DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-1:

Provide the legal standards that Applicants believe are applicable in the Commission's review and approval of the proposed merger. In addition, provide support that the proposed merger meets the applicable legal standards.

RESPONSE 4-1:

The legal standards that are applicable in Docket No. 2017-370-E are set forth in the Joint Application and Petition of South Carolina Electric & Gas Company and Dominion Energy, Inc. ("Joint Application"). More specifically, please see pages 12 – 14 of the Joint Application. SCE&G and Dominion Energy's direct testimony in Docket No. 2017-370-E will contain information necessary to meet its legal burden of proof.

Responsible Persons: Chad Burgess (SCANA/SCE&G) and Lisa Booth (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-2:

Provide an unredacted version of all fillings made by Applicants and/or related entities in other jurisdictions seeking approval of the transaction or providing information related to the transaction. In addition, provide the case or docket numbers assigned in each of the other jurisdictions.

RESPONSE 4-2:

An unredacted version of the filing made by the Applicants at the Georgia Public Service Commission (Docket No. 9536-U) is attached to this response.

An unredacted version of the filing made by the Applicants at the North Carolina Utilities Commission (Docket No. E-22, Sub 551 (DENC) and Docket No. G-5, Sub 585 (PSNC)) is attached to this response.

A redacted version of the filing made by the Applicants at the Federal Energy Regulatory Commission (Docket No. EC18-60-000) is attached to this response. The unredacted version of Applicants' filing contains confidential and proprietary information. The Applicants will provide an unredacted version of their filing after execution of a protective agreement.

An unredacted version of the filing made by the Applicants at the United States Nuclear Regulatory Commission (Docket Nos. 50-395, 52-027, 52-028, and 72-1038, Operating License No. NPF-12, Combined Operating License Nos. NPF-93 and NPF-94) is attached to this response.

An unredacted version of the filings made by the Applicants at the South Carolina Department of Health and Environmental Control (SC Radioactive Material License Nos. 181, 385 and 517 and Waste Transport Permit No. 0163-39-18-X) is attached to this response.

An unredacted version of the filing made by the Applicants at the Tennessee Department of Environment and Conservation (License No. T-SC001-L18) is attached to this response.

An unredacted version of the filing by the Applicants at the Federal Communications Commission (File No. 0008072599 (SCE&G); File No.

0008072598 (SCANA Services); and File No. 0008072591 (PSNC)) is attached to this response.

An unredacted version of the filing by the Applicants at the Federal Trade Commission and the United States Department of Justice (Transaction No. 20180647) is attached to this response. The unredacted version of Applicants' filing contains confidential and proprietary information. The Applicants will provide an unredacted version of their filing after execution of a protective agreement.

Responsible Persons: Chad Burgess (SCANA/SCE&G) and Lisa Booth (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-3:

Describe the approvals that will need to be sought by Applicants from rate authorities in other jurisdictions and the legal standards for approval in those jurisdictions, including the FERC.

RESPONSE 4-3:

Please see Response 4-2.

Responsible Person: Chad Burgess (SCANA/SCE&G) and Lisa Booth (Dominion Energy).

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-4:

Provide the Applicants' working definitions of goodwill and acquisition premium and describe the manner in which goodwill and/or acquisition premium will be calculated and recorded for each relevant entity, including the FERC accounts/subaccounts that will be used for this purpose. If the terms goodwill and acquisition premium are not considered interchangeable, then differentiate the two terms and the costs that are considered goodwill versus the costs that are considered acquisition premium.

RESPONSE 4-4:

As defined in Accounting Standards Codification Topic 805, *Business Combinations*, goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. The terms goodwill and acquisition premium are used interchangeably for ratemaking purposes. Goodwill will not be determined until the closing date of the transaction at which time it will be based on the fair value of SCANA's identifiable assets and liabilities as determined by a third party valuation.

Neither SCANA nor SCE&G will seek recovery of any acquisition premium (goodwill) or any other fair value adjustments associated with the Merger from its customers. Dominion Energy will not record any portion of the purchase price allocation adjustments (fair value adjustments including goodwill) associated with the Merger on SCANA or SCE&G's books and is planning to make the required accounting entries associated with the Merger on that basis.

Responsible Person: Joshua Blakeney

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-5:

Confirm that Dominion will record the goodwill and acquisition premium related to the proposed transaction on its accounting books and that neither SCANA nor SCE&G will record the goodwill and acquisition premium on their accounting books. If this is not correct, then provide a correct statement of the Applicants' proposal.

RESPONSE 4-5:

Confirmed, please see Response 4-4.

Responsible Person: Joshua Blakeney

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-6:

Provide the Applicants' working definition of fair value as that term is used in the quantification of goodwill and/or acquisition premium and describe the manner in which the fair value will be calculated and recorded for each relevant entity, including the FERC accounts/subaccounts that will be used for this purpose.

RESPONSE 4-6:

As defined in Accounting Standards Codification Topic 820, Fair Value Measurement, fair value is "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." The fair value of SCANA's identifiable assets and liabilities will be determined by a third party valuation performed in accordance with the American Institute of Certified Public Accountants Valuation Standards. Please see Response 4-4 where it notes these adjustments will not be reflected on SCANA or SCE&G.

Responsible Person: Joshua Blakeney

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-7:

Confirm that neither SCANA nor SCE&G will record fair value in excess of net book value related to the proposed transaction on their accounting books. If this is not correct, then provide a correct statement of the Applicants' proposal.

RESPONSE 4-7:

SCANA and SCE&G confirm that neither will record fair value in excess of net book value related to the proposed Merger with Dominion Energy, Inc. on their accounting books. As described in the response to question number 4-4, Dominion Energy does not intend to "push-down" any acquisition adjustments or goodwill to SCANA or SCE&G.

Responsible person: Casey Coffer

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-8:

Provide the Applicants' working definition of transaction costs and list each such cost that falls within this definition. In addition, describe the manner in which transaction costs will be incurred and recorded by each relevant entity, including charges to and from other affiliates. Provide and describe the FERC accounts/subaccounts that will be used for these purposes and the costs that will be recorded in each such account/subaccount.

RESPONSE 4-8:

Transaction costs include costs incurred in connection with completion of the acquisition by Dominion Energy, Inc. of the equity interests of SCANA Corporation, including costs of obtaining all necessary regulatory approvals for the merger. Examples of such costs include legal fees and expenses, regulatory filing fees and costs of developing and pursuing regulatory approvals, accounting fees, costs related to securities issuances and proxy solicitations, financial advisory fees and investment banking fees. Any transaction costs related to the merger will be incurred and expensed at the respective Dominion Energy, Inc. and SCANA Corporation corporate (Holding Company) level. As such, SCE&G will not seek recovery of these costs from customers. Neither Dominion Energy, Inc. nor SCANA Corporation have specific FERC financial reporting requirements at the Holding Company level, although SCANA Corporation does maintain its Holding Company general ledger utilizing the FERC Uniform System of Accounts. As such, these transaction costs have been and are being recorded on SCANA's general ledger to account 426.5 - Other Deductions which is a below-the-line nonutility account number. Regardless of the account number used at either the Dominion Energy or SCANA Holding Company level, these costs are not passed down to any Dominion or SCANA subsidiary company. Similarly, due to the nature of the costs incurred, some may originate at Dominion Energy Services, Inc. (DES) or SCANA Services, Inc. (SSCO) and will be charged to the respective Holding Company.

Responsible Persons: Keith Coffer (SCANA/SCE&G) and Joshua Blakeney (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-9:

Confirm that neither SCANA nor SCE&G will record transaction costs on their accounting books related to the proposed transaction, or, if they are, then all such costs will be charged to and reimbursed by Dominion. If this is not correct, then provide a correct statement of the Applicants' proposal.

RESPONSE 4-9:

Confirmed, please refer to Response 4-8.

Responsible Persons: Joshua Blakeney (Dominion Energy) and Keith Coffer (SCANA/SCE&G)

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-10:

Confirm that SCE&G will not seek to recover transaction costs related to the proposed transaction from its customers. If this is not correct, then provide a correct statement of the Applicants' proposal.

RESPONSE 4-10:

SCE&G will not seek to recover transaction costs related to the proposed transaction from customers.

See Response 4-8.

Responsible Persons: Joshua Blakeney (Dominion Energy) and Keith Coffer (SCANA/SCE&G)

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-11:

Provide the Applicants' working definition of transition costs and list each such cost that falls within this definition. Explain why the Applicants believe that each such cost should be considered a transition cost and not a transaction cost. In addition, describe the manner in which transition costs will be incurred and recorded by each relevant entity, including charges to and from other affiliates. Provide and describe the FERC accounts/subaccounts that will be used for these purposes and the costs that will be recorded in each such account/subaccount.

RESPONSE 4-11:

Transition costs are generally costs arising from the activities necessary to integrate the purchased entity into the acquiring entity. Examples of transition costs include those related to, but not limited to, the integration of financial, IT, human resource, billing, accounting, and telecommunications systems and processes. Other costs could include severance payments to employees and costs related to changes to signage, changes to employee benefit plans and termination of any duplicative leases, contracts, operations, etc.

Generally, transition costs related to the merger will be incurred and expensed at the respective Dominion Energy, Inc. and SCANA Corporation corporate (Holding Company) level and will not be pushed down or charged to SCE&G or any other SCANA or Dominion subsidiary company. As such, SCE&G will not seek recovery of these costs from customers. Neither Dominion Energy, Inc. nor SCANA Corporation have specific FERC financial reporting requirements at the Holding Company level, although SCANA Corporation does maintain its Holding Company general ledger utilizing the FERC Uniform System of Accounts. Accordingly, these transition costs have been and are being recorded on SCANA's general ledger to account 426.5 - Other Deductions which is a below-the-line nonutility account number. Similarly, due to the nature of the costs incurred, some may originate at Dominion Energy Services, Inc. (DES) or SCANA Services, Inc. (SSCO) and will be charged to the respective Holding Company. Any transition costs and one-time charges attributable to the Customer Benefits Plan that are required to be recorded on the books of SCE&G under Generally Accepted Accounting Principles will be reflected on SCE&G's books below-the-line in FERC account 426.5 - Other Deductions to ensure the amounts are excluded from rate recovery.

Responsible Persons: Keith Coffer (SCANA/SCE&G) and Joshua Blakeney (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-12:

In regard to the deferral and potential future recovery of some or all transition costs by SCE&G.

- a) Provide a detailed description of Applicants' proposal, if any, to specifically track and record such costs for accounting and/or ratemaking purposes. Separately address capital expenditures and expenses.
- b) Provide a detailed description of Petitioners' proposal, if any, to flow through to customers the synergy savings from the merger.
- c) Confirm that no portion of the proposed SCE&G 3.5% rate reduction is for the purpose of flowing through to customers the synergy savings from the merger. If this is not correct, then provide a correct statement of the Applicants' proposal.

RESPONSE 4-12:

- a. As stated in previous responses, and in accordance with the Federal Energy Regulatory Commission's (FERC) Policy Statement on Hold Harmless Commitments issued in Docket No. PL15-3-000, SCE&G does not intend to seek rate recovery of Merger related transition costs. These costs will be recorded at the respective SCANA or Dominion Energy corporate level and will not be charged to subsidiary companies. If any transition costs such as the one-time charges attributable to the Customer Benefits Plan or costs incurred related to the Joint Application and Petition are required to be recorded on SCE&G's books, such costs will be recorded below-the-line to account 426.5 - Other Deductions to ensure the amounts are excluded from rate recovery. SCANA has implemented a process to track Merger related costs using elements of its accounting key. At this time, SCANA does not anticipate that any significant capital expenditures will be incurred. However, in the event capital expenditures are incurred, due consideration will be given to ensure full compliance with the Hold Harmless Commitments.
- b. As stated in the Company's response to question 3-13, SCANA entities will benefit from efficiencies and economies of scale associated with participating in Dominion Energy's centralized services company model. As a result of its larger size and buying power, Dominion Energy expects to be able, over time, to reduce administrative expenses received by

SCE&G. Although the Applicants have not determined specific synergies that will result when these shared services are combined, they are expected over time to put downward pressure on rates.

c. The 3.5% bill reduction does not include consideration of any merger synergy savings.

Responsible person: Keith Coffer (SCANA/SCE&G) and Joshua Blakeney (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-13:

Identify and quantify all transaction costs by entity, including costs that have been or may be incurred by Dominion, DES, Sedona, SCANA, SCANA Services, SCE&G, and/or other affiliates. Indicate whether the transaction costs are retained by the holding companies, charged to SCANA or SCE&G, charged out by SCE&G to SCANA or reimbursed by some Dominion entity. Provide all assumptions, data, studies, and calculations, including electronic models and/or spreadsheets relied on for this purpose. In addition, please identify the FERC account(s) in which each entity will record such costs.

RESPONSE 4-13:

As indicated in the responses to Requests 4-9 and 4-10, transaction costs related to the merger will be incurred and expensed at the respective Dominion Energy and SCANA corporate holding company level and will not be charged to SCE&G or any SCANA subsidiary company. Costs originating at the Dominion Energy Services, SCANA Services, SCE&G or other subsidiary level will be charged to the applicable corporate holding company following the entity's standard practice and approved methodologies for such charges. For reporting entities subject to the FERC Uniform System of Accounts, these costs will be reported in FERC accounts 426.5 – Other Deductions, 417.1 – Expenses of Nonutility Operations, 408.2 – Taxes Other Than Income Taxes, which are all "below-the-line" accounts, or other FERC account as appropriate for the charge and will not be recovered from SCE&G Customers.

As referenced in the Unaudited Pro Forma Consolidated Financial Statements (footnote 4) that were part of the Form S-4 Registration Statement filed with the SEC by Dominion Energy on February 14, 2018 and as amended on March 14, 2018, Dominion Energy and SCANA expect to incur approximately \$59 million in transaction costs associated with the merger. These costs will include costs incurred to complete the acquisition by Dominion Energy, Inc. of the equity interests of SCANA Corporation, including costs of obtaining all necessary regulatory approvals for the merger, such as legal fees and expenses, regulatory filing fees and costs of developing and pursuing regulatory approvals, accounting

fees, cost related to securities issuances and proxy solicitations, financial advisory fees and investment banking fees.

As of February 28, 2018, transaction costs by originating entity and charged to the respective holding company are indicated in the table below.

			Origi	nating Entit	У			
Holding Company	Dominion Energy	DES	SEDONA	SCANA	SCANA Services	SCE&G	Other Affiliates	Total
Charged								
Dominion	\$6,667,615	\$1,085,684	0	0	0	0	0	\$7,753,299
SCANA	0	0	0	0	\$13,898,772	\$70	0	\$13,898,842

This response was prepared using data found in the Companies' respective accounting and reporting systems. There are no other assumptions, data, studies, or calculations, including electronic models and/or spreadsheets relied on for this purpose.

Responsible Persons: Keith Coffer (SCANA/SCE&G) and Joshua Blakeney (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-14:

Provide a copy of all integration/transition studies, analyses, and status/progress reports that address the organization, activities, staffing, costs, and /or savings to integrate SCANA and SCE&G into the Dominion organization structure, including the consolidation of centralized, shared, and common services in DES. Provide updates to your response as the integration/transition process proceeds.

RESPONSE 4-14:

As stated in the Joint Application, Dominion Energy plans to operate SCE&G in substantially the same way as it is currently being operated. Planning for the integration process is in the early stages, beginning with building a baseline understanding of each other's respective organization, thus there are no formal studies, analysis, or status/progress reports on the integration to date. As material components of the integration plan are finalized, updated information will be provided.

Responsible Person: Karla Haislip

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-15:

Identify and quantify all *pre*-closing (or Day 1) transition (integration) costs and savings, including costs that have been or will be incurred by Dominion, DES, Sedona, SCANA, SCANA Services, SCE&G, and/or other affiliates. Transition costs, for purposes of this request, include costs that have been or will be incurred to integrate the two holding companies, two service companies, and SCE&G. Provide all assumptions, data, studies, and calculations, including electronic models and/or spreadsheets relied on for this purpose. Separate the transition costs into those that will not achieve savings and those that may achieve savings.

RESPONSE 4-15:

See Response 4-11. No pre-closing transition costs have been incurred or specifically identified and quantified at this time.

Responsible Persons: Joshua Blakeney and Sonali Kripalani (Dominion Energy), Joanna Greene (SCANA/SCE&G)

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-16:

Identify and quantify all *post*-closing transition (integration) costs and savings including costs that will be incurred by Dominion, DES, Sedona, SCANA, SCANA Services, SCE&G, and/or other affiliates. Transition costs, for purposes of this request, include costs that will be incurred to integrate the two holding companies, two service companies, and SCE&G. Provide all assumptions, data, studies, and calculations, including electronic models and/or spreadsheets relied on for this purpose. Separate the transition costs into those that will not achieve savings and those that may achieve savings.

RESPONSE 4-16:

See Response 4-11. No post-closing transition costs have been incurred or specifically identified and quantified at this time.

Responsible Persons: Joshua Blakeney and Sonali Kripalani (Dominion Energy), Joanna Greene (SCANA/SCE&G)

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-17:

- 4-17 Identify and describe each of the hardware platform systems and software systems presently used by Dominion, DES, SCANA, SCANA Services, and SCE&G (separately) for the following purposes:
 - a. General ledger and sub-ledger (identify each sub-ledger) accounting.
 - b. Financial reporting.
 - c. Management reporting.
 - d. Regulatory reporting.
 - e. Financial forecasting and strategic planning.
 - f. Accounts payable.
 - g. Human resources.
 - h. Engineering.
 - i. Construction project management.
 - j. Distribution maintenance.
 - k. Customer billing.
 - Customer service.
 - m. Accounts payable.
 - n. Cash management.
 - o. Procurement.
 - p. Each other specifically identifiable hardware platform system and software system.

RESPONSE 4-17:

Dominion Energy has over 1,500 applications in its portfolio. See DE Attachment ORS 4-17 for the major systems that address the identified processes.

See SCANA Attachment ORS 4-17 for SCANA's hardware and software systems.

Responsible Persons: Karla Haislip (Dominion Energy) and Joanna Greene (SCANA/SCE&G)

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Docket No. 2017-305-E (4th Continuing AIR)
Docket No. 2017-370-E (4th Continuing AIR)

Response No. 4-17

Hardware: SCANA and it's subsidiaries run their software systems on mainstream hardware infrastructure platforms to include: Cisco powered networks, Microsoft Windows and Red Hat Linux operating systems virtualized using VMWARE's ESX hypervisor on all flash storage arrays featuring Hitachi data systems.

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Docket No. 2017-207-E (5th Continuing AIR)
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Docket No. 2017-370-E (4th Continuing AIR)

Response No. 4-17

Hardware: SCANA and it's subsidiaries run their software systems on mainstream hardware infrastructure platforms to include: Cisco powered networks, Microsoft Windows and Red Hat Linux operating systems virtualized using VMWARE's ESX hypervisor on all flash storage arrays featuring Hitachi data systems.

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Docket No. 2017-207-E (5th Continuing AIR)
Docket No. 2017-305-E (4th Continuing AIR)
Docket No. 2017-370-E (4th Continuing AIR)

Response No. 4-17

Hardware: SCANA and it's subsidiaries run their software systems on mainstream hardware infrastructure platforms to include: Cisco powered networks, Microsoft Windows and Red Hat Linux operating systems virtualized using VMWARE's ESX hypervisor on all flash storage arrays featuring Hitachi data systems.

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Docket No. 2017-305-E (4th Continuing AIR)
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Response No. 4-17

Hardware: SCANA and it's subsidiaries run their software systems on mainstream hardware infrastructure platforms to include: Cisco powered networks, Microsoft Windows and Red Hat Linux operating systems virtualized using VMWARE's ESX hypervisor on all flash storage arrays featuring Hitachi data systems.

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Docket No. 2017-207-E (5th Continuing AIR) Docket No. 2017-305-E (4th Continuing AIR) Docket No. 2017-370-E (4th Continuing AIR)

Response No. 4-17

Hardware: SCANA and it's subsidiaries run their software systems on mainstream hardware infrastructure platforms to include: Cisco powered networks, Microsoft Windows and Red Hat Linux operating systems virtualized using VMWARE's ESX hypervisor on all flash storage arrays featuring Hitachi data systems.

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Docket No. 2017-207-E (5th Continuing AIR)
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Docket No. 2017-370-E (4th Continuing AIR)

Response No. 4-17

Hardware: SCANA and it's subsidiaries run their software systems on mainstream hardware infrastructure platforms to include: Cisco powered networks, Microsoft Windows and Red Hat Linux operating systems virtualized using VMWARE's ESX hypervisor on all flash storage arrays featuring Hitachi data systems.

System/Description	A. GL and subledger	B. Financial Reporting	C. Mgmt Reporting	D. Reg Reporting	E. Fin Forecasting and Strat Ping	F. Accts Payable	G. Human Resources	H. Engineering	I. Constr. Proj Mgmt	J. Distrib Maint	K. Gustomer Billing	L. Customer Service	M. Accts Payable	N. Cash Mgmt	O. Procurement	P. Other
Wide variety of internally developed applications to support accounting, work management, demand side management, vegetation management, trouble calls, outage maps, rubber goods, PCB related equipment, transformer tracking	i X	X	X	X	X	×		X		×		×				X

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-18:

- 4-18 Refer to the responses to each subpart of the previous question.
 - a. Identify and describe all activities that will be necessary to integrate each of the hardware platform systems and software systems among and between Dominion, DES, SCANA, SCANA Services, and SCE&G. In addition, describe the planned timing for each such activity.
 - b. Describe and provide a copy of all studies, analyses, implementation/action plans, and/or the related costs to integrate each of the hardware platform systems and software systems among and between Dominion, DES, SCANA, SCANA Services, and SCE&G.
 - c. Describe all activities that now are in progress to integrate each of the hardware platform systems and software systems among and between Dominion, DES, SCANA, SCANA Services, and SCE&G. In addition, describe the status of each such activity. Provide an update to this request every two weeks throughout the pendency of this proceeding.

RESPONSE 4-18:

Planning for the integration process is in the early stages, beginning with building a baseline understanding of each other's respective organization, thus no specific plans have been developed concerning the activities or timing to integrate the SCANA and Dominion Energy hardware platform systems and software systems, nor have any studies, analysis or costs been developed. It is anticipated that the existing systems will remain in operation for some period of time after the integration process is underway following the closing of the Merger. A general description of the anticipated post-closing process for integrating the systems includes the following:

- i. Integrate the corporate wide area networks to facilitate user access
- ii. Deploy security and identity related systems to provide appropriate user access and controls
- iii. Integrate the messaging systems (i.e., e-mail, instant messaging)
- iv. Migrate to a common enterprise resource management system for corporate financials, human resources and supply chain functionality

As material components of the integration plan are finalized, updated information will be provided.

Responsible Persons: Karla Haislip and Joanna Greene

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DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-19:

Indicate whether Dominion relied on its own experience and/or studied the mergers of other holding companies and/or utilities to identify and/or quantify transaction costs, transition costs, and/or synergy savings. If so, then provide a copy of all such studies and/or analyses. If not, explain why it did not.

RESPONSE 4-19:

Dominion Energy did not study the mergers of other holding companies and/or utilities to identify and/or quantify transaction costs, transition costs, and/or synergy savings.

For transaction costs, certain estimated expenses are based on best available information, such as quoted prices for banker fees and an estimate of legal advisor fees based on Dominion Energy's own experience. Transition costs and synergy savings are unique to each integration and have not been identified or quantified at this time. Please see Response 4-14.

Responsible Persons: Joshua Blakeney and Sonali Kripalani

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-20:

Refer to the Application at 17, par. 37. Please provide a copy of all studies and/or analyses that address the integration of centralized services presently provided by SCANA Services into DES, including, but not limited to, functions, staffing, location, costs, and savings.

RESPONSE 4-20:

See Response 4-14.

Responsible Person: Karla Haislip

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DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-21:

Provide a copy of all presentations to securities analysts and bond rating agencies made by Dominion Energy, South Carolina Electric & Gas, and/or SCANA regarding the proposed business combination.

RESPONSE 4-21:

Dominion Energy's presentations made to securities analysts are available on the Investor Relations website:

https://investors.dominionenergy.com/events-and-presentations

For Dominion Energy presentations made to the Rating Agencies, due to the confidential and sensitive nature of the information requested, Dominion Energy will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

SCANA/SCE&G's presentations made to securities analysts are available on the Investor Relations website:

https://www.scana.com/investors/webcasts-presentations

SCANA/SCE&G has not made any presentations to the Rating Agencies regarding the proposed business combination.

Responsible Persons: Andrew O'Brien (Dominion Energy) and Addison Potter (SCANA/SCE&G)

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REQUEST 4-22:

Describe in detail Dominion's plan to finance the proposed business combination, including, but not limited to, the issuance of additional shares of common equity and debt financing by Dominion itself or an affiliate. Provide a copy of all analyses, studies, and other source documents relied on to determine and assess this plan.

RESPONSE 4-22:

See Response 4-23. Dominion Energy intends to finance the proposed combination as follows:

- Stock for stock exchange with Dominion Energy to issue 0.6690 Dominion Energy shares per SCANA share.
- Please see Response 1-106 for details related to the financing of the \$1.3 billion one-time rate credit.

Responsible Person: Andrew O'Brien

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DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-23:

Describe in detail each alternative considered by Dominion to finance the proposed business combination. Provide a copy of all analyses, studies, and other source documents relied on to determine and assess these alternatives.

RESPONSE 4-23:

Dominion Energy intends to finance the proposed business combination with 100% Dominion Energy equity in a stock-for-stock merger. This decision was made to help support the pro forma credit profile of the combined company. While considering financing alternatives, Dominion Energy targeted investment grade credit ratings and believes it will be able to reach this target by financing the combination with 100% equity.

Please see slide 11 of the Dominion Energy Investor Presentation dated January 3, 2018 for additional information, which is available on Dominion Energy's Investor Relations website:

https://investors.dominionenergy.com/events-and-presentations

With respect to the remaining information responsive to this request, that information is confidential and sensitive information. Due to the confidential and sensitive nature of the information requested, Dominion Energy will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

Responsible Person: Sonali Kripalani

DOCKET NO. 2017-207-E (5th Continuing AIR)

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DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-24:

Provide a copy of all studies prepared by or on behalf of Dominion that were used to establish the value of SCANA Corp. for purposes of the proposed business combination. Provide a narrative description of all assumptions, including, but not limited to, financing, merger transaction costs, merger transition costs not incurred to achieve savings, merger transition costs incurred to achieve savings, synergy savings, and income tax savings due to the Tax Cuts and Jobs Act, among others.

RESPONSE 4-24:

Dominion Energy did not develop or use a valuation study to establish the value of SCANA Corp. Instead, using a market-based approach, Dominion Energy relied upon an analysis of comparing the offer price (0.6690 shares of Dominion Energy common stock for each share of SCANA common stock) to recent precedent standard utility merger valuations. The analysis included a comparison of:

- Offer price relative to most recent spot price
- Offer price relative to 30-day volume weighted average share price
- Offer price compared to 52-week share price high
- Offer price divided by projected standalone earnings also known as "price to earnings" ratio or P/E multiple
- Offer price plus assumed debt divided by standalone earnings before interest, taxes, depreciation and amortization (EBITDA) also known as "enterprise value to EBITDA"
- Offer price plus assumed debt divided by rate base also known as "rate base multiple"

A copy of this analysis can be found in Slide 10 of Dominion Energy's Board Presentation dated January 2, 2018. Due to the confidential and sensitive nature of the information requested, Dominion Energy will make the information responsive to this request available for ORS review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

In addition to the above, the final offer price was premised on a number of additional factors including:

- How the merger (at the final offer price) would benefit SCE&G electric customers and SCANA stakeholders
- How the merger (at the final offer price) would impact the earnings and credit profile of the combined entity
- How the merger (at the final offer price) would impact the financial and operational scale, business mix, and geographic footprint of the combined entity

Please see the Dominion Energy Investor Presentation dated January 3, 2018 for additional information related to the above, which is available on Dominion Energy's Investor Relations website:

https://investors.dominionenergy.com/events-and-presentations

Responsible Person: Sonali Kripalani

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-25:

Provide a copy of all studies, analyses, or presentations made to the Dominion Board of Directors in regards to the proposed merger.

RESPONSE 4-25:

Dominion Energy objects to Request 4-25 on the basis that certain portions of the documents sought are protected by the attorney-client privilege. With respect to those portions of the documents that are non-privileged, that information is confidential and sensitive information. Due to the confidential and sensitive nature of the information requested, Dominion Energy will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

Responsible Person: Lisa Booth (legal matters) and Karen Doggett

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DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-26:

Provide a copy of all studies, analyses, or presentations made to the SCANA Board of Directors in regards to the proposed merger.

RESPONSE 4-26:

SCE&G objects to Request 4-26 on the basis that certain portions of the documents sought are protected by the attorney-client privilege. With respect to those portions of the documents that are non-privileged, that information is confidential and sensitive information. Due to the confidential and sensitive nature of the information requested, SCE&G will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

Responsible Person: Chad Burgess (legal matters) and Gina Champion

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-27:

Provide a copy of all studies, analyses, or presentations made to the SCE&G Board of Directors in regards to the proposed merger.

RESPONSE 4-27:

SCE&G objects to Request 4-26 on the basis that certain portions of the documents sought are protected by the attorney-client privilege. With respect to those portions of the documents that are non-privileged, that information is confidential and sensitive information. Due to the confidential and sensitive nature of the information requested, SCE&G will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

Responsible Persons: Chad Burgess (legal matters) and Gina Champion

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-28:

Describe the present SCANA Board of Directors, including the composition of the directors, e.g., independent directors, SCANA officers, etc.

RESPONSE 4-28:

Please see SCE&G's response to the South Carolina Office of Regulatory Staff's Continuing Audit Information Request No. 1-3.

Responsible persons: Chad Burgess (legal matters) and Gina Champion

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-29:

Describe the changes that will be made to the SCANA Board of Directors after the merger closes, including the composition of the directors, e.g., independent directors, Dominion officers, etc.

RESPONSE 4-29:

At the time the Merger is effective as defined in the Merger Agreement ("Effective Time"), Sedona Corp. ("Sedona"), a wholly-owned subsidiary of Dominion Energy, Inc. ("Dominion Energy"), will merge with and into SCANA Corporation ("SCANA"), a South Carolina corporation, with SCANA being the surviving entity. At the Effective Time, SCANA, as the surviving entity, will become a wholly-owned subsidiary of Dominion Energy that will continue to exist as a separate legal entity.

Immediately following the Effective Time, the directors of Sedona, who are Dominion Energy officers, will be the directors of SCANA. After the Effective Time, changes to the directors of SCANA may be made based upon integration efforts and Dominion Energy's standard entity management conventions.

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DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-30:

Describe the present SCE&G Board of Directors, including the composition of the directors, e.g., independent directors, SCANA or SCE&G officers, etc.

RESPONSE 4-30:

Please see page 105 of SCE&G's 2016 FERC Form No. 1 provided in response to Request No. 1-26. Since the filing of SCE&G's 2016 FERC Form No. 1, Kevin B. Marsh resigned from the Board of Directors effective December 31, 2017 and James M. Micali retired from the Board of Directors on April 27, 2017.

Responsible Person: Keith Coffer

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-31:

Describe the changes that will be made to the SCE&G Board of Directors after the merger closes. Please indicate whether there will be a Board of Directors and, if so, the composition of the directors, e.g., independent directors, Dominion officers, etc.

RESPONSE 4-31:

At the time the Merger is effective as defined in the Merger Agreement ("Effective Time"), Sedona Corp., a wholly-owned subsidiary of Dominion Energy, Inc. ("Dominion Energy"), will merge with and into SCANA Corporation ("SCANA"), a South Carolina corporation, with SCANA being the surviving entity. At the Effective Time, SCANA, as the surviving entity, will become a wholly-owned subsidiary of Dominion Energy that will continue to exist as a separate legal entity.

After Effective Time, South Carolina Electric & Gas Company ("SCE&G") will remain a direct, wholly-owned subsidiary of SCANA and will continue to exist as a separate legal entity and its Board would be composed of Dominion Energy officers. Subsequent changes to the Board of SCE&G may be made based upon integration efforts and Dominion Energy's standard entity management conventions.

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-32:

Please describe the legal entity structure, e.g., corporation, of SCANA after the merger closes. Also address whether Dominion will seek to change the legal entity structure post proposed merger.

RESPONSE 4-32:

At the time the Merger is effective as defined in the Merger Agreement ("Effective Time"), Sedona Corp., a wholly-owned subsidiary of Dominion Energy, Inc. ("Dominion Energy"), will merge with and into SCANA Corporation ("SCANA"), a South Carolina corporation, with SCANA being the surviving entity. At the Effective Time, SCANA, as the surviving entity, will become a wholly-owned subsidiary of Dominion Energy that will continue to exist as a separate legal entity following the Merger. No additional changes to SCANA's legal entity structure are contemplated at this time.

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-33:

Please describe the legal entity structure, e.g., corporation, of SCE&G after the merger closes. Also address whether Dominion will seek to change the legal entity structure post proposed merger.

RESPONSE 4-33:

At the time the Merger is effective as defined in the Merger Agreement ("Effective Time"), Sedona Corp., a wholly-owned subsidiary of Dominion Energy, Inc. ("Dominion Energy"), will merge with and into SCANA Corporation ("SCANA"), a South Carolina corporation, with SCANA being the surviving entity. At the Effective Time, SCANA, as the surviving entity, will become a wholly-owned subsidiary of Dominion Energy that will continue to exist as a separate legal entity.

After Effective Time, South Carolina Electric & Gas Company ("SCE&G") will remain a direct, wholly-owned subsidiary of SCANA and will continue to exist as a separate legal entity following the Merger. No additional changes to SCE&G's legal entity structure are contemplated at this time.

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-34:

Provide a copy of the present service agreement between SCANA Services and SCE&G (prior to the proposed merger).

RESPONSE 4-34:

Please see attached.

Responsible person: Braxton Collins

Service Agreement

This Service Agreement (this "Agreement") is entered into as of the 1st day of January 2007 by and between South Carolina Electric & Gas Company, a South Carolina corporation (the "Company") and SCANA Services, Inc., a South Carolina corporation ("SCANA Services").

WHEREAS, SCANA Services is a direct or indirect wholly owned subsidiary of SCANA Corporation;

WHEREAS, SCANA Services has been formed for the purpose of providing administrative, management and other services to subsidiaries of SCANA Corporation; and

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase such administrative, management and other services from SCANA Services:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- I. <u>SERVICES</u>. SCANA Services supplies, or will supply, certain administrative, management or other services to Company similar to those supplied to other subsidiaries of SCANA Corporation. Such services are and will be provided to the Company only at the request of the Company. Exhibit I hereto lists and describes all of the services that are available from SCANA Services.
- II. <u>PERSONNEL</u>. SCANA Services provides and will provide such services by utilizing the services of its executives, accountants, financial advisers, technical advisers, attorneys and other persons with the necessary qualifications.

If necessary, SCANA Services, after consultation with the Company, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

III. <u>COMPENSATION AND ALLOCATION</u>. SCANA Services provides and will provide such services at cost; provided, however, if SCANA Services is required pursuant to any applicable law or rule of a regulatory body having jurisdiction to charge a price for services other than cost, it will do so in compliance with such law or rule after notice to Company. Exhibit I hereof contains rules for determining and allocating the cost of services provided hereunder.

IV. <u>TERMINATION AND MODIFICATION</u>. The Company may terminate this Agreement by providing 60 days written notice of such termination to SCANA Services. SCANA Services may terminate this Agreement by providing 60 days written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

This Agreement shall be filed with, or subject to approval by, the Federal Energy Regulatory Commission ("FERC") to the extent the same may be required under the Public Utility Holding Company Act of 2005 or any regulations adopted by FERC thereunder.

V. <u>SERVICE REQUESTS</u>. The Company and SCANA Services initially prepared a Service Request listing services to be provided to the Company by SCANA Services and any special arrangements related to the provision of such services. On or before November 1st of each year, SCANA Services will prepare a revised Service Request listing services to be provided to the Company by SCANA Services and any special arrangements related to the provision of such services for the following calendar year, based on services provided during the past calendar year. The Company and SCANA Services may supplement the Service Request during the year to reflect any additional or special services that the Company wishes to obtain from SCANA Services, and the arrangements relating thereto.

VI. <u>BILLING AND PAYMENT</u>. Unless otherwise set forth in a Service Request, payment for services provided by SCANA Services shall be by making remittance of the amount billed or by making appropriate accounting entries on the books of the Company and SCANA Services. Billing will be made on a monthly basis, with the bill to be rendered by the 25th of the month, and remittance or accounting entries completed within 30 days of billing.

VII. <u>NOTICE</u>. Where written notice is required by this Agreement, all notices, consents, certificates, or other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

1. To the Company:

President and Chief Operating Officer South Carolina Electric & Gas Company 1426 Main Street Columbia, SC 29201

2. To SCANA Services:

General Counsel SCANA Corporation 1426 Main Street Columbia, SC 29201

- VIII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to their conflict of laws provisions.
- IX. MODIFICATION. No amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto except as may be required by Sections III or IV hereof.
- X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and canceled in their entirety and are of no further force or effect.
- XI. <u>WAIVER</u>. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- XII. <u>ASSIGNMENT</u>. This Agreement shall inure to the benefit and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned.
- XIII. <u>SEVERABILITY</u>. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

SCANA SERVICES, INC.

By:

Name: Francis P. Mood

Title: General Counsel

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By:

Name: Kevin B. Marsh

Title: President and Chief Operating Officer

EXHIBIT I

Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for

SCANA Services, Inc.

This document sets forth the methodologies used to accumulate the costs of services performed by SCANA Services, Inc. ("SCANA Services") and to assign or allocate such costs to other subsidiaries and business units within SCANA Corporation ("Client Entities").

Cost of Services Performed

SCANA Services maintains an accounting system that enables costs to be identified by Cost Center, Account Number or Project, Activity, Resource, and Event ("Account Codes"). The primary inputs to the accounting system are time records of hours worked by SCANA Services employees, accounts payable transactions and journal entries. Charges for labor are made at the employees' effective hourly rate, including the cost of pensions, other employee benefits and payroll taxes. To the extent practicable, costs of services are directly assigned to the applicable Account Codes. The full cost of providing services also includes certain indirect costs, e.g., departmental overheads, administrative and general costs, and taxes. Indirect costs are associated with the services performed in proportion to the directly assigned costs of the services or other relevant cost allocators.

Cost Assignment and Allocation

SCANA Services costs will be directly assigned, distributed or allocated to Client Entities in the manner prescribed below.

- 1. Costs accumulated in Account Codes for services specifically performed for a single Client Entity will be directly assigned or charged to such Client Entity.
- 2. Costs accumulated in Account Codes for services specifically performed for two or more Client Entities will be distributed among and charged to such Client Entities using methods determined on a case-by-case basis consistent with the nature of the work performed and based on one of the allocation methods described below.
- 3. Costs accumulated in Account Codes for services of a general nature which are applicable to all Client Entities or to a class or classes of Client Entities will be allocated among and charged to such Client Entities by application of one or more of the allocation methods described below.

Allocation Methods

The following methods will be applied, as indicated in the Description of Services section that follows, to allocate costs for services of a general nature.

- 1. Information Systems Charge-back Rates Rates for services, including but not limited to Software, Consulting, Mainframe, Midtier and Network Connectivity Services, are based on the costs of labor, materials and Information Services overheads related to the provision of each service. Such rates are applied based on the specific equipment employed and the measured usage of services by Client Entities. These rates will be determined annually based on actual experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 2. Margin Revenue Ratio "Margin" is equal to the excess of sales revenues over the applicable cost of sales, i.e., cost of fuel for generation and gas for resale. The numerator is equal to margin revenues for a specific Client Entity and the denominator is equal to the combined margin revenues of all the applicable Client Entities. This ratio will be evaluated annually based on actual results of operations for the previous calendar year and may be adjusted for any known and reasonably quantifiable events, or at such time, based on results of operations for a subsequent twelve-month period, as may be required due to significant changes.
- 3. Number of Customers Ratio A ratio based on the number of customers served by each subsidiary or operating unit. This ratio will be determined annually based on the actual number of customers at the end of the previous calendar year and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 4. Number of Employees Ratio A ratio based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual counts of applicable employees at the end of the previous calendar year and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 5. Three-Factor Formula This formula will be determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company-paid payroll taxes) and gross revenues during the previous calendar year and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

- 6. Modified Three-Factor Method a ratio for the allocation of non-directly assigned corporate governance costs. The Modified Three-Factor Method provides for an allocation of cost to the parent company; the Three-Factor Method does not. The formula will be determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company paid payroll taxes) and gross revenues during the previous calendar year. For the purpose of the Modified Three-Factor Method, the dividends resulting from operations of the subsidiaries are used as a proxy for revenues for the parent company.
- 7. Telecommunications Charge-back Rates Rates for use of telecommunications services other than those encompassed by Information Systems Charge-back Rates are based on the costs of labor, materials, outside services and Telecommunications overheads. Such rates are applied based on the specific equipment employment and the measured usage of services by Client Entities. These rates will be determined annually based on actual experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 8. Gas Sales Ratio A ratio based on the actual number of dekatherms of natural gas sold by the applicable gas distribution or marketing operations. This ratio will be determined annually based on actual results of operations for the previous calendar year and may be adjusted for any known and reasonably quantifiable events, or at such time, based on results of operations for a subsequent twelve-month period, as may be required due to significant changes.

Description of Services

A description of each of the services performed by SCANA Services, which may be modified from time to time, is presented below. As discussed above, where identifiable, costs will be directly assigned or distributed to Client Entities. For costs accumulated in Account Codes which are for services of a general nature that cannot be directly assigned or distributed, the method or methods of allocation are also set forth. Substitution or changes may be made in the methods of allocation hereinafter specified, as may be appropriate, and will be provided to state regulatory agencies and to each affected Client Entity and, on or prior to February 8, 2006, appropriate notice (through 60-day letter or otherwise) will be given to the SEC,

- 1. Information Systems Services Provides electronic data processing services. Costs of a general nature are allocated using the Information Systems Charge-back Rates.
- 2. Customer Services Provides billing, mailing, remittance processing, call center and customer communication services for electric and gas customers. Costs of a general nature are allocated using the Margin Revenue Ratio.
- 3. Marketing and Sales Establishes strategies, provides oversight for marketing, sales and branding of utility and related services and conducts marketing and sales programs. Costs of a general nature are allocated using the Number of Customers Ratio.

- 4. Employee Services Includes Human Resources which establishes and administers policies and oversees compliance with regulations in the areas of employment, compensation and benefits, processes payroll and administers corporate training. Also includes employee communications, facilities management and mail services. Costs of a general nature are allocated using the Number of Employees Ratio or the Modified Three-Factor Method as appropriate.
- 5. Corporate Compliance Oversees compliance with all laws, regulations and policies applicable to all of SCANA Corporation's businesses and directs compliance training. Costs of general nature are allocated using the Modified Three-Factor Method.
- 6. Purchasing—Provides procurement services. Costs of a general nature are allocated using the Three-Factor Formula.
- 7. Financial Services Provides treasury, accounting, tax, financial planning, rate and auditing services. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 8. Risk Management Provides services related to the identification and mitigation of risk, and the development and implementation of risk management strategy. Encompasses credit and collections, risk analyses, insurance, claims, security, environmental and safety services. Costs of a general nature are allocated using the Three Factor Method or the Modified Three-Factor Method as appropriate.
- 9. Public Affairs Maintains relationships with government policy makers, conducts lobbying activities and provides community relations functions. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 10. Legal Services Provides various legal services and general legal oversight; handles claims. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 11. Investor Relations Maintains relationships with the financial community and provides shareholder services. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 12. Telecommunications Provides telecommunications services, primarily the use of telephone equipment. Costs are allocated using the Telecommunications Charge-back Rates.
- 13. Gas Supply and Capacity Management Provides gas supply and capacity management services. Costs of a general nature are allocated using the Gas Sales Ratio.
- 14. Strategic Planning Develops corporate strategies and business plans. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 15. Executive Provides executive and general administrative services. Costs of a general nature are allocated using the Modified Three-Factor Formula.

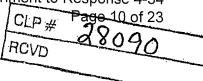
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EXHIBIT II

FORM OF INITIAL SERVICE REQUEST

The undersigned requests from SCANA Services, Inc. all of the services listed in Exhibit I of the Service Agreement dated as of January 1, 2007. The services requested hereunder shall commence on January 1, 2007 and be provided through December 31, 2007.

•	TH CAROLII IPANY	NA ELECTRIC & GAS
Ву:		
	Name:	
	Title:	



Amendment to Service Agreement

This Amendment to Service Agreement ("Amendment") is made and entered into as of the 1st day of April, 2008, by and between South Carolina Electric & Gas Company, a South Carolina corporation (the "Company") and SCANA Services, Inc., a South Carolina corporation ("SCANA Services").

WHEREAS, the Company and SCANA Services made and entered into that certain Service Agreement dated January 1, 2007 (the "Service Agreement"); and

WHEREAS, the Company and SCANA Services now desire to execute this Amendment in order to make modifications to Exhibit I of the Service Agreement as set forth herein so that certain provisions will conform with current practice.

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and SCANA Services do hereby agree to amend the Service Agreement as follows:

1. The Service Agreement is hereby amended to delete Exhibit I, Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for SCANA Services, Inc., and insert the attached amended Exhibit I, Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for SCANA Services, Inc., in lieu thereof.

Except as modified herein, the Service Agreement shall remain unchanged and in full force and effect. Each and every term, covenant, and condition of the Service Agreement is hereby incorporated herein such that the Service Agreement and this Amendment shall be read and construed as one instrument.

IN WITNESS WHEREOF, the Company and SCANA Services have executed this Amendment as of the date first above written.

SCANA SERVICES, INC.

Name: Francis P. Mood Title: General Counsel

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: Name: Kevin B. Marsh

Title: President and Chief Operating Officer

EXHIBIT I

Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for

SCANA Services, Inc.

This document sets forth the methodologies used to accumulate the costs of services performed by SCANA Services, Inc. ("SCANA Services") and to assign or allocate such costs to other subsidiaries and business units within SCANA Corporation ("Client Entities").

Cost of Services Performed

SCANA Services maintains an accounting system that enables costs to be identified by Cost Center, Account Number or Project, Activity, Resource, and Event ("Account Codes"). The primary inputs to the accounting system are time records of hours worked by SCANA Services employees, accounts payable transactions and journal entries. Charges for labor are made at the employees' effective hourly rate, including the cost of pensions, other employee benefits and payroll taxes. To the extent practicable, costs of services are directly assigned to the applicable Account Codes. The full cost of providing services also includes certain indirect costs, e.g., departmental overheads, administrative and general costs, and taxes. Indirect costs are associated with the services performed in proportion to the directly assigned costs of the services or other relevant cost allocators.

Cost Assignment and Allocation

SCANA Services costs will be directly assigned, distributed or allocated to Client Entities in the manner prescribed below.

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- 3. Costs accumulated in Account Codes for services of a general nature which are applicable to all Client Entities or to a class or classes of Client Entities will be allocated among and charged to such Client Entities by application of one or more of the allocation methods described below.

Allocation Methods

The following methods will be applied, as indicated in the Description of Services section that follows, to allocate costs for services of a general nature.

- 1. Information Systems Charge-back Rates Rates for services, including but not limited to Software, Consulting, Mainframe, Midtier and Network Connectivity Services, are based on the costs of labor, materials and Information Services overheads related to the provision of each service. Such rates are applied based on the specific equipment employed and the measured usage of services by Client Entities. These rates will be determined annually based on actual experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 2. Margin Revenue Ratio "Margin" is equal to the excess of sales revenues over the applicable cost of sales, i.e., cost of fuel for generation and gas for resale. The numerator is equal to margin revenues for a specific Client Entity and the denominator is equal to the combined margin revenues of all the applicable Client Entities. This ratio will be evaluated annually based on actual results of operations and may be adjusted for any known and reasonably quantifiable events, or at such time, based on results of operations for a subsequent twelve-month period, as may be required due to significant changes.
- 3. Number of Customers Ratio A ratio based on the number of customers served by each subsidiary or operating unit. This ratio will be determined annually based on the actual number of customers and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 4. Number of Employees Ratio A ratio based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual counts of applicable employees and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 5. Three-Factor Formula This formula will be determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company-paid payroll taxes) and gross revenues and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 6. Modified Three-Factor Method A ratio for the allocation of non-directly assigned corporate governance costs. The Modified Three-Factor Method provides for an allocation of cost to the parent company; the Three-Factor Method does not. The formula will be determined annually based on the average of gross property, payroll charges (salaries

and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company paid payroll taxes) and gross revenues. For the purpose of the Modified Three-Factor Method, the dividends resulting from operations of the subsidiaries are used as a proxy for revenues for the parent company.

- 7. Telecommunications Charge-back Rates Rates for use of telecommunications services other than those encompassed by Information Systems Charge-back Rates are based on the costs of labor, materials, outside services and Telecommunications overheads. Such rates are applied based on the specific equipment employment and the measured usage of services by Client Entities. These rates will be determined annually based on actual experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 8. Gas Sales Ratio A ratio based on the actual number of dekatherms of natural gas sold by the applicable gas distribution or marketing operations. This ratio will be determined annually based on actual results of operations and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

Description of Services

A description of each of the services performed by SCANA Services, which may be modified from time to time, is presented below. As discussed above, where identifiable, costs will be directly assigned or distributed to Client Entities. For costs accumulated in Account Codes which are for services of a general nature that cannot be directly assigned or distributed, the method or methods of allocation are also set forth. Substitution or changes may be made in the methods of allocation specified above, as may be appropriate, and will be provided to state regulatory agencies and to each affected Client Entity and appropriate notice (through 60-day letter or otherwise) will be given to any controlling regulatory body as required by law.

- 1. Information Systems Services Provides electronic data processing services. Costs of a general nature are allocated using the Information Systems Charge-back Rates.
- 2. Customer Services Provides billing, mailing, remittance processing, call center and customer communication services for electric and gas customers. Costs of a general nature are allocated using the Margin Revenue Ratio.
- 3. Marketing and Sales Establishes strategies, provides oversight for marketing, sales and branding of utility and related services and conducts marketing and sales programs. Costs of a general nature are allocated using the Number of Customers Ratio.

- 4. Employee Services Includes Human Resources which establishes and administers policies and oversees compliance with regulations in the areas of employment, compensation and benefits, processes payroll and administers corporate training. Also includes employee communications, facilities management and mail services. Costs of a general nature are allocated using the Number of Employees Ratio or the Modified Three-Factor Method as appropriate.
- 5. Corporate Compliance Oversees compliance with all laws, regulations and policies applicable to all of SCANA Corporation's businesses and directs compliance training. Costs of general nature are allocated using the Modified Three-Factor Method.
- 6. Purchasing Provides procurement services. Costs of a general nature are allocated using the Three-Factor Formula.
- 7. Financial Services Provides treasury, accounting, tax, financial planning, rate and auditing services. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 8. Risk Management Provides services related to the identification and mitigation of risk, and the development and implementation of risk management strategy. Encompasses credit and collections, risk analyses, insurance, claims, security, environmental and safety services. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 9. Public Affairs Maintains relationships with government policy makers, conducts lobbying activities and provides community relations functions. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 10. Legal Services Provides various legal services and general legal oversight; handles claims. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 11. Investor Relations Maintains relationships with the financial community and provides shareholder services. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 12. Telecommunications Provides telecommunications services, primarily the use of telephone equipment. Costs are allocated using the Telecommunications Charge-back Rates.

- 13. Gas Supply and Capacity Management Provides gas supply and capacity management services. Services include, but are not limited to: nominating and scheduling gas supply; scheduling transportation service; negotiating gas supply and transportation contracts; purchasing gas supply; posting capacity release and other secondary market transactions; performing other miscellaneous consulting and management support services; and providing any other services as may be requested by the Company from time to time. Costs of a general nature are allocated using the Gas Sales Ratio.
- 14. Strategic Planning Develops corporate strategies and business plans. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 15. Executive Provides executive and general administrative services. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 16. Gas Control Coordination Provides system management and monitoring services, including but not limited to: daily confirmations of scheduled transportation volumes, system pressure monitoring, pipeline interconnect management, compressor station management and any other gas control services as may be requested from time. Costs of a general nature are allocated using the Gas Sales Ratio.

CLP#	28090	
 HCVD	بواجه بقدمتها مسألت المقوام فأوجالا يعددونوا وقيدان سوية فالمراجية والمريضية	والمناصرة والمفاولة والمناسرة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة

Second Amendment to Service Agreement

This Amendment to Service Agreement ("Amendment") is made and entered into as of the 4th day of March, 2013, by and between South Carolina Electric & Gas Company, a South Carolina corporation (the "Company") and SCANA Services, Inc., a South Carolina corporation ("SCANA Services").

WHEREAS, the Company and SCANA Services made and entered into that certain Service Agreement dated January 1, 2007, as amended (the "Service Agreement"); and

WHEREAS, the Company and SCANA Services now desire to modify Exhibit I of the Service Agreement as set forth herein to add services to be performed by SCANA Services.

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and SCANA Services do hereby agree as follows:

- 1. The Service Agreement is hereby amended to delete Exhibit I, Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for SCANA Services, Inc., and insert the attached amended Exhibit I, Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for SCANA Services, Inc., in lieu thereof.
 - 2. This Amendment shall become effective as of April 1, 2013.
- 3. Except as modified herein, the Service Agreement shall remain unchanged and in full force and effect. Each and every term, covenant, and condition of the Service Agreement is hereby incorporated herein such that the Service Agreement and this Amendment shall be read and construed as one instrument.

IN WITNESS WHEREOF, the Company and SCANA Services have executed this Amendment as of the date first above written.

SCANA SERVICES, INC.

Name: Ronald T. Lindsay
Title: General Counsel

SOUTH CAROLINA ELECTRIC & GAS COMPANY

Name In Russell Harris

Title: Senior Vice President-Gas Operations

EXHIBIT I

Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for

SCANA Services, Inc.

This document sets forth the methodologies used to accumulate the costs of services performed by SCANA Services, Inc. ("SCANA Services") and to assign or allocate such costs to other subsidiaries and business units within SCANA Corporation ("Client Entities").

Cost of Services Performed

ľ.

SCANA Services maintains an accounting system that enables costs to be identified by Cost Center, Account Number or Project, Activity, Resource, and Event ("Account Codes"). The primary inputs to the accounting system are time records of hours worked by SCANA Services employees, accounts payable transactions and journal entries. Charges for labor are made at the employees' effective hourly rate, including the cost of pensions, other employee benefits and payroll taxes. To the extent practicable, costs of services are directly assigned to the applicable Account Codes. The full cost of providing services also includes certain indirect costs, e.g., departmental overheads, administrative and general costs, and taxes. Indirect costs are associated with the services performed in proportion to the directly assigned costs of the services or other relevant cost allocators.

Cost Assignment and Allocation

SCANA Services costs will be directly assigned, distributed or allocated to Client Entities in the manner prescribed below.

- 1. Costs accumulated in Account Codes for services specifically performed for a single Client Entity will be directly assigned or charged to such Client Entity.
- 2. Costs accumulated in Account Codes for services specifically performed for two or more Client Entities will be distributed among and charged to such Client Entities using methods determined on a case-by-case basis consistent with the nature of the work performed and based on one of the allocation methods described below.
- 3. Costs accumulated in Account Codes for services of a general nature which are applicable to all Client Entities or to a class or classes of Client Entities will be allocated among and charged to such Client Entities by application of one or more of the allocation methods described below.

Allocation Methods

The following methods will be applied, as indicated in the Description of Services section that follows, to allocate costs for services of a general nature.

- 1. Information Systems Charge-back Rates Rates for services, including but not limited to Software, Consulting, Mainframe, Midtier and Network Connectivity Services, are based on the costs of labor, materials and Information Services overheads related to the provision of each service. Such rates are applied based on the specific equipment employed and the measured usage of services by Client Entities. These rates will be determined annually based on actual experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 2. Margin Revenue Ratio "Margin" is equal to the excess of sales revenues over the applicable cost of sales, i.e., cost of fuel for generation and gas for resale. The numerator is equal to margin revenues for a specific Client Entity and the denominator is equal to the combined Margin revenues of all the applicable Client Entities. This ratio will be evaluated annually based on actual results of operations and may be adjusted for any known and reasonably quantifiable events, or at such time, based on results of operations for a subsequent twelve-month period, as may be required due to significant changes.
- 3. Number of Customers Ratio A ratio based on the number of customers served by each subsidiary or operating unit. This ratio will be determined annually based on the actual number of customers and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 4. Number of Employees Ratio A ratio based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual counts of applicable employees and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 5. Three-Factor Formula This formula will be determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company-paid payroll taxes) and gross revenues and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 6. Modified Three-Factor Method A ratio for the allocation of non-directly assigned corporate governance costs. The Modified Three-Factor Method provides for an allocation of cost to the parent company; the Three-Factor Method does not. The formula will be determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company paid payroll taxes) and gross revenues. For the purpose of the Modified Three-Factor Method, the dividends resulting from operations of the subsidiaries are used as a proxy for revenues for the parent company.
- 7. Telecommunications Charge-back Rates Rates for use of telecommunications services other than those encompassed by Information Systems Charge-back Rates are based on the costs of labor, materials, outside services and Telecommunications overheads. Such rates are applied based on the specific equipment employment and the measured usage of services by Client Entities. These rates will be determined annually based on actual

experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

8. Gas Sales Ratio — A ratio based on the actual number of dekatherms of natural gas sold by the applicable gas distribution or marketing operations. This ratio will be determined annually based on actual results of operations and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

Description of Services

A description of each of the services performed by SCANA Services, which may be modified from time to time, is presented below. As discussed above, where identifiable, costs will be directly assigned or distributed to Client Entities. For costs accumulated in Account Codes which are for services of a general nature that cannot be directly assigned or distributed, the method or methods of allocation are also set forth. Substitution or changes may be made in the methods of allocation specified above, as may be appropriate, and will be provided to state regulatory agencies and to each affected Client Entity and appropriate notice (through 60-day letter or otherwise) will be given to any controlling regulatory body as required by law.

- 1. Information Systems Services Provides electronic data processing services. Costs of a general nature are allocated using the Information Systems Charge-back Rates.
- 2. Customer Services Provides billing, mailing, remittance processing, call center and customer communication services for electric and gas customers. Costs of a general nature are allocated using the Margin Revenue Ratio.
- 3. Marketing and Sales Establishes strategies, provides oversight for marketing, sales and branding of utility and related services and conducts marketing and sales programs. Costs of a general nature are allocated using the Number of Customers Ratio.
- 4. Employee Services Includes Human Resources which establishes and administers policies and oversees compliance with regulations in the areas of employment, compensation and benefits, processes payroll and administers corporate training. Also includes employee communications, facilities management and mail services. Costs of a general nature are allocated using the Number of Employees Ratio or the Modified Three-Factor Method as appropriate.
- 5. Corporate Compliance Oversees compliance with all laws, regulations and policies applicable to all of SCANA Corporation's businesses and directs compliance training. Costs of general nature are allocated using the Modified Three-Factor Method.
- 6. Purchasing Provides procurement services. Costs of a general nature are allocated using the Three-Factor Formula.

- 7. Financial Services Provides treasury, accounting, tax, financial planning, rate and auditing services. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 8. Risk Management Provides services related to the identification and mitigation of risk, and the development and implementation of risk management strategy. Encompasses credit and collections, risk analyses, insurance, claims, security, environmental and safety services. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 9. Public Affairs Maintains relationships with government policy makers, conducts lobbying activities and provides community relations functions. Costs of a general nature are allocated using the Three-Factor Formula or the Modified Three-Factor Method as appropriate.
- 10. Legal Services Provides various legal services and general legal oversight; handles claims. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 11. Investor Relations Maintains relationships with the financial community and provides shareholder services. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 12. Telecommunications Provides telecommunications services, primarily the use of telephone equipment. Costs are allocated using the Telecommunications Charge-back Rates.
- 13. Gas Supply and Capacity Management Provides gas supply and capacity management services. Services include, but are not limited to: nominating and scheduling gas supply; scheduling transportation service; negotiating gas supply and transportation contracts; purchasing gas supply; posting capacity release and other secondary market transactions; performing other miscellaneous consulting and management support services; and providing any other services as may be requested by the Company from time to time. Costs of a general nature are allocated using the Gas Sales Ratio.
- 14. Strategic Planning Develops corporate strategies and business plans. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 15. Executive Provides executive and general administrative services. Costs of a general nature are allocated using the Modified Three-Factor Formula.
- 16. Gas Control Coordination Provides system management and monitoring services, including but not limited to: daily confirmations of scheduled transportation volumes, system pressure monitoring, pipeline interconnect management, compressor station management and any other gas control services as may be requested from time to time. Costs of a general nature are allocated using the Gas Sales Ratio.

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- 17. Gas Engineering Services Provides transmission and distribution engineering services; integrity management; and system maintenance. Also includes transmission project design and LNG management. Costs of a general nature are allocated using Gas Sales Ratio.
- 18. Pipeline Safety Training and Development Provides operator qualifications training, pipeline safety processes and procedures, and organizational development and business planning for gas operations. Costs of a general nature are allocated using the Number of Employees Ratio.
- 19. Gas Measurement Services Provides gas measurement services, including but not limited to: meter shop, fabrication shop, measurement design, and any other gas measurement services as may be requested from time to time. Costs of a general nature are allocated using the Number of Customers Ratio.
- 20. Dispatch Services Operates central dispatch. Costs of a general nature are allocated using the Margin Revenue Ratio.
- 21. Fleet Management Provides management services related to motor vehicles and power operated equipment. Costs of a general nature are allocated using the Number of Customers Ratio.

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DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-35:

Provide a copy of the present service agreement between DES and Virginia Electric and Power Company. Indicate whether this agreement will provide the template for the service agreement between DES and SCE&G.

RESPONSE 4-35:

See Attachment ORS 4-35 for the current agreement between DES and Virginia Electric and Power Company. While there are no specific plans at this time, Dominion Energy expects this agreement will assist in developing the service agreement between DES and SCE&G.

Responsible Person: Joshua Blakeney

Dominion Resources Services, Inc. Law Department 120 Tredegar St. Richmond, VA 23219 dom.com Dominion[®]

William H. Baxter II Senior Counsel Direct: (804) 819-2458; Facsimile: (804) 819-2183 Email; william.h.baxter@dom.com

VIA HAND DELIVERY

January 20, 2017

Mr. Joel H. Peck, Clerk c/o Document Control Center State Corporation Commission 1300 East Main Street Tyler Building – First Floor Richmond, Virginia 23219

Re: Application of Virginia Electric and Power Company and Dominion Resources Services, Inc. For approval of a Revised Services Agreement under Chapter 4 of Title 56 of the Code of Virginia, Case No. PUE-2016-00101

Dear Mr. Peck:

Pursuant to Condition (10) in the Appendix to the Commission's Order Granting Approval dated December 7, 2016 in this proceeding, enclosed is an executed copy of the revised DRS Services Agreement approved in this case.

Should you have any questions, please contact me.

Sincerely,

William H. Baxter II Senior Counsel

Willeam H. Bayler &

Enclosure

cc: Ashley B. Macko, Esq. K. Beth Clowers, Esq. Kimberly B. Pate Lawrence T. Oliver Patrick W. Carr Vishwa B. Link, Esq. Elaine S. Ryan, Esq.

DRS Services Agreement

This DRS Services Agreement (this "Agreement") is entered into as of the \(\frac{5T}{} \) day of \(\frac{1}{2017} \), by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation (the "Company"), and DOMINION RESOURCES SERVICES, INC., a Virginia corporation ("DRS"). DRS is sometimes referred to herein as "Service Company."

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WHEREAS, each of the Company and DRS is a direct or indirect wholly-owned subsidiary of Dominion Resources, Inc., a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission ("Dominion");

WHEREAS, the Company is an electric utility engaged in the sale of electric service at retail within its service territories in Virginia and North Carolina and at wholesale within those territories and elsewhere in the United States;

WHEREAS, DRS has been formed for the purpose of providing administrative, management and other services to Dominion and its subsidiaries ("Dominion Companies") as a subsidiary service company;

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from DRS;

WHEREAS, DRS is an "affiliated interest" of the Company within the meaning of the Utility Affiliates Act, Chapter 4 of Title 56 of the Code of Virginia, and therefore contracts and arrangements for the furnishing of services by DRS to the Company are subject to approval of the Virginia State Corporation Commission ("SCC");

WHEREAS, DRS is an affiliate of the Company and therefore certain types of contracts between DRS and the Company are subject to the requirements of North Carolina G.S. § 62-153 and are subject to approval of the North Carolina Utilities Commission ("NCUC"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. <u>SERVICES OFFERED</u>. Exhibit I hereto lists and describes all of the services that are available from DRS. DRS hereby offers to supply those services to the Company. Such services are and will be provided to the Company only at the request of the Company. DRS will provide such requested services using personnel from DRS and, if necessary, from nonaffiliated third parties in accordance with Section III herein.

- II. <u>INITIAL SERVICES SELECTED</u>. Exhibit II lists the services from Exhibit I that (i) the Company hereby agrees to receive from DRS and (ii) DRS hereby agrees to provide to the Company.
- III. <u>PERSONNEL</u>. DRS will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, DRS, after consultation with the Company, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

To the extent any non-DRS affiliated company personnel are required for the provision of a service, DRS will ensure that the non-DRS affiliated company will provide and bill such service directly to DVP through its own SCC- and NCUC- approved services agreement. If the non-DRS affiliated company is not so authorized through its own approved services agreement with the Company, DRS will not use such affiliated personnel to provide services to the Company. Use of affiliated company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

- IV. <u>COMPENSATION AND ALLOCATION</u>. As and to the extent required by law, DRS will provide such services at cost. DRS will regularly conduct market price salary and incentive compensation external surveys to ensure employee compensation is no higher than market. Exhibit III hereof contains rules and methods for determining and allocating costs for DRS.
- V. <u>EFFECTIVE DATE</u>. This Agreement is effective as of January 1, 2017 (the "Effective Date").
- VI. <u>TERM</u>. This Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years thereafter, unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

- A. Modification of Services. The Company may modify its selection of services at any time during the calendar year by giving DRS written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from DRS. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the Company sent written notice to DRS.
- B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to DRS. DRS may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. <u>NOTICE</u>. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To the Company:

Virginia Electric and Power Company 120 Tredegar Street Richmond, VA 23219

With a Copy to:

Dominion Resources Services, Inc.
Law Department
120 Tredegar Street
Richmond, VA 23219
Attention: Managing Counsel and State Regulatory Team

b. To DRS:

Dominion Resources Services, Inc. 120 Tredegar Street Richmond, VA 23219

With a Copy to:

Dominion Resources Services, Inc.
Law Department
120 Tredegar Street
Richmond, VA 23219
Attention: Managing Counsel and State Regulatory Team

IX. <u>GOVERNING LAW</u>. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

- X. <u>ENTIRE AGREEMENT</u>. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.
- XI. <u>WAIVER</u>. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- XII. <u>ASSIGNMENT</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.
- XIII. <u>SEVERABILITY</u>. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

XIV. STATE COMMISSION APPROVALS.

A. VSCC Approval. Pursuant to the Virginia State Corporation Commission ("VSCC") Order Approving Merger in Joint Petition for Dominion Resources, Inc. and Consolidated Natural Gas Company for Approval of Agreement and Plan of Merger under Chapter 5 of Title 56 of the Code of Virginia, Case No. PUA-1999-00020, issued on September 17, 1999, neither Virginia Electric and Power Company nor any other affiliate of Dominion Resources, Inc. subject to the jurisdiction of the Commission shall have any obligation under this Agreement except to the extent such Commission has approved such obligation.

B. NCUC.

- (i) Virginia Electric and Power Company, d/b/a Dominion North Carolina Power's ("DNCP") participation in this Agreement is voluntary, DNCP is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement, and DNCP may elect to discontinue its participation in this Agreement at its election after giving any required notice;
- (ii) DNCP may not make or incur a charge under this Agreement except in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Commission promulgated thereunder;
- (iii) DNCP may not seek to reflect in rates any (A) costs incurred under this Agreement exceeding such amount as may be allowed by the North Carolina

Commission or (B) revenue level earned under this Agreement less than the amount imputed by the North Carolina Commission; and

(iv) DNCP will not assert in any forum that the North Carolina Commission's authority to assign, allocate, make pro-forma adjustments to or disallow revenues and costs for retail ratemaking and regulatory accounting and reporting purposes is preempted and will bear the full risk of any preemptive effects of federal law with respect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

VIRGINIA ELECTRIC AND POWER COMPANY

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Name: Comme Arnett

ich Management

DOMINION RESOURCES SERVICES, INC.

By ____

Name:

Title:

James R. Chapman Senior Vice President

Mergers & Aquisitions and Treasurer

EXHIBIT I

DESCRIPTION OF SERVICES OFFERED BY DRS UNDER THIS DRS SERVICES AGREEMENT

- 1. Accounting. Provide advice and assistance to Dominion Companies in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
- 2. <u>Auditing</u>. Periodically audit the accounting records and other records maintained by Dominion Companies and coordinate their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control and accounting procedures.
- 3. <u>Legal</u>. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
- 4. <u>Information Technology, Electronic Transmission and Computer Services.</u>
 Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Dominion Companies). Develop, implement, and process those computerized applications for Dominion Companies that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
- 5. Software/Hardware Pooling. Accept from Dominion Companies ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Dominion Companies which Dominion Companies can and do transfer or assign to it and computer system hardware used with software and enhancements to which DRS has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Dominion Companies, on a non-exclusive, nocharge or at-cost basis, to use all software which DRS has the right to sell, license or sub-license; and, at the relevant Dominion Companies' expense, permit Dominion Companies to enhance any such software and license others to use all such software and enhancements to the extent that DRS shall have the legal right to so permit.
- 6. <u>Human Resources</u>. Advise and assist Dominion Companies in the formulation and administration of human resources policies and programs relating to the relevant

Dominion Companies' labor relations, personnel administration, training, wage and salary administration, staffing and safety. Direct and administer all medical, health, and employee benefit and pension plans of Dominion Companies. Provide systems of physical examination for employment and other purposes and direct and administer programs for the prevention of sickness. Advise and assist Dominion Companies in the administration of such plans and prepare and maintain records of employee and company accounts under the said plans, together with such statistical data and reports as are pertinent to the plans.

- 7. Operations. Advise and assist Dominion Companies in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of energy and electric transmission and substation plant facilities of each Dominion Company and of the Dominion Companies as a whole, (ii) the planning, engineering (including maps and records) and construction operations of Dominion Companies, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs. Develop long-range operational programs for Dominion Companies and advise and assist each such Dominion Company in the coordination of such programs with the programs of the other Dominion Companies, subject to federal and state codes and standards of conduct, as applicable. Manage Dominion Companies' purchase, movement, transfer, and accounting of nuclear fuel and gas volumes.
- 8. Executive and Administrative. Advise and assist Dominion Companies in the solution of major problems and in the formulation and execution of the general plans and policies of Dominion Companies. Advise and assist Dominion Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Dominion Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.
- 9. <u>Business Services</u>. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).
- 10. <u>Risk Management</u>. Advise and assist Dominion Companies in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

- 11. <u>Corporate Planning</u>. Advise and assist Dominion Companies in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.
- 12. <u>Supply Chain</u>. Advise and assist Dominion Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.
- 13. Rates and Regulatory. Advise and assist Dominion Companies in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Dominion Companies in proceedings before regulatory bodies involving the rates and operations of Dominion Companies and of other competitors where such rates and operations directly or indirectly affect Dominion Companies.
- 14. <u>Tax.</u> Advise and assist Dominion Companies in the preparation of federal, state and other tax returns, generally advise Dominion Companies as to any problems involving taxes, and provide due diligence in connection with acquisitions.
- 15. <u>Corporate Secretary</u>. Provide all necessary functions required of a publicly held corporation. Coordinate information and activities among shareholders, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to shareholders and the U.S. Securities and Exchange Commission. Conduct the annual meeting of shareholders and ensure proper maintenance of corporate records.
- 16. <u>Investor Relations</u>. Provide fair and accurate analysis of Dominion and its operating subsidiaries and its outlook within the financial community. Enhance Dominion's position in the energy industry. Balance and diversify shareholder investment in Dominion through a wide range of activities. Provide feedback to Dominion and its operating subsidiaries regarding investor concerns, trading and ownerships. Hold periodic analysts meetings, and provide various operating data as requested or required by investors.
- 17. <u>Environmental Compliance</u>. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Dominion Companies to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Dominion Company personnel to ensure ongoing compliance.
- 18. <u>Customer Services</u>. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.
- 19. <u>Energy Marketing</u>. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to

emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

- 20. <u>Treasury/Finance</u>. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.
- 21. External Affairs. Provide services in support of corporate strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations, advertising, and external/internal communications programs and with the administration of corporate contribution and community affairs programs.
- 22. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets i.e., property taxes, utilities, and maintenance.

EXHIBIT II

SERVICES THE COMPANY AGREES TO RECEIVE FROM DRS

SERVICE		YES	NO
. 1.	Accounting	x	•
2.	Auditing	X	
. 3.	Legal and Regulatory	X	
4.	Information Technology, Electronic Transmission and Computer Services	X	
5.	Software/Hardware Pooling	X	
6.	Human Resources	X	
7.	Operations	X	
8.	Executive and Administrative	X	
9.	Business Services	X	
10.	Risk Management	X	
11.	Corporate Planning	X	
12.	Supply Chain	X	
13.	Rates	X	
14.	Tax	X	
·15.	Corporate Secretary	X	
16.	Investor Relations	X	
17.	Environmental Compliance	X	•
18.	Customer Services	X	
19.	Energy Marketing	X	
20.	Treasury/Finance	Х .	
21.	External Affairs	Х.	
22.	Office Space and Equipment	X	

EXHIBITIII

METHODS OF ALLOCATION FOR DRS

DRS shall allocate costs among companies receiving service from it under this and similar service contracts using the following methods:

- I. The costs of rendering service by DRS will include all costs of doing business including interest on debt but excluding a return for the use of equity capital for which no charge will be made to Dominion Companies.
- II. A. DRS will maintain a separate record of the expenses of each department.

 The expenses of each department will include:
 - 1. those expenses that are directly attributable to such department, and
 - 2. an appropriate portion of those office and housekeeping expenses that are not directly attributable to a department but which are necessary to the operation of such department.
 - B. Expenses of the department will include salaries and wages of employees, rent and utilities, materials and supplies, depreciation, and all other expenses attributable to the department. The expenses of a department will not include:
 - those incremental out-of-pocket expenses that are incurred for the direct benefit and convenience of an individual Dominion Company or group of Dominion Companies,
 - DRS overhead expenses that are attributable to maintaining the
 corporate existence of DRS, and all other incidental overhead
 expenses including those auditing fees, internal auditing
 department expenses and accounting department expenses
 attributable to DRS.
 - C. DRS will establish annual budgets for controlling the expenses of each department and for determining estimated costs to be included in interim monthly billing.
- III. A. Employees in each department will be divided into two groups:
 - 1. Group A will include those employees rendering service to Dominion Companies, and

- 2. Group B will include those office and general service employees, such as secretaries, file clerks and administrative assistants, who generally assist employees in Group A or render other housekeeping services and who are not engaged directly in rendering service to each Dominion Company or a group of Dominion Companies.
- B. Expenses set forth in Section II. above will be separated to show:
 - 1. salaries and wages of Group A employees, and
 - 2. all other expenses of the department.
- C. There will be attributed to each dollar of a Group A employee's salary or wage, that percentage of all other expenses of such employee's department (as defined in B above), that such employee's salary or wage is to the total Group A salaries and wages of that department.
- D. Group A employees in each department will maintain a record of the time they are employed in rendering service to each Dominion Company or group of Dominion Companies. An hourly rate will be determined by dividing the total expense attributable to a Group A employee as determined under subsection C above by the productive hours reported by such employee,
- IV. The charge to the Dominion Company for a particular service will be determined by multiplying the hours reported by Group A employees in rendering such service to each Dominion Company by the hourly rates applicable to such employees. When such employees render service to a group of Dominion Companies, the charge to each Dominion Company will be determined by multiplying the hours attributable to the Dominion Company under the allocation formulas set forth in Section IX of this Exhibit by the hourly rates applicable to such employees.
- V. To the extent appropriate and practical, the foregoing computations of hourly rates and charges may be determined for groups of employees within reasonable salary range limits.
- VI. Those expenses of DRS that are not included in the annual expense of a department under Section II above will be charged to Dominion Companies receiving service as follows:
 - A. Incremental out-of-pocket costs incurred for the direct benefit and convenience of a Dominion Company or group of Dominion Companies will be charged directly to such Dominion Company or group of

- Dominion Companies. Such costs incurred for a group of Dominion Companies will be allocated on the basis of an appropriate formula.
- B. DRS overhead expenses referred to in Section II above will be charged to the Dominion Company either on the proportion of direct charges to that Dominion Company or under the allocation formulas set forth in Section IX of this Exhibit.
- VII. Notwithstanding the foregoing basis of determining cost allocations for billing purposes, cost allocations for certain services involving machine operations, production or service units, or facilities cost will be determined on an appropriate basis established by DRS.
- VIII. Monthly bills will be issued for the services rendered to the Dominion Company on an actual basis. However, if such actual information is not available at the time of preparation of the monthly bill, estimates may be used. Estimates will normally be predicated on service department budgets and estimated productive hours of employees for the year. At the end of each quarter, estimated figures will be revised and adjustments will be made in amounts billed to give effect to such revision.
- IX. When Group A employees render services to a group of Dominion Companies, the following formulas shall be used to allocate the time of such employees to the individual Dominion Companies receiving such service (Each Dominion Company metric/Total Dominion Companies' metrics):
 - A. The Service Department or Function formulas to be used when employees render services to all Dominion Companies participating in such service, for the services indicated are set forth below.

Service Department <u>or Function</u>	Basis of Allocation
Accounting:	i i
Payroll Processing	Number of Dominion Company employees on the previous December 31 st .
Accounts Payable Processing	Number of Dominion Company accounts payable documents processed during the preceding year ended December 31st. [Accounts Payable Invoices] Dollar value of Dominion Company purchases on company credit cards for the preceding year ended December 31st. [Accounts Payable P-Card]
Fixed Assets Accounting	Dominion Company fixed assets added, retired or transferred during the preceding year ended December 31st.

Service Department or Function

Information Technology, Electronic
Transmission and Computer Services
and Software/Hardware Pooling:
LDC/EDC Computer Applications

Other Computer Applications, including Software/Hardware Pooling

Telecommunications Applications

Human Resources: Human Resources

Business Services:

Facility Services

Fleet Administration

Security

Gas Supply

Risk Management: Risk Management

Corporate Planning: Corporate Planning

Supply Chain: Purchasing

Basis of Allocation

Number of Dominion Company customers at the end of the preceding year ended December 31st. Number of Dominion Company users or usage of specific computer systems at the end of the preceding year ended December 31st.

Number of Dominion Company telecommunications units at the end of the preceding year ended December 31st.

The number of Dominion Company employees as of the preceding December 31st.

Square footage of Dominion Company office space as of the preceding year ended December 31st. Number of Dominion Company vehicles as of the

preceding December 31st.

The number of Dominion Company employees as

of the preceding December 31st.

Throughput of gas volumes purchased for each Dominion Company for the preceding year ended

December 31st.

Dominion Company insurance premiums for the

preceding year ended December 31st.

Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31st.

Dollar value of Dominion Company purchases for

the preceding year ended December 31st.

Service Department or Function

Basis of Allocation

Tax:

Tax Accounting and Compliance

The sum of the total income and total deductions as reported for Dominion Consolidated Federal Income Tax purposes on the last return filed.

Customer Services:

Customer Payment (Remittance)

Processing

Number of Dominion Company customer payments processed during the preceding year

ended December 31st.

Treasury/Finance:

Treasury and Cash Management

Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31st.

Office Space and Equipment: Corporate Office and Electricity

Headcount at corporate offices as of the previous December 31st.

B. For services not mentioned above, the method of allocation is set forth below:

Company Group

Basis of Allocation

Accounting
Audit
Business Planning
Corporate Secretary
Energy Marketing
Environment
Executive
External Affairs
General Services
Legal

Total operating expenses, excluding purchased gas expense, purchased power expense (including fuel expense), other purchased products and royalties, depreciation, depletion, and amortization, and taxes other than income for the preceding year ended December 31st for the affected Dominion Companies.

A combination of items immediately noted above and flight days for the previous two years.

Aviation

Operations
Travel Services

C. If the use of a basis of allocation would result in an inequity because of a change in operations or organization, then DRS may adjust the basis to effect an equitable distribution.

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-36:

Provide a copy of the proposed service agreement between DES and SCE&G (effective post proposed merger).

RESPONSE 4-36:

No such proposed service agreement has been developed at this time. See Response 4-35.

Responsible Person: Joshua Blakeney

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-37:

Provide a copy of the present SCANA Services cost allocation manual(s) ("CAM") which describes the allocation of shared costs over its organization.

RESPONSE 4-37:

SCANA Services does not maintain a cost allocations manual. Below is a summary description of the cost assignment process. The allocation methodologies described below are filed with the Federal Energy Regulatory Commission in the SCANA Services, Inc. annual FERC Form No. 60.

The accounting system used at SCANA allows costs to be identified by benefitting subsidiary (Business Unit), area of operations (Operating Unit), department, account number, capital work order and nature of expenditure (resource code). These elements of SCANA's accounting key allow for the direct assignment or the application of one of the approved allocation methodologies of SCANA Services shared costs to the benefitting area. Costs assignment is determined by a combination of the operating unit and department. The operating unit determines which client entity (entities) is/are charged and the department determines the allocation methodology. For example, a Human Resources department is assigned to the Number of Employees allocation methodology. The primary inputs to the accounting system are time records of hours worked by SCANA Services employees, accounts payable transactions and journal entries.

Costs incurred for services specifically performed for a single Client Entity are directly assigned or charged to such Client Entity. Costs incurred for services performed for two or more Client Entities are distributed among and charged to such Client Entities using one of the methods of allocation described below.

Methods of Allocation:

1. Information Systems Charge-back Rates - Rates for services, including but not limited to Software, Consulting, Mainframe, Midtier and Network Connectivity Services, are based on the costs of labor, materials and Information Services overheads related to the provision of each service. Such rates are applied based on the specific equipment employed and the measured usage of services by Client Entities. These rates are determined annually based on actual experience

and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

- 2. Margin Revenue Ratio "Margin" is equal to the excess of sales revenues over the applicable cost of sales, i.e., cost of fuel for generation and gas for resale. The numerator is equal to margin revenues for a specific Client Entity and the denominator is equal to the combined margin revenues of all the applicable Client Entities. This ratio is evaluated annually based on actual results of operations and may be adjusted for any known and reasonably quantifiable events, or at such time, based on results of operations for a subsequent twelve-month period, as may be required due to significant changes.
- 3. Number of Customers Ratio A ratio based on the number of customers served by each subsidiary or operating unit. This ratio is determined annually based on actual number of customers and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 4. Number of Employees Ratio A ratio based on the number of employees benefiting from the performance of a service. This ratio is determined annually based on actual counts of applicable employees and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 5. Three-Factor Formula This formula is determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company paid payroll taxes) and gross revenues and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.
- 6. Modified Three-Factor Method A ratio for the allocation of non-directly assigned corporate governance costs. The Modified Three-Factor Method provides for an allocation of costs to the principal holding company (referred to as "parent company in the description of allocation methods in the FERC Form 60); the Three-Factor Method does not. The formula is determined annually based on the average of gross property, payroll charges (salaries and wages, including overtime, shift premium and holiday pay, but not including pension, benefit and company paid payroll taxes) and gross revenues. For the purpose of the Modified Three-Factor Method, the dividends resulting from operations of the subsidiaries are used as a proxy for revenues for the principal holding company (referred to as "parent company" in the description of allocation methodologies in the FERC Form 60).
- 7. Telecommunications Charge-back Rates Rates for use of telecommunications services other than those encompassed by Information

Systems Charge-back Rates are based on the costs of labor, materials, outside services and Telecommunications overheads. Such rates are applied based on the specific equipment employment and the measured usage of services by Client Entities. These rates are determined annually based on actual experience and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

8. Gas Sales Ratio - A ratio based on the actual number of dekatherms of natural gas sold by the applicable gas distribution or marketing operations. This ratio is determined annually based on actual results of operations and may be adjusted for any known and reasonably quantifiable events, or at such time, as may be required due to significant changes.

Responsible Person: Ernest McCravy

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-38:

Provide a copy of the present DES CAM(s).

RESPONSE 4-38:

See DE Attachment ORS 4-38 on the enclosed compact disc.

Responsible Person: Joshua Blakeney

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-39:

Provide a copy of the present Tax Sharing or Tax Allocation Agreement between SCANA and SCE&G (prior to the proposed merger).

RESPONSE 4-39:

Please see Attachment ORS 4-39

Responsible person: Virginia Smith

3. Proposed Tax Allocation Agreement.

The Applicants request that the Commission authorize SCANA and its subsidiaries to allocate the consolidated income tax liability of the group in accordance with the Tax Allocation Agreement that is filed herewith as Exhibit B-5 (Rev). Under the proposed Tax Allocation Agreement, the consolidated tax would be allocated among the members of the group in proportion to the separate return tax of each member, provided that the tax apportioned to any subsidiary company of SCANA will not exceed the "separate return tax" of such subsidiary.(5) This is the method of allocation permitted under Rule 45(c)(2)(ii).

The agreement further provides that SCANA will retain the benefit (in the form of the reduction in consolidated tax) that is attributable to the interest expense on the Acquisition Debt, rather than reallocate that tax savings to its subsidiary companies, as would be required by Rule 45(c)(5). In this respect, the proposed Tax Allocation Agreement does not comply with all of the requirements of Rule 45(c). The proposed Tax Allocation Agreement will have the effect of assigning the tax benefit associated with the interest expense on the Acquisition Debt to the entity that is legally obligated for its payment - SCANA. At the same time, in accordance with Rule 45(c)(2), the portion of the consolidated tax allocated to any of SCANA's subsidiaries will not exceed the "separate return tax" of such subsidiary (the "separate return limitation"). Thus, the proposed Tax Allocation Agreement will not have the effect of shifting a larger portion of the group's tax liability to any member than it would otherwise pay on a separate return basis. Exhibit K-1 illustrates the difference between the Rule 45(c) method and the proposed method in the amounts of tax that would be allocated to the members of the SCANA group. Any tax benefits other than those related to the Acquisition Debt accruing to SCANA will continue to be allocated to its subsidiaries as required by Rule 45(c).

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EXHIBIT

B**-**5

(revised)

⁽⁵⁾ Under Rule 45(c), the "separate return tax" is defined to mean "the tax on the corporate taxable income of an associate company computed as though such company were not a member of a consolidated group."

INCOME TAX ALLOCATION AGREEMENT

THIS INTERCOMPANY INCOME TAX ALLOCATION AGREEMENT (this "Agreement") is made as of the ____ day of ____ made as of the ____day of ____,__, by and between SCANA Corporation ("SCANA") and each of its wholly owned subsidiaries, namely (i) SCANA Services, Inc., (ii) South Carolina Electric & Gas Company, (iii) South Carolina Pipeline Corporation and its wholly owned subsidiary C&T Pipeline, LLC, (iv) South Carolina Fuel Company, Inc., (v) South Carolina Generating Company, Inc., (vi) SCANA Communications, Inc. and its wholly owned subsidiary SCANA Communications Holdings, Inc. (Holdings being a Delaware corporation), (vii) Public Service Company of North Carolina, Inc. ("PSNC") and its wholly owned subsidiaries Clean Energy Enterprises, Inc., PSNC Blue Ridge Corporation and PSNC Cardinal Pipeline Company, (viii) Primesouth, Inc. and its wholly owned subsidiary Palmark, Inc., (ix) SCANA Development Corporation, (x) SCANA Energy Marketing, Inc. and its wholly owned subsidiaries PSNC Production Corporation (which wholly owns SCANA Public Service Co. LLC) and SCANA Energy Trading, LLC, (xi) SCANA Propane Gas, Inc. and its wholly owned subsidiaries USA Cylinder Exchange, Inc. and SCANA Propane Supply, Inc., (xii) SCANA Propane Storage, Inc., (xiii) ServiceCare, Inc., (xiv) SCANA Resources, Inc., and (xv) SCG Pipeline, Inc., each being a South Carolina corporation, except SCANA Communications Holdings, Inc. as above indicated. All of the aforementioned corporations are hereinafter referred to individually as a "Company" and collectively referred to as the "Companies". The term Company shall also include subsidiaries of SCANA who subsequently sign a counterpart to this Agreement to become part of the consolidated group for federal income tax purposes.

WITNESSETH:

WHEREAS, the Companies file a consolidated federal income tax return in accordance with the provisions of subparagraph (a)(1) of Section 1552 of the Internal Revenue Code of 1986;

WHEREAS, by order dated _____, ___, the Securities and Exchange Commission has authorized the Companies to enter into this agreement and to allocate consolidated federal income tax liability and certain other taxes described below in the manner provided herein; and

WHEREAS, the Companies desire to allocate such tax liability in accordance with the following procedures;

NOW THEREFORE, the Companies do agree as follows:

ARTICLE I.

DEFINITIONS

1.1 "Acquisition Indebtedness" means indebtedness incurred by SCANA to finance the mergers contemplated by the Amended and Restated Agreement and Plan of Merger dated as of February 16, 1999, and as amended as of May 10, 1999, by and among PSNC, SCANA, New

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- Sub I, Inc. and New Sub II, Inc., pursuant to which PSNC became a whollyowned subsidiary of SCANA, and any renewals or extensions thereof and any refinancings or refundings thereof.
- 1.2 "Associate Companies" shall mean all Companies party hereto other than SCANA.
- 1.3 "Consolidated Tax" is the aggregate tax liability for a tax year, being the tax shown on the consolidated return and any adjustments thereto thereafter determined. The consolidated tax will be the refund if the consolidated return shows a negative tax.
- 1.4 "Corporate Tax Credit" is a negative separate return tax of a Company for a tax year, equal to the amount by which the consolidated tax is reduced by including a net corporate taxable loss or other net tax benefit of such Company in the consolidated tax return.
- 1.5 "Corporate Taxable Income" is the income or loss of a Company for a tax year, computed as though such Company had filed a separate return on the same basis as used in the consolidated return, except that dividend income from the Companies shall be disregarded, and other intercompany transactions eliminated in the consolidated return shall be given appropriate effect. It shall further be adjusted to allow for applicable rights accrued to a Company for the recognition of negative corporate taxable income consistent with the provisions of Article II herein, but carryovers and carrybacks shall not be taken into account as loss Companies are to receive current payment of their Corporate Tax Credits. If a Company is a member of the registered system's consolidated tax group for only part of a tax year, that period will be deemed to be its tax year for all purposes for that year under this Agreement.
- 1.6 "Other Return" means any consolidated, combined or unitary return of Other Taxes filed by SCANA or any Company, whether before or after the date hereof, which covers the operations of one or more Companies.
- 1.7 "Other Taxes" means any taxes (including interest and penalties) payable by SCANA or any Company to the government of any state, municipal or other political subdivision, including all agencies and instrumentalities of such government.
- 1.8 "Separate Return Tax" is the tax on the Corporate Taxable Income of a Company computed as though such Company was not a member of a consolidated group.

ARTICLE II.

TAX ALLOCATION PROCEDURES

2.1 (a) The Consolidated Tax shall be apportioned among the Companies in proportion to the Corporate Taxable Income of each member of the affiliated group. Each Associate Company which incurs a tax loss for the year shall be included in the allocation of Consolidated Tax and shall receive a Corporate Tax Credit, the amount of which shall be currently paid to such Associate Company by SCANA increased by any amounts previously assessed by SCANA and remitted by such Associate Company to SCANA for estimated tax payment purposes attributable to the subject taxable year. Each Company with

a positive allocation of the Consolidated Tax shall currently pay the amount so allocated, decreased by any

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amounts previously assessed by SCANA and remitted by such Company to SCANA for estimated tax payment purposes attributable to the subject taxable year.

- (b) If and to the extent that SCANA has a Corporate Tax Credit, SCANA may receive and retain payment of an amount equal to the portion of SCANA's Corporate Tax Credit attributable to the interest deduction associated with SCANA's Acquisition Indebtedness. The portion of SCANA's Corporate Tax Credit which cannot be allocated and paid to SCANA due to the limitations of this section shall be allocated to the Associate Companies with a positive allocation of the Consolidated Tax in proportion to the Corporate Taxable Income of such Associate Companies.
- (c) In making the tax allocations provided for in this Agreement, except as provided in Section 2.1(b) above, notwithstanding any of the foregoing, no corporate tax benefits shall be allocated to SCANA and SCANA shall be required to contribute towards the payment of the Consolidated Tax (and any other amounts required to be paid to any Company by SCANA pursuant to Section 2.1 of this Agreement) an amount equal to the Separate Return Tax attributable to SCANA for such tax year. SCANA will remit, from its separate resources, funds for the payment of tax liabilities owed by SCANA pursuant to this Section 2.1.
- 2.2 A U.S. consolidated federal income tax return shall be prepared and filed by SCANA for each taxable year in respect of which this Agreement is in effect and for which the Companies are required or permitted to file a consolidated federal income tax return. SCANA and each of the Associate Companies shall execute and file such consents, elections and other documents that may be required or appropriate for the proper filing of such returns. SCANA shall pay to the Internal Revenue Service the group's Consolidated Tax liability from the net of the receipts and payments.
- 2.3 No Associate Company shall be allocated any income tax greater than the Separate Return Tax of such Associate Company.
- 2.4 To the extent that the Consolidated and Corporate Taxable Incomes include material items taxed at rates other than the statutory rate (such as capital gains and preference items), the portion of the Consolidated Tax attributable to these items shall be apportioned directly to the members of the group giving rise to such items.
- 2.5 Should the Companies generate a net consolidated tax loss for a tax year that is too large to be used in full for that year, with the result that there are uncompensated Corporate Tax Credit benefits for that year, the carryover of uncompensated benefits related to the carryforward of tax losses applied to reduce Consolidated Taxable Income in future tax years shall be apportioned in accordance with the respective Companies' contributions to such loss. The tax benefits of any resultant carryback shall be allocated proportionally to the Companies that generated corporate tax losses in the year the consolidated net operating tax loss was generated. Any related loss of credits, including investment tax credit reversals, shall be allocated to the Company that utilized the credits in the prior year in the same

proportion that the credit lost is to the total credit'utilized in the prior year. Investment tax credit reversals allocated to a Company will be added to that Company's available corporate investment tax credit for future allocations. A prior year consolidated net operating tax loss carryforward applied to

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reduce current year Consolidated Taxable Income shall be allocated proportionally to Companies that generated a corporate tax loss in the year the consolidated net operating loss was generated.

2.6 Adjustments to or revisions of the Consolidated Tax as a result of subsequent events such as amended returns, revenue agents' reports, litigation or negotiated settlements shall be allocated in accordance with the principles established in this Agreement.

ARTICLE III.

OTHER TAXES

- 3.1 SCANA will prepare and file (or cause to be prepared and filed) all Other Returns of Other Taxes which are required to be filed with respect to the operations of SCANA and its subsidiaries. In the event any taxing authority requires or permits that a combined, consolidated or unitary return be filed for Other Taxes, which return includes both SCANA and a subsidiary, SCANA may elect to file such return and shall have the right to require any Company to be included in such return. SCANA will advise each of its subsidiaries included in each Other Return and each governmental office in which any Other Return is filed. Other Taxes shall be allocated among the Companies, and adjustments made regarding tax rates, carryforwards and carrybacks and subsequent events, in a manner that is consistent with the method set forth in Article II hereof. Furthermore, amounts due to SCANA or from SCANA, with respect to Other Taxes shall be paid as provided in Article II.
- 3.2 Each Company that does not file an Other Return or for which SCANA has not filed an Other Return shall be solely responsible and obligated to pay the tax liability with respect to its required returns from its own funds. Such returns shall be prepared and filed by SCANA on behalf of such Company.
- 3.3 If any Company is required to file a combined, consolidated or unitary return for Other Taxes with another Company, but not with SCANA, then SCANA shall have the rights, powers and obligations to file such tax returns and apportion among, and collect and remit from, the applicable Companies such Other Taxes as the rights, powers and obligations given to SCANA under this Agreement with respect to the Consolidated Tax. Such returns shall be prepared and filed by SCANA. If the right to file a combined, consolidated or unitary return for Other Taxes is optional, then SCANA shall decide which of its subsidiaries should, to the extent permitted by law, join in the filing of such return.

- 3.4 SCANA and each of the Associate Companies shall execute and file such consents, elections and other documents that may be required or appropriate for the proper filing of Other Returns. SCANA shall pay to the appropriate taxing body the combined tax liability in respect of Other Taxes from the net of the receipts and payments made by it and the Associate Companies.
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 m No}$ Associate Company shall be allocated any Other Tax greater than the amount computed as though such Company was not a member of a group filing such Other Return.

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ARTICLE IV.

AMENDMENT

This Agreement is subject to revision as a result of changes in income tax law and changes in relevant facts and circumstances, subject to approval of the Securities and Exchange Commission as and to the extent required by the Public Utility Holding Company Act of 1935, as amended.

ARTICLE V.

EFFECTIVENESS

This Agreement shall apply to the tax period ending December 31, 2002, and, subject to receipt of approval of the Securities and Exchange Commission, all subsequent taxable periods unless and until (a) this Agreement is terminated by the mutual consent of the signatories hereto, or (b) this Agreement is terminated by SCANA (in its sole discretion) as to any one or more Associate Companies at any time that such Associate Company(ies) are no longer members of an affiliated group with SCANA under Section 1504(a) of the Code. Notwithstanding such termination, this Agreement shall continue in effect with respect to any payment or refunds due for all taxable periods ending on or prior to termination.

ARTICLE VI.

PARTIES TO THIS AGREEMENT

This Agreement shall be binding upon and inure to the benefit of any successor of the Companies, whether by operation of law or otherwise, to the same extent as if the successor had been an original party to the Agreement. If during a consolidated return period SCANA or any Associate Company acquires or organizes another corporation that is required to be included in the consolidated return, then such corporation shall join in and be bound by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by an officer of each company as of the day and year first above written by the Companies.

ATTEST: SCANA Corporation

ATTEST: SCANA Services, Inc.

ATTEST: South Carolina Electric & Gas Company

ATTEST: South Carolina Pipeline Corporation

ATTEST: South Carolina Fuel Company, Inc.

ATTEST: South Carolina Generating Company,

Inc.

ATTEST: SCANA Communications, Inc.

ATTEST: SCANA Communications Holdings, Inc.

ATTEST: Primesouth, Inc.

ATTEST: Palmark, Inc.

ATTEST: SCANA Development Corporation

ATTEST: SCANA Energy Marketing, Inc.

ATTEST: PSNC Production Corporation

ATTEST: SCANA Propane Gas, Inc.

ATTEST: USA Cylinder Exchange, Inc.

ATTEST: SCANA Propane Supply, Inc.

ATTEST: SCANA Propane Storage, Inc.

ATTEST: Service Care, Inc.

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ATTEST: SCANA Resources, Inc.

ATTEST: SCG Pipeline, Inc.

ATTEST: Public Service Company of

North Carolina, Inc.

ATTEST: Clean Energy Enterprises, Inc.

ATTEST: PSNC Blue Ridge Corporation

ATTEST: PSNC Cardinal Pipeline Company

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SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-40:

Provide a copy of the present Tax Sharing or Tax Allocation Agreement between Dominion and its present affiliates

RESPONSE 4-40:

See Attachment ORS 4-40.

Dominion Energy anticipates amending its tax sharing agreement to reflect recent changes in income tax law resulting from tax reform and to provide greater cash management flexibility with respect to quarterly estimated tax payments. Any such amendments, which may require, or be subject to, regulatory approval, would have no substantive impact on the existing methodology for allocating of current federal and state income taxes among the members of Dominion Energy's consolidated group.

Responsible Persons: William Kurz

CONSOLIDATED FEDERAL INCOME TAX ALLOCATION AGREEMENT AMONG MEMBERS OF THE DOMINION RESOURCES, INC. AFFILIATED GROUP

WHEREAS, Dominion Resources Inc., a corporation organized under the laws of the State of Virginia ("DRI") and a holding company under the Public Utility Holding Company Act of 2005, together with its subsidiary companies, direct and indirect, listed in Appendix A, comprise the members of the DRI consolidated group which will join annually in the filing of a consolidated Federal income tax return, and it is now the intention of DRI and its subsidiaries, direct and indirect, (hereinafter collectively referred to as the "DRI Group"), to enter into an agreement for the allocation of current federal income taxes; and

WHEREAS, certain members of the DRI Group will join annually in the filing of certain consolidated state income or other tax returns (to the extent permitted or required under applicable state income tax laws), and it is now the intention of the DRI Group to enter into an agreement for the allocation of current state income taxes; and

NOW, THEREFORE, each member ("Member") of the DRI Group does hereby covenant and agree with one another that the current consolidated income tax liabilities of the DRI Group shall be allocated as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided, the following terms shall have the following respective meanings:

"Code" means the Internal Revenue Code of 1986, as amended.

"Consolidated Group" means Dominion Resources, Inc. and all of its subsidiaries which, from time to time, may be included in any (i) federal income tax return filed by Dominion Resources, Inc. in accordance with sections 1501 and 1502 of the Code or(ii) Other Return.

"Consolidated Return" means any consolidated federal income tax return or Other Return filed by DRI whether before or after the date hereof, which includes one or more Members of the DRI Group in a consolidated, combined or unitary group of which DRI is the common parent.

"Consolidated Return Year" means any period during which DRI files a consolidated federal income tax return or Other Return that includes one or more Members of the DRI Group in a consolidated, combined or unitary group of which DRI is a common parent.

"Consolidated Taxable Income" is the taxable income of the DRI Group as computed for federal or state income tax purposes.

"Consolidated Tax Liability" means, with reference to any taxable period, the consolidated, combined or unitary tax liability (including any interest, additions to tax and penalties) of the Consolidated Group for such taxable period (including the consolidated federal income tax liability and other consolidated, combined or unitary liability for Other Taxes).

"Corporate Taxable Income" means the income or loss of an associate company for a tax year computed as though such company had filed a separate return on the same basis as used in the Consolidated Return, except that dividend income from associate companies shall be disregarded, and other intercompany transactions eliminated in the Consolidated Return shall be given appropriate effect. The Corporate Taxable Income of any Member will include their allocable share of the consolidated Code Section 199 deduction as allocated under section 2.1(b) (iii) below.

"Designated Official" means the Vice President, Tax of DRI or such other official assigned the responsibilities of Vice President, Tax of Dominion Resources, Inc.

"Other Return" means any consolidated, combined or unitary return of Other Taxes filed by DRI or another Member of the Dominion Resources, Inc. Group, whether before or after the date hereof, which covers the operations of one or more Members of the DRI Group.

"Other Taxes" means any taxes (including any interest and penalties) payable by DRI or another Member of the DRI Group to the government of any state, municipal or other political subdivision, including all agencies and instrumentalities of such government.

"Person" means any individual, partnership, form, corporation, limited liability company, joint stock company, unincorporated association, joint venture, trust or other entity or enterprise, or any government or political subdivision or agency, department or instrumentality thereof.

"Regulations" means the Treasury Regulations promulgated under the Code, as amended.

"Separate Return Tax" means the tax on the Corporate Taxable Income of a corporation which is a Member.

Section 1.2 References, Etc. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined herein in the singular shall have the same meanings in the plural and vice versa. All References herein to any Person includes such Person's successors and assigns. All references herein to Articles and Sections shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement. In this Agreement, unless a clear contrary intention appears the word "including" (and with correlative meaning "include") means "including but not limited to".

ARTICLE II.

Preparation and Filing of Tax Returns; Allocation of Taxes

Section 2.1 Federal Returns.

- (a) A U.S. consolidated federal income tax return shall be prepared and filed by DRI for each taxable year in respect of which this Agreement is in effect and for which the Consolidated Group is required or permitted to file a consolidated federal income tax return. DRI and all its subsidiaries shall execute and file such consents, elections and other documents that may be required or appropriate for the proper filing of such returns.
- (b) (i) The Consolidated Group will elect, on a timely basis, in accordance with Section 1.1552-1(c) of the Regulations to allocate its consolidated tax liability (other than alternative minimum tax ("AMT") and its related credits) among its Members under the method described in Sections 1.1502-33(d)(3) and 1.1552-1(a)(2) commencing with the consolidated taxable year ended December 31, 2000. The fixed percentage to be used for purposes of Regulations section 1,1502-33(d)(3)(i) is 100%. The general effect of such method is to first allocate the consolidated tax liability among the Members of the Consolidated Group on the basis of the percentage of the total consolidated tax which the Separate Return Tax of such Member (other than AMT and its related credits) would bear to the total amount of the Separate Return Taxes (other than AMT and its related credits) for all Members of the group so computed. Then such method allocates an additional amount (the "Tax Benefit Amount") to each Member up to, but not greater than, the excess, if any, of its Separate Return Tax liability (other than AMT and its related credits) over the amount allocated to such Member in the previous sentence. The total of the Tax Benefit Amounts allocated to Members shall result in payments to, and an increase in the earnings and profits of, the Members who had items of deduction, loss or credits to which such Tax Benefit Amount is attributable.
- (ii) The allocation of the alternative minimum tax liability incurred by the DRI Group and the resulting minimum tax credit shall be allocated in the manner set forth in Proposed and Temporary Treasury Regulation Sections 1.1502-55. This method generally allocates (i) any AMT paid by the Dominion Resources, Inc. Group based on the relative separate adjusted AMT of each Member and (ii) the minimum tax credit (AMTC) on the basis of the AMT previously assigned to such Member and assuming that AMTC is utilized on a "first in/first out" methodology, and that to the extent that AMTC arising in one year is not fully utilized, such AMTC is utilized proportionately by the Members previously assigned AMT for that year.
- (iii) The consolidated Code Section 199 deduction will be allocated among the Members of the Consolidated group on the basis of the percentage that the Code Section 199 deduction that would have been reflected in the Separate Return Tax of such member bears to the total Code Section 199 deduction reflected in the Separate Return Tax for all members of the group so computed.
- (c) Each Member's allocable share of the consolidated income tax liability as determined in Section 2.1(b) hereby shall be used in both (i) the determination of each Member's earnings and profits and (ii) determining the amounts to be paid (as provided in Section 3.4 of this Agreement) by Members to DRI with respect to each Member's share of the Consolidated Group's Tax liability and payments from DRI to Members with respect to the use of a Member's tax attributes.

- (d) (i) The aggregate of all amounts paid by Members of the Consolidated Group (the "Paying Members") as a result of the excess of each Members' Separate Return Tax liability (as determined under Section 1.1552-1(a)(2)(ii) of the Regulations) over the amount allocated to such Member as its share of the Consolidated Tax Liability under Code Section 1552 (i.e., the Tax Benefit Amount) shall be paid by Dominion Resources, Inc. to the other Members (the "Loss Members") which had tax deductions, losses and credits to which such payments by the Paying Members are attributable, The apportionment of such payments among Loss Members shall be in a manner that reflects the Consolidated Group's absorption of such tax attributes in the manner described in Section 2.1(e) below. The payments to the Loss Members for their tax attributes shall be pursuant to a consistent method which reasonably reflects such items of loss or credit (such consistency and reasonableness to be determined by the Designated Official).
- (e) In apportioning the payments to Loss Members for the Tax Benefit Amount pursuant to Section 2.1(d) hereof:
- (i) any consolidated net operating loss ("NOL") shall be allocated among the group Members pursuant to Regulations Section 1.1502-21(b). To the extent the consolidated NOL is carried back, any Member's individually allocable NOL shall be deemed carried back and utilized in proportion to the amount that the Member's NOL bears to the consolidated NOL. Analogous principles shall apply in the case of NOL carryforwards;
- (ii) with respect to each type of credit used to offset all or a portion of the Consolidated Tax Liability otherwise payable, such credit shall be allocated among the Members by crediting to each Member an amount of credit which that Member would have available to utilize on a separate return basis in a manner consistent with the method set forth in Section 2.1(e)(i) above.
- (iii) the cost of any credit recapture which results in the payment of tax shall be specifically allocated to the Member whose credit is recaptured determined in a manner consistent with the provisions of Section 2.1(e)(i) above.
- (f) The allocation of tax shall be subject to further adjustment from time to time on account of the payment of additional tax or the receipt of a refund attributable to either the filing of an amended return or on account of the results of an audit conducted by the Internal Revenue Service or other relevant taxing authority.
- Section 2.2 Other Taxes. (a) DRI will prepare and file (or cause to be prepared and filed) all returns of Other Taxes which are required to be filed with respect to the operations of DRI and its subsidiaries. In the event any taxing authority requires or permits that a combined, consolidated or unitary return be filed for Other Taxes, which return includes both DRI and a subsidiary, DRI may elect to file such return and shall have the right to require any Member to be included in such return. DRI will advise each of its subsidiaries included in each Other Return and each governmental office in which any Other Return is filed. Other Taxes shall be allocated among the DRI Group in a manner that is consistent with the method set forth in Article 2 hereof. Any difference between the consolidated Other Taxes and the sum of the members Other Taxes or benefits calculated on a separate return basis will be allocated to DRI.
- (b) Each Member of the DRI Group that does not file an Other Return together with any other Member of the DRI Group shall be solely responsible and obligated to pay

the tax liability with respect to such return from its own funds. Such returns shall be prepared and filed by DRI or the Member filing the Other Return.

(c) If any Member of the DRI Group is required to file a combined, consolidated or unitary return for Other Taxes with another Member of the DRI Group, but not with DRI (an "Other Taxes Subgroup"), then DRI shall have the rights, powers and obligations to file such tax returns and apportion among and, collect and remit from, the applicable Members such Other Taxes as the rights, powers and obligations given to DRI under this Agreement with respect to the Consolidated Tax Liability. Such returns shall be prepared and filed by DRI. If the right to file a combined, consolidated or unitary return for Other Taxes is optional, then DRI shall decide which of its subsidiaries should, to the extent permitted by law, join in filing of such return.

Section 2.3 Member Tax Information. The Members of the Consolidated Group shall submit the tax information requested by the Designated Official of DRI in the manner and by the date requested, in order to enable the Designated Official to calculate the amounts payable by the Members pursuant to Article 3 hereof.

ARTICLE III.

RESPONSIBILITY FOR TAX; INTERCOMPANY PAYMENTS

Section 3.1 Responsibility. Assuming the Members of the Consolidated Group have fulfilled their obligations pursuant to this Article III, then DRI will be solely responsible for, and will indemnify and hold each Member of the Consolidated Group harmless with respect to, the payment of: (a) the Consolidated Tax Liability for each taxable period for which, as determined under Section 2.1 hereof, DRI filed a consolidated Return or should have been filed; and (b) any and all Other Taxes due or payable with respect to any Other Return which is filed by DRI or should have been filed.

Section 3.2 Federal Tax Payments. (a) With respect to each Consolidated Return Year, the Designated Official of Dominion Resources, Inc. shall estimate and assess or pay to Members of the Consolidated Group their share of estimated tax payments to be made on a projected consolidated federal income tax return for each year. In making this determination, DRI shall elect a method for determining estimated tax and each Member shall follow that method. Such Members will pay, to DRI or be paid by DRI, such estimates not later than the 15th day of the 4th, 6th, 9th and 12th months of such Consolidated Return Year. With respect to any extension payment, the Designated Official of Dominion Resources, Inc. shall estimate and assess or pay to Members of the Consolidated Group their share of such extension payment. The difference between (1) a Member's estimated tax payments used for computation of the quarterly estimated payments plus their extension payments and (2) such Member's actual Tax Liability for any Consolidated Return Year as determined under Section 2.1(b) hereof, shall be paid to DRI or by DRI within sixty (60) days after the filing of the consolidated federal income tax return.

(b) DRI shall have sole authority, to the exclusion of all other Members of the Consolidated Group, to agree to any adjustment proposed by the Internal Revenue Service or any other taxing authority with respect to items of income, deductions or credits, as well as interest or penalties, attributable to any Member of the Consolidated Group during any Consolidated Return Year in which such Member was a Member of the Consolidated Group notwithstanding that such adjustment may increase the amounts payable by Members of the Consolidated Group under this Section 3.2 or Section

- 3.3 hereof. In the event of any adjustment to the Consolidated Tax Liability relating to items of income, deductions or credit, as well as interest or penalties, attributable to any Member of the Consolidated Group by reason of an amended return, claim for refund or audit by the Internal Revenue Service or any other taxing authority, the liability of all other Members of the Consolidated Group under paragraphs (a) of this Section 3.2 or Section 3.3 hereof shall be redetermined to give effect to such adjustment as if such adjustment had been made as a part of the original computation of such liability, and payment from a Member to DRI or by DRI to a Member, as the case may be, shall be promptly made after any payments are made to the Internal Revenue Service or any other taxing authority, refunds received or final determination of the matter in the case of contested proceedings. In such event, any payments between the parties shall bear interest at the then prevailing rate or rates on deficiencies assessed by the Internal Revenue Service or any other relevant taxing authority, during the period from the due date of the Consolidated Return (determined without regard to extensions of time for the filing thereof) for the Consolidated Return Year to which the adjustments were made to the date of payment.
- Section 3.3 Other Tax Payments. Payments by a Member with respect to Other Taxes and required estimates thereof for which any other Member has joint and several liability shall be calculated and made by or to such Member in the same manner as that provided in Section 3.2. The principles set forth in Section 3.2 governing the determination and adjustment of payments as well as the method of payment to or from such Member with respect to federal income taxes shall be equally applicable in determining and adjusting the amount of and due date of payments to be made to or from such subsidiary with respect to Other Taxes and estimates thereof. Each Member shall pay, directly to the appropriate taxing authority, all taxes for which such Member is liable and for which no other Member has joint or several liability.
- Section 3.4 Payment Mechanics. (a) Any payments to be made by a subsidiary of DRI pursuant to Section 2.1, 2.2, 3.2 or 3.3 hereof shall be made by such subsidiary to DRI by either promptly crediting as an offset against amounts owed to such Member by DRI or to the extent no amounts are owed to such Member by DRI, by cash payments to DRI. To the extent any payments are to be made to a subsidiary with respect to the use of such subsidiary's tax attributes by the Consolidated Group pursuant to Section 2.1, 2.2, 3.2 or 3.3 hereof, DRI shall make such payment to such subsidiary by either promptly crediting as an offset against amounts owned by such Member to DRI, or to the extent no amounts are owed to DRI by such Member, by cash payments to the Member.
- (b) Tax payments by DRI with respect to any Consolidated Tax Liability shall be paid by DRI and shall be debited to the Member of the Consolidated Group for their respective shares of such Consolidated Tax Liability as determined pursuant to Article II hereof. Tax Refunds received by DRI with respect to any Consolidated Tax Liability, shall be paid by DRI to the Member of the Consolidated Group entitled to such Tax Refund, as determined.
- (c) DRI shall be responsible for maintaining the books and records reflecting the inter-company accounts reflecting the amounts owned, collected and paid with respect to Taxes pursuant to this Agreement.
- (d) DRI may delegate to other Members of the Consolidated Group responsibilities for the collection and disbursement of monies as required under this Agreement as well as responsibilities for maintaining books and records as required under this Agreement.
 - Section 3.5 Administration. The provisions of this Agreement shall be

administered by the Designated Official of DRI. The interpretations of this Agreement by the Designated Official of DRI shall be conclusive.

ARTICLE IV.

Miscellaneous Provisions

Section 4.1 Effect. The provisions hereof shall fix the rights and obligations of the parties as to the matters covered hereby whether or not such are followed for federal income tax or other purposes by the Consolidated Group, including the computation of earnings and profits for federal income tax purposes.

Section 4.2 Effective Date and Termination of Affiliation. This Agreement shall be effective with respect to all tax payments made on or after January 1, 2006, in which any subsidiary of DRI is a Member of the Consolidated Group for any portion of the tax year. In the event that a party to this Agreement ceases to be a Member of the Consolidated Group, the rights and obligations of such party and each other party to this Agreement shall survive, but only with respect to taxable years including or ending before the date such party ceases to be a Member of the Consolidated Group.

Section 4.3 Notices. Any and all notices, requests or other communications hereunder shall be given in writing (a) if to DRI to Attention: Vice President, Tax, Facsimile Number: 804-771-4066 and (b) if to any other person, at such other address as shall be furnished by such person by like notice to the other parties.

Section 4.4 Expenses. Each party hereto shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including all legal and accounting fees and disbursements.

Section 4.5 Benefit and Burden. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors.

Section 4.6 Amendments and Waiver. No amendment, modification, change or cancellation of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom that waiver is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

Section 4.7 Assignments. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto and any attempt to do so shall be null and void.

Section 4.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 4.9 Entire Agreement. THIS AGREEMENT SETS FORTH ALL OF THE

PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, WARRANTIES AND REPRESENTATIONS AMONG THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND SUPERSEDES ALL PRIOR AGREEMENTS, ARRANGEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES HERETO, WHETHER WRITTEN, ORAL OR OTHERWISE. THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AMONG THE PARTIES EXCEPT AS SET FORTH HEREIN.

Section 4.10 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF Virginia.

Section 4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and together which shall constitute one instrument. The parties hereto specifically recognize that from time to time other corporations may become Members of the Consolidated Group and hereby agree that such new Members may become Members to this Agreement by executing a copy of this Agreement and it will be effective as if all the Members had re-signed.

Section 4.12 Attorneys' Fees. If any Member or former Member hereto commences an action against another party to enforce any of the terms, covenants, conditions or provisions of this Agreement, or because of a default by a party under this Agreement, the prevailing party in any such action shall be entitled to recover its costs, expenses and losses, including attorneys' fees, incurred in connection with the prosecution or defense of such action from the losing party.

Section 4.13 No Third Party Rights. Nothing in this Agreement shall be deemed to create any right in any creditor or other person or entity not a party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

Section 4.14 Further Documents. The parties agree to execute any and all documents, and to perform any and all other acts, reasonably necessary to accomplish the purposes of this Agreement.

Section 4.15 Headings and Captions. The headings and captions contained in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof if any question of intent should arise.

Section 4.16 Departing Members

(a) In the event that any Member of the DRI Group at any time leaves the DRI Group and, under any applicable statutory provision or regulation, that Member is assigned and deemed to take with it all or a portion of any of the tax attributes of the DRI Group (including but not limited to NOL, credit carry forwards, and AMTC carry forwards), then to the extent that the amount of tax attributes so assigned differs from the amount of such attributes previously allocated to such Member under this agreement, the departing Member shall appropriately settle with the DRI Group. Such settlement shall consist of payment (1) on a dollar for dollar basis for all differences in credits, and, (2) in the case of NOL differences (or other differences related to other deductions), in a dollar amount computed by reference to the amount of NOL multiplied by the applicable tax rate relating to such NOL. The settlement payment shall be paid to DRI within sixty days after the Member leaves the DRI Group. The settlement amounts shall be allocated among the remaining Members of the DRI Group in proportion to the relative level of attributes

possessed by each Member and the attributes of each Member shall be adjusted accordingly.

(b) Upon the departure of any Member from the DRI Group, such Member shall allocate its items of income, deduction, loss and credit between the period that it was a Member of the DRI Group and the period thereafter based upon a closing of the books methodology allowed under Treasury Regulation Section 1.1502-76(b)(2). The difference between (1) its prior estimated taxes or payments of Tax Benefit and (2) the amount of taxes due or payments of Tax

Benefit due to that Member, shall be appropriately settled on the day such Member leaves the Dominion Resources, Inc. Group or on an alternative date mutually agreeable in writing to the Dominion Resources, Inc. Group and the departing Member.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in its name and on its behalf by one of its officers duly authorized.

Alma W. Showalter Controller - Tax

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-41:

Provide a copy of the proposed Tax Sharing or Tax Allocation Agreement between Dominion and SCANA, SCE&G, and all other SCANA affiliates (effective post proposed merger).

RESPONSE 4-41:

The post-merger tax sharing agreement would no different than the pre-merger tax sharing agreement (including amendments discussed in the Response 4-40) other than including SCANA and its' subsidiaries as parties to the agreement.

Responsible Persons: William Kurz

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-42:

Provide a copy of all presentations to securities analysts and/or bond rating agencies addressing the proposed transaction, including a copy of all support developed for quantifications and other assertions in such presentations.

RESPONSE 4-42:

Please see Response 4-21.

Responsible Person: Addison Potter

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-43:

Provide a copy of all securities analysts' reports that address the proposed transaction.

RESPONSE 4-43:

The information responsive to this request contains confidential and sensitive information. Due to the confidential and sensitive nature of the information requested, SCE&G will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

Responsible persons: Chad Burgess (legal matters) and Addison Potter

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR) DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-44:

Provide a copy of all bond rating agency reports that address the proposed transaction.

RESPONSE 4-44:

The information responsive to this request contains confidential and sensitive information. Due to the confidential and sensitive nature of the information requested, SCE&G will make the information responsive to this request available to ORS for review and inspection at SCE&G's administrative offices after the execution of a confidentiality agreement.

Responsible Person: Chad Burgess (legal matters) and Addison Potter

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-45:

Indicate whether Dominion or SCANA requested any advisory opinions, indicative ratings analyses, or other analyses or opinions from the bond rating agencies relating to the proposed merger.

- a. If the answer is yes, provide a copy of all supporting materials and analyses provided to the bond rating agencies.
- b. If the answer is yes, provide a copy of any advisory opinions, indicative ratings analyses, or any other material from the bond rating agencies.
- c. If the answer is no, explain why no such opinions, indicative ratings analyses, or other opinions were sought from the bond rating agencies.

RESPONSE 4-45:

Dominion Energy and SCANA did not request any advisory opinions, indicative ratings analyses, or other analyses or opinions from bond rating agencies relating to the proposed Merger. Given the overall credit positive nature of the proposed combination (all stock merger), Dominion Energy did not feel it necessary or beneficial to incur the expense of the advisory services offered by the agencies.

Responsible Persons: Addison Potter (SCANA) and Andrew O'Brien (Dominion Energy)

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-46:

Refer to the Application at page 22. At paragraph 53, it states that customers of regulated electric and natural gas utilities "expect safe, reliable, and quality service."

- a. Please describe the specific measures Dominion will undertake to ensure safe, reliable, and quality service to South Carolina's utility customers.
- b. Please describe how Dominion will monitor and quantify whether safe, reliable, and quality service is maintained after the proposed transaction. Include a discussion of specific measurements Dominion will use to monitor reliability and quality of service to South Carolina customers.

RESPONSE 4-46:

- a. Dominion Energy will ensure that the necessary resources are in place to meet or exceed all applicable reliability, pipeline safety, environmental and other regulatory compliance obligations as well as any customer service standards that the South Carolina Public Service Commission has established. In addition, Dominion Energy will maintain a constant focus on safety, its number one core value, and will ensure SCE&G has the necessary resources and focus on workplace safety in order to maintain an excellent safety record.
- b. In addition to tracking and monitoring safety metrics such as OSHA recordable incidents, Dominion Energy will ensure that SCE&G continues to monitor the service quality measures and standards identified in Response 4-49. By reviewing these metrics on a regular basis and identifying trends that develop, Dominion Energy and SCE&G will be able to address emerging issues to ensure that customer, employee and public safety is maintained or improved and customers are receiving the quality of service they expect and deserve.

Responsible Persons: Robert Wright and Jeff Murphy

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-47:

Provide all service quality measures and standards that are currently effective for each of Dominion's regulated utility operating companies.

RESPONSE 4-47:

Please see Response 4-48 for these measures and standards.

While the Company uses the following standard industry metrics to measure service quality, there are currently no standards in effect for Dominion Energy's electric utility operating company.

- System Average Interruption Duration Index ("SAIDI")
- System Average Interruption Frequency Index ("SAIFI")
- Average Speed of Answer ("ASA")

Responsible Persons: Robert Wright and Jeff Murphy

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-48:

Provide a copy of all ongoing service quality and reliability reports filed with regulatory commissions by Dominion's regulated utility operating companies from 2015 through 2018.

RESPONSE 4-48:

The ongoing service quality and reliability reports filed with regulatory commissions by Dominion Energy's natural gas utility operating companies from 2015 through 2017 are included in Attachments ORS 4-48 A through F. No such reports are filed by Dominion's West Virginia natural gas utility, Hope Gas, Inc. d/b/a Dominion Energy West Virginia.

The ongoing service quality and reliability reports filed with regulatory commissions by Dominion Energy's electric utility operating company for the requested timeframe are provided in the following attachments:

- VA Quarterly Service Reliability Data Report Attachment ORS 4-48 (RSW) 1 of 3
- NC Quarterly Service Reliability Data Report Attachment ORS 4-48 (RSW) 2 of 3
- NC Quarterly Call Center Performance Report Attachment ORS 4-48 (RSW) 3 of 3

Responsible Persons: Robert Wright and Jeff Murphy

Performance Indicators - Virginia Service Territory

April 23, 2015

	•	Excluding Major Events	including Major Events
SAI	<u>:[</u>		
ive-year	Year-end 2010:	1.15	1.74
listory	Year-end 2011:	1.13	2.40
	Year-end 2012	0.96	1.93
	Year-end 2013	1.05	1.43
	Year-end 2014	1.15	1.32
5-Ye	ear Average Annual SAIFI:	1.09	1.76
SAIF	1		
SAIF	I 2nd Quarter 2014:	0.31	0.39
SAIF		0.31 0.32	0.39 0.36
SAIF	2nd Quarter 2014:	=====	
SAIF	2nd Quarter 2014: 3rd Quarter 2014:	0.32	0.36

Five-year History

<u>SAIDI</u>		
Year-end 2010:	114	301
Year-end 2011:	111	1,488
Year-end 2012	90	941
Year-end 2013	106	294
Year-end 2014	112	153
5-Year Average Annual SAIDI:	107	635
<u>SAIDI</u>		
2nd Quarter 2014:	34	55
3rd Quarter 2014:	30	38
4th Quarter 2014:	21	21
1st Quarter 2015:	26	53
Total For Last 12 - Months	110	166

<u>Indices:</u>

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average Interruption duration Index:

SAIDI =

Sum of all Customer Interruption Durations

= Average Minutes Out/Customer

Total Number of Customers Served

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

July 27, 2015

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2010:	1.15	1.74
History	Year-end 2011:	1.13	2.40
	Year-end 2012	. 0.96	1.93
	Year-end 2013	1.05	1.43
	Year-end 2014	1.15	1.32
	5-Year Average Annual SAIFI:	1.09	1.76
	SAIFI	•	
	3rd Quarter 2014:	0.32	0.36
	4th Quarter 2014:	0.24	0.24
	1st Quarter 2015:	0.27	0.35
	2nd Quarter 2015;	0.31	0.41
	Total For Last 12 - Months	1.14	1.35

Five-year History

SAIDI Year-end 2010:	114	301
Year-end 2011:	111	1,488
Year-end 2012	90	941
Year-end 2013	106	294
Year-end 2014	112	153
5-Year Average Annual SAIDI:	107	635
SAIDI		
SAIDI 3rd Quarter 2014:	30	38
	30 21	38 21
3rd Quarter 2014:		
4th Quarter 2014:	21	21

Indices:

System average interruption frequency index (sustained interruptions): SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

= Average Minutes Out/Customer

Total Number of Customers Served

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

<u>Major Event Exclusion Methodology</u> 2013 to present - Calculated using IEEE 1366 Methodology

October 27, 2015

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI .		
Five-year	Year-end 2010:	1.15	1.74
History	Year-end 2011:	1.13	2.40
	Year-end 2012	0.96	1.93
	Year-end 2013	1.05	1.43
	Year-end 2014	1.15	1.32
	5-Year Average Annual SAIFI	1.09	1,76
	SAIF		
	4th Quarter 2014:	0.24	0.24
	1st Quarter 2015:	0.27	0.35
	2nd Quarter 2015:	0.31	0.42
	3rd Quarter 2015:	0.32	0.33
	Total For Last 12 - Months	1.13	1.33

Five-vear History

114	301
111	1,488
90	941
106	294
112	153
107	635
21	21
26	53
26 37	53 67
	
	111 90 106 112 107

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

January 29, 2016

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2010:	1.15	1.74
History	Year-end 2011:	1.13	2.40
•	Year-end 2012	0.96	1.93
	Year-end 2013	1.05	1.43
	Year-end 2014	1.15	1.32
	5-Year Average Annual SAIFI	1.09	1.76
	SAIF		
	1st Quarter 2015:	0.27	0.35
	2nd Quarter 2015:	0.31	0.41
	3rd Quarter 2015:	0.31	0.33
	4th Quarter 2015:	0.27	0.29
	Total For Last 12 - Months	1.16	1.38

Five-year History

SAIDI		
Year-end 2010:	114	301
Year-end 2011:	111	1,488
Year-end 2012	90	941
Year-end 2013	106	294
Year-end 2014	112	153
5-Year Average Annual SAIDI	107	635
	26	53
1st Quarter 2015:	26 35	53 66
	26 35 32	53 66 35
2nd Quarter 2015:	35	66

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

<u>Total Number of Customer Interruptions</u>

= Average Interruptions/Customer

Total Number of Customers Served

System average interruption duration index: SAIDI =

Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

April 19, 2016

Performance Indicators - Virginia Service Territory

		Excluding Major Events	<u>Including Major Events</u>
	SAIFI		
Five-year	Year-end 2011:	1.13	2.40
History	Year-end 2012:	0.98	1.93
·	Year-end 2013:	1.05	1.43
	Year-end 2014:	1.15	1.32
	Year-end 2015:	1.16	1.38
	5-Year Average Annual SAIFI	1.09	1.69
	SAIFI		
	2nd Quarter 2015:	0.31	0.41
	3rd Quarter 2015:	0.31	0.33
	4th Quarter 2015:	0.27	0.29
	1st Quarter 2016:	0.26	0.31
	Total For Last 12 - Months	1.15	1.34

Five-year History

SAIDI		
Year-end 2011:	111	1,488
Year-end 2012:	90	941
Year-end 2013:	106	294
Year-end 2014:	112	153
Year-end 2015:	112	153
5-Year Average Annual SAIDI	120	183
SAIDI		
2nd Quarter 2015:	35	66
3rd Quarter 2015:	32	35
4th Quarter 2015:	26	29
1st Quarter 2016:	26	37
Total For Last 12 - Months	120	167

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

July 28, 2016

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2011:	1.13	2.40
History	Year-end 2012:	0.96	1.93
	Year-end 2013:	1.05	1.43
	Year-end 2014:	1.15	1.32
	Year-end 2015:	1.16	1.38
	5-Year Average Annual SAIFI:	1.09	1.69
	SAIFI		
	3rd Quarter 2015:	0.31	0.33
	4th Quarter 2015:	0.27	0.29
	1st Quarter 2016;	0.26	0.31
	2nd Quarter 2016:	0.31	0.47
	Total For Last 12 - Months	1.16	1.40

Five-year History

SAIDI		
Year-end 2011:	111	1,488
Year-end 2012:	90	941
Year-end 2013:	106	294
Year-end 2014:	112	153
Year-end 2015:	112	153
5-Year Average Annual SAIDI:	120	183
SAID!		
SAIDI 3rd Quarter 2015:	32	35
	32 26	35 29
3rd Quarter 2015:		
3rd Quarter 2015: 4th Quarter 2015:	26	29

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

October 20, 2016

Performance Indicators - Virginia Service Territory

		Excluding Major Events	including Major Events
	SAIFI		
Five-year	Year-end 2011:	1.13	2.40
History	Year-end 2012:	0.96	1.93
	Year-end 2013:	1.05	1.43
	Year-end 2014:	1.15	1,32
	Year-end 2015:	1.16	1.38
	5-Year Average Annual SAIFI:	1.09	1.69
	0.415/		
	SAIFI		2.00
	4th Quarter 2015:	• • • • • • • • • • • • • • • • • • • •	0.29
	1st Quarter 2016:	0.26	0.31
	2nd Quarter 2016:	0.31	0.47
	3rd Quarter 2016:	0.42	0.55
	Total For Last 12 - Months	1.26	1.62

Five-year History

Year-end 2011:	110	1,487
Year-end 2012:	90	942
Year-end 2013:	106	294
Year-end 2014;	112	153
Year-end 2015:	120	183
5-Year Average Annual SAIDI:	108	612
AIDI 4th Quarter 2015:	26	29
AIDI 4th Quarter 2015; 1st Quarter 2016:	26 27	29 38
4th Quarter 2015;		-
4th Quarter 2015; 1st Quarter 2016;	27	38

Indices:

System average Interruption frequency index (sustained interruptions):

SAIFI =

<u>Total Number of Customer Interruptions</u> Total Number of Customers Served = Average Interruptions/Customer

System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

February 6, 2017

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2011:	1.13	2.40
History	Year-end 2012:	0.96	1.93
	Year-end 2013:	1.05	1.43
	Year-end 2014:	. 1.15	1.32
	Year-end 2015;	1,16	1.38
	5-Year Average Annual SAIFI:	1.09	1.69
	SAIFI		
	1st Quarter 2016:	0.26	0,31
	2nd Quarter 2016:	0.31	0.47
	3rd Quarter 2016:	0.43	0.54
	4th Quarter 2016;	0.27	0,42
	Total For Last 12 - Months	1,27	1.74

Five-year History

CAIDI		
SAIDI Year-end 2011:	110	1,487
Year-end 2012:	90	942
Year-end 2013:	106	294
Year-end 2014:	' 112	153
Year-end 2015:	120	183
5-Year Average Annual SAIDI:	108	612
	. '	
SAIDI		
1st Quarter 2016;	26	38
2nd Quarter 2016;	37	192
3rd Quarter 2016:	48	86
4th Quarter 2016:	27	184
Total For Last 12 - Months	138	500

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

2013 to present - Calculated using IEEE 1366 Methodology

May 2, 2017

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2012:	0.96	1.93
History	Year-end 2013:	1.05	1.43
-	Year-end 2014:	1.15	1.32
	Year-end 2015:	1.16	1.38
	Year-end 2016:	1.27	1.74
	5-Year Average Annual SAIFI	1.12	1.56
	O N I PI		
	SAIFI	A 0.4	
	2nd Quarter 2016:	0.31	0.47
	3rd Quarter 2016:	0.43	0.54
	4th Quarter 2016:	0.27	0.42
	1st Quarter 2017:	0,26	0.34
	Total For Last 12 - Months	1.26	1.77

Five-year History

SAIDI		
Year-end 2012:	90	942
Year-end 2013:	106	294
Year-end 2014:	112	153
Year-end 2015:	120	183
Year-end 2016:	138	500
5-Year Average Annual SAIDI:	113	414
SAIDI 2nd Quarter 2016:	37	192
3rd Quarter 2016:	48	86
4th Quarter 2016:	27	184
1.0. 1.00/2	00	40
1st Quarter 2017:	26	46

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

= Average Minutes Out/Customer

Total Number of Customers Served

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

July 26, 2017

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2012:	0.96	1.93
History	Year-end 2013;	1.05	1.43
	Year-end 2014:	1.15	1.32
	Year-end 2015:	1.16	1.38
	Year-end 2016:	1.27	1.74
	5-Year Average Annual SAIFI:	1.12	1.56
	SAIFI		
	3rd Quarter 2016:	0.43	0,54
	4th Quarter 2016:	0.27	0.42
	1st Quarter 2017:	0.26	0.34
	2nd Quarter 2017:	0.31	0.37
	Total For Last 12 - Months	1.26	1.67

Five-year History

SAIDI		
Year-end 2012:	90	942
Year-end 2013:	106	294
Year-end 2014:	112	153
Year-end 2015:	120	183
Year-end 2016:	138	500
5-Year Average Annual SAIDI:	113	414
SAIDI		
3rd Quarter 2016;	48	86
	48 27	86 184
3rd Quarter 2016:		= -
3rd Quarter 2016: 4th Quarter 2016:	27	184

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

= Average Minutes Out/Customer

Total Number of Customers Served

Customer Interruptions (Outages):

Customer Interruptions include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

Dominion Energy Virginia

October 18, 2017

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2012:	0.96	1.93
History	Year-end 2013:	1.05	1.43
•	Year-end 2014:	1.15	1.32
	Year-end 2015:	1.16	1.38
	Year-end 2016:	1.27	1,74
	5-Year Average Annual SAIFI:	1.12	1.56
	SAIFI		
	4th Quarter 2016:	0.27	0,42
	1st Quarter 2017:	0.25	0.34
	2nd Quarter 2017:	0.31	0.37
	3rd Quarter 2017:	0.33	0.38
	Total For Last 12 - Months	1.16	1.50

Five-year History

SAIDI Year-end 2012:	90	942
Year-end 2013:	106	294
Year-end 2014:	112	153
Year-end 2015:	120	183
Year-end 2016;	138	500
5-Year Average Annual SAIDI;	113	414
SAINI		
SAIDI 4th Quarter 2016;	27	184
SAIDI 4th Quarter 2016; 1st Quarter 2017;	27 26	184 46
4th Quarter 2016;	* * * * * * * * * * * * * * * * * * * *	• • • •
4th Quarter 2016; 1st Quarter 2017;	26	46

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

□ Average Minutes Out/Customer

Total Number of Customers Served

Customer Interruptions (Outages):

Customer Interruptions Include all service interruptions greater than 2 minutes.

Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

January 26, 2018

Performance Indicators - Virginia Service Territory

		Excluding Major Events	Including Major Events
	SAIFI		
Five-year	Year-end 2012:	0.96	1.93
History	Year-end 2013:	1.05	1.43
-	Year-end 2014:	1.15	1.32
	Year-end 2015:	1.16	1.38
	Year-end 2016:	1.27	1.74
	5-Year Average Annual SAIFI	: 1.12	1.56
	SAIFI		
	1st Quarter 2017:	0.25	0.33
	2nd Quarter 2017:	*	0.37
	3rd Quarter 2017:	0.33	0.38
	4th Quarter 2017:	0.21	0.24
	Total For Last 12 - Months	1.10	1.32

Five-year History

SAIDI		
Year-end 2012:	90	942
Year-end 2013:	106	294
Year-end 2014;	112	153
Year-end 2015;	120	183
Year-end 2016:	138	500
5-Year Average Annual SAIDI:	113	414
SAIDJ		
SAIDJ 1st Quarter 2017:	26	46
SAIDI		
SAIDJ 1st Quarter 2017:	26	46
SAIDJ 1st Quarter 2017: 2nd Quarter 2017:	26 32	46 44

Indices:

System average interruption frequency index (sustained interruptions):

\$AIFI =

Total Number of Customer Interruptions

= Average Interruptions/Customer

Total Number of Customers Served System average interruption duration index:

SAIDI =

Sum of all Customer Interruption Durations

= Average Minutes Out/Customer

Total Number of Customers Served

Customer Interruptions (Outages):

Customer Interruptions Include all service interruptions greater than 2 minutes. Momentary outages are not included.

'Part light' situations are included as outages.

(one to two phases of a three-phase service out or partial lighting in a home)

Major Event Exclusion Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2010:	1.20	1.52
History	Year-end 2011:	1.30	2,74
•	Year-end 2012:	1.29	1.67
	Year-end 2013	1.01	1.10
	Year-end 2014	1.34	1.45
	5-Year Average Annual SAIFI:	1.23	1.70
	SAIFI		
	2nd Quarter 2014:	0.33	0.39
	3rd Quarter 2014:	0.24	0.29
	4th Quarter 2014:	0.25	0.25
	1st Quarter 2015:	0.29	0.39
	Total For Last 12 - Months	1.11	1.32

Five-year History

SAIDI		
Year-end 2010:	119	175
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013	116	148
Year-end 2014	138	185
5-Year Average Annual SAIDI:	121	662
SAIDI		
2nd Quarter 2014:	39	76
3rd Quarter 2014:	25	35
4th Quarter 2014:	24	24
1st Quarter 2015:	28	64
Total For Last 12 - Months	116	199

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = Total Number of Customer Interruptions **Total Number of Customers Served**

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI	5	
Five-year	Year-end 2010:	1.20	1.52
History	Year-end 2011:	1.30	2.74
-	Year-end 2012:	1,29	1.67
	Year-end 2013	1.01	1.10
	Year-end 2014	1.34	1.45
	5-Year Average Annual SAIFI:	1.23	1.70
	SAIFI		
	3rd Quarter 2014:	0.24	0.29
	4th Quarter 2014:	0.25	0.25
	1st Quarter 2015:	0.29	0.39
	2nd Quarter 2015:	0.33	0.33
	Total For Last 12 - Months	_1.11	1.26

Five-year History

<u>SAIDI</u>		
Year-end 2010:	119	175
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013	116	148
Year-end 2014	138	185
5-Year Average Annual SAIDI:	121	662
<u>SAIDI</u>		
3rd Quarter 2014:	25	35
4th Quarter 2014:	24	24
1st Quarter 2015:	28	64
2nd Quarter 2015:	42	42
Total For Last 12 - Months	119	165

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = <u>Total Number of Customer Interruptions</u>

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2010:	1.20	1.52
History	Year-end 2011:	1.30	2.74
	Year-end 2012:	1.29	1.67
	Year-end 2013	1.01	1.10
	Year-end 2014	1.34	1.45
	5-Year Average Annual SAIFI:	1.23	1.70
	SAIFI		
	4th Quarter 2014:	0.25	0.25
	1st Quarter 2015:	0.29	0.39
	2nd Quarter 2015:	0.33	0.33
	3rd Quarter 2015:	0.31	0.31
	Total For Last 12 - Months	1.18	1.28

Five-year History

SAIDI	<u></u>	
Year-end 2010:	119	175
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013	116	148
Year-end 2014	138	185
5-Year Average Annual SAIDI:	121	662
<u>SAIDI</u>		
4th Quarter 2014:	24	24
1st Quarter 2015:	28	64
2nd Quarter 2015:	42	42
3rd Quarter 2015:	34	34
Total For Last 12 - Months	128	163

Indices:

System average interruption frequency index (sustained interruptions):

Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

	Excluding Major Storms	Including Major Storms
SAIFI		
Year-end 2010:	1.20	1.52
Year-end 2011:	1.30	2.74
Year-end 2012:	1.29	1.67
Year-end 2013	1.01	1.10
Year-end 2014	1.34	1.45
5-Year Average Annual SAIF	l: 1.23	1.70
<u>SAIFI</u>		
1st Quarter 2015	5: 0.29	0.39
2nd Quarter 2015	5: 0.32	0.32
3rd Quarter 2015	5: 0.31	0.31
4th Quarter 2015	5: 0.32	0.32
Total For Last 12 - Month	s 1.24	1.34

Five-year History

Five-year
History

CAIDI		
SAIDI	110	475
Year-end 2010:	119	175
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013	116	148
Year-end 2014	138	185
5-Year Average Annual SAIDI:	121	662
SAID <u>I</u>		
1st Quarter 2015:	27	62
2nd Quarter 2015;	42	42
3rd Quarter 2015:	32	32
4th Quarter 2015:	32	32
Total For Last 12 - Months	134	168

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
Ī:	SAIFI		<u> </u>
Five-year	Year-end 2011:	1.30	2.74
History	Year-end 2012:	1.29	1.67
	Year-end 2013:	1.01	1.10
	Year-end 2014:	1.34	1.45
I	Year-end 2015:	1.24	1.34
Ī	5-Year Average Annual SAIFI:	1.24	1.66
Γ	2		
	<u>SAIFI</u>		
	2nd Quarter 2015:	0.32	0.32
	3rd Quarter 2015:	0.31	0.31
	4th Quarter 2015:	0.32	0.32
ł	1st Quarter 2016:	0.21	0.21
	Total For Last 12 - Months	1.16	1.16

Five-year History

SAIDI		
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013:	116	148
Year-end 2014:	138	185
Year-end 2015:	134	168
5-Year Average Annual SAIDI:	124	660
<u>SAIDI</u>		
2nd Quarter 2015:	42	42
3rd Quarter 2015:	32	32
4th Quarter 2015:	32	32
1st Quarter 2016:	24	24
Total For Last 12 - Months	130	130

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2011:	1.30	2.74
History	Year-end 2012:	1.29	1.67
-	Year-end 2013:	1.01	1.10
	Year-end 2014:	1.34	1.45
	Year-end 2015:	1.24	1.34
	5-Year Average Annual SAIFI:	1.24	1.66
	SAIFI		
	3rd Quarter 2015:	0.31	0.31
	4th Quarter 2015:	0.32	0.32
	1st Quarter 2016:	0.21	0.21
	2nd Quarter 2016:	0.26	0.26
	Total For Last 12 - Months	1.10	1.10

Five-year History

SAIDI		
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013:	116	148
Year-end 2014:	138	185
Year-end 2015:	134	168
5-Year Average Annual SAIDI:	124	660
SAIDI		
3rd Quarter 2015:	32	32
4th Quarter 2015:	32	32
1st Quarter 2016:	24	24
2nd Quarter 2016:	30	30

Indices:

System average interruption frequency index (sustained interruptions):

Total Number of Customer Interruptions SAIFI =

= Average Interruptions/Customer Total Number of Customers Served

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
1	SAIFI		
Five-year	Year-end 2011:	1.30	2.74
History	Year-end 2012:	1.29	1.67
	Year-end 2013:	1.01	1.10
	Year-end 2014:	1.34	1.45
	Year-end 2015:	1.24	1.34
	5-Year Average Annual SAIFI:	1.24	1.66
	<u>SAIFI</u>		
	4th Quarter 2015:	0.32	0.32
	1st Quarter 2016:	0.21	0.21
	2nd Quarter 2016:	0.26	0.26
	3rd Quarter 2016:	0.49	0.89
	Total For Last 12 - Months	1.28	1.68

Five-year History

SAIDI		
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013:	116	148
Year-end 2014:	138	185
Year-end 2015:	134	168
5-Year Average Annual SAIDI:	124	660
<u>SAIDI</u>		
SAIDI 4th Quarter 2015:	32	32
	32 24	32 24
4th Quarter 2015:		
4th Quarter 2015: 1st Quarter 2016:	24	24

Indices:

System average interruption frequency index (sustained interruptions):

Total Number of Customer Interruptions SAIFI =

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAID! =

Sum of all Customer Interruption Durations
Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2011:	1.30	2.74
History	Year-end 2012:	1.29	1.67
-	Year-end 2013:	1.01	1.10
	Year-end 2014:	1.34	1.45
	Year-end 2015:	1.24	1.34
	5-Year Average Annual SAIFI:	1.24	1.66
	CAIFI		
	SAIFI 1st Quarter 2016:	0.21	0.21
	2nd Quarter 2016:		0.26
	3rd Quarter 2016:		0.89
	4th Quarter 2016:		0.94
	Total For Last 12 - Months	1.21	2.29

Five-year History

<u>SAIDI</u>		
Year-end 2011:	116	2,604
Year-end 2012:	118	197
Year-end 2013:	116	148
Year-end 2014:	138	185
Year-end 2015:	134	168
5-Year Average Annual SAIDI:	124	660
		0.4
1st Quarter 2016:	24	24
1st Quarter 2016: 2nd Quarter 2016:	30	30
1st Quarter 2016: 2nd Quarter 2016:	30	30

Indices:

System average interruption frequency index (sustained interruptions):

Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

2013 to Present - Calculated using IEEE 1366 Methodology

Performance Indicators - North Carolina Service Territory

	Excluding Major Storms	Including Major Storms
<u>SAIFI</u>		
Year-end 2012:	1.29	1.67
Year-end 2013:	1.01	1.10
Year-end 2014:	1.34	1.45
Year-end 2015:	1.24	1.34
Year-end 2016:	1.21	2.29
5-Year Average Annual SAIFI:	1.22	1.57
<u>SAIFI</u>		
2nd Quarter 2016:	0.26	0.26
3rd Quarter 2016:	0.49	0.89
4th Quarter 2016:	0.25	0.94
1st Quarter 2017:	0.16	0.26
Total For Last 12 - Months	1.17	2.35

Five-year History

`Five-year History

SAIDI		
Year-end 2012:	118	197
Year-end 2013:	116	148
Year-end 2014:	138	185
Year-end 2015:	134	168
Year-end 2016:	140	823
5-Year Average Annual SAIDI:	129	304
SAIDI		
2nd Quarter 2016:	30	30
3rd Quarter 2016:	58	243
4th Quarter 2016:	30	823
1st Quarter 2017:	19	74
Total For Last 12 - Months	136	1,169

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2012:	1.29	1.62
History	Year-end 2013:	1,01	1.16
•	Year-end 2014:	1.34	1.45
	Year-end 2015:	1.24	1.34
	Year-end 2016:	1.21	2.29
	5-Year Average Annual SAIFI:	1.22	1.57
	SAIFI		
	3rd Quarter 2016:	0.49	0.89
	4th Quarter 2016:	0.25	0.94
	1st Quarter 2017:	0.16	0.26
	2nd Quarter 2017:	0.33	0.33
	Total For Last 12 - Months	1.24	2.42

Five-year History

SAIDI		
Year-end 2012:	118	197
Year-end 2013:	116	149
Year-end 2014:	138	185
Year-end 2015:	134	168
Year-end 2016:	140	1,120
5-Year Average Annual SAIDI:	129	364
SAIDI	•	
3rd Quarter 2016:	58	243
4th Quarter 2016:	30	823
1st Quarter 2017:	19	74
2nd Quarter 2017:	36	36
Total For Last 12 - Months	142	1,176

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2012:	1.29	1.62
History	Year-end 2013:	1.01	1.16
•	Year-end 2014:	1.34	1.45
	Year-end 2015:	1.24	1.34
	Year-end 2016:	1.21	2.29
	5-Year Average Annual SAIFI:	1.22	1.57
	<u>SAIFI</u>		
	4th Quarter 2016:	0.25	0.94
	1st Quarter 2017:	0.16	0.26
	2nd Quarter 2017:	0.33	0.33
	3rd Quarter 2017:	0.26	0.26
	Total For Last 12 - Months	1.01	1.80

Five-year History

SAIDI		
Year-end 2012:	118	197
Year-end 2013:	116	149
Year-end 2014:	138	185
Year-end 2015:	134	168
Year-end 2016:	140	1,120
5-Year Average Annual SAIDI:	129	364
SAIDI		
4th Quarter 2016:	30	823
1st Quarter 2017:	19	74
2nd Quarter 2017:	36	36
3rd Quarter 2017:	37	37
Total For Last 12 - Months	121	969

Indices:

System average interruption frequency index (sustained interruptions):

SAIFI = Total Number of Customer Interruptions

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

Sum of all Customer Interruption Durations SAIDI =

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

Performance Indicators - North Carolina Service Territory

		Excluding Major Storms	Including Major Storms
	SAIFI		
Five-year	Year-end 2012:	1.29	1.62
History	Year-end 2013:	1.01	1.16
	Year-end 2014:	1.34	1.45
	Year-end 2015:	1.24	1.34
	Year-end 2016:	1.21	2.29
	5-Year Average Annual SAIFI:	1.22	1,57
	SAIFI		
	1st Quarter 2017:	0.16	0.26
	2nd Quarter 2017:	0.33	0.33
	3rd Quarter 2017:	0.26	0.26
	4th Quarter 2017:	0.15	0.15
	Total For Last 12 - Months	0.90	1.01

Five-year History

SAIDI		
Year-end 2012:	118	197
Year-end 2013:	116	149
Year-end 2014:	138	185
Year-end 2015:	134	168
Year-end 2016:	140	1,120
5-Year Average Annual SAIDI:	129	364
SAIDI		
1st Quarter 2017:	19	74
2nd Quarter 2017:	34	34
3rd Quarter 2017:	36	36
4th Quarter 2017:	19	19
Total For Last 12 - Months	108	163

Indices:

System average interruption frequency index (sustained interruptions):

Total Number of Customer Interruptions SAIFI =

Total Number of Customers Served

= Average Interruptions/Customer

System average interruption duration index:

SAIDI = Sum of all Customer Interruption Durations

Total Number of Customers Served

= Average Minutes Out/Customer

Major Event Exclusion Methodology

Call Center Regulatory Conditions

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power

Q3-2015 Update

This document relates to regulatory conditions from docket NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The Customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers in both Dominion Virginia and Dominion North Carolina.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q3 - 2015
Automated voice system (% 8-10)	92%
Customer service representative (% 8-10)	97%

Average Response Time Performance

Answer rate and average speed of answer are based on customers in both Dominion Virginia and Dominion North Carolina.

Average Response Time Measures	12 months ending Q3 -2015
Answer Rate (live voice-handled calls)	90.9%
Average Speed of Answer (live voice- and technology-handled calls)	53.48 seconds

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power Q4-2015 Update

This document relates to regulatory conditions from docket NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The Customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers in both Dominion Virginia and Dominion North Carolina.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Q4-2015	Q3 - 2015
92%	92%
98%	97%
	92%

Average Response Time Performance

Average Response Time Measures	12 months ending Q4 -2015
Answer Rate (live voice-handled calls)	91.0%
Average Speed of Answer (live voice- and technology-handled calls)	51.1 seconds

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power Q1 2016 Update

This document relates to regulatory conditions from docket NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The Customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers in both Dominion Virginia and Dominion North Carolina.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q1 - 16	Q4 - 2015	Q3 - 2015
Automated voice system (% 8-10)	93%	92%	92%
Customer service representative (% 8-10)	97%	98	97%

Average Response Time Performance

Average Response Time Measures	12 months ending Q1 -2016
Answer Rate (live voice-handled calls)	90.7%
Average Speed of Answer (live voice- and technology-handled calls)	51.7 seconds

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power Q2-2016 Update

This document relates to regulatory conditions from docket NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers in both Dominion Virginia Power and Dominion North Carolina Power.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q2 - 2016	Q1 - 2016
Automated voice system (% 8-10)	93%	93%
Customer service representative (%8-10)	96%	97%

Average Response Time Performance

Average Response Time Measures	12 months ending Q2 -2016
Answer Rate (live voice-handled calls)	91.7%
Average Speed of Answer (live voice- and technology-handled calls)	44.0

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power Q3-2016 Update

This document relates to regulatory conditions from docket NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers in both Dominion Virginia Power and Dominion North Carolina Power.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied.'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q3 - 2016	Q2 - 2016	Q1-2016
Automated voice system (% 8-10)	92%	93%	93%
Customer service representative (% 8-10)	96%	96%	97%

Average Response Time Performance

Average Response Time Measures	12 months ending Q3 -2016
Answer Rate (live voice-handled calls)	92.4%
Average Speed of Answer (live voice- and technology-handled calls)	39.5

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power Q4-2016 Update

This document relates to regulatory conditions from docket NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers in both Dominion Virginia Power and Dominion North Carolina Power.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied.'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q4 - 2016	Q3 - 2016	Q2 - 2016	Q1 – 2016
Automated voice system (% 8-10)	93%	92%	93%	93%
Customer service representative (% 8-10)	98%	96%	96%	97%

Average Response Time Performance

Average Response Time Measures	12 months ending Q4 -2016
Answer Rate (live voice-handled calls)	91.7%
Average Speed of Answer (live voice- and technology-handled calls)	42.1

Call Center Performance Metrics for Dominion Virginia/ North Carolina Power Q1 2017 Update

This document relates to regulatory conditions from NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers of both Dominion Virginia Power and Dominion North Carolina Power.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied.'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q1 – 2017
Automated voice system (% 8-10)	94%
Customer service representative (% 8-10)	95%

Average Response Time Performance

Average Response Time Measures	12 months ending Q1 -2017
Answer Rate (live voice-handled calls)	91.7%
Average Speed of Answer (live voice- and technology-handled calls)	42.8

Call Center Performance Metrics for Dominion Energy North Carolina / Dominion Energy Virginia

Q2 2017 Update

This document relates to regulatory conditions from NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers of both Dominion Energy Virginia and Dominion Energy North Carolina.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied.'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q2 – 17	Q1 – 17
Automated voice system (% 8-10)	94%	94%
Customer service representative (% 8-10)	96%	95%

Average Response Time Performance

Answer rate and average speed of answer are based on customers of both Dominion Energy Virginia and Dominion Energy North Carolina.

Average Response Time Measures	12 months ending Q2 -2017
Answer Rate (live voice-handled calls)	92.1%
Average Speed of Answer (live voice- and technology-handled calls)	40.7

Call Center Performance Metrics for Dominion Energy North Carolina / Dominion Energy Virginia

Q3 2017 Update

This document relates to regulatory conditions from NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers of both Dominion Energy North Carolina and Dominion Energy Virginia.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied.'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q3 – 17	Q2 – 17	Q1 – 17
Automated voice system (% 8-10) (VA/NC)	94%	94%	94%
Customer service representative (% 8-10) (NC)	96%	96%	95%

Average Response Time Performance

Answer rate and average speed of answer are based on customers of both Dominion Energy North Carolina and Dominion Energy Virginia.

Average Response Time Measures	12 months ending Q3 -2017
Answer Rate (live voice-handled calls) (VA/NC)	92.8%
Average Speed of Answer (live voice- and technology-handled calls) (VA/NC)	34.5

Call Center Performance Metrics for Dominion Energy North Carolina / Dominion Energy Virginia

Q4 2017 Update

This document relates to regulatory conditions from NC Docket No. E-100 Sub 138; Rule R8-4A.

Customer Satisfaction Metrics

The customer service representative score is specific to customers in North Carolina only, while the automated voice system is based on customers of both Dominion Energy Virginia and Dominion Energy North Carolina.

Please note that customers rating their satisfaction an '8, 9 or 10' are considered 'highly satisfied.'

CSAT with call center performance is measured through these two specific measures:

- Automated voice system % rating satisfaction '8, 9, or 10' on 1-10 scale
- Customer service representative % rating satisfaction '8, 9, or 10' on 1-10 scale

Customer Satisfaction Measure	Q4-17	Q3 - 17	Q2 – 17	Q1 – 17
Automated voice system (% 8-10) (VA/NC)	94%	94%	94%	94%
Customer service representative (% 8-10) (NC)	96%	96%	96%	95%

Average Response Time Performance

Answer rate and average speed of answer are based on customers of both Dominion Energy Virginia and Dominion Energy North Carolina.

Average Response Time Measures	12 months ending Q4 -2017
Answer Rate (live voice-handled calls) (VA/NC)	94.3%
Average Speed of Answer (live voice- and technology-handled calls) (VA/NC)	27.3

	Service	2015 Annual Goal	Measurement Source	Q1 2015	Q2 2015	Q3 2015	Q4 2015	12 Mo. Ended 12/31/15
Over	rall Impression of QGC							
1	How satisfied are you with the product and services you receive	5.9	CSS	6.3	6.2	6.3	6.4	6.3
2	Delivers natural gas to my home/good value for price paid	4.9	css	5.6	5.9	5.9	6.0	5.8
3	Keeps me informed when/why natural gas rates change before it happens	5.0	CSS	5.2	5.4	5.6	5.6	5.4
4	Consistently delivers natural gas to my home without disruption	6.5	CSS	6.6	6.7	6.7	6.7	6.7
5	Is honest and open in its dealings	5.5	css	5.9	5.9	6.1	6.1	6.0
6	Safely delivers natural gas to my home	6.5	CSS	6.6	6.6	6.6	6.6	6.6
7	Demonstrates care and concern for people like me	5.0	CSS	5.7	5.7	5.9	5.9	5.8

(1 to 7 scale: 1= do not agree at all; 7= strongly agree) CSS - Customer Satisfaction Survey

:	Service	2015 Annual Goal	Measurement Source	Q1 2015	Q2 2015	Q3 2015	Q4 2015	12 Mo. Ended 12/31/15
Cust	omer Care							
1	Percentage of calls answered within 60 seconds after customer chooses menu option	40%	Internal Statistics	90.0%	92.4%	91.4%	92.5%	91.6%
2	Percentage of emergency calls answered within 60 seconds by agent	95%	Internal Statistics	99.5%	99.2%	99.4%	98.9%	99.3%
3	Average wait for customer after menu selection	less than 60 seconds	Internal Statistics	36	26	28	27	29
4	Callers that hang up after menu choice is made	less than 10%	Internal Statistics	1.1%	0.8%	0.9%	1.0%	1.0%
5	Amount of time talking with customer and completing request	less than 5 minutes	Internal Statistics	4.9	4.7	4.9	4.8	4.8
6	The phone staff was courteous	6.0	css	6.6	6.7	6.6	6.7	6.7
7	The phone staff was knowledgeable	6.0	css	6.4	6.4	6.5	6.6	6.5
8	My call was answered quickly	5.5	CSS	6.0	6.2	6.3	6.3	6.2
9	The person I spoke with was able to resolve my issue	6.0	CSS	6.2	6.3	6.4	6.5	6.4
10	The automated menu was easy to use	5.7	css	5.8	5.9	5.9	6.1	5.9
11	How satisfied are you with the actions taken by Questar Gas in response to your call	5.8	css	6.2	6.3	6.4	6.5	6.4

(1 to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

	Service	2015 Annual Goal	Measurement Source	Q1 2015	Q2 2015	Q3 2015	Q4 2015	12 Mo. Ended 12/31/15
Cust	tomer Affairs							
1	Respond to customer regarding any PSC complaint within 5 business days	100%	Public Service Commission Report	100%	100%	100%	100%	100%

	Service	2015 Annual Goal	Measurement Source	Q1 2015	Q2 2015	Q3 2015	Q4 2015	12 Mo. Ended 12/31/15
Serv	rice Calls - Ask-A-Tech							
1	The technician was courteous	6.2	css	6.7	6.7	6.8	6.9	6.8
2	The technician was knowledgeable	6.2	css	6.6	6.5	6.7	6.8	6.7
3	The technician was able to help me quickly	5.9	CSS	6.7	6.5	6.5	6.7	6.6
4	The technician was able to help me resolve my issue	5.9	CSS	6.5	6.4	6.7	6.7	6.6
5	The automated menu was easy to use	5.7	CSS	6.3	6.2	6.2	6.4	6.3
6	How satisfied are you with the technician's overall performance	6.0	css	6.6	6.5	6.6	6.7	6.6

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

	Service	2015 Annual Goal	Measurement Source	Q1 2015	Q2 2015	Q3 2015	Q4 2015	12 Mo. Ended 12/31/15
Serv	ice Calls					!		
1	The service technician was courteous	6.4	css	6.9	6.8	6.8	6.8	6.8
2	The service technician was knowledgeable	6.4	CSS	6.8	6.8	6.7	6.7	6.7
3	The service technician was able to help me quickly	6.2	css	6.7	6.6	6.7	6.7	6.7
4	The service technician was able to help me resolve my issue	6.2	CSS	6.7	6.6	6.5	6.7	6.6
5	How satisfied are you with the service technician's overall performance	6.3	CSS	6.8	6.7	6.6	6.7	6.7
6	Emergency calls - company representative is onsite within 1 hour of call	90%	Internal Statistics	98.0%	98.0%	98.1%	97.9%	98.0%
7	Remove meter seal within 1 business day requested by customer for activation	90%	Internal Statistics	100.0%	100.0%	100.0%	100.0%	100.0%
8	Activate or reactivate customers' gas service within 3 business days	90%	Internal Statistics	100.0%	100.0%	100.0%	100.0%	100.0%
9	Keeping customer appointments	90%	Internal Statistics	97.5%	97.2%	97.2%	98.7%	97.7%
10	Restore interrupted service caused by system failure within 1 business day (except for service interruptions caused by natural disasters, force majeure events and significant third party actions)	24 hours	Internal Statistics	100%	100%	100%	100%	100%

(1 to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

CUSTOMER CARE SATISFACTION

6.2	6.3	6.4	6.5

	Service	2015 Annual Goal	Measurement Source	Q1 2015	Q2 2015	Q3 2015	Q4 2015	12 Mo. Ended 12/31/15
Billin	ng							
1	Read each meter monthly	99%	Billing Statistics	97.7%	98.3%	97.9%	95.2%	97.3%
2	Percent of adjustments	5% Annual	Billing Statistics	0.52%	0.57%	0.81%	0.55%	2.45%
3	Send corrected statement to customer	7 Business Days	Internal Report	2.72 days	2.70 days	2.46 days	1.98 days	2.33 days
4	Percentage of billing inquiries requiring investigation responded to within 7 business day	90%	Internal Statistics	99.8%	99.9%	99.9%	99.9%	99.9%
5	Response time to investigate meter problems and notify customer within 15 business days	90%	Internal Statistics	100%	100%	100%	100%	100%

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	Service	2016 Annual Goal	Measurement Source	Q1 2016	Q2 2016	Q3 2016	Q4 2016	12 Mo. Ended 12/31/16
Ove	all Impression of QGC							
1	How satisfied are you with the product and services you receive	5.9	css	6.3	6.3	6.4	6.3	6.3
2	Delivers natural gas to my home/good value for price paid	4.9	css	5.8	5.8	6.0	5.9	5.9
3	Keeps me informed when/why natural gas rates change before it happens	5.0	css	5.4	5.4	5.6	5.5	5.5
4	Consistently delivers natural gas to my home without disruption	6.5	CSS	6.7	6.7	6.7	6.7	6.7
5	Is honest and open in its dealings	5.5	css	6.0	6.0	6.1	6.1	6.1
6	Safely delivers natural gas to my home	6.5	css	6.7	6.7	6.7	6.7	6.7
7	Demonstrates care and concern for people like me	5.0	css	5.8	5.8	5.8	5.9	5.8

(1 to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

	Service	2016 Annual Goal	Measurement Source	Q1 2016	Q2 2016	Q3 2016	Q4 2016	12 Mo. Ended 12/31/16
Cust	omer Care							
1	Percentage of calls answered within 60 seconds after customer chooses menu option	40%	Internal Statistics	85.6%	88.3%	89.5%	86.3%	87.4%
2	Percentage of emergency calls answered within 60 seconds by agent	95%	Internal Statistics	99.2%	99.4%	99.3%	99.2%	99.3%
3	Average wait for customer after menu selection	less than 60 seconds	Internal Statistics	57	43	37	57	49
4	Callers that hang up after menu choice is made	less than 10%	Internal Statistics	1.7%	1.3%	1.2%	1.8%	1.5%
5	Amount of time talking with customer and completing request	less than 5 minutes	Internal Statistics	5.1	5.0	4.9	4.9	5.0
6	The phone staff was courteous	6.0	CSS	6.6	6.6	6.7	6.6	6.6
7	The phone staff was knowledgeable	6.0	CSS	6.4	6.6	6.6	6.6	6.5
8	My call was answered quickly	5.5	CSS	6.1	6.2	6.2	6.3	6.2
9	The person I spoke with was able to resolve my issue	6.0	CSS	6.1	6.3	6.4	6.3	6.3
10	The automated menu was easy to use	5.7	css	5.9	6.1	6.1	6.1	6.0
11	How satisfied are you with the actions taken by Questar Gas in response to your call	5.8	CSS	6.0	6.2	6.3	6.3	6.2

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

Service		2016 Annual Goal	Measurement Source	Q1 2016	Q2 2016	Q3 2016	Q4 2016	12 Mo. Ended 12/31/16
Cust	tomer Affairs							
1	Respond to customer regarding any PSC complaint within 5 business days	100%	Public Service Commission Report	100%	100%	100%	100%	100%

	Service	2016 Annual Goal	Measurement Source	Q1 2016	Q2 2016	Q3 2016	Q3 2016	12 Mo. Ended 12/31/16
Serv	ice Calls - Ask-A-Tech							
1	The technician was courteous	6.2	CSS	6.8	6.7	6.9	6.8	6.8
2	The technician was knowledgeable	6.2	CSS	6.7	6.6	6.7	6.6	6.6
3	The technician was able to help me quickly	5.9	CSS	6.6	6.7	6.7	6.6	6.6
4	The technician was able to help me resolve my issue	5.9	CSS	6.6	6.6	6.6	6.7	6.6
5	The automated menu was easy to use	5.7	css	6.5	6.4	6.4	6.3	6.4
6	How satisfied are you with the technician's overall performance	6.0	CSS	6.5	6.5	6.6	6.5	6.5

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

	Service	2016 Annual Goal	Measurement Source	Q1 2016	Q2 2016	Q3 2016	Q4 2016	12 Mo. Ended 12/31/16
Serv	ice Calls				-			
1	The service technician was courteous	6.4	css	6.9	6.9	6.7	6.8	6.8
2	The service technician was knowledgeable	6.4	CSS	6.8	6.8	6.7	6.8	6.8
3	The service technician was able to help me quickly	6.2	css	6.6	6.7	6.5	6.6	6.6
4	The service technician was able to help me resolve my issue	6.2	CSS	6.8	6.7	6.6	6.6	6.7
5	How satisfied are you with the service technician's overall performance	6.3	css	6.7	6.7	6.6	6.7	6.7
6	Emergency calls - company representative is onsite within 1 hour of call	90%	Internal Statistics	98.2%	98.8%	98.6%	98.0%	98.4%
7	Remove meter seal within 1 business day requested by customer for activation	90%	Internal Statistics	100.0%	100.0%	100.0%	100.0%	100.0%
8	Activate or reactivate customers' gas service within 3 business days	90%	Internal Statistics	100.0%	100.0%	100.0%	100.0%	100.0%
9	Keeping customer appointments	90%	Internal Statistics	100.0%	100.0%	98.8%	100.0%	99.7%
10	Restore interrupted service caused by system failure within 1 business day (except for service interruptions caused by natural disasters, force majeure events and significant third party actions)	24 hours	Internal Statistics	100%	100%	100%	100%	100%

(1 to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

CUSTOMER CARE SATISFACTION

6.0	6.2	6.3	6.3

	Service	2016 Annual Goal	Measurement Source	Q1 2016	Q2 2016	Q3 2016	Q4 2016	12 Mo. Ended 12/31/16
Billi	ng				!			
1	Read each meter monthly	99%	Billing Statistics	95.1%	97.5%	98.2%	94.8%	96.4%
2	Percent of adjustments	5% Annual	Billing Statistics	0.53%	0.98%	0.77%	0.56%	2.84%
3	Send corrected statement to customer	7 Business Days	Internal Report	1.13 days	1.70 days	1.57 days	.78 days	2.33 days
4	Percentage of billing inquiries requiring investigation responded to within 7 business day	90%	Internal Statistics	99.8%	99.0%	99.7%	99.9%	99.6%
5	Response time to investigate meter problems and notify customer within 15 business days	90%	Internal Statistics	100%	98%	100%	100%	99%

Attachment ORS 4-48 B

2004-2007 Results

	Service	2008 Annual Goal	Measurement Source	2004	2005	2006	2007
Custor	ner Safety						
1	Line breaks caused by third parties	N/A	Internal Report	1462	1549	1745	1874
2	Number of gas leaks per 100 miles of main	10	DOT Report	4.8	4.9	5.2	5.2
3	Number of gas leaks per 100 miles of service	40	DOT Report	14.61	16.39	16.59	20.5
4	Number of gas leaks per 100 miles of transmission	1	DOT Report	0	0	0	0.3
5	Number of third party tear outs per number of Blue Stake calls	0.01	Internal Report	0.0045	0.0047	0.0049	0.0051

	Service	2017 Annual Goal	Measurement Source	Q1 2017	Q2 2017	Q3 2017	Q4 2017	12 Mo. Ended 12/31/17
Over	all Impression of QGC							
1	How satisfied are you with the product and services you receive	6.0	CSS	6.3	6.3	6.2	6.3	6.3
2	Delivers natural gas to my home/good value for price paid	5.5	css	5.8	5.9	5.9	5.8	5.8
3	Keeps me informed when/why natural gas rates change before it happens	5.0	css	5.4	5.5	5.2	5.2	5.3
4	Consistently delivers natural gas to my home without disruption	6.5	CSS	6.7	6.7	6.6	6.7	6.7
5	Is honest and open in its dealings	5.5	css	5.8	6.0	5.9	5.8	5.9
6	Safely delivers natural gas to my home	6.5	css	6.6	6.6	6.6	6.6	6.6
7	Demonstrates care and concern for people like me	5.0	CSS	5.7	5.8	5.6	5.6	5.7

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

	Service	2017 Annual Goal	Measurement Source	Q1 2017	Q2 2017	Q3 2017	Q4 2017	12 Mo. Ended 12/31/17
Cust	omer Care							
1	Percentage of calls answered within 60 seconds after customer chooses menu option	85%	Internal Statistics	84.4%	88.1%	92.0%	92.2%	89.2%
2	Percentage of emergency calls answered within 60 seconds by agent	99%	Internal Statistics	99.5%	99.4%	99.5%	99.4%	99.4%
3	Average wait for customer after menu selection	less than 45 seconds	Internal Statistics	70	51	33	29	46
4	Callers that hang up after menu choice is made	less than 2%	Internal Statistics	1.9%	1.5%	1.0%	0.9%	1.3%
5	Amount of time talking with customer and completing request	less than 5 minutes	Internal Statistics	5.1	5.0	4.8	4.9	5.0
6	The phone staff was courteous	6.0	CSS	6.6	6.7	6.7	6.6	6.7
7	The phone staff was knowledgeable	6.0	CSS	6.5	6.6	6.6	6.3	6.5
8	My call was answered quickly	5.5	CSS	6.1	6.4	6.2	6.1	6.2
9	The person I spoke with was able to resolve my issue	6.0	CSS	6.4	6.4	6.5	6.2	6.3
10	The automated menu was easy to use	5.7	css	6.0	6.2	5.9	6.0	6.0
11	How satisfied are you with the actions taken by Questar Gas in response to your call	5.8	CSS	6.2	6.3	6.4	6.1	6.2

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree) CSS - Customer Satisfaction Survey

Service		2017 Annual Goal	Measurement Source	Q1 2017	Q2 2017	Q3 2017	Q4 2017	12 Mo. Ended 12/31/17
Cust	tomer Affairs			<u></u>	İ			
1	Respond to customer regarding any PSC complaint within 5 business days	100%	Public Service Commission Report	100%	100%	100%	100%	100%

	Service	2017 Annual Goal	Measurement Source	Q1 2017	Q2 2017	Q3 2017	Q4 2017	12 Mo. Ended 12/31/17
Serv	rice Calls - Ask-A-Tech							
1	The technician was courteous	6.2	css	6.7	6.8	6.8	6.8	6.8
2	The technician was knowledgeable	6.2	css	6.7	6.7	6.8	6.6	6.7
3	The technician was able to help me quickly	5.9	css	6.6	6.6	6.6	6.7	6.6
4	The technician was able to help me resolve my issue	5.9	css	6.5	6.3	6.5	6.6	6.5
5	The automated menu was easy to use	5.7	css	6.4	6.1	6.4	6.5	6.3
6	How satisfied are you with the technician's overall performance	6.0	css	6.7	6.5	6.5	6.5	6.5

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree) CSS - Customer Satisfaction Survey

	Service	2017 Annual Goal	Measurement Source	Q1 2017	Q2 2017	Q3 2017	Q4 2017	12 Mo. Ended 12/31/17
Serv	rice Calls							
1	The service technician was courteous	6.4	css	7.0	6.8	6.8	6.8	6.8
2	The service technician was knowledgeable	6.4	css	6.9	6.8	6.7	6.7	6.8
3	The service technician was able to help me quickly	6.2	css	6.8	6.7	6.6	6.6	6.7
4	The service technician was able to help me resolve my issue	6.2	CSS	6.8	6.4	6.5	6.5	6.5
5	How satisfied are you with the service technician's overall performance	6.3	css	6.8	6.7	6.6	6.7	6.7
6	Emergency calls - company representative is onsite within 1 hour of call	95%	Internal Statistics	98.1%	98.3%	98.4%	98.3%	98.3%
7	Remove meter seal within 1 business day requested by customer for activation	95%	Internal Statistics	100.0%	100.0%	100.0%	100.0%	100.0%
8	Activate or reactivate customers' gas service within 3 business days	95%	Internal Statistics	100.0%	100.0%	100.0%	100.0%	100.0%
9	Keeping customer appointments	95%	Internal Statistics	100.0%	100.0%	98.9%	100.0%	99.7%
10	Restore interrupted service caused by system failure within 1 business day (except for service interruptions caused by natural disasters, force majeure events and significant third party actions)	24 hours	Internal Statistics	100%	100%	100%	100%	100%

⁽¹ to 7 scale: 1= do not agree at all; 7= strongly agree)
CSS - Customer Satisfaction Survey

	Service	2017 Annual Goal	Measurement Source	Q1 2017	Q2 2017	Q3 2017	Q4 2017	12 Mo. Ended 12/31/17
Billin	ng							
1	Read each meter monthly	99%	Billing Statistics	94.2%	97.4%	97.0%	93.8%	95.6%
2	Percent of adjustments	3% Annual	Billing Statistics	0.53%	0.53%	0.73%	0.60%	2.39%
3	Send corrected statement to customer	5 Business Days	Internal Report	1.75 days	2.21 days	1.75 days	3.24 days	2.33 days
4	Percentage of billing inquiries requiring investigation responded to within 7 business day	95%	Internal Statistics	99.7%	99.8%	99.8%	97.8%	99.3%
5	Response time to investigate meter problems and notify customer within 15 business days	95%	Internal Statistics	97%	94%	90%	84%	91%

2004-2007 Results

	Service	2008 Annual Goal	Measurement Source	2004	2005	2006	2007
Custo	ner Safety						
1	Line breaks caused by third parties	N/A	Internal Report	1462	1549	1745	1874
2	Number of gas leaks per 100 miles of main	10	DOT Report	4.8	4.9	5.2	5.2
3	Number of gas leaks per 100 miles of service	40	DOT Report	14.61	16.39	16.59	20.5
4	Number of gas leaks per 100 miles of transmission	1	DOT Report	0	0	0	0.3
5	Number of third party tear outs per number of Blue Stake calls	0.01	Internal Report	0.0045	0.0047	0.0049	0.0051

Dominion East Ohio

			2015 N	1inimum S	ervice Star	ndards Anı	nual Repoi	rt		Pinagana 1 N				
4903	L:1:13-05	Goal	Jan-15	Feb-15	Mar-15	Арг-15	May-15	Jun-15	Jul-15	Aug-15	Sept-15	Oct-15	Nov-15	Dec-15
	Service Requests - No Construction (a)													
A)(1)	Requests completed within 5 business days (a)													
3	% completed within 5 business days (b)	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
100	The Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Court Co	3000					149							0.0000000000000000000000000000000000000
1 🚓	Service Requests- Req. Construction	<u>[</u>	165	85	120	115	67	40	161	152	216	308	259	242
A)(2)	Requests completed within 20 business days		151	80	111	111	65	36	156	145	213	304	255	241
3	% completed wtihin 20 business days	90%	91.5%	94.1%	92.5%	96.5%	97.0%	90.0%	96.9%	95.4%	98.6%	98.7%	98.5%	99.6%
					All Supplies and the supplies of	teatral in the	•			100000	Particular III	r danski 1		
<u>a</u>	Average telephone answer time (seconds)	< 90 sec	28.1	17	32	41.7	41.7	35.8	40.9	33.4	26.2	71.1	30.7	7.3
115000		10					10 10 10 10 11 11 11 11 11 11 11 11 11 1					4	1	Street A
	Total # of scheduled appointments		16,797	16,183	20,258	19,424	19,074	22,927	22,495	22,909	24,200	30,039	26,547	22,685
10	# of scheduled appointments met		16,688	16,044	20,093	19,300	18,971	22,793	22,359	22,792	24,073	29,755	26,306	22,526
	% of scheduled appointments met	95%	99.4%	99.1%	99.2%	99.4%	99.5%	99.4%	99.4%	99.5%	99.5%	99.1%	99.1%	99.3%
					Karaja da	ALC: ALC:			1					state his
	Service line leaks requiring shut-off		158	163	310	262	299	294	312	344	370	415	249	225
10	# of shut-offs restored by end of next day		158	163	310	262	298	293	311	344	370	414	249	223
	% of next day restorations	95%	100.0%	100.0%	100.0%	100.0%	99.7%	99.7%	99.7%	100.0%	100.0%	99.8%	100.0%	99.1%

⁽a) DEO's system programming in effect during 2015 and prior years was not designed to report the number of turn-on requests only and the number timely completed. (See explanation below) Beginning January 2016, DEO will report the number of turn-on requests and the number timely completed for each month.

⁽b) DEO applied a five-day standard to all service requests in 2015, as approved by the PUCO in granting DEO's waiver request. See Case No. 11-2203-GA-WVR, Opin. at 6-7 (May 20, 2015).

490	1:1-13-05	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
	Service Requests - No Construction	7,994	5,729	4,906	4,821	4,895	5,609	6,008	7,567	7,801	13,576	16,336	11,614
₹	Requests completed within 3 business days*	7,985	5,724	4,904	4,819	4,893	5,607	6,001	7,558	7,797	13,566	16,317	11,602
3	% completed within 3 business days	99.9%	99.9%	100.0%	100.0%	100.0%	100.0%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%
90%			an earliand										
a	Service Requests - Req. construction	176	135	129	109	96	124	134	144	183	269	243	212
A)(2	Requests completed within 20 business days*	167	134	125	103	95	123	128	141	182	261	236	206
3	% completed within 20 business days	94.9%	99.3%	96.9%	94.5%	99.0%	99.2%	95.5%	97.9%	99.5%	97.0%	97.1%	97.2%
90%													
<u>@</u>	Average telephone answer time (seconds)	27.6	48.9	_{45.1}	35.8	26.7	15.0	34.1	49.5	113.8	186.7	55.8	47.9
90%									1.1000				
	Total # of scheduled appointments	17,374	16,625	17,489	17,225	15,944	18,872	16,824	19,523	18,450	25,864	25,893	21,907
Ö	# of scheduled appointments met	17,231	16,512	17,359	17,093	15,846	18,697	16,662	19,384	18,281	25,522	25,494	21,497
	% scheduled appointments met	99.2%	99.3%	99.3%	99.2%	99.4%	99.1%	99.0%	99.3%	99.1%	98.7%	98.5%	98.1%
95%		Bilder in the		tivi kantalikas (Este SuitA		
	Service line leaks requiring shut-off	218	175	220	326	337	309	337	376	337	376	400	276
<u> </u>	# of shut-offs restored by end of next day	215	170	217	323	336	308	336	376	332	374	399	275
	% next-day restorations	98.6%	97.1%	98.6%	99.1%	99.7%	99.7%	99.7%	100.0%	98.5%	99.5%	99.8%	99.6%
95%			· Logic Marian	es augunt villagi.	0249/44/2020			J. 64 C. Transiti					KINDON PER

^{*}Or on scheduled date, when customer requests a specific service date outside of the 3 or 20 day timeframe

490	l:1-13-05	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
7	Service Requests - No Construction	5,394	4,426	5,807	4,692	4,599	5,430	5,507	7,629	8,024	13,272	17,217	8,965
¥	Requests completed within 3 business days*	5,393	4,420	5,803	4,690	4,592	5,429	5,498	7,625	8,024	13,262	17,194	8,954
	% completed within 3 business days	100.0%	99.9%	99.9%	100.0%	99.8%	100.0%	99.8%	99.9%	100.0%	99.9%	99.9%	99.9%
90%			Special Special						The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s				
~	Service Requests - Req. construction	159	134	124	74	119	69	108	154	198	204	267	174
A)(2)	Requests completed within 20 business days*	154	130	123	72	116	67	106	151	188	196	248	168
3	% completed within 20 business days	96.9%	97.0%	99.2%	97.3%	97.5%	97.1%	98.1%	98.1%	94.9%	96.1%	92.9%	96.6%
90%													
(8)	Average telephone answer time (seconds)	58.7	47.7	44.5	34.8	71.2	52.0	70.3	32.9	69.3	34.9	67.3	28.2
90%													
	Total # of scheduled appointments	15,457	15,822	20,718	17,077	19,389	20,963	19,641	23,740	21,724	26,882	29,181	19,541
Ö	# of scheduled appointments met	15,285	15,730	20,530	16,909	19,226	20,721	19,390	23,473	21,388	26,383	27,761	19,067
	% scheduled appointments met	98.9%	99.4%	99.1%	99.0%	99.2%	98.8%	98.7%	98.9%	98.5%	98.1%	95.1%	97.6%
95%		1622											
	Service line leaks requiring shut-off	169	234	299	251	312	292	252	322	301	443	343	210
<u>o</u>	# of shut-offs restored by end of next day	168	228	294	250	306	288	251	314	295	436	338	205
****	% next-day restorations	99.4%	97.4%	98.3%	99.6%	98.1%	98.6%	99.6%	97.5%	98.0%	98.4%	98.5%	97.6%
95%				Brown and		adawining							

^{*}Or on scheduled date, when customer requests a specific service date outside of the 3 or 20 day timeframe

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-49:

Provide all service quality measures and standards that are currently effective for SCE&G. Identify which of these measures and standards have been established and/or approved by the Commission.

RESPONSE 4-49:

The service quality measures and standards that are currently effective for SCE&G are:

- The Company complies with requirements noted in Chapter 103 of the 1976 Code (Public Service Commission (Statutory Authority: 1976 Code §§ 58–3–140, 58–23–10, 58–23–590, 58–23–1010, and 58–23–1830)) Article 3 Electric Systems and Article 4 Gas Systems. (Please see "Response 4-49 103 Electric" on the enclosed CD.)
- The Company complies with its most recent Electric General Terms and Conditions (Effective for Service Rendered On and After February 28, 2018) and its Gas General Terms and Conditions (Effective for bills rendered on and after January 1, 2016). The General Terms and Conditions for both the Electric and Gas businesses are required under Chapter 103. (Please see "Response 4-49 103 Gas" on the enclosed CD.)
- The Company adheres to its *Termination of Service Due to Non-Payment Written Procedures for its Electric and Natural Gas Operations* (Revision date: August 31, 2015). (Attached)
- The Company complies with its *Bill of Rights For Residential Customers of Electrical Utilities* and *Bill of Rights For Residential Customers of Natural Gas Utilities*. (Attached)
- The Company measures service levels in our contact center operations (% of calls answered within a specific amount of time). The measure is used to plan staffing needs for our contact centers. (Not established and/or approved by the Commission.)

 The Company manages a customer contacts (calls and emails) quality program. The program focuses on the value of the customer's experience by identifying opportunities, maintaining quality standards, and encouraging employee engagement to improve the way we serve our customers – Quality Reference Guide (Attached).

Key parts of the program include:

- Quality Assessments A sampling of calls and emails for each customer service representative is randomly selected and assessed every month in accordance with the Quality Reference Guide (a set of internal guidelines that identify expected behaviors during customer interactions).
- <u>Targeted Development</u> Quality metrics are used to identify opportunities for improvement in quality performance, as well as to deliver targeted training and coaching to our employees.

(The contacts quality program is not established and/or approved by the Commission.)

 SCE&G's customer accuracy program reviews certain electric and gas customer transactions to ensure accuracy and compliance and promote accountability.

Key parts of the program include:

- Errors occurring during the normal course of business (service orders, credit transactions/ credit arrangements, non-registering meters, etc.) are reported by various areas within the company to the Quality Assurance team. The Quality Assurance team reviews/ analyzes errors, with high priority placed on errors that may impact customers. Process and performance improvements focus on eliminating repeat error types.
- Accuracy findings are used to provide improvements to employee training and development, coaching employees, customer information system (CIS) enhancements.

(The customer accuracy program is not established and/or approved by the Commission.)

 In addition to these service standards, SCE&G tracks both SAIDI (System Average Interruption Duration Index) and SAIFI (System Average Interruption Frequency Index) as industry endorsed measures of electric service reliability to customers.

SCE&G RELIABILITY STATISTICS

2013 - 2017

	<u>2013</u>	2014	<u>2015</u>	<u>2016</u>	<u>2017</u>
SAIDI*	91.31	96,60	96.60	90.50	81.82
SAIFI*	1.19	1.44	1.34	1.27	1,14

*values represent adjustment for MEDs

Responsible person: Carol Clements

South Carolina Electric & Gas Company Termination of Service Due To Non-Payment

Written Procedures for its Electric and Natural Gas Operations

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Section 5. Chapter 27, Title 58 of the 1976 Code Amended as of June 1, 2006

General Information

Bills for residential electric and gas service are past due 25 days after the billing date, i.e., the "statement date" on the customer's bill, and are subject to a late payment charge of 1.5%. If the bill or any portion thereof is not paid, the next month's bill will show the "past due" balance.

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Normal Notifications

Before any residential customer's utility service is disconnected for non-payment, that customer is given multiple opportunities to pay a "past due" bill. In the notice, customers are provided a specific date and time by which to pay to avoid disconnection of electric and/or natural gas service.

First Notice

A first notice is mailed to the customer with the monthly billing statement, at least ten (10) days prior to the possible termination of service. This notice indicates that SCE&G intends to disconnect utility service. If the customer participates in the Third Party Notification program and has requested that another individual be notified before service is disconnected, such first notice is provided to the third party at this time.

The disconnection notice includes the following:

- Address, telephone number and working hours of SCE&G representative to be contacted by the customer for the arrangement of a personal interview with an SCE&G employee with the authority to accept full payment or make other payment arrangements
- 2. The total amount owed
- 3. The date and amount of the last payment
- 4. The date by which the customer must either pay in full the amount outstanding or make satisfactory arrangements for payment by installments of such amount.
- 5. The availability of investigation and review of any unresolved dispute by the South Carolina Office of Regulatory Staff (ORS) and the ORS's toll free telephone number
- A statement that service to a residential customer who qualifies as a special needs
 account customer (i.e., a White Cross Plus+ Program Participant) shall only be
 terminated in accordance with S.C. Code Ann. § 58-5-1110 and/or § 58-27-2510 et seq.,
 as amended.
- 7. A statement that service to a residential service will not be terminated from December 1 to March 31 if the customer, or a member of his household at the premises being served, furnishes SCE&G, no less than three (3) days prior to termination or to the terminating crew at the time of termination, a certificate on a form provided by SCE&G and signed by (i) a licensed physician, stating that termination of electric and/or gas service would be especially dangerous to such person's health, and (ii) the customer, stating that he is unable to pay by installments. A certification expires thirty-one (31) days after execution by the physician and may be renewed for an additional thirty (30) days no more than three (3) times.

Final Notice

A final notice is mailed to the customer four (4) days prior to disconnection of service. This notice informs the customer that his service is subject to termination for non-payment and includes options to avoid disconnection or to communicate disputes. If the customer participates in the Third Party Notification program and has requested that another individual be notified before service is disconnected, such final notice is provided to the third party at this time.

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Special Notifications

Field Notification

Prior to disconnection, if field personnel believe a situation warrants additional investigation and are unable to speak with the customer, they will utilize a door hanger so long as there are no safety risks to the field personnel associated with leaving the door hanger (e.g., dogs). This allows the customer an additional 24 hours to contact SCE&G before disconnection.

White Cross Notification

Customers enrolled in the White Cross Program receive the Normal Notifications. Additionally, an attempt is made to contact the customer by phone prior to disconnection. If the attempt is successful (either live answer or answering machine), the customer is reminded of the impending disconnect.

Field personnel are also instructed to knock before working the disconnect on the initial attempt to disconnect service. If field personnel believe the situation warrants, the disconnection can be held for 24 hours and notification sent to the SCE&G Customer Assistance area for further research which may include an in-home visit by a Customer Assistance Advisor.

Third Party Notification

SCE&G supports the Third Party Notification program. This program is a safety net that allows others to be aware of a situation that may affect disconnection of electric and/or natural gas service. This is a voluntary program and is helpful to those who are ill, elderly or living alone. The program gives the account holder the option of naming another person to receive a copy of any disconnection notice that is sent by SCE&G. This person can be anyone you wish, such as a friend, relative, neighbor, clergy or even a social agency. The third party is not responsible for paying the bill.

The program has a built in feature to attempt to keep the customer's third party information current. For those actively participating in the Third Party Notification Program, an automated letter is generated every 2 years. The automated letter provides the Third Party contact information on file and encourages the customer to review the data and notify SCE&G of any changes.

Third Party Notification is a free service and may be set up by the customer, or by a concerned third party with the customer's permission. Please call 800-251-7234 to enroll in the Third Party Notification Program or if you have a special need that this program does not cover.

Payment Arrangement Plan(s)

SCE&G works directly with customers regarding payment options. Payment options are offered to customers who are unable to pay the full amount due for the electric and/or natural gas service.

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Short Term Arrangement

For customers who have a satisfactory payment history as determined by SCE&G, a Short Term Arrangement is offered. This payment option allows a currently forecasted disconnect to be stopped and deferred to the next forecasted disconnect date.

Deferred Payment Plan

For customers who are unable to pay the full amount due and need to pay in installments or who have not kept previous Short Term Arrangements, a Deferred Payment Plan is offered. This payment option allows a customer to pay his past due amounts in monthly installments.

Medical Certificate

From December 1 to March 31, SCE&G will not disconnect a residential customer if the customer, or a member of his household at the premises being served, furnishes SCE&G, no less than three (3) days prior to termination or to the terminating crew at the time of termination, a certificate on a form provided by SCE&G and signed by (i) a licensed physician, stating that termination of electric and/or gas service would be especially dangerous to such person's health, and (ii) the customer, stating that he is unable to pay by installments. A certification expires thirty-one (31) days after execution by the physician and may be renewed for an additional thirty (30) days no more than three (3) times.

For customers coming off Medical Certificate, field personnel are instructed to knock before working the medical certificate disconnect on the initial attempt to disconnect service.

Social Service Agencies

Customers who need information about social service agencies in their area should visit our website (www.sceg.com/agencies) or call 800-251-7234 to speak to an SCE&G representative.

SCE&G representatives are trained to identify customer situations where additional help is needed, and agency information is organized by geographical area and is readily available to representatives.

Additionally, SCE&G's Customer Assistance representatives work with the local community action agencies, churches, Salvation Army, etc. daily. These relationships can benefit customers by processing agency assistance pledges to cancel disconnection activity, and in some cases to reestablish electric and/or natural gas service.

Standards for Determining Weather Conditions

By utilizing NOAA (National Oceanic and Atmospheric Administration), SCE&G programmatically integrates the NOAA data for each local office within the service territory to provide area management with a weather based "disconnect" decision. For areas that meet the Temperature Guideline, disconnects will be suspended for that day for that area.

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Section 5. Chapter 27, Title 58 of the 1976 Code Amended as of June 1, 2006

Winter Guideline

Residential electric and natural gas customers December 1 through March 31

Forecasted average of 32 degrees or less for ensuing 48-hour period.
Note: Arithmetic average of the forecasted high and low temperature for ensuing 48-hour period.

Summer Guideline

Residential electric customers June 1 through August 31

> Forecasted heat index of 105 or higher for ensuing 24-hour period.

Payment Acceptance and Reconnection

Customers will be notified through the Normal and Special Notifications of the date and time payment is due. To avoid disconnection or to initiate reconnection of electric and/or natural gas service, SCE&G provides online payment options and payment locations where customers can make payments and have them post to the SCE&G Customer system. Visit www.sceq.com/paymentoption for payment options or www.sceq.com/payment-locations for a current listing of authorized payment locations.

If field personnel are onsite to disconnect the service and the customer makes a good faith effort to pay the past due amount, field personnel will instruct the customer to make their payment at the nearest payment location and will hold the disconnection until the next business day.

Should a customer be disconnected for non-payment and makes a satisfactory payment before 6:00 pm, Monday through Friday, SCE&G will reconnect the service on the same day¹. Should a customer be disconnected for non-payment and makes a satisfactory payment before noon Saturday, SCE&G will reconnect the service on the same day; otherwise, the reconnect will take place the next business day.

¹ Should Field Personnel, in their attempt to reconnect service, pick up load, service will not be reconnected.

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Special Care Programs

White Cross Program

The White Cross Program of SCE&G is designed for a customer or family member who depends on electricity to operate essential medical equipment. As part of the program, an attempt is made to contact the White Cross customer via telephone should they be scheduled for disconnection of service due to non-payment. Additionally, customers are also called when a major storm is approaching so that they can make other arrangements to sustain their medical equipment should an outage occur.

In order to participate in the White Cross Program, customers must have telephone service in their home. Having a White Cross designation does not mean power will be restored more quickly than others, nor will credit action be deferred for non-payment of utility bills.

White Cross Plus+ Program

SCE&G recognizes that there are customers throughout the area with varying degrees of critical health issues and is committed to providing a more personalized level of assistance to these customers. To qualify for the White Cross Plus+ Program, the customer or a family member must be certified by a licensed health care provider² as being seriously ill³ or on life support⁴ on a form provided by the utility.

In addition to the Normal and Special Notifications, customers on the White Cross Plus+ Program will be personally contacted by a Customer Assistance Advisor to include an in-home visit, if needed, prior to any disconnect activity taking place. This approach will enable SCE&G's Customer Assistance representatives to work with the customer, their third party representative and, when applicable, with other agencies to address the customer's needs.

The White Cross Plus+ Program will help us handle these customers' accounts with special care; it does not prevent disconnection for non-payment.

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² "Licensed health care provider" means a licensed medical doctor, physician's assistant, nurse practitioner, or advancedpractice registered nurse.

[&]quot;Seriously ill" means having been certified by a licensed health care provider as (i) having Alzheimer's disease or dementia or (ii) having a condition or illness such that termination of electric service would be dangerous to the person's

health.

4 "Life support" means electronic medical equipment required to sustain life.

- Bill of Rights
- For Residential Customers of Electrical Utilities

The South Carolina Office of Regulatory Staff ("ORS") and Public Service Commission of South Carolina ("PSC") want customers of electrical utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated electric service. Regulated electrical utilities include South Carolina Electric & Gas, Duke Energy Carolinas, LLC, Duke Energy Progress, Inc., and Lockhart Power Company.

Attachment 4-49 Page 1 of 2

BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

- 1. As a general rule, *you have the right* to establish electric service if you meet the following requirements: a) provide satisfactory identification and credit worthiness, b) provide necessary and reasonable access to your property, and c) your utilization of the electric service does not pose a hazardous or dangerous condition. If you have any questions concerning your right to service, you should contact the electrical utility serving your area.
- 2. You have the right to establish electric service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the electrical utility. You may be required to pay a deposit if any one of the following conditions exist: a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30day arrears in the past twenty-four (24) months; b) you cannot furnish either an acceptable co-signer or guarantor, who is a customer of the same electrical utility with good credit, within the State of South Carolina, to guarantee payment of unpaid bills up to the amount of the maximum deposit; c) your electric service has been terminated for non-payment or fraudulent use; or d) the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. You have the right to have all conditions of obtaining service explained to you by the utility's personnel.
- 3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) billing for a new customer or for an existing customer an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding 12 months or for a portion of the year if the service is on a seasonal basis for an existing customer.

- 16. **You have the right** to have complaints promptly and thoroughly investigated by the electrical utility.
- 17. **You have the right** upon request, to review the written procedures established by the electrical utility for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All electrical utilities shall publish their procedures for termination of service on their websites.
- 18. If you need assistance with a complaint against your electrical utility that you cannot resolve by dealing with the utility on your own, *you have the right* to call the ORS's Consumer Services Department. The Consumer Services Department will work with you and the electrical utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll free **1-800-922-1531** or local **803-737-5230** or online at www.regulatorystaff.sc.gov.
- 19. If you are unable to resolve your complaint by working with the electrical utility or with the ORS's Consumer Services Department, you have the right to file a formal complaint with the PSC and request a hearing. To file a complaint with the PSC, you should complete the PSC complaint form. This form is available at www.psc.sc.gov/consumer/info.asp and can be completed and submitted online. You may also request a copy of the complaint form, including instructions for completing the form, by contacting the PSC at 803-896-5100. If you choose to file a paper copy of your complaint with the PSC, submit it by: a) hand delivering it to 101 Executive Center Drive, Columbia, South Carolina; b) mailing it to Post Office Drawer 11649, Columbia, South Carolina 29211; or c) faxing it to 803-896-5199.

The ORS and the PSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your electrical utility. This statement provides you a summary of your rights as a customer of a regulated electrical utility. Not all services provided by the electrical utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the electrical utility.



www.sceg.com

- 4. If you make a deposit with the utility, *you have the right* to have the deposit returned after two years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the electrical utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSC.
- 5. **You have the right** to avoid late payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your electric bill for current monthly charges. A maximum of one and one-half percent (1 ½ %) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.
- 6. **You have the right** to written notice from your electrical utility before your electric service is disconnected for nonpayment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.
- 7. **You have the right** to designate a third party (such as a friend, relative, or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.
- 8. **You have the right** to defer service disconnection during the months of December through March, by providing an authorized medical certificate to the electrical utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the electrical utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your electric service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. (You have the responsibility to make a good faith effort to make payments for electric service rendered during the period of time covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for electric service.)
- 9. You have the right, prior to a scheduled disconnection of your service, to arrange with the electrical utility for a deferred payment

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plan to make payment by installments if paymecanch with that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past due date. This deferred payment plan will require installment payments of not less than 1/6 of your arrears balance for a period not to exceed six (6) months. You are not eligible for another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.

- 10. If the electrical utility has overcharged you as a result of misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, **you have the right** to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.
- 11. If the electrical utility has undercharged you for any reason other than customer fraud or theft, *you have the right* to pay in equal installments the deficient amount resulting from the electrical utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.
- 12. **You have the right** to have the electrical utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. **You have the right** to be present or to appoint a representative to be present when the electrical utility tests the meter. **You have the right** to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2), the bills will be increased or decreased accordingly for a period up to sixty (60) days.
- 13. **You have the right**, upon request, to receive assistance from the electrical utility in selecting the most economical rate schedule applicable, information about the method of reading meters, and billing procedures.
- 14. **You have the right** to a statement of your energy usage for the past twelve (12) months provided by the electrical utility upon your request.
- 15. **You have the right** to contact the electrical utility at all hours in case of emergency or unscheduled interruptions in your electric service.

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GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

- 1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific Customers by contract.
- 4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

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II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

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D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

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E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: For new services, the Company will install and maintain an overhead service drop for loads up to 300 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. The Company will maintain the overhead service drop for services existing prior to the effective date of these Terms and Conditions with loads up to 500 KVA. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

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H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

- 1. In the event of a condition determined by the Company to be hazardous or dangerous.
- In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
- 3. In the event of unauthorized or fraudulent use of Company's service.
- 4. Unauthorized adjustments or tampering with Company's equipment.
- 5. Customer's failure to fulfill his contractual obligations.
- 6. For failure of the Customer to permit the Company reasonable access to its equipment.
- 7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
- 8. For failure of the Customer to provide the Company with a deposit.
- 9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

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- 10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
- 11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
- 12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
- 13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. Genera

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

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Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent $(1 \frac{1}{2})$ will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

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V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-ofway or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.



South Carolina Electric & Gas Company Termination of Service Due To Non-Payment

Written Procedures for its Electric and Natural Gas Operations

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General Information

Bills for residential electric and gas service are past due 25 days after the billing date, i.e., the "statement date" on the customer's bill, and are subject to a late payment charge of 1.5%. If the bill or any portion thereof is not paid, the next month's bill will show the "past due" balance.

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Normal Notifications

Before any residential customer's utility service is disconnected for non-payment, that customer is given multiple opportunities to pay a "past due" bill. In the notice, customers are provided a specific date and time by which to pay to avoid disconnection of electric and/or natural gas service.

First Notice

A first notice is mailed to the customer with the monthly billing statement, at least ten (10) days prior to the possible termination of service. This notice indicates that SCE&G intends to disconnect utility service. If the customer participates in the Third Party Notification program and has requested that another individual be notified before service is disconnected, such first notice is provided to the third party at this time.

The disconnection notice includes the following:

- Address, telephone number and working hours of SCE&G representative to be contacted by the customer for the arrangement of a personal interview with an SCE&G employee with the authority to accept full payment or make other payment arrangements
- 2. The total amount owed
- The date and amount of the last payment
- 4. The date by which the customer must either pay in full the amount outstanding or make satisfactory arrangements for payment by installments of such amount.
- The availability of investigation and review of any unresolved dispute by the South Carolina Office of Regulatory Staff (ORS) and the ORS's toll free telephone number
- A statement that service to a residential customer who qualifies as a special needs
 account customer (i.e., a White Cross Plus+ Program Participant) shall only be
 terminated in accordance with S.C. Code Ann. § 58-5-1110 and/or § 58-27-2510 et seq.,
 as amended.
- 7. A statement that service to a residential service will not be terminated from December 1 to March 31 if the customer, or a member of his household at the premises being served, furnishes SCE&G, no less than three (3) days prior to termination or to the terminating crew at the time of termination, a certificate on a form provided by SCE&G and signed by (i) a licensed physician, stating that termination of electric and/or gas service would be especially dangerous to such person's health, and (ii) the customer, stating that he is unable to pay by installments. A certification expires thirty-one (31) days after execution by the physician and may be renewed for an additional thirty (30) days no more than three (3) times.

Final Notice

A final notice is mailed to the customer four (4) days prior to disconnection of service. This notice informs the customer that his service is subject to termination for non-payment and includes options to avoid disconnection or to communicate disputes. If the customer participates in the Third Party Notification program and has requested that another individual be notified before service is disconnected, such final notice is provided to the third party at this time.

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Special Notifications

Field Notification

Prior to disconnection, if field personnel believe a situation warrants additional investigation and are unable to speak with the customer, they will utilize a door hanger so long as there are no safety risks to the field personnel associated with leaving the door hanger (e.g., dogs). This allows the customer an additional 24 hours to contact SCE&G before disconnection.

White Cross Notification

Customers enrolled in the White Cross Program receive the Normal Notifications. Additionally, an attempt is made to contact the customer by phone prior to disconnection. If the attempt is successful (either live answer or answering machine), the customer is reminded of the impending disconnect.

Field personnel are also instructed to knock before working the disconnect on the initial attempt to disconnect service. If field personnel believe the situation warrants, the disconnection can be held for 24 hours and notification sent to the SCE&G Customer Assistance area for further research which may include an in-home visit by a Customer Assistance Advisor.

Third Party Notification

SCE&G supports the Third Party Notification program. This program is a safety net that allows others to be aware of a situation that may affect disconnection of electric and/or natural gas service. This is a voluntary program and is helpful to those who are ill, elderly or living alone. The program gives the account holder the option of naming another person to receive a copy of any disconnection notice that is sent by SCE&G. This person can be anyone you wish, such as a friend, relative, neighbor, clergy or even a social agency. The third party is not responsible for paying the bill.

The program has a built in feature to attempt to keep the customer's third party information current. For those actively participating in the Third Party Notification Program, an automated letter is generated every 2 years. The automated letter provides the Third Party contact information on file and encourages the customer to review the data and notify SCE&G of any changes.

Third Party Notification is a free service and may be set up by the customer, or by a concerned third party with the customer's permission. Please call 800-251-7234 to enroll in the Third Party Notification Program or if you have a special need that this program does not cover.

Payment Arrangement Plan(s)

SCE&G works directly with customers regarding payment options. Payment options are offered to customers who are unable to pay the full amount due for the electric and/or natural gas service.

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Short Term Arrangement

For customers who have a satisfactory payment history as determined by SCE&G, a Short Term Arrangement is offered. This payment option allows a currently forecasted disconnect to be stopped and deferred to the next forecasted disconnect date.

Deferred Payment Plan

For customers who are unable to pay the full amount due and need to pay in installments or who have not kept previous Short Term Arrangements, a Deferred Payment Plan is offered. This payment option allows a customer to pay his past due amounts in monthly installments.

Medical Certificate

From December 1 to March 31, SCE&G will not disconnect a residential customer if the customer, or a member of his household at the premises being served, furnishes SCE&G, no less than three (3) days prior to termination or to the terminating crew at the time of termination, a certificate on a form provided by SCE&G and signed by (i) a licensed physician, stating that termination of electric and/or gas service would be especially dangerous to such person's health, and (ii) the customer, stating that he is unable to pay by installments. A certification expires thirty-one (31) days after execution by the physician and may be renewed for an additional thirty (30) days no more than three (3) times.

For customers coming off Medical Certificate, field personnel are instructed to knock before working the medical certificate disconnect on the initial attempt to disconnect service.

Social Service Agencies

Customers who need information about social service agencies in their area should visit our website (www.sceg.com/agencies) or call 800-251-7234 to speak to an SCE&G representative.

SCE&G representatives are trained to identify customer situations where additional help is needed, and agency information is organized by geographical area and is readily available to representatives.

Additionally, SCE&G's Customer Assistance representatives work with the local community action agencies, churches, Salvation Army, etc. daily. These relationships can benefit customers by processing agency assistance pledges to cancel disconnection activity, and in some cases to reestablish electric and/or natural gas service.

Standards for Determining Weather Conditions

By utilizing NOAA (National Oceanic and Atmospheric Administration), SCE&G programmatically integrates the NOAA data for each local office within the service territory to provide area management with a weather based "disconnect" decision. For areas that meet the Temperature Guideline, disconnects will be suspended for that day for that area.

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Winter Guideline

Residential electric and natural gas customers December 1 through March 31

Forecasted average of 32 degrees or less for ensuing 48-hour period.
Note: Arithmetic average of the forecasted high and low temperature for ensuing 48-hour period.

Summer Guideline

Residential electric customers June 1 through August 31

Forecasted heat index of 105 or higher for ensuing 24-hour period.

Payment Acceptance and Reconnection

Customers will be notified through the Normal and Special Notifications of the date and time payment is due. To avoid disconnection or to initiate reconnection of electric and/or natural gas service, SCE&G provides online payment options and payment locations where customers can make payments and have them post to the SCE&G Customer system. Visit www.sceq.com/payment-locations for a current listing of authorized payment locations.

If field personnel are onsite to disconnect the service and the customer makes a good faith effort to pay the past due amount, field personnel will instruct the customer to make their payment at the nearest payment location and will hold the disconnection until the next business day.

Should a customer be disconnected for non-payment and makes a satisfactory payment before 6:00 pm, Monday through Friday, SCE&G will reconnect the service on the same day¹. Should a customer be disconnected for non-payment and makes a satisfactory payment before noon Saturday, SCE&G will reconnect the service on the same day; otherwise, the reconnect will take place the next business day.

¹ Should Field Personnel, in their attempt to reconnect service, pick up load, service will not be reconnected.

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Special Care Programs

White Cross Program

The White Cross Program of SCE&G is designed for a customer or family member who depends on electricity to operate essential medical equipment. As part of the program, an attempt is made to contact the White Cross customer via telephone should they be scheduled for disconnection of service due to non-payment. Additionally, customers are also called when a major storm is approaching so that they can make other arrangements to sustain their medical equipment should an outage occur.

In order to participate in the White Cross Program, customers must have telephone service in their home. Having a White Cross designation does not mean power will be restored more quickly than others, nor will credit action be deferred for non-payment of utility bills.

White Cross Plus+ Program

SCE&G recognizes that there are customers throughout the area with varying degrees of critical health issues and is committed to providing a more personalized level of assistance to these customers. To qualify for the White Cross Plus+ Program, the customer or a family member must be certified by a licensed health care provider² as being seriously ill³ or on life support⁴ on a form provided by the utility.

In addition to the Normal and Special Notifications, customers on the White Cross Plus+ Program will be personally contacted by a Customer Assistance Advisor to include an in-home visit, if needed, prior to any disconnect activity taking place. This approach will enable SCE&G's Customer Assistance representatives to work with the customer, their third party representative and, when applicable, with other agencies to address the customer's needs.

The White Cross Plus+ Program will help us handle these customers' accounts with special care; it does not prevent disconnection for non-payment.

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² "Licensed health care provider" means a licensed medical doctor, physician's assistant, nurse practitioner, or advanced-practice registered nurse.

³ "Seriously Ill" means having been certified by a licensed health care provider as (i) having Alzheimer's disease or dementia or (ii) having a condition or illness such that termination of electric service would be dangerous to the person's health.

 $^{^4\,\}mbox{``Life}$ support" means electronic medical equipment required to sustain life.

- 14. **You have the right** to contact the natural gas utility at all hours in case of emergency or unscheduled interruptions in your natural gas service.
- 15. **You have the right** to have complaints promptly and thoroughly investigated by the natural gas utility.
- 16. **You have the right**, upon request, to review the written procedures the natural gas utility has established for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All gas utilities shall publish their procedures for termination of service on their websites.
- 17. If you need assistance with a complaint against your natural gas utility that you cannot resolve by dealing with the utility on your own, **You have the right** to call the ORS's Consumer Services Department. The Consumer Services Department will work with you and the natural gas utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll free **1-800-922-1531** or local **803-737-5230** or online at www.regulatorystaff.sc.gov.
- 18. If you are unable to resolve your complaint by working with the natural gas utility or with the ORS's Consumer Services Department, you have the right to file a formal complaint with the PSC and request a hearing. To file a complaint with the PSC, you should complete the PSC complaint form. This form is available at www.psc.sc.gov/consumer/info.asp and can be completed and submitted online. You may also request a copy of the complaint form, including instructions for completing the form, by contacting the PSC at 803-896-5100. If you choose to file a paper copy of your complaint with the PSC, submit it by: a) hand delivering it to 101 Executive Center Drive, Columbia, South Carolina; b) mailing it to Post Office Drawer 11649, Columbia, South Carolina 29211; or c) faxing it to 803-896-5199.

The ORS and the PSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your natural gas utility. This statement provides you a summary of your rights as a customer of a regulated natural gas utility. Not all services provided by the natural gas utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the natural gas utility.



Attachment 4-49 Page 1 of 2

Bill of Rights

For Residential Customers of Natural Gas Utilities

The South Carolina Office of Regulatory Staff ("ORS") and Public Service Commission of South Carolina ("PSC") want customers of natural gas utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated natural gas service. Regulated natural gas utilities include South Carolina Electric & Gas Company and Pledmont Natural Gas Company, Inc.

BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

- 1. As a general rule, *you have the right* to establish natural gas service where available if you meet the following requirements: a) provide satisfactory identification and credit worthiness, b) provide necessary and reasonable access to your property, c) your utilization of the natural gas service does not pose a hazardous or dangerous condition, and d) there is already natural gas service in your area. If there are no natural gas lines near your home, you may or may not have the right to have the lines extended to serve you. If the lines are extended to serve you, you may be required to pay part of the cost of the extension. If you have any questions about your right to natural gas service, you should contact the natural gas company serving your area.
- 2. You have the right to establish natural gas service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the natural gas utility. You may be required to pay a deposit if any one of the following conditions exist; a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months: b) you cannot furnish either an acceptable co-signer or guarantor, who is a customer of the same natural gas utility with good credit, within the State of South Carolina, to guarantee payment of unpaid bills up to the amount of the maximum deposit; c) your natural gas service has been terminated for non-payment or fraudulent use; or d) the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. You have the right to have all conditions of obtaining service explained to you by the utility's personnel.
- 3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) billing for a new customer or for an existing customer

an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding 12 months or for a portion of the year if the service is on a seasonal basis for an existing customer.

- 4. If you make a deposit with the utility, *you have the right* to have the deposit returned after two (2) years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the natural gas utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSC.
- 5. **You have the right** to avoid late payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your natural gas bill for current monthly charges. A maximum of one and one-half percent (1 ½ %) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.
- 6. **You have the right** to written notice from your natural gas utility before your natural gas service is disconnected for nonpayment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.
- 7. **You have the right** to designate a third party (such as a friend, relative, or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.
- 8. **You have the right** to defer service disconnection during the months of December through March by providing an authorized medical certificate to the natural gas utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the natural gas utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your natural gas service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. (You have the responsibility to make a good faith effort to make payments for natural gas service rendered during the period of time

Attachment 4-49 Page 2 of 2 covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for natural gas service.)

- 9. **You have the right**, prior to a scheduled disconnection of your service, to arrange with the natural gas utility for a deferred payment plan to make payment by installments if you can show that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past due date. This deferred payment plan will require installment payments of not less than 1/6 of the arrears balance for a period not to exceed six (6) months. You are not eligible for another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.
- 10. If the natural gas utility has overcharged you as a result of misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, **you have the right** to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.
- 11. If the natural gas utility has undercharged you for any reason other than customer fraud or theft, *you have the right* to pay in equal installments the deficient amount resulting from the natural gas utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.
- 12. **You have the right** to have the natural gas utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. **You have the right** to be present or to appoint a representative to be present when the natural gas utility tests the meter. **You have the right** to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2), the bills will be increased or decreased accordingly for a period up to sixty (60) days.
- 13. **You have the right**, upon request, to receive assistance from the natural gas utility in selecting the most economical rate schedule applicable, information about the method of reading meters, and billing procedures.

Opening - Section 1				
Sec	Section Goal: Begin every interaction in a manner that sets an inviting and professional tone, conveying a cheerful willingness to assist the caller.			
Ex	pected Behavior	Yes	No	
Q1.1	Our customer was greeted promptly. (1 point)	 ✓ An immediate response once the call is announced. ✓ No delay in answering after the call is announced. 	 Did not immediately greet the customer once the call was announced. Examples include: Specialist took longer than 3 seconds* to finish something before greeting the customer. *Time is measured from the beginning of the recorded interaction Any delay between call being announced and greeting^(a). (a) LCRS Exception – In the event of an unexpected interruption while answering a support line call, LCRS may ask the agent to "hold" briefly when a justification is provided upon returning to the line. 	
Q1.2	Our customer was greeted with our standard greeting in a friendly, inviting manner. (1 point)	 ✓ The standard greeting was used with an upbeat and inviting tone (Emergency line included). Examples of Standard Greetings include: "Good morning/afternoon/evening, this is" "Good morning/afternoon/evening, my name is" ✓ Appropriate phrases may be added to the end of the greeting. Example: "Good morning/afternoon/evening this is How may I help/assist you?" 	 The standard greeting was not used. Examples include: "Hello/Hi, this is" "Good morning, speaking" The standard greeting was used, however tone was not upbeat and inviting. Inappropriate phrases added to the greeting. 	
Q1.3	Our customer's initial statement/reason for calling was appropriately acknowledged with a phrase that conveys a willingness to help.	 ✓ A cordial acknowledgement of the customer's stated reason for calling voiced with genuine intentions <u>Examples</u> include:	 Customer's reason for calling was not acknowledged^(b). (b) LCRS Exception - If the agent's request began off the phone, or on a previous call, the LCRS may make an awareness statement that the agent is following up from a previous discussion. Examples include, but are not limited to:	

Expected Behavior	Yes	No
Our customer's initial statement/reason for calling was appropriately acknowledged with a phrase that conveys a willingness to help.	 (Q1.3 continued from previous page) ✓ Acknowledgement phrase served as a warm verbal embrace, assuring the customer that the agent is capable and willing to handle their request. ✓ Acknowledgement phrase was voiced immediately after customer expressed their reason for calling. Acknowledgement can be grouped with a request to the business level as long as the acknowledgment remains cordial. 	 Acknowledgement phrase was voiced in a manner that did not convey a willingness to help Acknowledgement was not voiced immediately after the reason for calling was expressed. Acknowledgement was lost as specialist went straight to the business level. Examples include: "You'll need to provide your account number before I can assist you with"
Our customer's identity was properly obtained/verified. Q1.4 (5 points)	 ✓ Verified the customer's name, address, social security number¹ or password¹: Commercial account representatives — caller's full name is not required. ¹ Social security and password verification is not required for outage, tree trim requests, maintenance orders, non-SCANA account holders, emergency calls) ✓ Proper verification for commercial accounts — full tax id number, name, address, etc. (Reason: Our customers' account information is considered confidential. We verify this information for the security of the account.) 	 Customer's name, address, social security number or password was not properly verified before account specific information was provided or transaction was handled. Proper verification not completed for commercial accounts.
Flagged communications were appropriately viewed/added/ updated. (-5 points for NO)	 ✓ All existing flagged communications were viewed prior to giving account specific information or entering a transaction. ✓ All flagged communications were appropriately added, updated, and/or deleted. 	 All Red Flags were not viewed prior to giving account specific information or entering a transaction. All Red Flags were not appropriately added, updated, and/or deleted.

Expected Behavior	Yes	No
Our customer's	 The customer's information was appropriately added, updated, or confirmed: - ²New customers: Completed customer record. 	 The customer's information was not appropriately, created, updated or confirmed: - ²New customers: Did not complete customer record.
information was created/updated/confirmed correctly when appropriate.	 ²Additional/transfer of service: Attempted to create, update and/or confirm the complete customer record (includes landlords that are set up under a residential account). 	 ²Additional/transfer of service: Did <u>not</u> attempt to create, update and/or confirm the complete customer record (includes landlords that are set up under a residential account).
(5 points)	 Existing residential customers with "Full Access". An attempt should be made to update <u>all</u> of the following: The caller's primary phone number. 	 Existing residential customers with "Full Access". Did not attempt to update all of the following: The caller's primary phone number. Account holder's primary phone number.
(Reason 1.5, not 1.4 - We add, update, and confirm email addresses, phone numbers and other customer information for communication purposes, not as a part of verification)	 Account holder's primary phone number. Account holder's email (Confirmation/update not required for emergency calls, closed accounts) Existing residential contacts with "Limited Access". An attempt should be made to update the following: The caller's primary phone number (Not applicable to commercial customers) 	- Account holder's email (Confirmation/update not required for emergency calls, closed accounts) * Existing residential contacts with "Limited Access". Did not attempt to update the following: - The caller's primary phone number.
	² To include the spouse, additional contact, employer phone number and name, alternate telephone, etc. Professional Communication – Se	² To include the spouse, additional contact, employer phone number and name alternate telephone, etc.

Professional Communication – Section 2

Section Goal: Create an environment that is professional and warm. The created environment should ensure the interaction is polite and one that creates a positive customer experience. Creating the desired environment is the responsibility of the representative.

Expected Behavior	Yes	No
	✓ Interacted with our customers with unquestionable friendliness.	Interacted with our customers with questionable friendliness.
We interacted with our customer in a pleasant	✓ Leaves NO doubt that the interaction was:• Pleasing • Enjoyable • Friendly	If there is <u>ANY</u> question of whether the interaction was positive.
Q2.1 manner and an effective tone.	 Considerate • Positive Preserved the customer's dignity Personable • Courteous. 	 The interaction was: Dissatisfying • Sarcastic • Impatient • Argumentative Defensive • Demeaning • Discourteous • Demanding
(15 points)		 Customer's dignity was not preserved. Monotone and/or indifferent throughout the call
		× Inappropriate phrases.

Expected Behavior	Yes	No
We interacted with proper inflection throughout the call avoiding any partial monotone/indifference. (-10 points for No)	✓ The interaction had proper inflection throughout the call.	 Monotone/indifference was observed during parts of the customer interaction, but did not dominate the entire conversation. <u>Example</u>: Good tone at beginning of call, monotone during billing discussion, and good tone during the last portion of the call.
Our customer was allowed to speak without interruption. (2 points)	 ✓ Allowed the customer to finish their comments before interjecting, responding or speaking. ✓ Stopped talking when the customer began to speak. ✓ Apology given for interruption or talking over. 	 Customer was not allowed to finish their comments before the agent interjected, responded or spoke. Continued talking and did not allow the customer to speak. Interrupted/talked-over the customer.
Our customer's request(s) were fully understood using effective active listening skills. (2 points)	 ✓ Asked questions, paraphrased verbal responses to gain clarification as appropriate. Examples include: Transferring service? Additional service? If customer was vague, a clarifying question was asked. ✓ Listened without judging or jumping to conclusions. Example: High bill reason. ✓ Listened for what was not said (verbal cues). Example: Emergency situation (gas bill). 	 Jumped to conclusions. Made assumptions. Clarifying question(s) not asked when customer was vague. Clarifying questions were not asked to verify customer's actual service request (off order versus transfer of service or seasonal off.)
Our customer was not asked/required to repeat themselves unnecessarily. (2 points)	 ✓ Customer's information was heard and understood without unnecessary repetition. ✓ Customer was asked to repeat information in understandable situations (i.e. phone volume low, phone connection bad, background noise, caller voice muffled, strong accents). 	 Caller asked to repeat due to agent being distracted. Customer asked to repeat information they've already clearly provided (no obvious issues present - i.e. phone volume low, phone connection bad, background noise, caller voice muffled, and strong accents).
Our customer was provided an explanation for moments of silence. (2 points)	 ✓ Prepared the customer for moments of silence and explained (when it was not apparent from the conversation) what they would be doing. Example: "Just a moment while I review/document the account" ✓ Verbally walked customer through call. 	 Silence/delay without explanation prior to silence. Length of silence caused customer to ask if agent was there or if they heard them.

Expected Behavior	Yes	No
We demonstrated care and concern for our customer by making effective empathetic/apologetic statements when appropriate. (5 points)	 ✓ Immediately empathized or apologized for customer's real or perceived inconvenience. Examples include: Anytime we have to say no to a customer's requests (i.e. no more time, not able to quote a lower amount, not able to accommodate requested date, etc.) Our systems/processes caused potential inconvenience to customer (i.e. Bill Matrix was down, Bill Matrix 5 payment monthly limit, etc.) Customer's comments/concerns mentioned on the human level. ✓ Used words and inflection that expressed concern for the customer's situation immediately after the customer voices his situation/concern. Example: "Let's see if I can give you one less thing to worry about" (Use chart in Guidance for other suggestions) ✓ Gave positive empathy when positive situations were mentioned*. Examples include:	 We were not able to accommodate customer's request and no apology was given. Customer's human level comments/concerns were not immediately acknowledged with empathetic statements. A sincere conveyance of understanding was not expressed. We missed an opportunity to express care and concern for the customer's situation(s). Apology/empathy attempted was untimely.
We accommodated our customer by adapting and making adjustments as necessary. (2 points)	✓ Agent adjusted phone/voice volume, pace, and/or verbiage to ensure clear communication and understanding.	 The need to adapt to the customer's communication style was not recognized. The need to adapt/adjust were apparent, but adjustments were not made (voice volume, phone volume, pace, verbiage/vocabulary choices).

Expected Behavior	Yes	No
We spoke in customer terms by avoiding jargon/slang. (2 points)	 ✓ Jargon/slang not used when speaking with the customer. ✓ Company acronyms used after explanation or after customer uses it (SCE&G and PSNC Energy are acceptable). ✓ Using "Social" when requesting the caller's social security number is not preferred, but acceptable. ✓ "Hit(s) your account" is not polished or preferred, but it is acceptable. 	 Use of acronyms^(d) (i.e. DPP, STA, BBP, DNP), prior to customer mentioning them or prior to explaining them. (d)LCRS Exception — It is acceptable for the LCRS to use company jargon when speaking to internal customers. (i.e. departments, contact center agents, etc.) Use of slang (i.e. Honey, cool, yep, etc.). Use of jargon (i.e. cut, flex, task, work queue). Inappropriate use of customer's first name.
Our customer interaction included positive, confident word choices. (2 points)	 ✓ Spoke with positive, can do language. ✓ Word choices and tone expressed confidence. ✓ Word choices and tone expressed positivity and optimism. 	 Phrases that express a lack of confidence were used when discussing account/process/company information. <u>Examples</u> include: "I don't know", "I can't", "It looks like"; "I think"; "I'm thinking" (with no attempt/commitment to find out or without offering alternatives/explanations). "You should", "we should", "BBP should start" instead of "You will be billed", "We will read your meter", etc. Phrases used were not positive or optimistic. <u>Examples</u> include: "You need to", "You have to" (in a demanding manner or perceived negative connotation).
We communicated clearly and understandably. (2 points)	 ✓ Proper use of grammar. ✓ Enunciation. ✓ Clear and concise explanation. 	 Repetitive use of improper grammar. Mumbling. Talking under your breath. Rambling. Unnecessarily repetitive.

Expe	ected Behavior	Yes	No
Q2.11	We took responsibility for our customer's concern in a manner that maintains company credibility. (2 points)	 ✓ Maintained company credibility by taking personal responsibility. ✓ Avoided transferring blame to anyone else or any other department. ✓ When the computers were down we determined customer's need before advising them to call back. 	 Credibility-impacting phrases used. Examples include: "The system/company policy will not allow me" "It's not letting me" "I don't have the authority to" "Our computers/system is so slow." Transferred blame to someone else or another department. Advised customer to call back when computers are down without determining what the customer was calling for. Made comments that could damage Company's image.
6	We attempted to assist the customer prior to transferring. (5 points)	✓ Offered assistance when the customer asked for supervisor or another employee.	 Immediately agreed to transfer when customer asked for a supervisor or another employee. Offered customer a lead/supervisor without the customer requesting one.
Q2.13	We showed respect for our customer's time by appropriately managing hold and transfer procedures. (2 points)	 ✓ Provided customer with a reason for being placed on hold or to transfer. ✓ Advised the customer of potential extended hold time. ✓ Checked back with the customer during an extended hold within a reasonable amount of time (3 minutes). ✓ Thanked the customer when returning to line. ✓ Asked permission to place customer on hold or to transfer*. Example statement: "I'd be happy to transfer you to Bill Matrix." (*It is acceptable to make an awareness statement instead of asking customer's permission when customer requests to be transferred to Bill Matrix or Survey, and there is no hold or intent to return to the caller – cold transfer.) 	 Customer was placed on hold or was transferred to speak with someone else without being provided a reason. Customer was not informed of potential extended hold time. During extended hold, customer was not checked on within a reasonable time (3 minutes). Customer was not thanked for holding when call resumed. Used mute instead of placing the customer on hold. Customer's permission not obtained prior to being placed on hold or transferred.

Expected Behavior	Yes	No
We effectively managed the call throughout the interaction. (2 points)	 ✓ Call flow was effective. ✓ Efficiently moved the conversation forward. ✓ Took a conversational approach with a focus on addressing the customer's request. 	 Customer had to lead the call. Customer had to ask multiple questions for information that should have been provided to ensure complete understanding. Carried on personal conversations/opinions too long with the customer. Delayed focus on handling the customer's initial request. Example: Did not utilize available resources (i.e. search, Guidance, Lead, etc.) to look up customer/account information. Requested social security number verification to report an outage. Asked to update primary phone number with a green check mark. A contact with limited access called for a payment arrangement, and we asked to update the main account holder's information (i.e. email address). Rushed call to conclusion. Interaction ended, but call did not disconnect and agent did not release the line. Examples include: The conversation clearly ended for both parties, and the representative did not manually release the call within 10 seconds. The agent warm transferred customer to Bill Matrix or Support Line and did not immediately release the call once the next agent accepted the customer's call.

Addressing Our Customer's Needs - Section 3

Goal: Handle each customer interaction in a manner which demonstrates 3 priorities:

(1) an understanding of the customer's need, (2) an understanding of our systems, products and processes, and (3) issue resolution.

(1) an understanding of the customer's need, (2) an understanding of our systems, products and processes, and (3) issue resolution.		
Expected Behavior	Yes	No
All significant ⁴ credit and/or billing information related to the account and/or transaction details were accurately discussed, entered, updated and/or deleted. (12 points)	 ✓ Discussed, entered, updated and/or deleted all significant⁴ credit and/or billing information related to the account and/or transaction details, excluding service requests. ✓ All significant⁴ credit and/or billing information provided to the customer was correct or corrected before call concluded. ✓ Information shared follows risk matrix guidelines when appropriate. ✓ Provided appropriate options based on customer's need (i.e. credit options, payment options). 	 Did not discuss, enter, update and/or delete all significant⁴ credit and/or billing information related to the account and/or transaction details, excluding service requests. (Note: Dropping the change when quoting payment arrangement amount is classified as "other" information and should be scored in Q3.2.) Information shared does not follow risk matrix guidelines. "No" examples include: BBP amount quoted does not match the panel display. Incorrect last day to pay given. Did not advise the customer to call back after making payment to verify breakers are off (when appropriate). 6 PM and 3 PM call back/payment deadlines for SCE&G and PSNC, respectively, were not mentioned for same-day reconnect. Active DNP in the field and did not discuss that if payment is not received prior to being disconnected, then the full arrears + reconnection fee + deposit (if applicable) would be required. Directed the customer to a business office with a lease and did not educate them to bring the deposit as well. Customer's address was not confirmed for Adverse Letter of Credit. (4 "Significant" is any action that could potentially prevent transaction from being executed as expected.)

Expected Behavior	Yes	No
Supplemental ⁵ credit and/or billing information related to the account and/or transaction details were accurately discussed, entered, updated and/or deleted when appropriate. (3 points)	 ✓ All supplemental⁵ credit and/or billing information related to the account and/or transaction details were accurately discussed, entered, updated and/or deleted when appropriate. Examples Include: Educated new customer on bill/due date. Payment arrangement (i.e. initial call - full balance and arrears, or arrears and current charges; follow-up call arrears/least amount discussed). When discussing Bill Matrix as a payment option, or when transferring to Bill Matrix, attempted to mention all of the following information: Bill Matrix fee (\$3.50). Account number. Amount to be paid via Bill Matrix (Bill Matrix may quote a different balance). Example: Customer called to make a payment. Before transferring the customer to Bill matrix, we mentioned the \$3.50 fee, the need to have the account number available and confirmed the amount to be paid. ✓ Customer was offered other payment options when they requested business office to make payment. ✓ Shared information that gives customers more information about available options/company programs. Examples include:	 Did not discuss, enter, update and/or delete all supplemental⁵ credit and/or billing information related to the account and/or transaction details when appropriate. Examples include: High bill explanation (thermostat setting not discussed). Dropped the change when quoting arrangement. When discussing Bill Matrix as a payment option, or when transferring to Bill Matrix, one or all of the following information was not mentioned:
	(⁵ "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)	(5 "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)

Ex	pected Behavior	Yes	No
Q3.3	All significant ⁴ Service Request transaction details were accurately discussed, entered, updated and/or deleted. (12 points)	 ✓ Accurately discussed, entered, updated and/or deleted all significant⁴ Service Request transactions when appropriate. Example: Reviewed essential meter/area accessibility points with the customer (specifically mentioned animals, locked gates and shrubbery). The word "meter" was used when applicable. (⁴ Significant is any action that could potentially prevent the order from being worked as expected.) 	 Did not discuss, enter, update and/or delete all significant⁴ Service Request details. Examples include: Did not review essential meter/area accessibility points with the customer (animals, locked gates and shrubbery were not mentioned). The word "meter" was not used when applicable. Did not follow required Inside Gas Leak/Odor script. Service Request entered for unauthorized or unverified caller. (⁴ Significant is any action that could potentially prevent the order from being worked as expected.)
Q3.4	Supplemental ⁵ Service Request transaction details were accurately discussed, entered, updated and/or deleted when	 ✓ All supplemental⁵ Service Request transaction details were accurately discussed, entered, updated and/or deleted when appropriate. ✓ Email confirmation offered or sent when appropriate. 	 Did not discuss, enter, update and/or delete all supplemental⁵ Service Request transaction details when appropriate. Example: Did not enter phone number or full name when order is not Call Before Going.
	appropriate. (3 points)	(⁵ "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)	Email confirmation not offered or sent when appropriate. (5 "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)
Q3.5	The interaction included confirmation of next steps, issues resolution and/or	 ✓ Confirmed/recapped next steps, issues resolution, and/or completed transaction(s) anytime an action was required by the customer, the company and/or the representative. ✓ Confirmation/recap was completed by the customer or the representative at some point during the call. ✓ Confirmation/recap was presented in a way that ensured all parties were in agreement, and it included 	Did not effectively recap main points of the call and/or next steps when an action was required by the customer, the company and/or the representative(e). (e)LCRS Exception – LCRS should use good judgement to determine whether it is necessary to recap next steps to an agent familiar with the process being discussed. Confirmation/recap was not completed by the customer or the representative during the call.
	completed transaction(s). (3 points)	pertinent information regarding customer and company expectations. Examples of pertinent information include: Payment amount and date agreed for payment arrangement. Service address, date and action to be taken for service order/emergency request.	 Confirmation/recap was not presented in a way that ensured all parties were in agreement, and it excluded pertinent information regarding customer and company expectations. Examples of pertinent information include: Payment amount and date agreed for payment arrangement. Service address, date and action to be taken for service order/emergency request.

Expected Behavior	Yes	No
The decision(s) made for this customer effectively balanced the needs of our customer and our business. (2 points)	 ✓ After a customer expressed a real or perceived inconvenience/concern, we presented/discussed available options that effectively balanced the needs of the customer and the Company. ✓ We documented the reason for making a reasonable business decision in communications, and prefaced the explanation with an acronym WOGL (WOGL stands for Working Outside the Guidelines – anytime you offer an option that is clearly outside of a documented procedure). ✓ Reasonable business decisions examples include: Customer that was disconnected for the first time expressed that paying a billing deposit all at once seemed excessive. We responded by offering to break up deposit into installments. Exempted customer who was first time late and wanted late payment charge removed. Exempted DNP for a customer with no late payments in the last 12 months, and less than \$25 due to prevent disconnection. 	 After a customer expressed a real or perceived inconvenience/concern, we did not present/discuss available options that effectively balanced the needs of the customer and the Company. We did not document the reason for making a business decision in communications, and/or did not preface the explanation with WOGL (WOGL stands for Working Outside the Guidelines – anytime you offer an option that is clearly outside of a documented procedure). Unreasonable business decisions example: BBP reestablished when credit history does not support decision (recent drop, etc.).
The communication details were accurately entered. (2 points)	 ✓ The type and subtype selected appropriately identifies the call. ✓ The name of the caller is entered in the Contact Name field of the communication. ✓ If error in documenting is made and then corrected with a new/updated communication (name, type/subtype, communication method, etc.). ✓ Other details of the communication were correct (i.e. communication method, direction and/or complaint indicator when appropriate). 	 Type or subtype did not appropriately identify the call (communication type/subtype was not discussed during the call.) The name entered or defaulted from the account does not represent who you talked to, including names of businesses instead of the individual's name. No communication entered on the account (3.7 & 3.8 = 'No'). Two or more accounts are discussed in the conversation and only one was documented. Details of the communication were not correct (communication method, direction and/or complaint indicator when appropriate).

Expected Behavior	Yes	No
The communication comments were accurately noted. (2 points)	 ✓ Information entered in communication comments correctly reflects the conversation with the customer. ✓ Specifics to the conversation documented. Examples include: payment amounts, dates, arrangements, quotes, account changes, etc. ✓ Adhered to special requests for documentation (i.e. RM). 	 No communication was entered (3.7 & 3.8 = 'No'). Information documented does not appropriately reflect your conversation. Information was documented that was not discussed with the customer. Incorrectly documented or did not document special requests. Specifics to the conversation are not documented (i.e. payment amounts, dates, arrangements, etc.). Comments included inappropriate notes. Comments included representative's personal feelings, opinions, or biases.
Expected Behavior	Yes	***N/A***
For our customer's convenience/benefit, available options were offered when appropriate. (3 points for "Yes")	 ✓ Educated our customer about the ability to complete various transactions online/email and/or obtain account information (this includes customers that currently have an online account). ✓ Highlighted the availability to use mobile devices to access account online or to report outages (web or text). ✓ Discussed/educated customer about the disconnect cancelation confirmation email when appropriate. ✓ Initiated VAS conversation when it was not required. Example: Customer called to make a payment over the phone and we highlighted the benefits of setting up an eDraft or Bank Draft. 	 Please do Not Select "No" for the Bonus Question. Bonus is NOT applicable when VAS discussions are required. Examples include: Customer calling for bill copies. New account established for customer (new, additional, transfer service). Customer initiates the VAS conversation with a question or request.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. Foreword

- 1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- 2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of gas utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific customers by contract.
- 4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to here in "Commission".

B. Application

- 1. Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving gas service from the Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customer and Company. No contract may be transferred without the written consent of the Company.
- 2. **Term of Service** The rates as prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.
- 3. **Terms and Conditions** The Terms and Conditions contained herein are part of every contract for service entered into by the Company and govern all Classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.
- 4. **Statement by Agents** No representative of the Company has authority to modify any rule of the Commission, provisions of Rate Schedules, or to bind the Company by any promise or representation contrary hereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 10:00 a.m. eastern time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall be not less than twenty-eight (28) days or more than thirty-four (34) days.

- C. "Year" shall mean a period of 365 days commencing with the day of first delivery of gas hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "BTU" shall mean a British Thermal Unit: the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1°F) at sixty degrees Fahrenheit (60°F).
- E. "Therm" shall mean the quantity of heat energy which is 100,000 British Thermal Units.
- F. "Dekatherm" (dt) shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.
- G. "Cubic Foot of Gas" shall mean the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty degrees Fahrenheit (60°F) and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch (14.73 psia).
- H. "CCF" shall mean one hundred (100) cubic feet of gas.
- I. "MCF" shall mean one thousand (1,000) cubic feet of gas.
- J. "Natural Gas" or "Gas" shall mean natural gas, processed or unprocessed, vaporized liquid natural gas, synthetic gas, propane-air mixture, landfill gas, other unconventional source of methane gas or any mixture of these gases.
- K. "Point of Connection" shall mean the outlet side of Company measuring and regulating equipment.
- L. "Premises" shall mean a Customer's building or a portion of a building and contiguous area.
- M. Typical delivery pressure to residential customers will be 7 inches water column or 2 psig. Commercial and Industrial customers will be provided at a delivery pressure of up to 5 psig. Any delivery pressure other than these must be requested in writing and approved by the Company. Only one delivery pressure will be provided per meter location.

III. CONDITIONS OF SERVICE

- A. General The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's service at a particular location before proceeding with plans for any new or additional gas loads. No new or additional gas loads will be served if it is determined that such service will jeopardize service to existing customers by increasing the total system's firm load requirements above available supplies.
- B. Heating Value –The normal range of heating value will not be less than 950 nor more than 1400 Btu per cubic foot of gas. Cubic Feet shall be converted to therm equivalent, for billing, by application of a fraction, the numerator of which shall be the weighted average BTU content of gas described in II.J. above entering the Company's system for the days representing the days in the billing cycle for the Customer and the denominator of which shall be 1,000. Where heating value by day is obtainable by means of a standard type of recording calorimeter, spectrometer, chromatograph or other approved instrument, then these daily values shall be used to convert cubic feet to the therm equivalent.
- **C. Installation Requirements** Before piping a premises or purchasing equipment, the Customer shall give the Company notice and shall ascertain from the Company the character

of service available at such premises. The Company may specify the content and pressure of the gas to be furnished, the location of the meter, and the point where the service connection shall be made.

Where more than one service is required by the Customer, the Company will provide such additional service upon payment by the Customer to the Company of the charges above the cost of the first service. Each installation shall be a separate account.

All piping and equipment must be installed and maintained in accordance with the applicable codes and requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection at the meter assembly with the facilities of the Company. Customer assumes responsibility and liability for damages and injuries caused by failures or malfunction of Customer's equipment.

D. Connection/Reconnection – An inspection by the appropriate jurisdiction must be completed and presented to the Company by the Customer prior to connection or reconnection of gas service on any premises where gas has not previously been served, or inactive for an extended period of time or where the gas piping has been modified or altered or if an unsafe condition exists.

The Customer or an adult representative must be present to admit the Company Representative during a connection/reconnection service visit. A minimum of one natural gas appliance must be connected, operational and ready for use prior to connection/reconnection of gas service. An appliance or device which is found to be unsafe shall be disconnected and the service shall remain disconnected.

E. Limitations or Extensions – Service is supplied only where, in the opinion of the Company, adequate service is available or can be made available under the provisions of these rules. The Company's obligation to extend its facilities is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the service to be supplied. Where the service to be supplied does not produce revenue sufficient to support the expenditure required to serve it, the Company will determine in each case the amount of payments and form thereof that may be required of the Customer.

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering gas service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from government agencies and property owners, at the Customer's expense, to permit the installation, operation and maintenance of the Company's lines and facilities. The Customer in requesting or accepting service thereby grants the Company without charge necessary and perpetual rights-of-way and privileges for the Company to construct, emplace, replace, maintain, upgrade, and operate its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and privileges are required or necessary to enable the Company to supply service to the Customer and the Customer also grants the Company the right to continue or extend the Company's facilities on, across, or under property controlled by the Customer with necessary and perpetual rights to serve other Customers. Customers shall maintain such right-of-way so as to grant the Company continued access to its facilities by Company and sub-contractor vehicles, personnel, and other power-operated equipment.

Company will, subject to limitations stated in this Section III.E., and subject to the execution by the applicant and acceptance by Company of a service contract which includes a right-of-way agreement, furnish and install a service line along with standard appurtenances, such as shut-off-valve, regulator and meter, and required service pipe up to 125 feet more or less without cost to the applicant.

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- F. Safe Access to Customer's Premises The duly authorized representatives of the Company shall be permitted at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load and other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.
- G. Curtailment of Supply— The supply of service is subject to any orders of all duly constituted governmental authorities establishing any priority or limitation to service. Notwithstanding other provisions of the Company's Rate Schedules, the availability of gas service thereunder may be limited or curtailed, due to an insufficient supply of gas available to the Company, in accordance with priorities of service established and ordered by the Commission. (See Section VII, Limitations or Curtailment and Section VIII, Force Majeure).
- H. Denial or Discontinuance of Service The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants, or occupant of the premises served, for any loss, cost damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:
 - 1. In the event of a condition determined by the Company to be hazardous or dangerous..
 - 2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
 - 3. In the event of unauthorized or fraudulent use of Company's service.
 - 4. Unauthorized adjustment of or tampering with Company's equipment.
 - 5. Customer's failure to fulfill his contractual obligations.
 - 6. For failure of the Customer to permit the Company reasonable access to its equipment.
 - 7. For non-payment of bill for service rendered provided that the Company has made reasonable efforts to affect collections.
 - 8. For failure of the Customer to provide the Company with a deposit.
 - For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
 - For failure of the Customer to comply with reasonable restrictions on the use of service.
 - 11. The Company shall not furnish its service or continue its services to any applicant, who at the time of such application is indebted or any member of his household is or was indebted under an undisputed bill for service, previously furnished such applicant, or furnished any other member of the applicant's household or business.
 - 12. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premises.

13. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.

The Company may discontinue service without notice for reasons (1), (2), (3) and (6) above. For the remainder of the reasons the Customer shall be allowed a reasonable time in which to correct any discrepancy.

Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

 Safety Requirements – The Company is required under Regulations of the Commission to lock gas meters in the off position whenever service to a customer is discontinued. The requirement to lock a gas meter is applicable when gas service is turned off.

Restoration of gas service under these conditions will require a reconnection call to unlock the gas meter and restore gas service. The reconnection charge will be assessed for all such reconnection calls. The turning on or off of gas meters is to be done by a person duly authorized by the Company only.

- J. Reconnection Charge Where the Company has discontinued service for reasons listed in Section III. H. and III.I., the Customer is subject to a reconnection charge of \$25 in addition to any other charges due and payable to the Company. If a Customer requests that a reconnection be made after normal working hours, the charge is \$35. In cases where both electric and gas services are reconnected at the same time on the same premises for the same Customer, only one charge will be made.
- K. Seasonal Block Charge A charge will apply for customers who disconnect service and subsequently request reconnection of service at the same premise within a 12 month period. This is commonly referred to as a seasonal block. The charge will be based on the number of months the customer is disconnected times the basic facilities charge as stated on the tariffs. In determining the month of disconnection, any number of days disconnected within a month constitutes a whole month of disconnection. If reconnection is requested to be performed after normal business hours, an additional of \$20.00 will be added to the charges as calculated above.

IV. BILLING AND PAYMENT TERMS

- A. General The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission. All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.
- B. Obligation The customer is responsible for all charges for gas furnished and for all charges under the agreement until the end of the terms thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit up to an amount equal to the total actual bills of the highest two (2) consecutive months based on experience of the preceding twelve (12) months or portions of the year if on a seasonal basis.

- C. Late Payment Charge A late payment charge of one and one half percent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.
- D. Deposit A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the proceeding twelve (12) months or portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist: (1) the Customer's past payment record to the Company shows delinquent payment practice; (2) a new Customer cannot furnish either a letter of good credit from an acceptable source or an acceptable cosigner of guarantor on the Company's system to guarantee payment; (3) a Customer has no deposit and presently is delinquent in payments; (4) a Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.
- E. Service Charge The Company may make reasonable charges for work performed on or services rendered:
 - 1. Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
 - 2. To repair, replace, remove, disconnect or gain access to Company's facilities or equipment where such repair, replacement removal or disconnection is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer: or
 - 3. To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, materials and transportation.

V. COMPANY'S LIABILITY

The Company will not be liable for damages or injuries sustained by Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's piping and equipment, or the piping and equipment of others on the Customer's premises. The Company will not be responsible for the use, care, or handling of service delivered to the customer after the same passes beyond the point of interconnection of the Company's facilities with that of the Customer. Customer assumes responsibility and liability for damages and injuries caused by failures or malfunction or Customer's equipment.

VI. MEASUREMENT OF SERVICE

- **A. Measurements** The volume and total heating value of the gas delivered hereunder shall be determined as follows:
- All volumes delivered shall be corrected to the pressure base of 14.73 psia and temperature base of 60° F. The average absolute atmospheric pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds to the square inch, irrespective of actual elevation or location of the point of delivery above sea level or variations in such atmospheric pressure from time to time.
- 2. When orifice meters are used, volumes delivered shall be computed in accordance with accepted industry standards
- 3. Gas volumes will be adjusted for BTU content, pressure, temperature, supercompressability, specific gravity and any other applicable factors.
- 4. The temperature of the gas shall be assumed to be 60° F. unless Company elects to install a recording thermometer or temperature correcting device. If a recording thermometer is installed, the arithmetical average of the 24 hour period will be used to determine the temperature correctly.
- 5. The specific gravity of the gas shall be determined daily by a recording graviometer or any other instrument of an industry acceptable standard manufacturer.
- 6. The total heating value of the gas delivered hereunder shall be determined by Company by using a standard type of recording calorimeter or other instrument of an industry acceptable standard manufacturer which shall be located on Company's system and/or its supplier's system, in order that the BTU content of gas delivered hereunder by be properly obtained.
- B. Meter Testing on Request of Customer The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise, the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15 without the approval of the Commission. The amount so deposited with the Company shall be refunded or credited to the Customer as part of the settlement of the disputed account if the meter if found, when tested, to register more than two percent (2%) fast or slow, otherwise the deposit shall be retained by the Company.
- **C.** Adjustments for Inaccurate Meters Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. LIMITATIONS OR CURTAILMENTS

Notwithstanding other provisions of the Terms and Conditions and Rate Schedules of this tariff, the availability of gas service may be limited or curtailed due to operating conditions or any gas supply deficiency. During any period when operating condition or gas supply deficiencies require limitations or curtailment, the Company shall curtail deliveries of gas without discrimination within priority of service categories established by the Commission as follows:

A. Definitions – The definitions of the term used in the Curtailment Plan are as follows:

- Residential Service to Customers which consists of direct natural gas usage in a residential dwelling of space heating, air conditioning, cooking, water heating, and other residential uses.
- 2. Commercial Service to Customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation.
- Industrial Service to Customers engaged primarily in a process which creates or changes raw or unfinished materials into other form or product including the generation of electric power.
- 4. Firm Service Service from Rate Schedules or contracts under which Seller is expressly obligated to deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruptions in case the supply to higher priority Customers is threatened.
- 5. Interruptible Service Service from Rate Schedules or contracts under which Seller is not expressly obligated to deliver specific volumes within a given time period, and which anticipates and permits interruption on short notice, or service under Rate Schedules or contracts which expressly or impliedly require installation of alternate fuel capability.
- 6. Plant Protection Gas Minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production.
- 7. Feedstock Gas Natural gas used as a raw material for its chemical properties in creating an end product.
- 8. Process Gas Gas used for which alternate fuels, other than another gaseous fuel, are not technically feasible such as applications requiring precise temperature controls and precise flame characteristics.
- **9. Boiler Fuel** Natural gas used as fuel for the generation of steam and internal combustion turbine engines for the generation of electricity.
- 10. Alternate Fuel Capability A situation where an alternate fuel could have been utilized whether or not the facilities for such have actually been installed: provided, however, where the use of natural gas is for plant protection, feedstock, or process uses and the only alternate fuel is propane or other gaseous fuel, then the Buyer will be treated as if he had no alternate fuel capability if such fuel is unobtainable for serving fuel needs.
- 11. Storage Injection Requirements Volumes required by the Company for injection into underground storage, including cushion gas and for liquefaction, including fuel used for injection in liquefaction plants, or for such other storage projects which may be developed expressly for the protection of supply or high priority uses.
- **12. Company Use Gas** Fuel used in gas compression, propane-air plants, LNG plants, other gas needed by Company's facilities to furnish the requirements of Customers, together with unaccounted for gas, shall be considered for purposes of this curtailment plan to be in Category 1.
- **13. Essential Human Needs** Natural gas service, which, if denied, would cause shutdown of an operation resulting in closing of an establishment essential to maintaining the health and safety of the general public.

- 14. Gas Supply Deficiency Any occurrence relating to Company's gas supply which causes Company to deliver less than the total requirements of its system, including failures of suppliers to deliver gas for any reason, requirements of gas for system storage, conservation of gas for future delivery, or any other occurrence not enumerated herein which affects Company's gas supply.
- **15. Emergency Service** Supplemental deliveries of natural gas that may be required to forestall irreparable injury to life or property including environmental emergencies.
- 16. Daily Gas Price Index This term means the arithmetic average of:
 - (i) Natural Gas Intelligence Daily Gas Price Index, Louisiana, Southern Natural; and
 - (ii) Natural Gas Intelligence Daily Gas Price index, *Louisiana, Transco St. 65*. If no index for a gas day is published, the price will be computed as the average of the applicable indices on the closest index publication date preceding and the closest index publication date following such gas day.

B. Curtailment for Gas Supply Deficiency

In the event of Gas Supply Deficiency on the Company's system, the Company shall require curtailment of service to Customer in accordance with the following procedure.

- (a) The Company shall order curtailment of sales made to Customers purchasing gas under the Company's Rate Schedules or special contracts in descending order in accordance with priority of service categories set forth below. Approved emergency gas is excepted from curtailment.
 - Residential and small commercial Customers (less than 50 Dekatherms on a peak day) and essential human needs Customers where there is no installed or available alternate fuel capability.
 - 2. Large commercial direct flame requirements (20 Dekatherms or more on a peak day); firm industrial requirements for plant protection, feedstock and process needs, and storage injection requirements.
 - 3A. Firm industrial requirements for uses other than boiler fuel which do not qualify for Category 2.
 - 3B. Firm commercial and industrial boiler fuel requirement up to 1,000 Dekatherms on a peak day.
 - 3C. Interruptible requirements for human need types of facilities such as public buildings, hospitals and laundries.
 - 3D. Interruptible requirements for direct flame applications which can utilize only another gaseous fuel as an alternate.
 - 3E. Interruptible requirements for direct flame applications which an utilize a fuel other than a gaseous fuel as an alternate.
 - 3F. Interruptible requirements for boiler fuel use of less than 300 Dekatherms on a peak day.
 - 4. (LEFT BLANK INTENTIONALLY.)
 - 5. (LEFT BLANK INTENTIONALLY.)
 - 6. Interruptible boiler fuel requirements of 300 Dekatherms or more, but less than 1,500 Dekatherms on a peak day, where alternate fuel capabilities can meet such requirements.
 - 7. Interruptible boiler fuel requirements of 1,500 Dekatherms or more, but less than 3,000 Dekatherms on a peak day, where alternate fuel capabilities can meet such requirements.
 - 8. Interruptible boiler fuel requirements of 3,000 Dekatherms or more, but less than 10,000 Dekatherms on a peak day, where alternate fuel capabilities can meet such requirements.
 - 9. Interruptible boiler fuel requirements of 10,000 Dekatherms or more on a peak day, where alternate fuel capabilities can meet such requirements.
 - 10. Natural gas requirements of Customers who have alternate fuel as their primary source, but use natural gas as a standby fuel.

(b) Curtailment will be in descending order beginning with Category 10 (i.e. Category 1 is the highest priority).

A determination of the category in which a Customer is placed will be made each year based upon usage in the preceding twelve (12) months ending August 31 and/or current contract as of the same date. The placement of a Customer in a category in accordance with the determination made herein will be effective November 1 of the current year, extending through October 31 of the following year. A moving base period will be used each year with such base period to include the preceding twelve (12) months ending August 31 of the current year. Reclassification in categories will be effective on November 1 of the current year. Where a reclassification is necessary, the affected Customer will be notified of such reclassification prior to November 1 of the current year.

- (c) Where daily volumes are not available to make the determination of the 50/Dekatherms/day required in Section (b) of the Curtailment Plan, then the daily volume requirements shall be determined by taking the Dekatherms usage of the Customers for any month during the previous twelve (12) month period ending August 31 and dividing that month's use by the number of days during that specific billing cycle and multiplying the result by 1.5. By means of the average daily volume thus obtained, the Customer will be placed in the appropriate category. Where daily volumes for the peak month in the base period are available to make the required determination, then such volumes will be used.
- (d) Any new Customer added during any base period will be placed in the appropriate category by the Company in accordance with the best information available.
- (e) Notwithstanding the terms of any service contract or agreement, general terms and conditions, tariff provisions, or rate provisions to the contrary, the Company may, during periods of curtailment, limit curtailment within any given geographic area or areas to those Customers within the area or areas where the need for the curtailment exists. Geographic areas will be defined by the Dominion Carolina Gas Transmission ("DCGT") approved tariff and determined based upon any applicable Operational Flow Order issued by DCGT. While the Company may limit the curtailment to a specific geographic area or areas or may vary the extent of the curtailment among such areas as the needs of the system require, the Company shall nevertheless preserve and enforce the applicable priorities of service categories within each geographic area. This provision (Section VII(B)(e)) applies to both firm and interruptible customers.
- (f) Notwithstanding the terms of any service contract or agreement, general terms and conditions, tariff provisions, or rate provisions to the contrary, if the Company issues a curtailment order and Customer does not comply with the order, the Company will assess, and Customer will be obligated to pay, a penalty to the Company as follows:
 - (i) For violation of a curtailment order the Customer shall pay to the Company \$50.00 per dekatherm, plus two times the Company's current base rate cost of gas, plus all other applicable upstream pipeline charges and the Customer's base rate mark-up;
 - (ii) In addition to the penalties set forth above in Section VII(B)(f)(i), the Customer shall pay to the Company an amount equal to their pro-rata share of any penalty incurred by the Company for violation of an upstream pipeline's Operational Flow Order ("OFO"), if the Customer's violation of SCE&G's curtailment order results in incremental costs above the penalty assessed in Section VII(B)(f)(i) above.
 - (iii) Penalties will be assessed on each dekatherm of gas received into or taken out of the Company's system when such deliveries or receipts are not in compliance with a curtailment order.

(iv) The payment of a penalty under this provision shall under no circumstances be considered as giving Customer any right to violate any curtailment order issued. Further, the receipt of payment by the Company from any customer violating any provision of these Curtailment of Service Provisions shall not be considered as a substitute for or in lieu of any other remedy available to the Company for Customer's failure to comply with the curtailment order.

(v) This provision (Section VII(B)(f)) applies only to interruptible customers.

VIII. FORCE MAJEURE

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligation to provide service under its Rate Schedules or contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused by for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockade, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods washouts, arrest and restraints of government and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the maintaining or repairing or alteration of machinery, equipment structures, or lines of pipe (which maintaining, repairing or alteration shall, however be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of gas), freezing of wells or lines of pipe, partial or entire failure or depletion of gas wells, partial or complete curtailment of deliveries under Company's gas purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, and any cause other than those enumerated herein (whether of the kind enumerated or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement or strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected there

IX. SALES OF APPROVED EMERGENCY GAS (SUPPLY RELATED)

The Company may, in its discretion, offer any interruptible customer subject to curtailment the ability to buy Emergency Gas (Supply Related) during the curtailment on an interruptible basis when gas supplies and transportation are available. Any gas purchases made under this provision shall be priced at the actual delivered price of the specific source of supply allocated by the Company to serve the Customer, plus the approved maximum contract margin for service, plus all other costs and charges related to the specific gas supply used to serve the Customer.

Sales volumes and supply costs related to the gas supplied pursuant to this provision shall not be considered in computing the Company's weighted average cost of gas or in administering any aspects of the Company's Purchased Gas Adjustment ("PGA"), PGA process, or orders related thereto.

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Χ.	SALES OF APPROVED EMERGENCY GAS (CAPACITY RELATED)
	When any interruptible customer subject to curtailment requests Emergency Gas (Capacity Related) from the Company's Gas Control and such request is made before or during the period of curtailment, the Company may, in its discretion, offer the customer the ability to buy Emergency Gas (Capacity Related) during the curtailment on an interruptible basis when gas supplies and transportation are available. Any gas purchases made under this provision shall be priced at the current market price for delivered gas to the SCE&G city gate for the gas day the Emergency Gas (Capacity Related) is requested by the Customer, plus the Customer's base rate mark-up, plus any other applicable charge related to serving the Customer with Emergency Gas (Capacity Related). Sales volumes and supply costs related to the gas supplied pursuant to this provision shall not be considered in computing the Company's weighted average cost of gas or in administering any aspects of the Company's Purchased Gas Adjustment ("PGA"), PGA process,
	or orders related thereto.

- 14. **You have the right** to contact the natural gas utility at all hours in case of emergency or unscheduled interruptions in your natural gas service.
- 15. **You have the right** to have complaints promptly and thoroughly investigated by the natural gas utility.
- 16. **You have the right**, upon request, to review the written procedures the natural gas utility has established for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All gas utilities shall publish their procedures for termination of service on their websites.
- 17. If you need assistance with a complaint against your natural gas utility that you cannot resolve by dealing with the utility on your own, **You have the right** to call the ORS's Consumer Services Department. The Consumer Services Department will work with you and the natural gas utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll free **1-800-922-1531** or local **803-737-5230** or online at www.regulatorystaff.sc.gov.
- 18. If you are unable to resolve your complaint by working with the natural gas utility or with the ORS's Consumer Services Department, you have the right to file a formal complaint with the PSC and request a hearing. To file a complaint with the PSC, you should complete the PSC complaint form. This form is available at www.psc.sc.gov/consumer/info.asp and can be completed and submitted online. You may also request a copy of the complaint form, including instructions for completing the form, by contacting the PSC at 803-896-5100. If you choose to file a paper copy of your complaint with the PSC, submit it by: a) hand delivering it to 101 Executive Center Drive, Columbia, South Carolina; b) mailing it to Post Office Drawer 11649, Columbia, South Carolina 29211; or c) faxing it to 803-896-5199.

The ORS and the PSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your natural gas utility. This statement provides you a summary of your rights as a customer of a regulated natural gas utility. Not all services provided by the natural gas utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the natural gas utility.



Bill of Rights

For Residential Customers of Natural Gas Utilities

The South Carolina Office of Regulatory Staff ("ORS") and Public Service Commission of South Carolina ("PSC") want customers of natural gas utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated natural gas service. Regulated natural gas utilities include South Carolina Electric & Gas Company and Pledmont Natural Gas Company, Inc.

BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

- 1. As a general rule, *you have the right* to establish natural gas service where available if you meet the following requirements: a) provide satisfactory identification and credit worthiness, b) provide necessary and reasonable access to your property, c) your utilization of the natural gas service does not pose a hazardous or dangerous condition, and d) there is already natural gas service in your area. If there are no natural gas lines near your home, you may or may not have the right to have the lines extended to serve you. If the lines are extended to serve you, you may be required to pay part of the cost of the extension. If you have any questions about your right to natural gas service, you should contact the natural gas company serving your area.
- 2. You have the right to establish natural gas service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the natural gas utility. You may be required to pay a deposit if any one of the following conditions exist: a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months; b) you cannot furnish either an acceptable co-signer or guarantor, who is a customer of the same natural gas utility with good credit, within the State of South Carolina, to guarantee payment of unpaid bills up to the amount of the maximum deposit; c) your natural gas service has been terminated for non-payment or fraudulent use; or d) the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. You have the right to have all conditions of obtaining service explained to you by the utility's personnel.
- 3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) billing for a new customer or for an existing customer

an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding 12 months or for a portion of the year if the service is on a seasonal basis for an existing customer.

- 4. If you make a deposit with the utility, *you have the right* to have the deposit returned after two (2) years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the natural gas utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSC.
- 5. **You have the right** to avoid late payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your natural gas bill for current monthly charges. A maximum of one and one-half percent (1 ½ %) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.
- 6. **You have the right** to written notice from your natural gas utility before your natural gas service is disconnected for nonpayment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.
- 7. **You have the right** to designate a third party (such as a friend, relative, or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.
- 8. **You have the right** to defer service disconnection during the months of December through March by providing an authorized medical certificate to the natural gas utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the natural gas utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your natural gas service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. (You have the responsibility to make a good faith effort to make payments for natural gas service rendered during the period of time

covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for natural gas service.)

- 9. You have the right, prior to a scheduled disconnection of your service, to arrange with the natural gas utility for a deferred payment plan to make payment by installments if you can show that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past due date. This deferred payment plan will require installment payments of not less than 1/6 of the arrears balance for a period not to exceed six (6) months. You are not eligible for another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.
- 10. If the natural gas utility has overcharged you as a result of misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, **you have the right** to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.
- 11. If the natural gas utility has undercharged you for any reason other than customer fraud or theft, *you have the right* to pay in equal installments the deficient amount resulting from the natural gas utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.
- 12. You have the right to have the natural gas utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. You have the right to be present or to appoint a representative to be present when the natural gas utility tests the meter. You have the right to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2), the bills will be increased or decreased accordingly for a period up to sixty (60) days.
- 13. **You have the right,** upon request, to receive assistance from the natural gas utility in selecting the most economical rate schedule applicable, information about the method of reading meters, and billing procedures.

Opening - Section 1				
	Section Goal: Begin every interaction in a manner that sets an inviting and professional tone, conveying a cheerful willingness to assist the caller.			
Ex	pected Behavior	Yes	No	
Q1.1	Our customer was greeted promptly. (1 point)	 ✓ An immediate response once the call is announced. ✓ No delay in answering after the call is announced. 	 Did not immediately greet the customer once the call was announced. Examples include: Specialist took longer than 3 seconds* to finish something before greeting the customer. *Time is measured from the beginning of the recorded interaction Any delay between call being announced and greeting^(a). (a) LCRS Exception – In the event of an unexpected interruption while answering a support line call, LCRS may ask the agent to "hold" briefly when a justification is provided upon returning to the line. 	
Q1.2	Our customer was greeted with our standard greeting in a friendly, inviting manner. (1 point)	 ✓ The standard greeting was used with an upbeat and inviting tone (Emergency line included). Examples of Standard Greetings include: "Good morning/afternoon/evening, this is" "Good morning/afternoon/evening, my name is" ✓ Appropriate phrases may be added to the end of the greeting. Example: "Good morning/afternoon/evening this is How may I help/assist you?" 	 The standard greeting was not used. Examples include: "Hello/Hi, this is" "Good morning, speaking" The standard greeting was used, however tone was not upbeat and inviting. Inappropriate phrases added to the greeting. 	
Q1.3	Our customer's initial statement/reason for calling was appropriately acknowledged with a phrase that conveys a willingness to help. (2 points)	 ✓ A cordial acknowledgement of the customer's stated reason for calling voiced with genuine intentions <u>Examples</u> include: "I'll be happy to help you" "It'll be my pleasure" ✓ Agent responded to the customer's initial question/statement appropriately in a friendly manner – to include empathetic statements when appropriate (i.e. Customer begins the call sharing personal concerns). Acknowledgement could be an empathetic statement. (Q1.3 continued next page) 	 Customer's reason for calling was not acknowledged^(b). (b) LCRS Exception - If the agent's request began off the phone, or on a previous call, the LCRS may make an awareness statement that the agent is following up from a previous discussion. Examples include, but are not limited to:	

Expected Behavior	Yes	No
Our customer's initial statement/reason for calling was appropriately acknowledged with a phrase that conveys a willingness to help. (2 points)	 (Q1.3 continued from previous page) ✓ Acknowledgement phrase served as a warm verbal embrace, assuring the customer that the agent is capable and willing to handle their request. ✓ Acknowledgement phrase was voiced immediately after customer expressed their reason for calling. Acknowledgement can be grouped with a request to the business level as long as the acknowledgment remains cordial. 	 Acknowledgement phrase was voiced in a manner that did not convey a willingness to help Acknowledgement was not voiced immediately after the reason for calling was expressed. Acknowledgement was lost as specialist went straight to the business level. Examples include: "You'll need to provide your account number before I can assist you with"
Our customer's identity was properly obtained/verified. Q1.4 (5 points)	 ✓ Verified the customer's name, address, social security number¹ or password¹: Commercial account representatives — caller's full name is not required. ¹ Social security and password verification is not required for outage, tree trim requests, maintenance orders, non-SCANA account holders, emergency calls) ✓ Proper verification for commercial accounts — full tax id number, name, address, etc. (Reason: Our customers' account information is considered confidential. We verify this information for the security of the account.) 	 Customer's name, address, social security number or password was not properly verified before account specific information was provided or transaction was handled. Proper verification not completed for commercial accounts.
Flagged communications were appropriately viewed/added/ updated. (-5 points for NO)	 ✓ All existing flagged communications were viewed prior to giving account specific information or entering a transaction. ✓ All flagged communications were appropriately added, updated, and/or deleted. 	 All Red Flags were not viewed prior to giving account specific information or entering a transaction. All Red Flags were not appropriately added, updated, and/or deleted.

Expected Behavior	Yes	No
Our customer's information was created/updated/ confirmed correctly when appropriate.	 The customer's information was appropriately added, updated, or confirmed: ²New customers: Completed customer record. ²Additional/transfer of service: Attempted to create, update and/or confirm the complete customer record (includes landlords that are set up under a residential account). 	 The customer's information was not appropriately, created, updated or confirmed: 2New customers: Did not complete customer record. Additional/transfer of service: Did not attempt to create, update and/or confirm the complete customer record (includes landlords that are set up under a residential account).
(Reason 1.5, not 1.4 - We add, update, and confirm email addresses, phone numbers and other customer information for communication purposes, not as a part of verification)	 Existing residential customers with "Full Access". An attempt should be made to update all of the following: The caller's primary phone number. Account holder's primary phone number. Account holder's email (Confirmation/update not required for emergency calls, closed accounts) Existing residential contacts with "Limited Access". An attempt should be made to update the following: The caller's primary phone number (Not applicable to commercial customers) ²To include the spouse, additional contact, employer phone number and name, alternate telephone, etc. 	 Existing residential customers with "Full Access". Did not attempt to update all of the following: The caller's primary phone number. Account holder's primary phone number. Account holder's email (Confirmation/update not required for emergency calls, closed accounts) Existing residential contacts with "Limited Access". Did not attempt to update the following: The caller's primary phone number. ** To include the spouse, additional contact, employer phone number and name, alternate telephone, etc.

Professional Communication – Section 2

Section Goal: Create an environment that is professional and warm. The created environment should ensure the interaction is polite and one that creates a positive customer experience. Creating the desired environment is the responsibility of the representative.

Expected Behavior	Yes	No
	✓ Interacted with our customers with unquestionable friendliness.	 Interacted with our customers with questionable friendliness.
We interacted with our customer in a pleasant	✓ Leaves NO doubt that the interaction was:• Pleasing • Enjoyable • Friendly	If there is <u>ANY</u> question of whether the interaction was positive.
Q2.1 manner and an effective tone.	 Considerate • Positive Preserved the customer's dignity Personable • Courteous. 	 The interaction was: Dissatisfying • Sarcastic • Impatient • Argumentative Defensive • Demeaning • Discourteous • Demanding
(15 points)		 Customer's dignity was not preserved. Monotone and/or indifferent throughout the call
		Inappropriate phrases.

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Expected Behavior	Yes	No
We interacted with proper inflection throughout the call avoiding any partial monotone/indifference. (-10 points for No)	✓ The interaction had proper inflection throughout the call.	 Monotone/indifference was observed during parts of the customer interaction, but did not dominate the entire conversation. Example: Good tone at beginning of call, monotone during billing discussion, and good tone during the last portion of the call.
Our customer was allowed to speak without interruption. (2 points)	 ✓ Allowed the customer to finish their comments before interjecting, responding or speaking. ✓ Stopped talking when the customer began to speak. ✓ Apology given for interruption or talking over. 	 Customer was not allowed to finish their comments before the agent interjected, responded or spoke. Continued talking and did not allow the customer to speak. Interrupted/talked-over the customer.
Our customer's request(s) were fully understood using effective active listening skills.	 ✓ Asked questions, paraphrased verbal responses to gain clarification as appropriate. Examples include: Transferring service? Additional service? If customer was vague, a clarifying question was asked. ✓ Listened without judging or jumping to conclusions. Example: High bill reason. ✓ Listened for what was not said (verbal cues). Example: Emergency situation (gas bill). 	 Jumped to conclusions. Made assumptions. Clarifying question(s) not asked when customer was vague. Clarifying questions were not asked to verify customer's actual service request (off order versus transfer of service or seasonal off.)
Our customer was not asked/required to repeat themselves unnecessarily.	 ✓ Customer's information was heard and understood without unnecessary repetition. ✓ Customer was asked to repeat information in understandable situations (i.e. phone volume low, phone connection bad, background noise, caller voice muffled, strong accents). 	 Caller asked to repeat due to agent being distracted. Customer asked to repeat information they've already clearly provided (no obvious issues present - i.e. phone volume low, phone connection bad, background noise, caller voice muffled, and strong accents).
Our customer was provided an explanation for moments of silence. (2 points)	 ✓ Prepared the customer for moments of silence and explained (when it was not apparent from the conversation) what they would be doing. Example: "Just a moment while I review/document the account" ✓ Verbally walked customer through call. 	 Silence/delay without explanation prior to silence. Length of silence caused customer to ask if agent was there or if they heard them.

Expected Behavior	Yes	No
We demonstrated care and concern for our customer by making effective empathetic/apologetic statements when appropriate. (5 points)	 ✓ Immediately empathized or apologized for customer's real or perceived inconvenience. Examples include: Anytime we have to say no to a customer's requests (i.e. no more time, not able to quote a lower amount, not able to accommodate requested date, etc.) Our systems/processes caused potential inconvenience to customer (i.e. Bill Matrix was down, Bill Matrix 5 payment monthly limit, etc.) Customer's comments/concerns mentioned on the human level. ✓ Used words and inflection that expressed concern for the customer's situation immediately after the customer voices his situation/concern. Example:	 We were not able to accommodate customer's request and no apology was given. Customer's human level comments/concerns were not immediately acknowledged with empathetic statements. A sincere conveyance of understanding was not expressed. We missed an opportunity to express care and concern for the customer's situation(s). Apology/empathy attempted was untimely.
We accommodated our customer by adapting and making adjustments as necessary. (2 points)	✓ Agent adjusted phone/voice volume, pace, and/or verbiage to ensure clear communication and understanding.	 The need to adapt to the customer's communication style was not recognized. The need to adapt/adjust were apparent, but adjustments were not made (voice volume, phone volume, pace, verbiage/vocabulary choices).

Expected Behavior	Yes	No
We spoke in customer terms by avoiding jargon/slang. (2 points)	 ✓ Jargon/slang not used when speaking with the customer. ✓ Company acronyms used after explanation or after customer uses it (SCE&G and PSNC Energy are acceptable). ✓ Using "Social" when requesting the caller's social security number is not preferred, but acceptable. ✓ "Hit(s) your account" is not polished or preferred, but it is acceptable. 	 Use of acronyms^(d) (i.e. DPP, STA, BBP, DNP), prior to customer mentioning them or prior to explaining them. (d)LCRS Exception – It is acceptable for the LCRS to use company jargon when speaking to internal customers. (i.e. departments, contact center agents, etc.) Use of slang (i.e. Honey, cool, yep, etc.). Use of jargon (i.e. cut, flex, task, work queue). Inappropriate use of customer's first name.
Our customer interaction included positive, confident word choices. (2 points)	 ✓ Spoke with positive, can do language. ✓ Word choices and tone expressed confidence. ✓ Word choices and tone expressed positivity and optimism. 	 Phrases that express a lack of confidence were used when discussing account/process/company information. <u>Examples</u> include: "I don't know", "I can't", "It looks like"; "I think"; "I'm thinking" (with no attempt/commitment to find out or without offering alternatives/explanations). "You should", "we should", "BBP should start" instead of "You will be billed", "We will read your meter", etc. Phrases used were not positive or optimistic. <u>Examples</u> include: "You need to", "You have to" (in a demanding manner or perceived negative connotation).
We communicated clearly and understandably. (2 points)	 ✓ Proper use of grammar. ✓ Enunciation. ✓ Clear and concise explanation. 	 Repetitive use of improper grammar. Mumbling. Talking under your breath. Rambling. Unnecessarily repetitive.

Expected Behavior		Yes	No .
Q2.11	We took responsibility for our customer's concern in a manner that maintains company credibility. (2 points)	 ✓ Maintained company credibility by taking personal responsibility. ✓ Avoided transferring blame to anyone else or any other department. ✓ When the computers were down we determined customer's need before advising them to call back. 	 Credibility-impacting phrases used. Examples include: "The system/company policy will not allow me" "It's not letting me" "I don't have the authority to" "Our computers/system is so slow." Transferred blame to someone else or another department. Advised customer to call back when computers are down without determining what the customer was calling for. Made comments that could damage Company's image.
Q2.12	We attempted to assist the customer prior to transferring. (5 points)	✓ Offered assistance when the customer asked for supervisor or another employee.	 Immediately agreed to transfer when customer asked for a supervisor or another employee. Offered customer a lead/supervisor without the customer requesting one.
Q2.13	We showed respect for our customer's time by appropriately managing hold and transfer procedures. (2 points)	 ✓ Provided customer with a reason for being placed on hold or to transfer. ✓ Advised the customer of potential extended hold time. ✓ Checked back with the customer during an extended hold within a reasonable amount of time (3 minutes). ✓ Thanked the customer when returning to line. ✓ Asked permission to place customer on hold or to transfer*. Example statement: "I'd be happy to transfer you to Bill Matrix." (*It is acceptable to make an awareness statement instead of asking customer's permission when customer requests to be transferred to Bill Matrix or Survey, and there is no hold or intent to return to the caller – cold transfer.) 	 Customer was placed on hold or was transferred to speak with someone else without being provided a reason. Customer was not informed of potential extended hold time. During extended hold, customer was not checked on within a reasonable time (3 minutes). Customer was not thanked for holding when call resumed. Used mute instead of placing the customer on hold. Customer's permission not obtained prior to being placed on hold or transferred.

Expected Behavior	Yes	No
We effectively managed the call throughout the interaction. (2 points)	 ✓ Call flow was effective. ✓ Efficiently moved the conversation forward. ✓ Took a conversational approach with a focus on addressing the customer's request. 	 Customer had to lead the call. Customer had to ask multiple questions for information that should have been provided to ensure complete understanding. Carried on personal conversations/opinions too long with the customer. Delayed focus on handling the customer's initial request. Example: Did not utilize available resources (i.e. search, Guidance, Lead, etc.) to look up customer/account information. Requested social security number verification to report an outage. Asked to update primary phone number with a green check mark. A contact with limited access called for a payment arrangement, and we asked to update the main account holder's information (i.e. email address). Rushed call to conclusion. Interaction ended, but call did not disconnect and agent did not release the line. Examples include: The conversation clearly ended for both parties, and the representative did not manually release the call within 10 seconds. The agent warm transferred customer to Bill Matrix or Support Line and did not immediately release the call once the next agent accepted the customer's call.

Addressing Our Customer's Needs – Section 3

Goal: Handle each customer interaction in a manner which demonstrates 3 priorities:

(1) an understanding of the customer's need, (2) an understanding of our systems, products and processes, and (3) issue resolution.		
Expected Behavior	Yes	No
All significant ⁴ credit and/or billing information related to the account and/or transaction details were accurately discussed, entered, updated and/or deleted. (12 points)	 ✓ Discussed, entered, updated and/or deleted all significant⁴ credit and/or billing information related to the account and/or transaction details, excluding service requests. ✓ All significant⁴ credit and/or billing information provided to the customer was correct or corrected before call concluded. ✓ Information shared follows risk matrix guidelines when appropriate. ✓ Provided appropriate options based on customer's need (i.e. credit options, payment options). 	 Did not discuss, enter, update and/or delete all significant⁴ credit and/or billing information related to the account and/or transaction details, excluding service requests. (Note: Dropping the change when quoting payment arrangement amount is classified as "other" information and should be scored in Q3.2.) Information shared does not follow risk matrix guidelines. "No" examples include: BBP amount quoted does not match the panel display. Incorrect last day to pay given. Did not advise the customer to call back after making payment to verify breakers are off (when appropriate). 6 PM and 3 PM call back/payment deadlines for SCE&G and PSNC, respectively, were not mentioned for same-day reconnect. Active DNP in the field and did not discuss that if payment is not received prior to being disconnected, then the full arrears + reconnection fee + deposit (if applicable) would be required. Directed the customer to a business office with a lease and did not educate them to bring the deposit as well. Customer's address was not confirmed for Adverse Letter of Credit. (4 "Significant" is any action that could potentially prevent transaction from being executed as expected.)

Expected Behavior	Yes	No
Supplemental ⁵ credit and/or billing information related to the account and/or transaction details were accurately discussed, entered, updated and/or deleted when appropriate. (3 points)	 2. Account number. 3. Amount to be paid via Bill Matrix (Bill Matrix may quote a different balance). Example: Customer called to make a payment. Before transferring the customer to Bill matrix, we mentioned the \$3.50 fee, the need to have the account number available and confirmed the amount to be paid. ✓ Customer was offered other payment options when they requested business office to make payment. ✓ Shared information that gives customers more information about available options/company programs. Examples include: Ability to pay over the weekend before disconnect. Attempted to cover all points on the BBP Checklist. White Cross program mentioned to customer with life-saving equipment. 	 Did not discuss, enter, update and/or delete all supplemental⁵ credit and/or billing information related to the account and/or transaction details when appropriate. Examples include: High bill explanation (thermostat setting not discussed). Dropped the change when quoting arrangement. When discussing Bill Matrix as a payment option, or when transferring to Bill Matrix, one or all of the following information was not mentioned:
	(5 "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)	the potential to prevent it from being executed as expected.)

Expected Behavior	Yes	No
All significant ⁴ Service Request transaction details were accurately discussed, entered, updated and/or deleted. (12 points)	 ✓ Accurately discussed, entered, updated and/or deleted all significant⁴ Service Request transactions when appropriate. Example: Reviewed essential meter/area accessibility points with the customer (specifically mentioned animals, locked gates and shrubbery). The word "meter" was used when applicable. (^a Significant is any action that could potentially prevent the order from being worked as expected.) 	 Did not discuss, enter, update and/or delete all significant⁴ Service Request details. Examples include: Did not review essential meter/area accessibility points with the customer (animals, locked gates and shrubbery were not mentioned). The word "meter" was not used when applicable. Did not follow required Inside Gas Leak/Odor script. Service Request entered for unauthorized or unverified caller. (4 Significant is any action that could potentially prevent the order from being worked as expected.)
Supplemental ⁵ Service Request transaction details were accurately discussed, entered, updated and/or deleted when	 ✓ All supplemental⁵ Service Request transaction details were accurately discussed, entered, updated and/or deleted when appropriate. ✓ Email confirmation offered or sent when appropriate. 	 Did not discuss, enter, update and/or delete all supplemental⁵ Service Request transaction details when appropriate. Example: Did not enter phone number or full name when order is not Call Before Going.
appropriate. (3 points)	(5 "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)	Email confirmation not offered or sent when appropriate. (5 "Supplemental" covers anything that affects a transaction without having the potential to prevent it from being executed as expected.)
The interaction included confirmation of next steps, issues	 ✓ Confirmed/recapped next steps, issues resolution, and/or completed transaction(s) anytime an action was required by the customer, the company and/or the representative. ✓ Confirmation/recap was completed by the customer or the representative at some point during the call. ✓ Confirmation/recap was presented in a way that 	Did not effectively recap main points of the call and/or next steps when an action was required by the customer, the company and/or the representative ^(e) . (e)LCRS Exception – LCRS should use good judgement to determine whether it is necessary to recap next steps to an agent familiar with the process being discussed. Confirmation/recap was not completed by the customer or
resolution and/or completed transaction(s). (3 points)	ensured all parties were in agreement, and it included pertinent information regarding customer and company expectations. Examples of pertinent information include: Payment amount and date agreed for payment arrangement. Service address, date and action to be taken for service order/emergency request.	 the representative during the call. Confirmation/recap was not presented in a way that ensured all parties were in agreement, and it excluded pertinent information regarding customer and company expectations. Examples of pertinent information include: Payment amount and date agreed for payment arrangement. Service address, date and action to be taken for service order/emergency request.

Expected Behavior	Yes	No
The decision(s) made for this customer effectively balanced the needs of our customer and our business. (2 points)	 ✓ After a customer expressed a real or perceived inconvenience/concern, we presented/discussed available options that effectively balanced the needs of the customer and the Company. ✓ We documented the reason for making a reasonable business decision in communications, and prefaced the explanation with an acronym WOGL (WOGL stands for Working Outside the Guidelines – anytime you offer an option that is clearly outside of a documented procedure). ✓ Reasonable business decisions examples include: Customer that was disconnected for the first time expressed that paying a billing deposit all at once seemed excessive. We responded by offering to break up deposit into installments. 	 After a customer expressed a real or perceived inconvenience/concern, we did not present/discuss available options that effectively balanced the needs of the customer and the Company. We did not document the reason for making a business decision in communications, and/or did not preface the explanation with WOGL (WOGL stands for Working Outside the Guidelines – anytime you offer an option that is clearly outside of a documented procedure). Unreasonable business decisions example: BBP reestablished when credit history does not support decision (recent drop, etc.).
	 Exempted customer who was first time late and wanted late payment charge removed. Exempted DNP for a customer with no late payments in the last 12 months, and less than \$25 due to prevent disconnection. 	
The communication details were accurately entered. (2 points)	 ✓ The type and subtype selected appropriately identifies the call. ✓ The name of the caller is entered in the Contact Name field of the communication. ✓ If error in documenting is made and then corrected with a new/updated communication (name, type/subtype, communication method, etc.). ✓ Other details of the communication were correct (i.e. communication method, direction and/or complaint indicator when appropriate). 	 Type or subtype did not appropriately identify the call (communication type/subtype was not discussed during the call.) The name entered or defaulted from the account does not represent who you talked to, including names of businesses instead of the individual's name. No communication entered on the account (3.7 & 3.8 = 'No'). Two or more accounts are discussed in the conversation and only one was documented. Details of the communication were not correct (communication method, direction and/or complaint indicator when appropriate).

Date Updated 3/1/2018 - Clarifications /Revisions are in Blue Font - LCRS Exceptions are in Orange Font

Expected Behavior	Yes	No
The communication comments were accurately noted. (2 points)	 ✓ Information entered in communication comments correctly reflects the conversation with the customer. ✓ Specifics to the conversation documented. Examples include: payment amounts, dates, arrangements, quotes, account changes, etc. ✓ Adhered to special requests for documentation (i.e. RM). 	 No communication was entered (3.7 & 3.8 = 'No'). Information documented does not appropriately reflect your conversation. Information was documented that was not discussed with the customer. Incorrectly documented or did not document special requests. Specifics to the conversation are not documented (i.e. payment amounts, dates, arrangements, etc.). Comments included inappropriate notes. Comments included representative's personal feelings, opinions, or biases.
Expected Behavior	Yes	***N/A***
For our customer's convenience/benefit, available options were offered when appropriate. (3 points for "Yes")	 ✓ Educated our customer about the ability to complete various transactions online/email and/or obtain account information (this includes customers that currently have an online account). ✓ Highlighted the availability to use mobile devices to access account online or to report outages (web or text). ✓ Discussed/educated customer about the disconnect cancelation confirmation email when appropriate. ✓ Initiated VAS conversation when it was not required. Example: Customer called to make a payment over the phone and we highlighted the benefits of setting up an eDraft or Bank Draft. 	 Please do Not Select "No" for the Bonus Question. Bonus is NOT applicable when VAS discussions are required. Examples include: Customer calling for bill copies. New account established for customer (new, additional, transfer service). Customer initiates the VAS conversation with a question or request.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. Foreword

- In contemplation of the mutual protection of both South Carolina Electric & Gas Company
 and its customers and for the purpose of rendering an impartial and more satisfactory
 service, the General Terms and Conditions of the Company are hereby set forth and filed
 with the Public Service Commission of South Carolina, which has jurisdiction over public
 utilities, so as to read as hereinafter set forth; the same being incorporated by reference
 in each contract or agreement for service.
- 2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of gas utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific customers by contract.
- 4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to here in "Commission".

B. Application

- Provisions of these Terms and Conditions apply to all persons, partnerships, corporations
 or others designated as Customers who are lawfully receiving gas service from the
 Company under the prescribed Rate Schedules or contracts filed with the Commission.
 Receipt of service shall constitute a contract between Customer and Company. No
 contract may be transferred without the written consent of the Company.
- 2. **Term of Service** The rates as prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.
- Terms and Conditions The Terms and Conditions contained herein are part of every contract for service entered into by the Company and govern all Classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.
- 4. **Statement by Agents** No representative of the Company has authority to modify any rule of the Commission, provisions of Rate Schedules, or to bind the Company by any promise or representation contrary hereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 10:00 a.m. eastern time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall be not less than twenty-eight (28) days or more than thirty-four (34) days.

- C. "Year" shall mean a period of 365 days commencing with the day of first delivery of gas hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "BTU" shall mean a British Thermal Unit: the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1°F) at sixty degrees Fahrenheit (60°F).
- E. "Therm" shall mean the quantity of heat energy which is 100,000 British Thermal Units.
- F. "Dekatherm" (dt) shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.
- G. "Cubic Foot of Gas" shall mean the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty degrees Fahrenheit (60°F) and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch (14.73 psia).
- H. "CCF" shall mean one hundred (100) cubic feet of gas.
- I. "MCF" shall mean one thousand (1,000) cubic feet of gas.
- J. "Natural Gas" or "Gas" shall mean natural gas, processed or unprocessed, vaporized liquid natural gas, synthetic gas, propane-air mixture, landfill gas, other unconventional source of methane gas or any mixture of these gases.
- K. "Point of Connection" shall mean the outlet side of Company measuring and regulating equipment.
- L. "Premises" shall mean a Customer's building or a portion of a building and contiguous area.
- M. Typical delivery pressure to residential customers will be 7 inches water column or 2 psig. Commercial and Industrial customers will be provided at a delivery pressure of up to 5 psig. Any delivery pressure other than these must be requested in writing and approved by the Company. Only one delivery pressure will be provided per meter location.

III. CONDITIONS OF SERVICE

- A. General The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's service at a particular location before proceeding with plans for any new or additional gas loads. No new or additional gas loads will be served if it is determined that such service will jeopardize service to existing customers by increasing the total system's firm load requirements above available supplies.
- B. Heating Value –The normal range of heating value will not be less than 950 nor more than 1400 Btu per cubic foot of gas. Cubic Feet shall be converted to therm equivalent, for billing, by application of a fraction, the numerator of which shall be the weighted average BTU content of gas described in II.J. above entering the Company's system for the days representing the days in the billing cycle for the Customer and the denominator of which shall be 1,000. Where heating value by day is obtainable by means of a standard type of recording calorimeter, spectrometer, chromatograph or other approved instrument, then these daily values shall be used to convert cubic feet to the therm equivalent.
- **C. Installation Requirements** Before piping a premises or purchasing equipment, the Customer shall give the Company notice and shall ascertain from the Company the character

of service available at such premises. The Company may specify the content and pressure of the gas to be furnished, the location of the meter, and the point where the service connection shall be made.

Where more than one service is required by the Customer, the Company will provide such additional service upon payment by the Customer to the Company of the charges above the cost of the first service. Each installation shall be a separate account.

All piping and equipment must be installed and maintained in accordance with the applicable codes and requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection at the meter assembly with the facilities of the Company. Customer assumes responsibility and liability for damages and injuries caused by failures or malfunction of Customer's equipment.

D. Connection/Reconnection – An inspection by the appropriate jurisdiction must be completed and presented to the Company by the Customer prior to connection or reconnection of gas service on any premises where gas has not previously been served, or inactive for an extended period of time or where the gas piping has been modified or altered or if an unsafe condition exists.

The Customer or an adult representative must be present to admit the Company Representative during a connection/reconnection service visit. A minimum of one natural gas appliance must be connected, operational and ready for use prior to connection/reconnection of gas service. An appliance or device which is found to be unsafe shall be disconnected and the service shall remain disconnected.

E. Limitations or Extensions – Service is supplied only where, in the opinion of the Company, adequate service is available or can be made available under the provisions of these rules. The Company's obligation to extend its facilities is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the service to be supplied. Where the service to be supplied does not produce revenue sufficient to support the expenditure required to serve it, the Company will determine in each case the amount of payments and form thereof that may be required of the Customer.

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering gas service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from government agencies and property owners, at the Customer's expense, to permit the installation, operation and maintenance of the Company's lines and facilities. The Customer in requesting or accepting service thereby grants the Company without charge necessary and perpetual rights-of-way and privileges for the Company to construct, emplace, replace, maintain, upgrade, and operate its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and privileges are required or necessary to enable the Company to supply service to the Customer and the Customer also grants the Company the right to continue or extend the Company's facilities on, across, or under property controlled by the Customer with necessary and perpetual rights to serve other Customers. Customers shall maintain such right-of-way so as to grant the Company continued access to its facilities by Company and sub-contractor vehicles, personnel, and other power-operated equipment.

Company will, subject to limitations stated in this Section III.E., and subject to the execution by the applicant and acceptance by Company of a service contract which includes a right-of-way agreement, furnish and install a service line along with standard appurtenances, such as shut-off-valve, regulator and meter, and required service pipe up to 125 feet more or less without cost to the applicant.

- F. Safe Access to Customer's Premises The duly authorized representatives of the Company shall be permitted at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load and other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.
- G. Curtailment of Supply— The supply of service is subject to any orders of all duly constituted governmental authorities establishing any priority or limitation to service.

 Notwithstanding other provisions of the Company's Rate Schedules, the availability of gas service thereunder may be limited or curtailed, due to an insufficient supply of gas available to the Company, in accordance with priorities of service established and ordered by the Commission. (See Section VIII, Limitations or Curtailment and Section VIII, Force Majeure).
- H. Denial or Discontinuance of Service The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants, or occupant of the premises served, for any loss, cost damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:
 - 1. In the event of a condition determined by the Company to be hazardous or dangerous..
 - 2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
 - 3. In the event of unauthorized or fraudulent use of Company's service.
 - 4. Unauthorized adjustment of or tampering with Company's equipment.
 - 5. Customer's failure to fulfill his contractual obligations.
 - 6. For failure of the Customer to permit the Company reasonable access to its equipment.
 - 7. For non-payment of bill for service rendered provided that the Company has made reasonable efforts to affect collections.
 - 8. For failure of the Customer to provide the Company with a deposit.
 - 9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
 - 10. For failure of the Customer to comply with reasonable restrictions on the use of service.
 - 11. The Company shall not furnish its service or continue its services to any applicant, who at the time of such application is indebted or any member of his household is or was indebted under an undisputed bill for service, previously furnished such applicant, or furnished any other member of the applicant's household or business.
 - 12. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premises.

13. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.

The Company may discontinue service without notice for reasons (1), (2), (3) and (6) above. For the remainder of the reasons the Customer shall be allowed a reasonable time in which to correct any discrepancy.

Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

I. Safety Requirements – The Company is required under Regulations of the Commission to lock gas meters in the off position whenever service to a customer is discontinued. The requirement to lock a gas meter is applicable when gas service is turned off.

Restoration of gas service under these conditions will require a reconnection call to unlock the gas meter and restore gas service. The reconnection charge will be assessed for all such reconnection calls. The turning on or off of gas meters is to be done by a person duly authorized by the Company only.

- J. Reconnection Charge Where the Company has discontinued service for reasons listed in Section III. H. and III.I., the Customer is subject to a reconnection charge of \$25 in addition to any other charges due and payable to the Company. If a Customer requests that a reconnection be made after normal working hours, the charge is \$35. In cases where both electric and gas services are reconnected at the same time on the same premises for the same Customer, only one charge will be made.
- K. Seasonal Block Charge A charge will apply for customers who disconnect service and subsequently request reconnection of service at the same premise within a 12 month period. This is commonly referred to as a seasonal block. The charge will be based on the number of months the customer is disconnected times the basic facilities charge as stated on the tariffs. In determining the month of disconnection, any number of days disconnected within a month constitutes a whole month of disconnection. If reconnection is requested to be performed after normal business hours, an additional of \$20.00 will be added to the charges as calculated above.

IV. BILLING AND PAYMENT TERMS

- A. General The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission. All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.
- **B. Obligation** The customer is responsible for all charges for gas furnished and for all charges under the agreement until the end of the terms thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit up to an amount equal to the total actual bills of the highest two (2) consecutive months based on experience of the preceding twelve (12) months or portions of the year if on a seasonal basis.

- C. Late Payment Charge A late payment charge of one and one half percent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.
- D. Deposit A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the proceeding twelve (12) months or portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist: (1) the Customer's past payment record to the Company shows delinquent payment practice; (2) a new Customer cannot furnish either a letter of good credit from an acceptable source or an acceptable cosigner of guarantor on the Company's system to guarantee payment; (3) a Customer has no deposit and presently is delinquent in payments; (4) a Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.
- E. Service Charge The Company may make reasonable charges for work performed on or services rendered:
 - 1. Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
 - 2. To repair, replace, remove, disconnect or gain access to Company's facilities or equipment where such repair, replacement removal or disconnection is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
 - 3. To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, materials and transportation.

V. COMPANY'S LIABILITY

The Company will not be liable for damages or injuries sustained by Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's piping and equipment, or the piping and equipment of others on the Customer's premises. The Company will not be responsible for the use, care, or handling of service delivered to the customer after the same passes beyond the point of interconnection of the Company's facilities with that of the Customer. Customer assumes responsibility and liability for damages and injuries caused by failures or malfunction or Customer's equipment.

VI. MEASUREMENT OF SERVICE

- **A. Measurements** The volume and total heating value of the gas delivered hereunder shall be determined as follows:
- All volumes delivered shall be corrected to the pressure base of 14.73 psia and temperature base of 60° F. The average absolute atmospheric pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds to the square inch, irrespective of actual elevation or location of the point of delivery above sea level or variations in such atmospheric pressure from time to time.
- 2. When orifice meters are used, volumes delivered shall be computed in accordance with accepted industry standards
- 3. Gas volumes will be adjusted for BTU content, pressure, temperature, supercompressability, specific gravity and any other applicable factors.
- 4. The temperature of the gas shall be assumed to be 60° F. unless Company elects to install a recording thermometer or temperature correcting device. If a recording thermometer is installed, the arithmetical average of the 24 hour period will be used to determine the temperature correctly.
- 5. The specific gravity of the gas shall be determined daily by a recording graviometer or any other instrument of an industry acceptable standard manufacturer.
- 6. The total heating value of the gas delivered hereunder shall be determined by Company by using a standard type of recording calorimeter or other instrument of an industry acceptable standard manufacturer which shall be located on Company's system and/or its supplier's system, in order that the BTU content of gas delivered hereunder by be properly obtained.
- **B. Meter Testing on Request of Customer** The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise, the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15 without the approval of the Commission. The amount so deposited with the Company shall be refunded or credited to the Customer as part of the settlement of the disputed account if the meter if found, when tested, to register more than two percent (2%) fast or slow, otherwise the deposit shall be retained by the Company.
- **C.** Adjustments for Inaccurate Meters Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. LIMITATIONS OR CURTAILMENTS

Notwithstanding other provisions of the Terms and Conditions and Rate Schedules of this tariff, the availability of gas service may be limited or curtailed due to operating conditions or any gas supply deficiency. During any period when operating condition or gas supply deficiencies require limitations or curtailment, the Company shall curtail deliveries of gas without discrimination within priority of service categories established by the Commission as follows:

- A. Definitions The definitions of the term used in the Curtailment Plan are as follows:
 - Residential Service to Customers which consists of direct natural gas usage in a residential dwelling of space heating, air conditioning, cooking, water heating, and other residential uses.
 - 2. Commercial Service to Customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation.
 - 3. Industrial Service to Customers engaged primarily in a process which creates or changes raw or unfinished materials into other form or product including the generation of electric power.
 - 4. Firm Service Service from Rate Schedules or contracts under which Seller is expressly obligated to deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruptions in case the supply to higher priority Customers is threatened.
 - 5. Interruptible Service Service from Rate Schedules or contracts under which Seller is not expressly obligated to deliver specific volumes within a given time period, and which anticipates and permits interruption on short notice, or service under Rate Schedules or contracts which expressly or impliedly require installation of alternate fuel capability.
 - 6. Plant Protection Gas Minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production.
 - 7. Feedstock Gas Natural gas used as a raw material for its chemical properties in creating an end product.
 - 8. Process Gas Gas used for which alternate fuels, other than another gaseous fuel, are not technically feasible such as applications requiring precise temperature controls and precise flame characteristics.
 - 9. Boiler Fuel Natural gas used as fuel for the generation of steam and internal combustion turbine engines for the generation of electricity.
 - 10. Alternate Fuel Capability A situation where an alternate fuel could have been utilized whether or not the facilities for such have actually been installed: provided, however, where the use of natural gas is for plant protection, feedstock, or process uses and the only alternate fuel is propane or other gaseous fuel, then the Buyer will be treated as if he had no alternate fuel capability if such fuel is unobtainable for serving fuel needs.
 - 11. Storage Injection Requirements Volumes required by the Company for injection into underground storage, including cushion gas and for liquefaction, including fuel used for injection in liquefaction plants, or for such other storage projects which may be developed expressly for the protection of supply or high priority uses.
 - 12. Company Use Gas Fuel used in gas compression, propane-air plants, LNG plants, other gas needed by Company's facilities to furnish the requirements of Customers, together with unaccounted for gas, shall be considered for purposes of this curtailment plan to be in Category 1.
 - **13. Essential Human Needs** Natural gas service, which, if denied, would cause shutdown of an operation resulting in closing of an establishment essential to maintaining the health and safety of the general public.

- 14. Gas Supply Deficiency Any occurrence relating to Company's gas supply which causes Company to deliver less than the total requirements of its system, including failures of suppliers to deliver gas for any reason, requirements of gas for system storage, conservation of gas for future delivery, or any other occurrence not enumerated herein which affects Company's gas supply.
- **15. Emergency Service** Supplemental deliveries of natural gas that may be required to forestall irreparable injury to life or property including environmental emergencies.
- 16. Daily Gas Price Index This term means the arithmetic average of:
 - (i) Natural Gas Intelligence Daily Gas Price Index, Louisiana, Southern Natural; and
 - (ii) Natural Gas Intelligence Daily Gas Price index, *Louisiana, Transco St. 65.* If no index for a gas day is published, the price will be computed as the average of the applicable indices on the closest index publication date preceding and the closest index publication date following such gas day.

B. Curtailment for Gas Supply Deficiency

In the event of Gas Supply Deficiency on the Company's system, the Company shall require curtailment of service to Customer in accordance with the following procedure.

- (a) The Company shall order curtailment of sales made to Customers purchasing gas under the Company's Rate Schedules or special contracts in descending order in accordance with priority of service categories set forth below. Approved emergency gas is excepted from curtailment.
 - Residential and small commercial Customers (less than 50 Dekatherms on a peak day) and essential human needs Customers where there is no installed or available alternate fuel capability.
 - 2. Large commercial direct flame requirements (20 Dekatherms or more on a peak day); firm industrial requirements for plant protection, feedstock and process needs, and storage injection requirements.
 - 3A. Firm industrial requirements for uses other than boiler fuel which do not qualify for Category 2.
 - 3B. Firm commercial and industrial boiler fuel requirement up to 1,000 Dekatherms on a peak day.
 - 3C. Interruptible requirements for human need types of facilities such as public buildings, hospitals and laundries.
 - 3D. Interruptible requirements for direct flame applications which can utilize only another gaseous fuel as an alternate.
 - 3E. Interruptible requirements for direct flame applications which an utilize a fuel other than a gaseous fuel as an alternate.
 - 3F. Interruptible requirements for boiler fuel use of less than 300 Dekatherms on a peak day.
 - 4. (LEFT BLANK INTENTIONALLY.)
 - 5. (LEFT BLANK INTENTIONALLY.)
 - 6. Interruptible boiler fuel requirements of 300 Dekatherms or more, but less than 1,500 Dekatherms on a peak day, where alternate fuel capabilities can meet such requirements.
 - 7. Interruptible boiler fuel requirements of 1,500 Dekatherms or more, but less than 3,000 Dekatherms on a peak day, where alternate fuel capabilities can meet such requirements.
 - 8. Interruptible boiler fuel requirements of 3,000 Dekatherms or more, but less than 10,000 Dekatherms on a peak day, where alternate fuel capabilities can meet such requirements.
 - 9. Interruptible boiler fuel requirements of 10,000 Dekatherms or more on a peak day, where alternate fuel capabilities can meet such requirements.
 - 10. Natural gas requirements of Customers who have alternate fuel as their primary source, but use natural gas as a standby fuel.

(b) Curtailment will be in descending order beginning with Category 10 (i.e. Category 1 is the highest priority).

A determination of the category in which a Customer is placed will be made each year based upon usage in the preceding twelve (12) months ending August 31 and/or current contract as of the same date. The placement of a Customer in a category in accordance with the determination made herein will be effective November 1 of the current year, extending through October 31 of the following year. A moving base period will be used each year with such base period to include the preceding twelve (12) months ending August 31 of the current year. Reclassification in categories will be effective on November 1 of the current year. Where a reclassification is necessary, the affected Customer will be notified of such reclassification prior to November 1 of the current year.

- (c) Where daily volumes are not available to make the determination of the 50/Dekatherms/day required in Section (b) of the Curtailment Plan, then the daily volume requirements shall be determined by taking the Dekatherms usage of the Customers for any month during the previous twelve (12) month period ending August 31 and dividing that month's use by the number of days during that specific billing cycle and multiplying the result by 1.5. By means of the average daily volume thus obtained, the Customer will be placed in the appropriate category. Where daily volumes for the peak month in the base period are available to make the required determination, then such volumes will be used.
- (d) Any new Customer added during any base period will be placed in the appropriate category by the Company in accordance with the best information available.
- (e) Notwithstanding the terms of any service contract or agreement, general terms and conditions, tariff provisions, or rate provisions to the contrary, the Company may, during periods of curtailment, limit curtailment within any given geographic area or areas to those Customers within the area or areas where the need for the curtailment exists. Geographic areas will be defined by the Dominion Carolina Gas Transmission ("DCGT") approved tariff and determined based upon any applicable Operational Flow Order issued by DCGT. While the Company may limit the curtailment to a specific geographic area or areas or may vary the extent of the curtailment among such areas as the needs of the system require, the Company shall nevertheless preserve and enforce the applicable priorities of service categories within each geographic area. This provision (Section VII(B)(e)) applies to both firm and interruptible customers.
- (f) Notwithstanding the terms of any service contract or agreement, general terms and conditions, tariff provisions, or rate provisions to the contrary, if the Company issues a curtailment order and Customer does not comply with the order, the Company will assess, and Customer will be obligated to pay, a penalty to the Company as follows:
 - (i) For violation of a curtailment order the Customer shall pay to the Company \$50.00 per dekatherm, plus two times the Company's current base rate cost of gas, plus all other applicable upstream pipeline charges and the Customer's base rate mark-up;
 - (ii) In addition to the penalties set forth above in Section VII(B)(f)(i), the Customer shall pay to the Company an amount equal to their pro-rata share of any penalty incurred by the Company for violation of an upstream pipeline's Operational Flow Order ("OFO"), if the Customer's violation of SCE&G's curtailment order results in incremental costs above the penalty assessed in Section VII(B)(f)(i) above.
 - (iii) Penalties will be assessed on each dekatherm of gas received into or taken out of the Company's system when such deliveries or receipts are not in compliance with a curtailment order.

(iv) The payment of a penalty under this provision shall under no circumstances be considered as giving Customer any right to violate any curtailment order issued. Further, the receipt of payment by the Company from any customer violating any provision of these Curtailment of Service Provisions shall not be considered as a substitute for or in lieu of any other remedy available to the Company for Customer's failure to comply with the curtailment order.

(v) This provision (Section VII(B)(f)) applies only to interruptible customers.

VIII. FORCE MAJEURE

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligation to provide service under its Rate Schedules or contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused by for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockade, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods washouts, arrest and restraints of government and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the maintaining or repairing or alteration of machinery, equipment structures, or lines of pipe (which maintaining, repairing or alteration shall, however be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of gas), freezing of wells or lines of pipe, partial or entire failure or depletion of gas wells, partial or complete curtailment of deliveries under Company's gas purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, and any cause other than those enumerated herein (whether of the kind enumerated or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement or strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected there

IX. SALES OF APPROVED EMERGENCY GAS (SUPPLY RELATED)

The Company may, in its discretion, offer any interruptible customer subject to curtailment the ability to buy Emergency Gas (Supply Related) during the curtailment on an interruptible basis when gas supplies and transportation are available. Any gas purchases made under this provision shall be priced at the actual delivered price of the specific source of supply allocated by the Company to serve the Customer, plus the approved maximum contract margin for service, plus all other costs and charges related to the specific gas supply used to serve the Customer.

Sales volumes and supply costs related to the gas supplied pursuant to this provision shall not be considered in computing the Company's weighted average cost of gas or in administering any aspects of the Company's Purchased Gas Adjustment ("PGA"), PGA process, or orders related thereto.

Χ. SALES OF APPROVED EMERGENCY GAS (CAPACITY RELATED) When any interruptible customer subject to curtailment requests Emergency Gas (Capacity Related) from the Company's Gas Control and such request is made before or during the period of curtailment, the Company may, in its discretion, offer the customer the ability to buy Emergency Gas (Capacity Related) during the curtailment on an interruptible basis when gas supplies and transportation are available. Any gas purchases made under this provision shall be priced at the current market price for delivered gas to the SCE&G city gate for the gas day the Emergency Gas (Capacity Related) is requested by the Customer, plus the Customer's base rate mark-up, plus any other applicable charge related to serving the Customer with Emergency Gas (Capacity Related). Sales volumes and supply costs related to the gas supplied pursuant to this provision shall not be considered in computing the Company's weighted average cost of gas or in administering any aspects of the Company's Purchased Gas Adjustment ("PGA"), PGA process, or orders related thereto.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

- In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific Customers by contract.
- South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: For new services, the Company will install and maintain an overhead service drop for loads up to 300 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. The Company will maintain the overhead service drop for services existing prior to the effective date of these Terms and Conditions with loads up to 500 KVA. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

- 1. In the event of a condition determined by the Company to be hazardous or dangerous.
- In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
- 3. In the event of unauthorized or fraudulent use of Company's service.
- 4. Unauthorized adjustments or tampering with Company's equipment.
- 5. Customer's failure to fulfill his contractual obligations.
- 6. For failure of the Customer to permit the Company reasonable access to its equipment.
- 7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
- 8. For failure of the Customer to provide the Company with a deposit.
- 9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

South Carolina Electric & Gas Company

Electric (Page 6 of 8)

- 10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
- 11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
- 12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
- 13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

South Carolina Electric & Gas Company

Electric (Page 7 of 8)

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 $\frac{1}{2}$ %) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-ofway or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR) DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-50:

Provide a copy of all ongoing service quality and reliability reports filed by SCE&G with the Commission from 2015 through 2018.

RESPONSE 4-50:

Please see attached.

Responsible person: Chad Burgess



January 27, 2015

The Honorable Jocelyn G. Boyd Chief Clerk/Administrator Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29210

RE:

SCE&G's 2014 Sample Gas Meter Test Program

Docket No. 1999-466-G

Dear Ms. Boyd:

In accordance with Order No. 2000-108, dated January 28, 2000, issued in Docket Number 1999-466-G by the Public Service Commission of South Carolina, please find enclosed the results of SCE&G's Sample Gas Meter Test Program for 2014.

All sample lots that have meters installed on SCE&G's system met the acceptability criterion.

If you have any questions, please advise.

Sincerely,

Todd C. Mingus, P.E. Manager – Measurement

Dec.M.

SCANA Gas Services

Enclosure

cc:

John Flitter

ORS

Tom Allen Byron Hinson ORS SCANA

Chad Burgess

SCANA

Felicia Howard Shaun Randall SCE&G SCANA

Attachment 4-50 Page 2 of 13

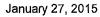
January 27, 2015



2014 Random Sample Tests Results

			imple Lests R			
			Sample Mean	Max. Allowed	Total Est. %	
Sample Group-Description	Lot Size	Sample Size	% Accuracy	% Non-	Non-	Status
			70 Accuracy	Conforming	Conforming	
01 - 175 American	15,316	75	100.98	10.63	8.44	Pass
02 - 175 Rockwell	26,043	100	100.94	10.32	4.93	Pass
03 - 175 Schlumberger	2,945	40	99.83	11.85	0.00	Pass
04 - 175 Sprague	0	n/a	n/a	n/a	n/a	Not Pop ¹
05 - 200 Rockwell	7,887	50	100.52	11,23	0.25	Pass
06 - 240 Sprague	4,141	50	100.09	11,23	2.71	Pass
07 - 250 American AC	32,974	100	100.60	10.32	1.06	Pass
08 - 250 American AR	0	n/a_	n/a	n/a	n/a	Not Pop ¹
09 - 250 Metris	0	n/a	n/a	n/a	n/a	Not Pop ¹
10 - 250 National	0	n/a	n/a	n/a	n/a	Not Pop ¹
11 - 250 Schlumberger	63,424	100	100.11	10.32	0.00	Pass
12 - 250 (Tin) Schlumberger	0	n/a	n/a	n/a	n/a	Not Pop ¹
13 - 250 Sprague	3,044	40	100.10	11.85	2.00	Pass
14 - 275 Invensys	34,141	100	100.36	10.32	2.00	Pass
15 - 275 Rockwell	0	n/a	n/a	n/a	n/a	Not Pop ¹
16 - 400 Schlumberger	168	15	100.37	13.71	0.00	Pass
17 - 400 Sprague	222	20	99.83	12.99	5.00	Pass
18 - 400A Schlumberger	781	30	100.19	12.34	3.00	Pass
19 - 415 Rockwell	0	n/a	n/a	n/a	n/a	Not Pop ¹
20 - 425 American	3,358	50	100.80	11.23	0.14	Pass
21 - 4A Sprague	0	n/a	n/a	n/a	n/a	Not Pop ¹
22 - 5A Sprague	0	n/a	n/a	n/a	n/a	Not Pop ¹
23 - 630 American	2,406	40	100.88	11.85	0.44	Pass
24 - 675 Schlumberger	0	n/a	n/a	n/a	n/a	Not Pop ¹
25 - 675 Sprague	0	n/a	n/a	n/a	n/a	Not Pop ¹
26 - 675A Schlumberger	0	n/a	n/a	n/a	n/a	Not Pop ¹
27 - 800 American	673	30	11.26	12.34	3.00	Pass
28 - 1000 American	2,033	40	101.10	11.85	2.00	Pass
29 - 1000 Schlumberger	0	n/a	n/a	n/a	n/a	Not Pop ¹
30 - 1000 Sprague	0	n/a	n/a	n/a	n/a	Not Pop ¹
31 - 1000A Schlumberger	0	n/a	n/a	n/a	n/a	Not Pop ¹
32 - 1400 American	133	15	99.85	13.71	0.00	Pass
33 - 2300 American	76	10	100.11	15.17	0.00	Pass
34 - 3000 Rockwell	12	3	100.03	26.94	0.00	Pass
35 - 5000 Rockwell	0	n/a	n/a	n/a	n/a	Not Pop ¹
36 - 250B American	8	3	100.07	26.94	0.00	Pass
37 - 1.5M Roots	28	5	99.58	20.19	0.00	Pass
38 - 3M Instromet	24	4	99.88	22.86	0.00	Pass
39 - 3M Romet	52	7	99.97	17.35	0.00	Pass
40 - 3M Roots	502	30	100.04	12.34	0,00	Pass
41 - 1A Sprague	0	n/a	n/a	n/a	n/a	Not Pop ¹
42 - Sensus SE-R	93,776	100	100.42	10.32	1.00	Pass
43 - Spr 175 Group 1	0	n/a	n/a	n/a	n/a	Not Pop ¹
44 - Spr 175 Group 2	6,967	50	99.57	11.23	7.70	Pass
45 - Spr 175 Group 3	5,521	50	100.16	11.23	2.02	Pass
46 - Spr 175 Group 4	7,592	50	100.28	11.23	0.00	Pass
47 - Elster American 425	783	30	100.23	12.34	0.00	Pass
48 - Elster American 630	447	25	100.28	12.57	0.00	Pass
49 - Elster American 1000	254	20	100.64	12.99	0.00	Pass
50 - Elster American 250	23,025	100	100.21	10.32	0.00	Pass

Attachment 4-50 Page 3 of 13





2014 Random Sample Tests Results

Sample Group-Description	Lot Size	Sample Size	Sample Mean % Accuracy	Max. Allowed % Non- Conforming	Total Est. % Non- Conforming	Status
51 - Roots 15C	1	n/a	n/a	n/a	n/a	Not Pop ¹
52 - Itron Metris 250	1,934	40	99.88	11.85	5.00	Pass
Total	340,691	1,422				

¹This group did not have enough population to provide an adequate sample, not populated

Please contact the SCANA Gas Measurement Operations Center at 704-810-3303 with any questions concerning this report





RECEIVED

2016 FEB -8 AM 11: 57

SC PUBLIC SERVICE

January 26, 2016

The Honorable Jocelyn G. Boyd Chief Clerk/Administrator **Public Service Commission of South Carolina** 101 Executive Center Drive Columbia, South Carolina 29210

RE:

SCE&G's 2015 Sample Gas Meter Test Program

Docket No. 1999-466-G

Dear Ms. Boyd:

In accordance with Order No. 2000-108, dated January 28, 2000, issued in Docket Number 1999-466-G by the Public Service Commission of South Carolina, please find enclosed the results of SCE&G's Sample Gas Meter Test Program for 2015.

All sample lots that have meters installed on SCE&G's system met the acceptability criterion with the exception of Group 9-250 Metris which had an installed population of 3 and all 3 were removed for testing.

If you have any questions, please advise.

Sincerely,

Todd C. Mingus, P.E.

Manager - Gas Operations Support

SCANA Gas Services

Enclosure

cc;

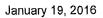
John Flitter

ORS

Tom Allen

ORS

Attachment 4-50 Page 5 of 13





2015 Random Sample Tests Results

		201	5 Random Sa	ımple Tests R	lesults			
	Sample Group-Description	Lot Size	Sample Size	Sample Mean % Accuracy	Max. Allowed % Non- Conforming	Total Est. % Non- Conforming	Status	
	01 - 175 American	14,284	75	100.66	10.63	4.33	Pass	
	02 - 175 Rockwell	25,299	100	100.71	10.32	3.40	Pass	
	03 - 175 Schlumberger	2,847	40	99.65	11.85	0.07	Pass	
	04 - 175 Sprague	0	0	n/a	n/a	n/a	Not Pop ¹	
	05 - 200 Rockwell	7,647	50	100.92	11.23	3.54	Pass	
	06 - 240 Sprague	3,989	50	100,20	11.23	2.06	Pass	
	07 - 250 American AC	32,839	100	100.70	10.32	3.00	Pass	
	08 - 250 American AR	0	0	n/a	n/a	n/a	Not Pop ¹	
	09 - 250 Metris	3	3	93.80	26.94	38.15	Failed ²	
	10 - 250 National	0	0	n/a	n/a	n/a	Not Pop ¹	
	11 - 250 Schlumberger	63,006	100	100.20	10.32	1.00	Pass	
	12 - 250 (Tin) Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹	
	13 - 250 Sprague	2,932	40	100,33	11.85	2.01	Pass	
	14 - 275 Invensys	34,255	100	100.54	10.32	0.00	Pass	
	15 - 275 Rockwell	0	0	n/a	n/a	n/a_	Not Pop ¹	
	16 - 400 Schlumberger	150	15	99.98	13.71	0.00	Pass]
	17 - 400 Sprague	197	20	99.74	12.99	5.01	Pass	
	18 - 400A Schlumberger	739	30	100.38	12.34	0.01	Pass	
	19 - 415 Rockwell	0	0	n/a	n/a	n/a	Not Pop ¹	1
	20 - 425 American	3,320	50	100.85	11.23	0.07	Pass	1
	21 - 4A Sprague	0	0	n/a	n/a	n/a	Not Pop ¹	
	22 - 5A Sprague	0	0	n/a	n/a	n/a	Not Pop ¹	
	23 - 630 American	2,429	40	101.09	11.85	2.28	Pass	
	24 - 675 Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹	
	25 - 675 Sprague	0	0	n/a	n/a	n/a	Not Pop ¹	
	26 - 675A Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹	1
	27 - 800 American	621	30	100.52	12.34	3.13	Pass	1
	28 - 1000 American	2,036	40	101.32	11.85	2.52	Pass	
	29 - 1000 Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹	
	30 - 1000 Sprague	0	0	n/a	n/a	n/a	Not Pop ¹	
	31 - 1000A Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹	
	32 - 1400 American	119	15	99,54	13.71	0.00	Pass	- California (Francia)
A September 1	33 - 2300 American	71	10	100.32	15.17	0.00	Pass	Tables of the said
	34 - 3000 Rockwell	6	3	99.67	26.94	0.00	Pass	
	35 - 5000 Rockwell	0	0	n/a	n/a	n/a	Not Pop ¹	
	36 - 250B American	8	3	99.50	26,94	0.00	Pass	
	37 - 1.5M Roots	28	5	99.76	20.19	0.00	Pass	
	38 - 3M Instromet	24	4	100.20	22.86	0.00	Pass	-
	39 - 3M Romet	51	7	99.89	17.35	0.00	Pass	
	40 - 3M Roots	524 0	30	100.00	12.34	0.00	Pass Not Pop ¹	
	41 - 1A Sprague		100	n/a 100.55	n/a 10.32	n/a 2.01	Pass	
	42 - Sensus SE-R	94,545 0					Not Pop ¹	
	43 - Spr 175 Group 1 44 - Spr 175 Group 2	6,762	0 50	n/a 100.25	n/a 11.23	n/a 0.38	Pass	
	45 - Spr 175 Group 3	5,338	50	100.25	11.23	2.00	Pass	
	46 - Spr 175 Group 4	7,363	50	100.25	11.23	2.08	Pass	
	47 - Elster American 425	981	35	100.22	11.87	0.00	Pass	
	48 - Elster American 630	536	30	100.34	12.34	3.00	Pass	
	49 - Elster American 1000	330	25	100.58	12.57	0.00	Pass	
	50 - Elster American 250	33,500	100	100.30	10.32	1.00	Pass	
ı								u

Attachment 4-50 Page 6 of 13



January 19, 2016

2015 Random Sample Tests Results

Sample Group-Description	Lot Size	Sample Size	Sample Mean % Accuracy	Max. Allowed % Non- Conforming	Total Est. % Non- Conforming	Status
51 - Roots 15C	1	0	n/a	n/a	n/a	Not Pop ¹
52 - Itron Metris 250	1,970	40	99.92	11.85	2.00	Pass
Total	348,750	1,440				

¹This group did not have enough population to provide an adequate sample, not populated

Please contact the SCANA Gas Measurement Operations Center at 704-810-3303 with any questions concerning this report

²This group failed random sample test in 2015 and has been removed

Attachment 4-50 Page 7 of 13

STATE OF SOUTH CAROLINA South Carolina Electric & Gas Company's Sample Gas Meter Test Program			BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA COVER SHEET DOCKET NUMBER: 1999 - 466 - G			
(Please type or print)						
Submitted by:	K. Chad Bu		SC Bar Number: 69			
Address:	SCANA Cor			3-217-8141		
		on Way MC C222	Fax: 803 Other:	3-217-7810		
	Cayce, SC 2	2003	Email: chad.burgess			
be filled out comple	•	DOCKETING INF	ORMATION (Check a	a for the purpose of docketing and must Il that apply) Commission's Agenda expeditiously		
INDUSTRY (C	heck one)	NA NA	TURE OF ACTION (CI	neck all that apply)		
☐ Electric		☐ Affidavit	∠ Letter	Request		
☐ Electric/Gas		Agreement	Memorandum	Request for Certification		
☐ Electric/Telecon	nmunications	Answer	☐ Motion	Request for Investigation		
☐ Electric/Water		Appellate Review	Objection	Resale Agreement		
☐ Electric/Water/T	Telecom.	Application	Petition	Resale Amendment		
☐ Electric/Water/S	Sewer	Brief	Petition for Reconsideration	on Reservation Letter		
⊠ Gas		Certificate	Petition for Rulemaking	Response		
Railroad		Comments	Petition for Rule to Show Ca	use Response to Discovery		
Sewer		Complaint	Petition to Intervene	Return to Petition		
Telecommunica	tions	Consent Order	Petition to Intervene Out of 7	Time Stipulation		
Transportation		Discovery	Prefiled Testimony	Subpoena		
☐ Water		Exhibit	Promotion	☐ Tariff		
Water/Sewer		Expedited Consideration	Proposed Order	Other:		
Administrative I	Matter .	Interconnection Agreement	Protest			
Other:		Interconnection Amendment	☐ Publisher's Affidavit			
		Late-Filed Exhibit	⊠ Report			



January 30, 2017

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd Chief Clerk/Administrator Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29210

> RE: SCE&G's 2016 Sample Gas Meter Test Program Docket No. 1999-466-G

Dear Ms. Boyd:

In accordance with Order No. 2000-108, dated January 28, 2000, issued in Docket Number 1999-466-G by the Public Service Commission of South Carolina, please find enclosed the results of SCE&G's Sample Gas Meter Test Program for 2016.

All sample lots that have meters installed on SCE&G's system met the acceptability criterion.

If you have any questions, please advise.

Sincerely,

Todd C. Mingus, P.E.

Delc.Mo

General Manager - Gas Operations Support

SCANA Gas Services

TCM/kms Enclosure

cc: Dawn Hipp

(via electronic mail and U.S. Mail w/enclosure)



December 1, 2016

	2016	3 Random Sa	imple Tests R	lesults		
			Sample Mean	Max. Allowed	Total Est. %	
Sample Group-Description	Lot Size	Sample Size	% Accuracy	% Non-	Non-	Status
				Conforming	Conforming	
01 - 175 American	13,523	75	100.67	10.63	6.61	Pass
02 - 175 Rockwell	24,611	100	100.84	10.32	6.57	Pass
03 - 175 Schlumberger	2,750	40	99.89	11.85	0.02	Pass
04 - 175 Sprague	0	0	n/a	n/a	n/a	Not Pop1
05 - 200 Rockwell	7,442	50	100.85	11.23	4.06	Pass
06 - 240 Sprague	3,859	50	99.92	11.23	2.01	Pass
07 - 250 American AC	32,485	100	100.73	10.32	4.17	Pass
08 - 250 American AR	0	0	n/a	n/a	n/a	Not Pop1
09 - 250 Metris	0	0	93.80	26,94	38.15	Falled ²
10 - 250 National	0	0	n/a	n/a	n/a	Not Pop ¹
11 - 250 Schlumberger	62,215	100	100,00	10.32	1.00	Pass
12 - 250 (Tin) Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹
13 - 250 Sprague	2,848	40	99.99	11,85	0.00	Pass
14 - 275 Invensys	34,140	100	100,53	10.32	2,00	Pass
15 - 275 Rockwell	34,140	1	n/a	n/a	n/a	Not Pop ¹
16 - 400 Schlumberger	131	15	100.17	13.71	0.00	Pass
17 - 400 Sprague	174	15	99.85	13.71	0.00	Pass
18 - 400A Schlumberger	696	30	100.25	12,34	0.00	Pass
19 - 415 Rockwell	0	0	n/a	n/a	n/a	Not Pop ¹
20 - 425 American	3,235	50	100.91	11.23	3,50	Pass
21 - 4A Sprague	0,233	0	n/a	n/a	n/a	Not Pop ¹
22 - 5A Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
23 - 630 American	2,413	40	101.14	′ 11.85	0.45	Pass
24 - 675 Schlumberger	2,413	0	n/a	n/a	n/a	Not Pop ¹
25 - 675 Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
26 - 675A Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹
27 - 800 American	571	30	100.28	12,34	0,02	Pass
	2,024	40	100.85	11.85	0.00	Pass
28 - 1000 American	2,024	0	n/a	n/a	n/a	Not Pop ¹
29 - 1000 Schlumberger	0	0				Not Pop ¹
30 - 1000 Sprague			n/a	n/a	n/a	Not Pop ¹
31 - 1000A Schlumberger	0	0	n/a	n/a	n/a	
32 - 1400 American	112	15 7	99.75	13.71	00,0	Pass
33 - 2300 American	60		100.04	17.35	0,00	Pass
34 - 3000 Rockwell	6	3	99.27	26.94	0.00	Pass Not Pop ¹
35 - 5000 Rockwell	0	0	n/a	n/a	n/a	
36 - 250B American	7	3	99.90 100.08	26.94	0.00	Pass
37 - 1.5M Roots	27	5 4	100,08	20.19	0,00	Pass
38 - 3M Instromet	24		100.14			Pass
39 - 3M Romet	50 Fac	7		17,35	0.00	Pass
40 - 3M Rools	538	30	99,99	12.34	0,00	Pass Not Pop ¹
41 - 1A Sprague	0	0	n/a	n/a	n/a	
42 - Sensus SE-R	98,186	100	100.63	10.32	1.01	Pass Nat Dan 1
43 - Spr 175 Group 1	0 500	0	n/a	n/a	n/a	Not Pop ¹
44 - Spr 175 Group 2	6,583	50	99.62	11.23	2.67	Pass
45 - Spr 175 Group 3	5,178	50	100.30	11.23	0.03	Pass
46 - Spr 175 Group 4	7,170	50	100.06	11.23	2.19	Pass
47 - Elster American 425	1,240	35	100.31	11.87	0.00	Pass
48 - Elster American 630	668	30	100.29	12.34	0,00	Pass
49 - Elster American 1000	424	25	100.64	12.57	4.00	Pass
50 - Elster American 250	42,416	100	100,35	10.32	1.00	Pass

Attachment 4-50 Page 10 of 13



December 1, 2016

2016 Random Sample Tests Results

Sample Group-Description	Lot Size	Sample Size	Sample Mean % Accuracy	Max. Allowed % Non- Conforming	Total Est. % Non- Conforming	Status
51 - Rools 15C	1	1	n/a	n/a	n/a	Not Pop1
52 - Itron Metris 250	1,945	40	100.19	11.85	5.54	Pass
Total	357,753	1,431				

¹This group did not have enough population to provide an adequate sample, not populated

Please contact the SCANA Gas Measurement Operations Center at 704-810-3303 with any questions concerning this report

²This group failed random sample test in 2015 and has been removed



January 30, 2018

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd Chief Clerk/Administrator Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29210

> RE: SCE&G's 2017 Sample Gas Meter Test Program Docket No. 1999-466-G

Dear Ms. Boyd:

In accordance with Order No. 2000-108, dated January 28, 2000, issued in Docket Number 1999-466-G by the Public Service Commission of South Carolina, please find enclosed the results of SCE&G's Sample Gas Meter Test Program for 2017.

All sample lots that have meters installed on SCE&G's system met the acceptability criterion.

If you have any questions, please advise.

Sincerely,

Todd C. Mingus, P.E.

General Manager – Gas Operations Support

SCANA Gas Services

TCM/kms Enclosure

cc: Dawn Hipp

(via electronic mail and U.S. Mail w/enclosure)

Attachment 4-50 Page 12 of 13



October 13, 2017

2017 Random Sample Tests Results

<u></u>		Random Sa				
			Sample Mean	Max. Allowed	Total Est. %	
Sample Group-Description	Lot Size	Sample Size	% Accuracy	% Non-	Non-	Status
			70 7 10001 acy	Conforming	Conforming	
01 - 175 American	12,580	75	100.73	10.63	5,00	Pass
02 - 175 Rockwell	24,056	100	101,28	10.32	4.00	Pass
03 - 175 Schlumberger	2,674	40	99.71	11.85	2.00	Pass
04 - 175 Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
05 - 200 Rockwell	7,249	50	100.67	11.23	0.00	Pass
06 - 240 Sprague	3,724	50	99.92	11.23	2.00	Pass
07 - 250 American AC	32,264	100	100.80	10.32	3.00	Pass
08 - 250 American AR	0	0	n/a	n/a	n/a	Not Pop ¹
09 - 250 Metris	1_	11	n/a	n/a	n/a	Not Pop ¹
10 - 250 National	0	0	n/a	n/a	n/a	Not Pop ¹
11 - 250 Schlumberger	61,411	100	100.34	10.32	1.00	Pass
12 - 250 (Tin) Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹
13 - 250 Sprague	2,764	40	100.02	11.85	0.00	Pass
14 - 275 Invensys	34,117	100	100,51	10.32	0.00	Pass
15 - 275 Rockwell	1	1	n/a	n/a	n/a	Not Pop ¹
16 - 400 Schlumberger	110	10	100,22	15.17	0.00	Pass
17 - 400 Sprague	152	15	98.67	13.71	0.00	Pass
18 - 400A Schlumberger	693	30	100.36	12.34	3.00	Pass
19 - 415 Rockwell	0	0	n/a	n/a	n/a	Not Pop ¹
20 - 425 American	3,172	40	100.89	11.85	0.00	Pass
21 - 4A Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
22 - 5A Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
23 - 630 American	2,385	40	100.86	11.85	0.00	Pass
24 - 675 Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹
25 - 675 Sprague	0	0	n/a	n/a	n/a	Not Pop1
26 - 675A Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹
27 - 800 American	524	30	100.49	12.34	3.00	Pass
28 - 1000 American	2,003	40	101,19	11.85	0.00	Pass
29 - 1000 Schlumberger	0	0	n/a	n/a	n/a	Not Pop ¹
30 - 1000 Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
31 - 1000A Schlumberger	0	0	n/a	n/a	n/a	Not Pop1
32 - 1400 American	103	10	100.08	15.17	0.00	Pass
33 - 2300 American	54	7	100.06	17.35	0.00	Pass
34 - 3000 Rockwell	3	3	100.00	26.94	0.00	Pass
35 - 5000 Rockwell	0	0	n/a	n/a	n/a	Not Pop ¹
36 - 250B American	7	3	99.53	26.94	0.00	Pass
37 - 1.5M Roots	26	5	99,90	20.19	0.00	Pass
38 - 3M Instromet	24	4	99.98	22.86	0.00	Pass
39 - 3M Romet	48	7	99.97	17.35	0.00	Pass
40 - 3M Roots	554	30	100.09	12.34	0.00	Pass
41 - 1A Sprague	0	0	n/a	n/a	n/a	Not Pop ¹
42 - Sensus SE-R	102,262	100	100.73	10.32	1.00	Pass
43 - Spr 175 Group 1	0	0	n/a	n/a	n/a	Not Pop ¹
44 - Spr 175 Group 2	6,399	50	99,53	11.23	2.00	Pass
45 - Spr 175 Group 3	5,025	50	100,28	11.23	0.00	Pass
46 - Spr 175 Group 4	7,012	50	100.24	11.23	0.00	Pass
47 - Elster American 425	1,392	40	100,20	11.85	0,00	Pass
48 - Elster American 630	778	30	100,36	12.34	0.00	Pass
49 - Elster American 1000	528	30	100.47	12.34	0.00	Pass
50 - Elster American 250	49,808	100	100,23	10.32	0.00	Pass

Attachment 4-50 Page 13 of 13



October 13, 2017

2017 Random Sample Tests Results

Sample Group-Description	Lot Size	Sample Size	Sample Mean % Accuracy	Max. Allowed % Non- Conforming	Total Est. % Non- Conforming	Status
51 - Roots 15C	1	1	n/a	n/a	n/a	Not Pop1
52 - Itron Metris 250	1,937	40	97.52	11.85	2.00	Pass
Total	365,841	1,422				

¹This group did not have enough population to provide an adequate sample, not populated

Please contact the SCANA Gas Measurement Operations Center at 704-810-3303 with any questions concerning this report

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-51:

Provide draft copies of all officer and employee retention plans, severance plans, and all other officer and employee related plans that will affect current SCANA, SCANA Services, and/or SCE&G employees after the merger closes. If not currently available, provide copies as they become available.

RESPONSE 4-51:

Please see attached.

Responsible Person: Denise Schelble

SCANA Corporation Long-Term Equity Compensation Plan

Effective February 19, 2015

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SCANA Corporation Long-Term Equity Compensation Plan

Effective February 19, 2015

Section 1. Establishment, Objectives and Duration

1.1 Establishment of the Plan.

- (a) SCANA Corporation, a South Carolina corporation ("SCANA"), hereby establishes this incentive compensation plan to be known as the "SCANA Corporation Long-Term Equity Compensation Plan" (the "Plan"). The Plan permits the grant of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares, and Performance Units to Eligible Employees.
- (b) The Plan became effective on February 19, 2015 (the "Effective Date"), which is the date the Board initially approved the Plan. Notwithstanding the foregoing, the following limitations apply to Awards that are granted prior to the approval of the Plan by SCANA's shareholders in accordance with applicable law and listing requirements ("Shareholder Approval"):
- (i) Any Award that is designed to qualify for the Performance-Based Exception and that is granted to a Covered Employee will be granted contingent on Shareholder Approval prior to the date of vesting and/or payout of the Award;
 - (ii) No Awards of Restricted Stock may be granted; and
- (iii) No Awards may be granted that may be settled in Shares unless such Awards are granted contingent on Shareholder Approval prior to the date of vesting and/or payout of the Award.
- 1.2 Objectives of the Plan. The objectives of the Plan are to (a) optimize the profitability and growth of the Company through long-term incentives that are consistent with the Company's goals and that align the personal interests of Participants to those of SCANA's shareholders; (b) provide Participants with an incentive for excellence in individual performance; and (c) promote teamwork among Participants. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of Participants who make significant contributions to the Company's success and to allow Participants to share in the Company's success.
- 1.3 Duration of the Plan. The Plan will become effective on the Effective Date and will remain in effect, subject to the right of the Committee to amend or terminate the Plan at any time pursuant to Section 15, until the earlier of February 19, 2025, or until all Shares available for issuance under the Plan have been issued, purchased or acquired according to the Plan's terms. In no event may an Award be granted under the Plan more than ten years after the Effective Date.

Section 2. Definitions

Whenever used in the Plan, the following terms will have the meanings set forth below, and when the meaning is intended, the initial letter of the word will be capitalized:

- 2.1 "Award" means, individually or collectively, a grant under the Plan of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares, or Performance Units.
- **2.2** "Award Agreement" means an agreement entered into between SCANA and each Participant setting forth the terms and conditions applicable to Awards.
- 2.3 "Beneficial Owner" or "Beneficial Ownership" will have the meaning ascribed to the term in Rule 13d-3 under the Exchange Act.
 - 2.4 "Board" means the Board of Directors of SCANA.

2.5 "Cause" means:

- (a) Willful and continued failure by a Participant to substantially perform his or her duties with the Company after a demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes that the Participant has not substantially performed his or her duties, and the Participant has failed to resume substantial performance of his or her duties on a continuous basis within 14 days of receiving such demand;
- (b) The willful engaging by a Participant in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise; or
- (c) A Participant's conviction of a felony or conviction of a misdemeanor that impairs his or her ability substantially to perform his or her duties with the Company.

For purposes of this Section 2.5, no act, or failure to act, on a Participant's part will be deemed "willful" unless done, or omitted to be done, by a Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Company.

- 2.6 "Change in Control" means a change in control of SCANA of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Exchange Act, whether or not SCANA is then subject to such reporting requirement; provided, however, that, without limitation, a Change in Control will be deemed to have occurred if:
- (a) Any Person is or becomes the Beneficial Owner, directly or indirectly, of 25% or more of the combined voting power of the outstanding shares of capital stock of SCANA;
- (b) During any period of two consecutive years, there ceases to be a majority of the Board comprised as follows: individuals who at the beginning of such period constitute the Board and any new Directors whose election by the Board or nomination for election by SCANA's shareholders was approved by a vote of at least two-thirds (2/3rds) of the Directors then still in office who either were

Directors at the beginning of the period or whose election or nomination for election was previously so approved;

- (c) The consummation of a merger or consolidation of SCANA with any other corporation, other than a merger or consolidation that would result in the voting shares of capital stock of SCANA outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting shares of capital stock of the surviving entity) at least 80% of the combined voting power of the voting shares of capital stock of SCANA or such surviving entity outstanding immediately after such merger or consolidation; or the shareholders of SCANA approve a plan of complete liquidation of SCANA or an agreement for the sale or disposition by SCANA of all or substantially all of SCANA's assets; or
- (d) The consummation of the sale of the stock of any subsidiary of SCANA designated by the Board as a "Material Subsidiary"; or the shareholders of SCANA approve a plan of complete liquidation of a Material Subsidiary or an agreement for the sale or disposition by SCANA of all or substantially all of the assets of a Material Subsidiary; provided that any event described in this subsection will represent a Change in Control only with respect to a Participant who has been exclusively assigned to the affected Material Subsidiary.
 - 2.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.8 "Committee" means any committee appointed by the Board to administer Awards to Employees, as specified in Section 3. Any such committee will be comprised entirely of Directors who satisfy the "outside director" requirements of Code Section 162(m) and who are "Non-Employee Directors" as defined in Rule 16b-3 under the Exchange Act.
 - 2.9 "Company" means SCANA and all of its Subsidiaries.
- **2.10** "Covered Employee" means a Participant who, as of the date of vesting and/or payout of an Award, as applicable, is one of the group of "covered employees," as defined in the regulations promulgated under Code Section 162(m).
 - 2.11 "Director" means any individual who is a member of the Board.
- 2.12 "Disability" will have the meaning ascribed to that term in the Participant's governing long-term disability plan, or if no such plan exists, by the Committee, except as otherwise provided in an Award Agreement.
 - 2.13 "Effective Date" will have the meaning ascribed to that term in Section 1.1.
- **2.14** "Eligible Employee" means an Employee who is anticipated to be a significant contributor to the success of the Company as determined by the Committee upon or without the recommendation of officers of the Company.
- **2.15** "Employee" means any employee of the Company. Directors who are employed by the Company will be considered Employees under the Plan.
 - 2.16 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

- 2.17 "Fair Market Value" will be determined on the basis of the closing sale price of a Share on the principal securities exchange on which the Shares are traded on the relevant date or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported, except that as to the cashless exercise of Nonqualified Stock Options pursuant to Section 6.6, the "Fair Market Value" of Shares for determining the compensation amount recognized by the Participant will be the actual trade price on the principal securities exchange of Shares sold to provide cash to Participants.
- **2.18** "Freestanding SAR" means a SAR that is granted independently of any Option, as described in Section 7.
- 2.19 "Good Reason" means, without the Participant's written consent, the occurrence after a Change in Control of the Company of any one or more of the following:
 - (a) A material diminution in the Participant's base salary;
 - (b) A material diminution in the Participant's authority, duties, or responsibilities;
- (c) A material diminution in the authority, duties, or responsibilities of the supervisor to whom the Participant is required to report, including a requirement that the Participant report to a Company officer or Employee instead of reporting directly to the Board;
 - (d) A material diminution in the budget over which the Participant retains authority;
- (e) A material change in the geographic location at which the Participant must perform the services; and
- (f) Any other action or inaction that constitutes a material breach by the Company of the agreement under which the Participant provides services.

Provided, however, that the Participant must give written notice to the Company within 30 days of the initial existence of any of the foregoing conditions that gives rise to Good Reason, the Company will have 30 days upon receipt of such notice to remedy the condition so as to eliminate the Good Reason, and if not remedied, the Participant's employment must terminate no later than 60 days following the expiration of such cure period. Notwithstanding the foregoing, the Participant's continued employment will not constitute a waiver of the Participant's rights with respect to any circumstance constituting Good Reason under this Award Agreement.

- 2.20 "Incentive Stock Option" or "ISO" means an option to purchase Shares granted under Section 6 that is designated as an Incentive Stock Option and that is intended to meet the requirements of Code Section 422.
- **2.21 "Nonqualified Stock Option"** or "NQSO" means an option to purchase Shares granted under Section 6 that is not intended to meet the requirements of Code Section 422.
 - 2.22 "Option" means an Incentive Stock Option or a Nonqualified Stock Option.
- **2.23 "Option Price"** means the price at which a Share may be purchased by a Participant upon exercise of an Option.

- **2.24 "Participant"** means an Eligible Employee who has been granted an Award or who has outstanding an Award.
- 2.25 "Performance-Based Exception" means the performance-based compensation exception from the tax deductibility limitations of Code Section 162(m).
- **2.26** "Performance Share" means an Award granted to a Participant, as described in Section 10, which will have an initial value equal to the Fair Market Value of a Share on the date of grant.
- 2.27 "Performance Unit" means an Award granted to a Participant, as described in Section 10, which will have an initial value that is established by the Committee on the date of grant.
- 2.28 "Person" will have the meaning ascribed to that term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) of the Exchange Act, including a "group" as defined in Section 13(d) of the Exchange Act.
 - 2.29 "Restricted Stock" means an Award of Shares granted to a Participant under Section 8.
- **2.30** "Restricted Stock Unit" or "RSU" means an Award granted to a Participant under Section 9 that represents a notional investment equivalent to one Share and, as a result, a Participant does not acquire any form of voting or other right attributable to an actual Share.
- 2.31 "Restriction Period" means the period during which the transfer of Shares of Restricted Stock is limited in some way (e.g., based on the passage of time, the achievement of performance goals, or the occurrence of other events as determined by the Committee, in its discretion), or the vesting of RSUs is subject to the continuation of the Participant's employment with the Company, and the Shares of Restricted Stock or RSUs, as applicable, are subject to a substantial risk of forfeiture, as provided in Section 8 and Section 9.
- 2.32 "Retirement" means a Termination of Employment of a Participant on or after the date that the Participant has both reached age 55 and completed at least 20 years of Vesting Service (as defined in the SCANA Corporation Retirement Plan), or on or after the date that the Participant has reached age 65, except as otherwise provided in an Award Agreement.
 - 2.33 "Shares" means the shares of common stock of SCANA.
- 2.34 "Stock Appreciation Right" or "SAR" means an Award under Section 7, which is granted alone or in connection with a related Option and designated as a SAR.
- **2.35** "Subsidiary" means any corporation, partnership, joint venture, or other entity in which SCANA has a majority voting interest.
- **2.36** "Tandem SAR" means a SAR that is granted under Section 7 in connection with a related Option, the exercise of which will require forfeiture of the right to purchase a Share under the related Option (and when a Share is purchased under the Option, the Tandem SAR will similarly be canceled).
- **2.37** "Termination of Employment" means, subject to the terms of Section 20 as applicable to a Section 409A Covered Award (as defined in Section 20), a termination of the Participant's

employment with the Company, including, without limitation, a termination of the Participant's employment that occurs as a result of a corporate transaction pursuant to which the Participant's employer ceases to be a Subsidiary, except as otherwise provided by the Committee.

Section 3. Administration

- 3.1 General. The Committee shall administer the Plan. The members of the Committee will be appointed from time to time by, and shall serve at the discretion of, the Board. The Committee will have the authority to delegate administrative duties to officers of the Company.
- 3.2 Authority of the Committee. Except as limited by law or by the Articles of Incorporation or Bylaws of SCANA, and subject to the terms of the Plan, the Committee will have full power and authority to: (a) select Eligible Employees who will participate in the Plan; (b) determine the sizes and types of Awards; (b) determine the terms and conditions of Awards in a manner consistent with the Plan; (c) construe and interpret the Plan, any Award Agreement, and any agreement or instrument entered into under the Plan; (d) establish, amend, or waive rules and regulations for the Plan's administration; and (e) subject to the terms of Section 15, amend the terms and conditions of any outstanding Award, including, without limitation, to accelerate the time or manner of vesting of Awards. Further, the Committee shall make all other determinations that may be necessary or advisable for the administration of the Plan.
- 3.3 Decisions Binding. All determinations and decisions made by the Committee pursuant to the Plan and all related orders and resolutions of the Committee will be final, conclusive and binding on all persons, including, without limitation, SCANA, its shareholders, Directors, Eligible Employees, Participants and their estates and beneficiaries.

Section 4. Shares Subject to the Plan and Maximum Awards

- 4.1 Number of Shares Available for Grants. Subject to adjustment as provided in Section 4.2, the number of Shares reserved for issuance under the Plan will be 5,000,000 Shares, which may be either authorized and unissued Shares or Shares held in or acquired for the treasury of SCANA or both; provided, however, that no more than 1,000,000 Shares may be granted in the form of Restricted Stock and no more than 5,000,000 Shares may be granted in the form of Incentive Stock Options. Subject to any increase or decrease pursuant to Section 4.3, the following limitations apply to grants of Awards under the Plan:
- (a) Options: The maximum aggregate number of Shares subject to Options that may be granted in any one calendar year to any one single Participant will be 300,000 Shares.
- (b) SARs: The maximum aggregate number of Shares subject to SARs that may be granted in any one calendar year to any one single Participant will be 300,000 Shares.
- (c) Restricted Stock and RSUs: The maximum aggregate grant with respect to Awards of Restricted Stock and Restricted Stock Units that may be granted in any one calendar year to any one Participant will be 150,000 Shares or the value of 150,000 Shares, taking into account all grants of Restricted Stock and Restricted Stock Units.

- (d) Performance Shares: The maximum aggregate payout (determined as of the end of the applicable Performance Period (as defined in Section 10.3)) with respect to Awards of Performance Shares that may be granted in any one calendar year to any one Participant will be equal to the value of 200,000 Shares.
- (e) **Performance Units**: The maximum aggregate payout (determined as of the end of the applicable Performance Period) with respect to Awards of Performance Units that may be granted in any one calendar year to any one Participant will be equal to \$1,000,000.

4.2 Adjustments for Awards and Payouts.

- (a) Unless otherwise determined by the Committee, the following Awards and payouts will reduce, on a one-for-one basis, the number of Shares available for issuance under the Plan: (i) an Award of an Option; (ii) an Award of a SAR (except a Tandem SAR); (iii) an Award of Restricted Stock; (iv) a payout of a Performance Share Award in Shares; and (v) a payout of a Performance Unit Award in Shares.
- (b) Unless a Participant has received a benefit of ownership such as dividend or voting rights with respect to an Award, the following transactions will restore, on a one-for-one basis, the number of Shares available for issuance under the Plan: (i) a payout of a SAR, Tandem SAR, or Restricted Stock Award in the form of cash; and (ii) a cancellation, termination, expiration, forfeiture or lapse for any reason (with the exception of the termination of a Tandem SAR upon exercise of the related Option, or the termination of a related Option upon exercise of the corresponding Tandem SAR) of any Award payable in Shares.
- (c) For the avoidance of doubt, a payout of a SAR in the form of Shares will not restore the number of Shares available for issuance under the Plan under Section 4.2(b). Consequently, the total number of Shares underlying a SAR that is settled in the form of Shares, regardless of whether the Shares underlying the SAR are actually issued to the Participant as a result of net settlement of the SAR, will reduce, on a one-for-one basis, the number of Shares available for issuance under the Plan under Section 4.2(a).
- 4.3 Adjustments in Authorized Shares. In the event of any change in corporate capitalization, such as a stock split, or a corporate transaction, such as any merger, consolidation, separation, including a spin-off, or other distribution of stock or property of SCANA, any reorganization (whether or not such reorganization comes within the definition of such term in Code Section 368) or any partial or complete liquidation of SCANA, adjustments will be made in the number and class of Shares that may be delivered under Section 4.1, in the number and class of and/or price of Shares subject to outstanding Awards, and in the Award limits set forth in Section 4.1, all as may be determined to be appropriate and equitable by the Committee, in its sole discretion, to prevent dilution or enlargement of rights; provided, however, that the number of Shares subject to any Award will always be a whole number.

Section 5. Eligibility and Participation

5.1 Eligibility. Persons eligible to participate in the Plan are those Employees who the Committee designates as Eligible Employees. In no event, however, will any ISOs be granted to any

person who owns more than 10% of the total combined voting power of all classes of stock of SCANA.

5.2 Actual Participation. Subject to the terms of the Plan, the Committee may, from time to time, select in its sole and broad discretion, upon or without the recommendation of officers of the Company, from all Eligible Employees, those to whom Awards will be granted and shall determine the nature and amount of each Award.

Section 6. Options

- **6.1** Grant of Options. Subject to the terms of the Plan, Options may be granted to Participants in such number, and upon such terms, and at any time and from time to time as determined by the Committee.
- 6.2 Award Agreement. Each Option grant will be evidenced by an Award Agreement that will specify the Option Price, the term and expiration date of the Option, the number of Shares to which the Option pertains, and such other provisions as the Committee determines. The Award Agreement also will specify whether the Option is intended to be an ISO or an NQSO.
- 6.3 Option Price. The Option Price for each grant of an Option will be at least equal to 100% of the Fair Market Value of a Share on the date the Option is granted.
- **6.4 Duration of Options**. Each Option will expire at such time as the Committee determines at the time of grant; provided, however, that no Option will be exercisable later than the tenth anniversary after the date the Option is granted.
- 6.5 Exercise of Options. Options will vest and be exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance approve, which need not be the same for each grant or for each Participant; provided, however, that no Option (or portion of an Option) will vest and be exercisable earlier than one year after the date of grant, subject to acceleration of vesting and exercisability, as may be specified by the Committee in its sole discretion in the terms of any Option Award Agreement upon the occurrence of a specified event.

6.6 Payment of Option Price and Delivery of Shares upon Exercise.

- (a) Options may be exercised by the delivery of a written notice of exercise to SCANA, setting forth the number of Shares with respect to which the Option is to be exercised and accompanied by full payment for the Shares.
- (b) The Option Price upon exercise of any Option will be payable to SCANA in full either: (i) in cash or its equivalent; (ii) if permitted by the Award Agreement, by tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the total Option Price (provided that the Shares that are tendered must have been held by the Participant for at least six months prior to their tender to satisfy the Option Price); or (iii) if permitted by the Award Agreement, by a combination of (i) and (ii). The Committee also may allow cashless exercise as permitted under the Federal Reserve Board's Regulation T, subject to applicable securities law restrictions, or by any other means that the Committee determines to be consistent with the Plan's purpose and applicable law.

- (c) Subject to any governing rules or regulations, as soon as practicable after receipt of a written notification of exercise and full payment, SCANA shall deliver to the Participant, in the Participant's name, certificates evidencing the number of Shares purchased under the Option.
- 6.7 Restrictions on Share Transferability. The Committee may impose such restrictions on any Shares acquired pursuant to the exercise of an Option as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which the Shares are then listed or traded, and under any blue sky or state securities laws applicable to the Shares.
- 6.8 Termination of Employment. Each Participant's Option Award Agreement will set forth the extent to which the Participant will have the right to exercise the Option following the Participant's Termination of Employment. Such provisions will be determined in the sole discretion of the Committee, will be included in the applicable Award Agreement, need not be uniform among all Options or for all Participants, and may reflect distinctions based on the reasons for the Participant's Termination of Employment.
- 6.9 Nontransferability of Options. No Option may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, all Options granted to a Participant will be exercisable during the Participant's lifetime only by the Participant or the Participant's legal representative.

Section 7. Stock Appreciation Rights

7.1 Grant of SARs.

- (a) Subject to the terms of the Plan, SARs may be granted to Participants at any time and from time to time as determined by the Committee. The Committee may grant Freestanding SARs, Tandem SARs or any combination of these forms of SARs. The Committee will have complete discretion in determining the number of Shares underlying SARs granted to each Participant (subject to Section 4) and, consistent with the terms of the Plan, in determining the terms and conditions pertaining to SARs.
- (b) The grant price of a Freestanding SAR will equal the Fair Market Value of a Share on the date of grant of the SAR. The grant price of Tandem SARs will equal the Option Price of the related Option.

7.2 Exercise of Tandem SARs.

- (a) Tandem SARs may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR may be exercised only with respect to the Shares for which its related Option is then exercisable.
- (b) Notwithstanding any other provision of the Plan to the contrary, with respect to a Tandem SAR granted in connection with an ISO: (i) the Tandem SAR will expire no later than the expiration of the underlying ISO; (ii) the value of the payout with respect to the Tandem SAR may be for no more than 100% of the difference between the Option Price of the underlying ISO and the Fair

Market Value of the Shares subject to the underlying ISO at the time the Tandem SAR is exercised; and (iii) the Tandem SAR may be exercised only when the Fair Market Value of the Shares subject to the ISO exceeds the Option Price of the ISO.

- 7.3 Exercise of Freestanding SARs. Freestanding SARs may be exercised upon whatever terms and conditions the Committee, in its sole discretion, imposes upon them and describes in the applicable Award Agreement; provided, however, that no Freestanding SAR (or portion of a Freestanding SAR) will vest and be exercisable earlier than one year after the date of grant, subject to acceleration of vesting and exercisability, as may be specified by the Committee in its sole discretion in the terms of any SAR Award Agreement upon the occurrence of a specified event.
- 7.4 SAR Agreement. Each SAR grant will be evidenced by an Award Agreement that will specify the grant price, the term of the SAR, and such other terms as the Committee determines.
- 7.5 Term of SARs. The term of a SAR granted under the Plan will be determined by the Committee, in its sole discretion; provided, however, that such term will not exceed ten years.
- 7.6 Payment of SAR Amount. Upon exercise of a SAR, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying: (a) the difference between the Fair Market Value of a Share on the date of exercise over the grant price; by (b) the number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment upon SAR exercise may be in cash, in Shares of equivalent value, or in some combination of cash and Shares. The Committee's determination regarding the form of SAR payout will be set forth in the applicable Award Agreement.
- 7.7 Termination of Employment. Each Participant's SAR Award Agreement will set forth the extent to which the Participant will have the right to exercise the SAR following the Participant's Termination of Employment. Such provisions will be determined in the sole discretion of the Committee, will be included in the applicable Award Agreement, need not be uniform among all SARs or for all Participants, and may reflect distinctions based on the reasons for the Participant's Termination of Employment.
- 7.8 Nontransferability of SARs. No SAR may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, all SARs granted to a Participant will be exercisable during the Participant's lifetime only by the Participant or the Participant's legal representative.

Section 8. Restricted Stock

- **8.1** Grant of Restricted Stock. Subject to the terms of the Plan, the Committee, at any time and from time to time, may grant Shares of Restricted Stock to Participants in such amounts and upon such terms as the Committee determines.
- **8.2** Restricted Stock Agreement. Each Restricted Stock grant will be evidenced by a Restricted Stock Award Agreement that specifies the Restriction Period, the number of Shares of Restricted Stock granted, and such other terms as the Committee determines.

8.3 Nontransferability. Except as provided in this Section 8, the Shares of Restricted Stock may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until the end of the applicable Restriction Period, or upon earlier satisfaction of any other conditions, as specified by the Committee in its sole discretion and set forth in the Restricted Stock Award Agreement. All rights with respect to the Restricted Stock granted to a Participant will be available during his or her lifetime only to such Participant (or the Participant's legal representative) for the Restriction Period.

8.4 Other Restrictions.

- (a) Subject to Section 10, the Committee will impose such other conditions or restrictions on any Shares of Restricted Stock granted under the Plan as it may deem advisable including, without limitation, a requirement that Participants pay a stipulated purchase price for each Share of Restricted Stock, restrictions based upon the achievement of specific performance goals (SCANA, Companywide, divisional, or individual), time-based restrictions on vesting following the attainment of the performance goals, or restrictions under applicable federal or state securities laws.
- (b) Notwithstanding the foregoing, Shares of Restricted Stock that will vest no earlier than one year after the date of grant, subject to acceleration of vesting, as may be specified by the Committee in its sole discretion in the terms of any Restricted Stock Award Agreement upon the occurrence of a specified event.
- (c) The Company may retain the certificates representing Shares of Restricted Stock in the Company's possession until such time as all conditions and/or restrictions applicable to the Shares have been satisfied.
- (d) Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock Award will become freely transferable by the Participant after the last day of the applicable Restriction Period.
- **8.5** Voting Rights. Participants holding Shares of Restricted Stock may be granted the right to exercise full voting rights with respect to those Shares during the Restriction Period.
- 8.6 Dividends and Other Distributions. During the Restriction Period, Participants holding Shares of Restricted Stock may be credited with regular cash dividends with respect to such Shares or the Committee may apply any restrictions to the crediting of dividends that the Committee deems appropriate. Without limiting the generality of the preceding sentence, if the grant or vesting of Restricted Stock granted to a Covered Employee is designed to comply with the requirements of the Performance-Based Exception, the Committee may apply any restrictions it deems appropriate to the crediting of dividends declared with respect to such Restricted Stock, such that the dividends and/or the Restricted Stock maintain eligibility for the Performance-Based Exception. Notwithstanding anything to the contrary in the Plan, dividends accrued on Restricted Stock will be paid only if the Restricted Stock vests.
- 8.7 Termination of Employment. Each Restricted Stock Award Agreement will set forth the extent to which the Participant will have the right to vest in Restricted Stock following the Participant's Termination of Employment. Such provisions will be determined in the sole discretion of the Committee, will be included in the applicable Award Agreement, need not be uniform among all Shares of Restricted Stock or for all Participants, and may reflect distinctions based on the reasons for

termination; provided, however, that, except in the cases of a Termination of Employment connected with a Change in Control and a Termination of Employment by reason of death or Disability, the vesting of Shares of Restricted Stock that qualify for the Performance-Based Exception and that are held by Covered Employees will occur at the time the vesting otherwise would have, but for the Termination of Employment.

Section 9. Restricted Stock Units

- 9.1 Grant of RSUs. Subject to the terms of the Plan, the Committee, at any time and from time to time, may grant RSUs to Participants in such amounts and upon such terms as the Committee determines.
- 9.2 RSU Agreement. Each RSU grant will be evidenced by a Restricted Stock Unit Award Agreement that specifies the Restriction Period, the number of RSUs granted, and such other terms as the Committee determines.
- 9.3 Value of RSU. Each RSU will have a value that is equal to 100% of the Fair Market Value of a Share on the date of grant.
- 9.4 Vesting of RSUs. Unless the Award Agreement provides otherwise, RSUs will vest 100% upon the third anniversary of the grant date, subject to the Participant's continued employment with the Company through the vesting date. Except as otherwise provided in Section 9.5 or as provided in the Participant's Award Agreement, if the RSUs have not fully vested as of the date of the Participant's Termination of Employment, the RSUs will be forfeited.
- 9.5 Termination of Employment Due to Death, Disability, or Retirement. In the event of a Participant's Termination of Employment on account of the Participant's death, Disability, or Retirement prior to the date on which the RSUs would otherwise have vested under Section 9.4, the RSUs will vest as of the date set forth in the applicable Award Agreement.
- 9.6 Form and Timing of Payment of RSUs. Payment of RSUs will be made in a single lump sum cash payment as soon as administratively practicable after the applicable vesting date, and in any event payment will be made by no later than March 15 of the calendar year following the year in which the applicable vesting date occurs. The amount of the payment will be equal to 100% of the Fair Market Value of the RSUs on the vesting date.
- 9.7 Dividend Equivalents. Each RSU will be credited with an amount equal to the dividends paid on a Share between the grant date of the RSU Award and the date the value of the RSUs is paid to the Participant (if at all). Dividend equivalents will vest, if at all, upon the same terms and conditions governing the vesting of the related RSUs. Payment of the dividend equivalents will be made (if at all) at the same time as payment of the related RSU and will be made without interest or other adjustment. If the RSUs are forfeited, the Participant will have no right to dividend equivalents.
- 9.8 Nontransferability. RSUs may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

Section 10. Performance Units and Performance Shares

- 10.1 Grant of Performance Units/Shares. Subject to the terms of the Plan, the Committee, at any time and from time to time, may grant Performance Units and/or Performance Shares to Participants in such amounts and upon such terms as the Committee determines.
- 10.2 Value of Performance Units/Shares. Each Performance Unit will have an initial value that the Committee establishes at the time of grant. Each Performance Share will have an initial value equal to 100% of the Fair Market Value of a Share on the date of grant. The Committee will set performance goals in its discretion that, depending on the extent to which they are met, will determine the number and/or value of Performance Units or Performance Shares that will be paid out to the Participant.
- 10.3 Earning of Performance Units/Shares. Subject to the terms of the Plan, after the applicable Performance Period has ended, the Participant who holds Performance Units or Performance Shares will be entitled to receive payout on the number and value of Performance Units or Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance goals have been achieved. For purposes of this Section 10, the time period during which the performance goals must be met, which period will not be less than one year, will be the "Performance Period."

10.4 Form and Timing of Payment of Performance Units/Shares.

- (a) Payment of earned Performance Units and Performance Shares will be made in a single lump sum following the close of the applicable Performance Period, and in any event not later than March 15 of the calendar year following the year in which the Performance Period ends. Subject to the terms of the Plan, the Committee, in its sole discretion, may pay earned Performance Units or Performance Shares in the form of cash or in Shares (or in a combination of cash and Shares) that have an aggregate Fair Market Value equal to the value of the earned Performance Units and Performance Shares at the close of the applicable Performance Period. Shares may be granted subject to any restrictions the Committee deems appropriate.
- (b) At the discretion of the Committee, Participants may be entitled to receive any dividends declared with respect to Shares that have been earned in connection with grants of Performance Shares that have been earned, but not yet distributed to Participants.
- 10.5 Termination of Employment Due to Death, Disability or Retirement. In the event of a Participant's Termination of Employment on account of death, Disability, or Retirement during a Performance Period, the Participant will receive a payout of the Performance Units or Performance Shares, as specified in the Participant's Award Agreement; provided, however, that with respect to a Participant who incurs a Termination of Employment connected with a Change in Control or on account of Retirement or Disability during a Performance Period, payments will be made at the same time as payments are made to Participants who did not terminate employment during the applicable Performance Period.
- 10.6 Termination of Employment for Other Reasons. In the event of a Participant's Termination of Employment for any reason other than those reasons set forth in Section 10.5, all

Performance Units and Performance Shares will be forfeited by the Participant unless determined otherwise by the Committee and set forth in the Participant's Award Agreement.

10.7 Nontransferability. Performance Units and Performance Shares may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, except as otherwise provided in a Participant's Award Agreement, a Participant's rights under the Plan with respect to Performance Units and Performance Shares will be exercisable during the Participant's lifetime only by the Participant or the Participant's legal representative.

Section 11. Performance Measures

The performance measures to be used for purposes of determining the degree of payout and/or vesting with respect to Awards to Covered Employees that are designed to qualify for the Performance-Based Exception, which may be measured based on the attainment of specific levels of performance at the SCANA level, at a subsidiary level, or at an operating unit level, will be chosen from among the following performance measures:

- (a) Profits, including operating income, earnings before or after income and/or taxes, net earnings or net income (before or after taxes), net operating profit (before or after taxes), basic or diluted earnings per share (before or after taxes), residual or economic earnings, economic profit, and gross profit or gross profit growth;
- (b) Cash flow, including earnings before interest, taxes, depreciation and amortization ("EBITDA"), operating cash flow, free cash flow, free cash flow with or without specific capital expenditure targets or range (including or excluding divestments and/or acquisitions), total cash flow, cash flow in excess of cost of capital, residual cash flow, cash flow return on capital, or cash flow return on investments (which equals net cash flow divided by owners' equity);
- (c) Return measures, including profits or cash flow return on assets, capital, invested capital, equity, and/or sales, economic value added, and other value added measures;
- (d) Working capital, including working capital targets, and working capital divided by sales;
- (e) Profit margins, including profits divided by revenues, gross margins, operating margins, and material margins divided by revenues;
 - (f) Liquidity measures, including debt-to-capital, debt-to-EBITDA, and total debt ratio;
- (g) Sales growth, gross margin growth, cost initiative and share price metrics, including revenues, revenue growth, gross margin and gross margin growth, material margin and material margin growth, share price, share price appreciation, total shareholder return (including total shareholder return as compared to various stock market indices), sales and administrative costs divided by sales, and sales and administrative costs divided by profits; and
- (h) Strategic initiative key deliverable metrics, including product development, strategic partnering, research and development, vitality index, market penetration, geographic business expansion goals, cost targets, improvements in capital structure, budget and expense management,

productivity ratios, expense targets, operating efficiency, enterprise value, safety record, customer satisfaction, employee satisfaction, management of employment practices and employee benefits, supervision of litigation and information technology, and goals related to acquisitions or divestitures of subsidiaries, affiliates, and joint ventures.

Any one or more of the performance measures may be used on an absolute or relative basis, as the Committee deems appropriate, or as compared to the performance of a group of comparable companies, or published or special index that the Committee, in its sole discretion, deems appropriate.

The Committee shall establish the objective performance goals applicable to Performance Units and Performance Shares, including, to the extent the Committee determines, from among the performance measures set forth in this Section 11, for the earning of Performance Units and Performance Shares based on a Performance Period in writing prior to the beginning of the applicable Performance Period or, to the extent the Award is designed to qualify for the Performance-Based Exception, at such later date as permitted under Section 162(m) of the Code and the applicable regulations and while the outcome of the performance goals are substantially uncertain.

The Committee shall have the discretion to adjust the determinations of the degree of attainment of the preestablished performance goals; provided, however, that Awards that are designed to qualify for the Performance-Based Exception, and that are held by a Covered Employee, may not be adjusted upward (the Committee will retain the discretion to adjust such Awards downward).

In the event that applicable tax and/or securities laws change to permit the Committee discretion to alter the governing performance measures without obtaining shareholder approval of such changes, the Committee will have sole discretion to make such changes without obtaining shareholder approval. In addition, in the event that the Committee determines that it is advisable to grant Awards that will not qualify for the Performance-Based Exception, the Committee may make such grants to any Eligible Employee (including any Covered Employee) without satisfying the requirements of Code Section 162(m).

In the case of any Award that is granted subject to the condition that a specified performance measure be achieved, no payment under the Award will be made prior to the time that the Committee certifies in writing, by passing a written resolution, that the performance measure has been satisfied. No such certification is required, however, in the case of an Award that is based solely on an increase in the value of a Share from the date the Award was granted.

Section 12. Beneficiary Designation

Each Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation will revoke all prior designations by the same Participant, will be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death will be paid to the Participant's estate.

Section 13. Rights of Employees

- 13.1 Employment or Service. Nothing in the Plan will interfere with or limit in any way the right of the Company to terminate any Participant's employment or service in any capacity with the Company at any time, nor confer upon any Participant any right to continue in the employ or service of the Company.
- 13.2 Participation. No Eligible Employee will have the right to be selected to receive an Award under the Plan, or, having been so selected, to be selected to receive a future Award.

Section 14. Change in Control

Notwithstanding any provision of the Plan to the contrary, in the event of a Participant's Termination of Employment without Cause or for Good Reason during the 24-month period following a Change in Control: (a) all Options and SARs will become immediately exercisable as of the date of such Termination of Employment with respect to 100% of the Shares subject to the Options or SARs, as applicable; (b) with respect to Awards of Restricted Stock and RSUs, the Restriction Period will expire immediately as of the date of such Termination of Employment with respect to 100% of the Shares of Restricted Stock or RSUs, as applicable; and (c) with respect to Awards of Performance Shares and Performance Units, all performance measures or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions will be deemed met as of the date of the Participant's Termination of Employment.

Section 15. Amendment, Modification and Termination

- 15.1 Amendment, Modification and Termination. Subject to the terms of the Plan, the Committee may at any time and from time to time, alter, amend, suspend or terminate the Plan in whole or in part for any purpose that the Committee deems appropriate and that is otherwise consistent with Code Section 409A; provided, however, no amendment will, without shareholder approval, (a) increase the total number of Shares that may be issued under the Plan or the maximum awards under the Plan as set forth in Section 4.1; (b) modify the requirements as to eligibility for benefits under the Plan; or (c) reduce the Option Price or grant price of outstanding Options or SARs or cancel outstanding Options or SARs in exchange for cash, other awards or Options or SARs with an Option Price or grant price, as applicable, that is less than the exercise price of the original Options or SARs.
- 15.2 Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4.3) affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan; provided, however, that, unless the Committee determines otherwise at the time such adjustment is considered, no such adjustment will be authorized to the extent that such authority would be inconsistent with the Plan's meeting the requirements of Code Sections 162(m) and 409A.
- 15.3 Awards Previously Granted. Notwithstanding any other provision of the Plan to the contrary (but subject to Section 15.2), no termination, amendment, or modification of the Plan will

adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award.

15.4 Compliance with Code Section 162(m). At all times when Code Section 162(m) is applicable, all Awards granted under the Plan to Covered Employees will comply with the requirements of Code Section 162(m); provided, however, that in the event the Committee determines that such compliance is not desired with respect to any Award or Awards available for grant under the Plan, then compliance with Code Section 162(m) will not be required. In addition, in the event that changes are made to Code Section 162(m) to permit greater flexibility with respect to any Award or Awards available under the Plan, the Committee may, subject to this Section 15, make any adjustments it deems appropriate.

Section 16. Withholding

- 16.1 Tax Withholding. The Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan.
- 16.2 Share Withholding. With respect to withholding required upon the exercise of Options or SARs, upon the lapse of restrictions on Restricted Stock, or upon any other taxable event arising as a result of Awards, Participants may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having SCANA withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that could be imposed on the transaction. All such elections will be irrevocable, made in writing, and signed by the Participant, and will be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

Section 17. Indemnification

Each person who is or will have been a member of the Committee, or of the Board, will be indemnified and held harmless by SCANA against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with SCANA's approval, or paid by him or her in satisfaction of any judgment in any such action, suit or proceeding against him or her, provided he or she shall give SCANA an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification will not be exclusive of any other rights of indemnification to which such persons may be entitled under SCANA's Articles of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that SCANA may have to indemnify them or hold them harmless.

Section 18. Successors

All obligations of SCANA under the Plan with respect to Awards granted under the Plan will be binding on any successor to SCANA.

Section 19. Legal Construction

- 19.1 Gender and Number. Except where otherwise indicated by the context, any masculine term used in the Plan also will include the feminine; the plural will include the singular and the singular will include the plural.
- 19.2 Severability. In the event any provision of the Plan is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provision had not been included.
- 19.3 Requirements of Law. The granting of Awards and the issuance of Shares under the Plan will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- 19.4 Securities Law Compliance. With respect to officers and directors of the Company subject to Section 16 of the Exchange Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under the Exchange Act. To the extent any provision of the Plan or action by the Committee fails to so comply, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.
- 19.5 Governing Law. To the extent not preempted by federal law, the Plan, and all agreements hereunder, will be construed in accordance with and governed by the laws of the State of South Carolina.

Section 20. Code Section 409A

- 20.1 Although SCANA does not guarantee the particular tax treatment of any Award, Awards granted under the Plan are intended to comply with, or be exempt from, the applicable requirements of Code Section 409A to the extent necessary to avoid adverse tax consequences under Code Section 409A and the Plan and any Award Agreement will be limited, construed and interpreted in accordance with such intent. In no event whatsoever will SCANA or any of its affiliates be liable for any additional tax, interest or penalties that may be imposed on a Participant as a result of Code Section 409A or any damages for failing to comply with Code Section 409A.
- 20.2 Notwithstanding anything in the Plan or in an Award Agreement to the contrary, the following provisions will apply to any Award granted under the Plan that constitutes "nonqualified deferred compensation" under Code Section 409A (a "Section 409A Covered Award"):
- (a) A Termination of Employment will not be deemed to have occurred for purposes of any provision of a Section 409A Covered Award providing for payment upon or following a Participant's Termination of Employment unless that termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of the Section 409A Covered Award, references to a "Termination of Employment," "termination," "termination of employment" or like terms will mean "separation from service."
- (b) If the Participant is deemed on the date of the Participant's Termination of Employment to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B) and identified in accordance with procedures adopted by the Committee that reflect the requirements of

Code Section 409A(a)(2)(B) and applicable guidance thereunder, then with regard to any such payment under a Section 409A Covered Award, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment will not be made prior to the earlier of (a) the expiration of the six-month period measured from the date of the Participant's separation from service, and (b) the date of the Participant's death. All payments delayed pursuant to this paragraph will be paid to the Participant on the first day of the seventh month following the date of the Participant's separation from service or, if earlier, on the date of the Participant's death.

(c) If a Change in Control constitutes a payment event with respect to any Section 409A Covered Award, the transaction or event described in Section 2.6 will constitute a Change in Control for purposes of the payment timing of the Section 409A Covered Award only if the transaction also constitutes a "change in control event," as defined in Treasury Regulations Section 1.409A-3(i)(5).

IN WITNESS WHEREOF, the Corporation has caused this SCANA Long-Term Equity Compensation Plan to be executed by its duly authorized officer this 19th day of February, 2015 to be effective as of the dates specified herein.

SCANA CORPORATION

By: Marte K. Plean

Title: Senior Vive President, Administration

ATTEST:

Corporate Secretary

FINAL

SCANA CORPORATION

SHORT-TERM ANNUAL INCENTIVE PLAN

(including amendments through December 31, 2009)

SCANA CORPORATION

SHORT-TERM ANNUAL INCENTIVE PLAN

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SCANA CORPORATION

SHORT-TERM ANNUAL INCENTIVE PLAN

(including amendments through December 31, 2009)

SECTION 1. PURPOSE AND EFFECTIVE DATE

- 1.1 <u>Purpose of the Plan</u>. The SCANA Corporation Short-Term Annual Incentive Plan ("Plan") is an annual incentive compensation plan having as its purpose the rewarding of superior performance with a variable component of pay. The Plan provides as an element of compensation an award amount tied to certain annual performance goals. The Plan is intended to support the achievement of the Corporation's strategic business and financial goals in order to increase shareholder value by attracting and retaining a high caliber of employees who are capable of improving the Corporation's business results. In furtherance of this purpose, the Plan is intended to produce a competitive incentive bonus package that correlates the compensation of such employees with the performance of the Corporation.
- 1.2 <u>Effective Date of the Plan</u>. The original effective date of the Plan was January 1, 2007 and was amended and restated effective as of January 1, 2009. The effective date of this amended and restated Plan shall be December 31, 2009.

SECTION 2. DEFINITIONS

- 2.1 <u>Definitions</u>. Whenever used herein, the following terms shall have the meanings set forth below, unless otherwise expressly provided herein or unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:
- (a) "Beneficial Owner" shall have the meaning ascribed to such term in Rule 13d-3 of the General Rules and Regulations under the Exchange Act.
- (b) "Beneficiary" means any person or entity who, upon a Participant's death, is entitled to receive the Participant's benefits under the Plan in accordance with Section 6 hereof.
 - (c) "Board" means the Board of Directors of the Corporation.
- (d) "Change in Control" means a change in control of the Corporation of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, whether or not the Corporation is then subject to such reporting requirements; provided that, without limitation, such a Change in Control shall be deemed to have occurred if:
- (1) Any Person (as defined in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d)) is or becomes the Beneficial Owner, directly or indirectly, of twenty-five percent (25%) or more of the combined voting power of the outstanding shares of capital stock of the Corporation;
- (2) During any period of two (2) consecutive years (not including any period prior to December 18, 1996) there shall cease to be a majority of the Board comprised as follows: individuals who at the beginning of such period constitute the Board and any new director(s) whose election by the Board or nomination for election by the Corporation's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved;
- (3) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting shares of capital stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting shares of capital stock of the surviving entity) at least eighty percent (80%) of the combined voting power of the voting shares of capital stock of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or the shareholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets; or

- (4) The consummation of the sale of the stock of any subsidiary of the Corporation designated by the Board as a "Material Subsidiary;" or the shareholders of the Corporation approve a plan of complete liquidation of a Material Subsidiary or an agreement for the sale or disposition by the Corporation of all or substantially all of the assets of a Material Subsidiary; provided that any event described in this subsection shall represent a Change in Control only with respect to a Participant who has been exclusively assigned to the affected Material Subsidiary.
 - (e) "Code" means the Internal Revenue Code of 1986, as amended.
- (f) "Committee" means the Human Resources Committee of the Board. Any references in this Plan to the "Committee" shall be deemed to include references to the designee appointed by the Committee under Section 9.4.
- (g) "Corporation" means SCANA Corporation, a South Carolina corporation, or any successor thereto, or any of its subsidiaries.
- (h) "Employee" means a person who is actively employed by the Corporation and who falls under the usual common law rules applicable in determining the employer-employee relationship.
 - (i) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- (j) "Incentive Award" means a payment made pursuant to the Plan at the end of a Performance Period.
- (k) "Officer" means an Employee who serves as an administrative executive and who is classified on the employment records of the Corporation as an officer.
- (l) "Participant" means an individual satisfying the eligibility requirements of Section 3.
 - (m) "Performance Period" means each Year.
 - (n) "Plan" means this Amended and Restated Short-Term Annual Incentive Plan.
 - (o) "Target Incentive Award" refers to a specified percentage of annual base salary.
 - (p) "Year" means a calendar year.
- 2.2 <u>Gender and Number</u>. Except when otherwise indicated by the context, any masculine terminology used herein also shall include the feminine and the feminine shall include the masculine, and the use of any term herein in the singular may also include the plural and the plural shall include the singular.

SECTION 3. ELIGIBILITY AND PARTICIPATION

- 3.1 <u>Eligibility</u>. Eligibility in the Plan is restricted to (a) Employees eligible to participate in the Plan prior to January 1, 2005; and (b) effective January 1, 2005: (i) Employees with an annual base salary that is greater than or equal to \$90,000; or (ii) Officers of the Corporation.
- 3.2 <u>Participation</u>. Participation in the Plan is restricted to (a) those Employees and Officers of the Corporation who are eligible to participate in the Plan pursuant to Section 3.1 of the Plan (automatic participation), and (b) those Employees who are determined to be eligible for participation in the Plan, in the discretion of the Committee based on its review of those eligible for participation. Participation will be reevaluated and determined at least once during the Performance Period.

SECTION 4. INCENTIVE AWARDS

- 4.1 <u>General</u>. The objective of the Plan is to link compensation to the achievement of certain performance goals established by the Corporation. The Target Incentive Award is payable to the Participant after the end of the Performance Period, provided the performance goals as described in Section 4.3 have been met.
- 4.2 <u>Target Incentive Awards</u>. Upon selection for participation in the Plan pursuant to Section 3.2, Participants are granted Target Incentive Awards equal to a percentage of their annual base salary at the end of the Performance Period. Target Incentive Awards for each Performance Period are designated for each Participant as an amount equal to a designated percentage of the Participant's annual base salary. The Target Incentive Award for Officers of the Corporation shall be determined by the Committee in its discretion. The Target Incentive Award for all other Participants shall be determined by senior management, in its discretion.
- 4.3 <u>Performance Criteria and Measurement</u>. Senior management shall establish the specific performance criteria for each Participant; provided, however, that the Board shall establish the performance criteria for the Chief Executive Officer. Performance criteria shall include performance goals based on Corporation earnings per share, business unit and/or individual goals. Performance goals for each business unit are reviewed annually by the Committee following a review of the annual performance for the prior Year. Except with respect to the Chief Executive Officer of the Corporation, the Participant's direct supervisor determines whether individual performance goals have been met. The Board determines whether the individual performance goals for the Chief Executive Officer have been met.
- 4.4 <u>Preliminary Determination</u>. Subject to Sections 4.5 and 4.6, the performance achieved during each Performance Period will preliminarily indicate a determination of the actual amount payable under this Plan as a percentage of the Target Incentive Award otherwise determined under Section 4.2 in the following manner. If Earnings Per Share Goal is met, 50% of the Target Incentive Award is payable. If Business Unit and/or Individual Goals are met, 50% of the Target Incentive Award is payable. Only if both Earnings Per Share Goals and Business Unit and/or Individual Goals are met will 100% of the Target Incentive Award be payable.
- 4.5 <u>Discretionary Adjustment</u>. After calculation of the amount determined under Section 4.4, the Committee (or the Board in the case of the Chief Executive Officer), in its sole discretion may increase or decrease any award otherwise payable hereunder to any or all Participants by an amount up to 20% of the otherwise payable Incentive Award. Notwithstanding the foregoing, the Committee may redefine for any Performance Period the above category levels of performance as well as the respective payout percentages of Target Incentive Awards.
- 4.6 <u>Final Determination</u>. The Committee will review the award amounts determined based on the performance achieved and, in its sole discretion, adjust the final payout amounts, not to exceed plus or minus 50% of Target Incentive Award, for all Participants in accordance with the purposes of this Plan to reflect individual performance and/or extraordinary circumstances.

In making adjustments, the Committee may consider factors such as, but not limited to, the following:

- (a) Significant acquisitions (or divestitures) within the Corporation's affiliated group;
- (b) Significant acquisitions or divestitures among peer group companies; and
- (c) Other unusual items of material consequence.
- 4.7 <u>Last Day Worked Rule</u>. In order to receive a payment of a Target Incentive Award hereunder, the Participant must be employed on the last working day of the Performance Period, unless the Participant has terminated employment during the Year on account of death, disability or attainment of normal or early retirement age (as determined under the SCANA Corporation Retirement Plan). Notwithstanding the foregoing, if the Participant has terminated employment during the Year on account of death, disability or attainment of normal or early retirement age (as determined under the SCANA Corporation Retirement Plan), the Participant (or Beneficiary, in the event of the Participant's death), shall be entitled to the full amount of the Target Incentive Award otherwise determined, without any adjustment.
- 4.8 Partial Year of Participation. If a Participant's employment commences during a Performance Period, a prorated Incentive Award shall be paid based on the portion of the Performance Period during which the individual was employed by the Corporation. The amount to be paid shall be determined by pro rating the amount of the Incentive Award that would otherwise have been payable to such individual on account of a full Year's participation by the number of calendar days in the Year that the individual was employed by the Corporation.
- 4.9 <u>No Guarantee of Award</u>. Notwithstanding anything in this Plan to the contrary, no Participant shall be guaranteed any award under this Plan if the Committee determines that no amount shall be payable hereunder. In addition, the fact that a Participant is paid an award in any given Year shall not entitle any Participant to have an amount paid in any future Year.

SECTION 5. FORM AND TIMING OF PAYMENT

- 5.1 Form and Timing of Payment. Except as provided in Section 7, and unless otherwise deferred in accordance with the terms of the Corporation's Executive Deferred Compensation Plan, Target Incentive Awards, if any, shall be paid in cash as soon as possible after the end of each Performance Period, but in no event later than the March 15th next following the end of the Performance Period.
- 5.2 <u>Termination of Employment Due to Death, Disability or Retirement.</u> If a Participant terminates employment during a Year due to death, total and permanent disability or early or normal retirement (as defined in the SCANA Corporation Retirement Plan), the Participant's Target Incentive Award shall be paid as soon as possible after the end of the plan Year, but in no event later than the March 15th next following the end of the plan Year.
- 5.3 Termination of Employment for Reasons Other Than Death, Disability or Retirement. If a Participant's employment is terminated for reasons other than death, disability or normal or early retirement before the end of a Performance Period in which an Employee was a Participant, the individual's performance awards shall be canceled and his tentative rights thereto forfeited unless the Committee in the exercise of its discretion determines that a performance payout should be made to the Participant under the circumstances of the termination. In this latter event, the payout shall be in whatever amount the Committee determines, not to exceed, however, the amount that would be calculated if Section 5.2 were applicable as to the Performance Period in which the Employee was a Participant. Subject to Section 7, any such payout will be made in accordance with the provisions of Section 5.2.

SECTION 6. BENEFICIARY DESIGNATION

6.1 Designation of Beneficiary.

(a) A Participant shall designate a Beneficiary or Beneficiaries who, upon the Participant's death, are to receive the amounts that otherwise would have been paid to the Participant. All designations shall be in <u>writing</u> and <u>signed</u> by the Participant. The designation shall be effective only if and when delivered to the Corporation during the lifetime of the Participant. The Participant also may change his Beneficiary or Beneficiaries by a signed, written instrument delivered to the Corporation. The payment of amounts shall be in accordance with the last unrevoked written designation of Beneficiary that has been signed and delivered to the Corporation. All Beneficiary designations shall be addressed to the Secretary of the Corporation and delivered to his office.

6.2 <u>Death of Beneficiary</u>.

- (a) In the event that all of the Beneficiaries named pursuant to Section 6.1 predecease the Participant, the amounts that otherwise would have been paid to said Beneficiaries shall, where the designation fails to redirect to alternate Beneficiaries in such circumstance, be paid to the Participant's estate as the alternate Beneficiary.
- (b) In the event that two or more Beneficiaries are named, and one or more but less than all of such Beneficiaries predecease the Participant, each surviving Beneficiary shall receive any dollar amount or proportion of funds designated or indicated for him per the designation made in accordance with Section 6.1, and the dollar amount or designated or indicated share of each predeceased Beneficiary which the designation fails to redirect to an alternate Beneficiary in such circumstance shall be paid to the Participant's estate as an alternate Beneficiary.

6.3 Ineffective Designation.

- (a) In the event the Participant does not designate a Beneficiary, or if for any reason such designation is entirely ineffective, the amounts that otherwise would have been paid to the Beneficiary shall be paid to the Participant's estate as the alternate Beneficiary.
- (b) In the circumstance that designations are effective in part and ineffective in part, to the extent that a designation is effective, distribution shall be made so as to carry out as closely as discernable the intent of the Participant, with result that only to the extent that a designation is ineffective shall distribution instead be made to the Participant's estate as an alternate Beneficiary.

SECTION 7. CHANGE IN CONTROL DISTRIBUTIONS

- 7.1 Successors. Notwithstanding anything in this Plan to the contrary, upon the occurrence of a Change in Control, Participants shall have benefits determined and payable under the other provisions of this Plan only if and to the extent that the Company's successor following the Change of Control adopts the Plan.
- Amendment and Termination After Change in Control. Notwithstanding the foregoing, and subject to this Section 7, no amendment, modification or termination of the Plan may be made, and no Participants may be added to the Plan, upon or following a Change in Control if it would have the effect of reducing any benefits earned (including optional forms of distribution) prior to such Change in Control without the written consent of all of the Plan's Participants covered by the Plan at such time. In all events, however, the Company reserves the right to amend, modify or delete the provisions of this Section 7 at any time prior to a Change in Control, pursuant to a Board of Directors resolution adopted by a vote of two-thirds (2/3) of the Board of Directors members then serving on the Board of Directors.

SECTION 8. GENERAL PROVISIONS

- 8.1 <u>Contractual Obligation</u>. It is intended that the Corporation is under a contractual obligation to make payments from a Participant's account when due. Payment of account balances shall be made out of the general funds of the Corporation as determined by the Board without any restriction of the assets of the Corporation relative to the payment of such contractual obligations; the Plan is, and shall operate as, an unfunded plan.
- 8.2 <u>Unsecured Interest</u>. No Participant or Beneficiary shall have any interest whatsoever in any specific asset of the Corporation. To the extent that any person acquires a right to receive payment under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Corporation.
- 8.3 "Rabbi" Trust. In connection with this Plan, the Board has established a grantor trust (known as the "SCANA Corporation Executive Benefit Plan Trust" and referred to herein as the "Trust") for the purpose of accumulating funds to satisfy the obligations incurred by the Corporation under this Plan (and such other plans and arrangements as determined from time to time by the Corporation). At any time prior to a Change in Control, as that term is defined in such Trust, the Corporation may transfer assets to the Trust to satisfy all or part of the obligations incurred by the Corporation under this Plan, as determined in the sole discretion of the Committee, subject to the return of such assets to the Corporation at such time as determined in accordance with the terms of such Trust. Notwithstanding the establishment of the Trust, the right of any Participant to receive future payments under the Plan shall remain an unsecured claim against the general assets of the Corporation.

8.4 Employment/Participation Rights.

- (a) Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any Participant's employment at any time, nor confer upon any Participant any right to continue in the employ of the Company.
- (b) Nothing in the Plan shall be construed to be evidence of any agreement or understanding, express or implied, that the Company will continue to employ a Participant in any particular position or at any particular rate of remuneration.
- (c) No employee shall have a right to be selected as a Participant, or, having been so selected, to be selected again as a Participant.
- (d) Nothing in this Plan shall affect the right of a recipient to participate in and receive benefits under and in accordance with any pension, profit-sharing, deferred compensation or other benefit plan or program of the Company.

8.5 Nonalignation of Benefits.

- (a) No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or change, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or change the same shall be void; nor shall any such disposition be compelled by operation of law.
- (b) No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to benefits under the Plan.
- (c) If any Participant or Beneficiary hereunder should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber, or change any right or benefit hereunder, then such right or benefit shall, in the sole discretion of the Committee, cease, and the Committee shall direct in such event that the Corporation hold or apply the same or any part thereof for the benefit of the Participant or Beneficiary in such manner and in such proportion as the Committee may deem proper.
- 8.6 <u>Severability</u>. If any particular provision of the Plan shall be found to be illegal or unenforceable for any reason, the illegality or lack of enforceability of such provision shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if the illegal or unenforceable provision had not been included.
- 8.7 <u>No Individual Liability</u>. It is declared to be the express purpose and intention of the Plan that no liability whatsoever shall attach to or be incurred by the shareholders, officers, or directors of the Corporation or any representative appointed hereunder by the Corporation, under or by reason of any of the terms or conditions of the Plan.
- 8.8 <u>Applicable Law.</u> This Plan shall be governed by and construed in accordance with the laws of the State of South Carolina except to the extent governed by applicable federal law.

SECTION 9. PLAN ADMINISTRATION, AMENDMENT AND TERMINATION

- 9.1 <u>In General</u>. This Plan shall be administered by the Committee, which shall have the sole authority, in its sole discretion, to construe and interpret the terms and provisions of the Plan and determine the amount, manner and time of payment of any benefits hereunder. The Committee shall maintain records, make the requisite calculations and disburse payments hereunder, and its interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned. The Committee may adopt such rules as it deems necessary, desirable or appropriate in administering this Plan and the Committee may act at a meeting, in a writing without a meeting, or by having actions otherwise taken by a member of the Committee pursuant to a delegation of duties from the Committee.
- 9.2 <u>Claims Procedure</u>. Any person dissatisfied with the Committee's determination of a claim for benefits hereunder must file a written request for reconsideration with the Committee. This request must include a written explanation setting forth the specific reasons for such reconsideration. The Committee shall review its determination promptly and render a written decision with respect to the claim, setting forth the specific reasons for such denial written in a manner calculated to be understood by the claimant. Such claimant shall be given a reasonable time within which to comment, in writing, to the Committee with respect to such explanation. The Committee shall review its determination promptly and render a written decision with respect to the claim. Such decision upon matters within the scope of the authority of the Committee shall be conclusive, binding, and final upon all claimants under this Plan.
- 9.3 <u>Finality of Determination</u>. The determination of the Committee as to any disputed questions arising under this Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons.
- 9.4 <u>Delegation of Authority</u>. The Committee may, in its discretion, delegate its duties to an officer or other Employee of the Company, or to a committee composed of officers or Employees of the Company.
- 9.5 <u>Expenses</u>. The cost of payment from this Plan and the expenses of administering the Plan shall be borne by the Corporation.
- 9.6 <u>Tax Withholding</u>. The Corporation shall have the right to deduct from all payments made from the Plan any federal, state, or local taxes required by law to be withheld with respect to such payments.
- 9.7 <u>Incompetency</u>. Any person receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Committee receives written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian, conservator, statutory committee under the South Carolina Code of Laws, or other person legally vested with the care of his estate has been appointed. In the event that the Committee finds that any person to whom a benefit is payable under the Plan is unable to properly care for his

affairs, or is a minor, then any payment due (unless a prior claim therefor shall have been made by a duly appointed legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the Committee to have incurred expense for the care of such person otherwise entitled to payment.

In the event a guardian or conservator or statutory committee of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian or conservator or statutory committee provided that proper proof of appointment is furnished in a form and manner suitable to the Committee. Any payment made under the provisions of this Section 9.7 shall be a complete discharge of liability therefor under the Plan.

- 9.8 <u>Notice of Address</u>. Any payment made to a Participant or to his designated Beneficiary at the last known post office address of the distributee on file with the Corporation, shall constitute a complete acquittance and discharge to the Corporation and any director or officer with respect thereto, unless the Corporation shall have received prior written notice of any change in the condition or status of the distributee. Neither the Corporation nor any director or officer shall have any duty or obligation to search for or ascertain the whereabouts of the Participant or his designated Beneficiary.
- 9.9 <u>Amendment and Termination</u>. The Corporation expects the Plan to be permanent but, because future conditions affecting the Corporation cannot be anticipated or foreseen, the Corporation reserves the right to amend, modify, or terminate the Plan at any time by action of its Board.

SECTION 10. EXECUTION

IN WITNESS WHEREOF, the Corporation has caused this SCANA Corporation Short-Term Annual Incentive Plan to be executed by its duly authorized officer this 3157 day of December, 2009, to be effective as of the dates specified herein.

SCANA CORPORATION

By: X/Ludson

Title: VP- /+P

ATTEST:

Secretary

FINAL

SCANA CORPORATION SUPPLEMENTARY EXECUTIVE BENEFIT PLAN

(including amendments through December 31, 2009)

SCANA CORPORATION

SUPPLEMENTARY EXECUTIVE BENEFIT PLAN

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SCANA CORPORATION

SUPPLEMENTARY EXECUTIVE BENEFIT PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE

- 1.1 <u>Establishment and History of the Plan.</u> SCANA Corporation established a plan for certain executives to be known as the "SCANA Corporation Supplementary Executive Benefit Plan" (the "Plan"), effective as of July 1, 2001. The Plan was amended and restated, effective as of January 1, 2009, to comply with the requirements of Code Section 409A. The Plan is hereby amended and restated as provided herein, effective as of December 31, 2009, to remove references to the SCANA Corporation Executive Benefit Plan.
- 1.2 <u>Description of the Plan</u>. This Plan is intended to constitute a severance benefits plan which is unfunded and established primarily for the purpose of providing severance benefits for a select group of management or highly compensated employees.
- 1.3 <u>Purpose of the Plan</u>. The purpose of this Plan is to advance the interests of the Company by providing highly qualified Company executives and other key personnel with an assurance of equitable treatment in terms of compensation and economic security and to induce continued employment with the Company in the event of certain spin-offs, divestitures, or an acquisition or other Change in Control. The Corporation believes that an assurance of equitable treatment will enable valued executives and key personnel to maintain productivity and focus during a period of significant uncertainty inherent in such situations and that a severance compensation plan of this kind will aid the Company in attracting and retaining the highly qualified professionals who are essential to its success.

SECTION 2. DEFINITIONS

- 2.1 <u>Definitions</u>. Whenever used herein, the following terms shall have the meanings set forth below, unless otherwise expressly provided herein or unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:
- (a) "Agreement" means a contract between an Eligible Employee and the Company permitting the Eligible Employee to participate in the Plan and delineating the benefits (if any) that are to be provided to the Eligible Employee in lieu of or in addition to the benefits described under the terms of this Plan.
- (b) "Base Salary" means the base rate of compensation payable to a Participant as annual salary, not reduced by any pre-tax deferrals under any tax-qualified plan, non-qualified deferred compensation plan, qualified transportation fringe benefit plan under Code Section 132(f), or cafeteria plan under Section 125 maintained by the Company, but excluding amounts received or receivable under all incentive or other bonus plans.
- (c) "Beneficial Owner" shall have the meaning ascribed to such term in Rule 13d-3 of the General Rules and Regulations under the Exchange Act.
- (d) "Beneficiary" means any person or entity who, upon the Participant's death, is entitled to receive the Participant's benefits under the Plan in accordance with Section 5 hereof.
 - (e) "Board" means the Board of Directors of the Corporation.
- (f) "Change in Control" means a change in control of the Corporation of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, whether or not the Corporation is then subject to such reporting requirements; provided that, without limitation, such a Change in Control shall be deemed to have occurred if:
- (i) Any Person (as defined in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d)) is or becomes the Beneficial Owner, directly or indirectly, of twenty five percent (25%) or more of the combined voting power of the outstanding shares of capital stock of the Corporation;
- (ii) During any period of two (2) consecutive years (not including any period prior to December 18, 1996) there shall cease to be a majority of the Board comprised as follows: individuals who at the beginning of such period constitute the Board and any new director(s) whose election by the Board or nomination for election by the Corporation's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved;

- (iii) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting shares of capital stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting shares of capital stock of the surviving entity) at least eighty percent (80%) of the combined voting power of the voting shares of capital stock of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or the shareholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets; or
- (iv) The consummation of the sale of the stock of any subsidiary of the Corporation designated by the Board as a "Material Subsidiary;" or the shareholders of the Corporation approve a plan of complete liquidation of a Material Subsidiary or an agreement for the sale or disposition by the Corporation of all or substantially all of the assets of a Material Subsidiary; provided that any event described in this subsection shall represent a Change in Control only with respect to a Participant who has been exclusively assigned to the affected Material Subsidiary.
 - (g) "Code" means the Internal Revenue Code of 1986, as amended.
- (h) "<u>Committee</u>" means the Human Resources Committee of the Board. Any references in this Plan to the "Committee" shall be deemed to include references to the designee appointed by the Committee under Section 7.4.
- (i) "Company" means the Corporation and any subsidiaries of the Corporation and their successor(s) or assign(s) that adopt this Plan through execution of Agreements with any of their Employees or otherwise. When the term "Company" is used with respect to an individual Participant, it shall refer to the specific company at which the Participant is employed, unless otherwise required by the context.
- (j) "Corporation" means SCANA Corporation, a South Carolina corporation, or any successor thereto.
- (k) "Effective Date of Termination" means the date on which a Qualifying Termination occurs which triggers SEBP Benefits hereunder.
- (I) "Eligible Employee" means an Employee who is employed by the Company and who also serves as an officer of the Company excluding those officers who are employed at the level of Senior Vice-President or above.
- (m) "Employee" means a person who is actively employed by the Company and who falls under the usual common law rules applicable in determining the employer-employee relationship.

- (n) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- (o) "Good Reason" means, without the Participant's written consent, the occurrence after a Change in Control of the Company of any one or more of the following:
 - (i) A material diminution in the Participant's Base Salary;
- (ii) A material diminution in the Participant's authority, duties, or responsibilities;
- (iii) A material diminution in the authority, duties, or responsibilities of the supervisor to whom the Participant is required to report, including a requirement that the Participant report to a Company officer or Employee instead of reporting directly to the Board;
- (iv) A material diminution in the budget over which the Participant retains authority;
- (v) A material change in the geographic location at which the Participant must perform the services; and
- (vi) Any other action or inaction that constitutes a material breach by the Company of the agreement under which the Participant provides services.

In the event a successor company fails or refuses to assume the Company's obligations under this Plan on or before the effective date of a Change in Control, as required by Section 6.4 herein, or in the event the Company or a successor company breaches any provision of this Plan with respect to a Participant, such failure or breach shall be deemed to be a material breach with respect to each affected Participant.

A Participant's right to terminate his or her employment for Good Reason shall not be affected by his or her incapacity due to physical or mental illness. A Participant's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason herein.

- (p) "Just Cause" means any one or more of the following:
- (i) Willful and continued failure by a Participant to substantially perform his or her duties with the Company (other than any such failure resulting from a Qualifying Termination), after a demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes that the Participant has not substantially performed his/her duties, and the Participant has failed to resume substantial performance of his/her duties on a continuous basis within fourteen (14) days of receiving such demand;

- (ii) The willful engaging by a Participant in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; or
- (iii) A Participant's conviction of a felony or conviction of a misdemeanor which impairs his/her ability substantially to perform his/her duties with the Company.

For purposes of this Section 2.1(p), no act, or failure to act, on a Participant's part shall be deemed "willful" unless done, or omitted to be done, by a Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Company.

- (q) "Participant" means any Eligible Employee who is participating in the Plan in accordance with the provisions herein set forth.
- (r) "Potential Change in Control" means and includes the event of any one or more of the following occurrences:
- (i) The Corporation enters into an agreement, the consummation of which would result in the occurrence of a Change in Control of the Corporation;
- (ii) Any person including the Corporation publicly announces an intention to take or to consider taking actions which the Committee reasonably believes if consummated, would constitute a Change of Control of the Corporation;
- (iii) Any person, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation (or corporation owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation), becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation representing eight and one-half percent (8.5%) or more of the combined voting power of the Corporation's then outstanding securities;
- (iv) The filing of an application by a third party with the Securities and Exchange Commission under Section 9(a)(2) of the 1935 Act for authorization to acquire shares so as to hold, own or control, directly or indirectly, five percent (5%) or more of the voting stock of the Corporation; or
- (v) The Board adopts a resolution to the effect that for purposes of the SCANA Corporation Executive Benefit Plan Trust and affected plans, a Potential Change in Control has occurred.
- (s) "Qualifying Termination" means any of the events described in Section 4.2 herein, the occurrence of which triggers the payment of SEBP Benefits hereunder.

- (t) "Retirement" means the retirement of a Participant at the "normal retirement age," as defined in the SCANA Corporation Retirement Plan or in accordance with any retirement arrangement established with the Participant's consent with respect to the Participant.
 - (u) "SEBP Benefit" means the benefits as provided in Section 4.3 herein.
 - (v) "Total and Permanent Disability" means a physical or mental condition which:
- (i) Renders a Participant unable to discharge his/her normal work responsibility with the Company and which, in the opinion of a licensed physician selected by the Participant, based upon significant medical evidence, can be reasonably expected to continue for a period of at least one (1) year; or
- (ii) Causes a Participant to be absent from the full-time performance of his/her duties with the Company for six (6) consecutive months and, within thirty (30) days after the Company delivers to the Participant written notice of termination, the Participant does not return to the full-time performance of his/her duties.
- 2.2 <u>Gender and Number</u>. Except when otherwise indicated by the context, any masculine terminology used herein also shall include the feminine and the feminine shall include the masculine, and the use of any term herein in the singular may also include the plural and the plural shall include the singular.

SECTION 3. ELIGIBILITY AND PARTICIPATION

- 3.1 <u>Eligibility</u>. An individual is eligible to participate in the Plan after becoming an Eligible Employee of the Company.
- 3.2 <u>Termination of Participation</u>. A Participant in this Plan under Section 3.1 shall remain covered hereunder until the earliest of (i) the date the Participant is notified, in a writing signed by the Corporation's Chief Executive Officer, that the Participant is no longer covered by the provisions of this Plan; or (ii) the date upon which the Participant's employment terminates for any reason, provided, however, the Participant shall remain covered under the Plan after termination of employment so long as any benefits are payable from this Plan; or (iii) the date of termination of the Plan, provided, however, the Plan shall remain in effect with respect to the Participant so long as any benefits are payable to the Participant from this Plan.

SECTION 4. BENEFITS

- 4.1 <u>Right to SEBP Benefits</u>. A Participant shall be entitled to receive from the Corporation SEBP Benefits as described in Section 4 herein, if there has been a Change in Control and if, within twenty-four (24) calendar months thereafter, the Participant's employment with the Company shall end for any reason specified in Section 4.2 herein as being a Qualifying Termination. The amount of all SEBP Benefits described in Section 4 herein shall be calculated by the Committee in its sole discretion.
- 4.2 <u>Qualifying Termination</u>. Subject to the terms of this Plan, the occurrence of any one (1) of the following events within twenty-four (24) calendar months after a Change in Control shall trigger the payment of SEBP Benefits under this Plan:
- (a) An involuntary termination of a Participant's employment with the Company without Just Cause; or
- (b) A voluntary termination of a Participant's employment with the Company for Good Reason, provided the Notice of Termination required under Section 4.7 has been communicated timely.

A termination of a Participant's employment with the Company by reason of death, Total and Permanent Disability, Retirement, a voluntary termination by the Participant without Good Reason, or an involuntary termination by the Company for Just Cause shall not entitle a Participant to receive SEBP Benefits hereunder.

Notwithstanding the above, a Participant shall not be considered to have terminated his/her employment solely by reason of his/her transfer to a corporation whose stock was acquired from the Company in a transaction intended to qualify for tax-free treatment under Section 355 of the Code.

- 4.3 <u>Description of SEBP Benefits</u>. If a Participant becomes entitled to receive SEBP Benefits, the Corporation shall pay to, and provide, such Participant with the following benefits:
- (a) An amount intended to approximate two (2) times the sum of: (i) the Participant's annual Base Salary in effect as of the Change in Control, and (ii) the Participant's full targeted annual incentive opportunity in effect as of the Change in Control; and
- (b) An amount equal to the total cost of coverage for medical coverage, long-term disability coverage, and LifePlus or other life insurance coverage, so as to provide substantially the same level of coverage and benefits enjoyed as if the Participant continued to be an employee of the Company for two (2) full years after the effective date of the Change in Control.

- 4.4 <u>Termination for Total and Permanent Disability</u>. Following a Change in Control of the Corporation, if a Participant's employment is terminated due to Total and Permanent Disability, the Participant shall receive his Base Salary, through the Effective Date of Termination, at which point in time the Participant's benefits shall be determined in accordance with the Company's retirement, insurance, and other applicable plans and programs of the Company then in effect.
- 4.5 <u>Termination for Retirement or Death.</u> Following a Change in Control of the Corporation, if a Participant's employment is terminated by reason of his Retirement or death, the Participant's benefits shall be determined in accordance with the Company's retirement, survivor's benefits, insurance, and other applicable plans and programs of the Company then in effect.
- 4.6 Termination for Cause or by Participant Other Than for Good Reason. Following a Change in Control of the Company, if a Participant's employment is terminated either (i) by the Company for Just Cause; or (ii) by the Participant other than for Good Reason, the Company shall pay the Participant his/her full Base Salary and accrued vacation through the Effective Date of Termination, at the rate then in effect, plus all other amounts to which the Participant is entitled under any compensation plan of the Company, at the time such payments are due, and the Company shall have no further obligations to the Participant under this Plan.
- 4.7 Notice of Termination. Any Qualifying Termination shall be communicated by Notice of Termination from the party initiating the termination to the other party. For purposes of this Plan, a "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Plan relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated, so as to entitle the Participant to benefits. No Qualifying Termination under Section 4.2(b) shall be deemed to have occurred unless the Participant has given Notice of Termination to the Company specifying the Good Reason event relied upon for such termination within 90 days after the initial occurrence of such event following the Change in Control, and the Company has not remedied such within 30 days of receipt of such Notice.
- 4.8 Participant's Obligations. Subject to the terms and conditions of this Plan, in the event of a Potential Change in Control of the Company, each Participant is required to remain with the Company until the earliest of (i) a date which is six (6) months after the occurrence of such Potential Change in Control of the Company; or (ii) a termination by a Participant of the Participant's employment by reason of Total and Permanent Disability or Retirement; or (iii) the occurrence of a Change in Control of the Company.
- 4.9 <u>Termination for Just Cause</u>. Nothing in this Plan shall be construed to prevent the Company from terminating a Participant's employment for Just Cause. In such case, no SEBP Benefits shall be payable to the Participant under this Plan.

- 4.10 Form and Timing of SEBP Benefits. A Participant's SEBP Benefits shall be paid in the form of a single lump sum cash payment as soon as practicable following the Effective Date of Termination, but in no event beyond thirty (30) days from such date.
- 4.11 <u>Benefits Under Other Plans</u>. Any other amounts due the Participant or his Beneficiary under the terms of any other Company plans or programs are in addition to the payments under this Plan.

SECTION 5. BENEFICIARY DESIGNATION

Designation of Beneficiary. A Participant shall designate a Beneficiary or Beneficiaries who, upon the Participant's death, are to receive the amounts that otherwise would have been paid to the Participant. All designations shall be in writing and signed by the Participant. The designation shall be effective only if and when delivered to the Corporation during the lifetime of the Participant. The Participant also may change his Beneficiary or Beneficiaries by a signed, written instrument delivered to the Corporation. The payment of amounts shall be in accordance with the last unrevoked written designation of Beneficiary that has been signed and delivered to the Corporation. All Beneficiary designations shall be addressed to the Secretary of SCANA Corporation and delivered to his office.

5.2 Death of Beneficiary.

- (a) In the event that the Beneficiaries named in Section 5.1 predecease the Participant, the amounts that otherwise would have been paid to said Beneficiaries shall, where the designation fails to redirect to alternate Beneficiaries in such circumstance, be paid to the Participant's estate as the alternate Beneficiary.
- (b) In the event that two or more Beneficiaries are named, and one or more but less than all of such Beneficiaries predecease the Participant, each surviving Beneficiary shall receive any dollar amount or proportion of funds designated or indicated for him per the designation under Section 5.1, and the dollar amount or designated or indicated share of each predeceased Beneficiary which the designation fails to redirect to an alternate Beneficiary in such circumstance shall be paid to the Participant's estate as an alternate Beneficiary.

5.3 Ineffective Designation.

- (a) In the event the Participant does not designate a Beneficiary, or if for any reason such designation is entirely ineffective, the amounts that otherwise would have been paid to the Beneficiary shall be paid to the Participant's estate as the alternate Beneficiary.
- (b) In the circumstance that designations are effective in part and ineffective in part, to the extent that a designation is effective, distribution shall be made so as to carry out as closely as discernable the intent of the Participant, with result that only to the extent that a designation is ineffective shall distribution instead be made to the Participant's estate as an alternate Beneficiary.

SECTION 6. GENERAL PROVISIONS

- 6.1 <u>Contractual Obligation</u>. It is intended that the Corporation is under a contractual obligation to make payments of a Participant's SEBP Benefits when due. Payment of SEBP Benefits shall be made out of the general funds of the Corporation as determined by the Board without any restriction of the assets of the Corporation relative to the payment of such contractual obligations; the Plan is, and shall operate as, an unfunded plan.
- 6.2 <u>Unsecured Interest</u>. No Participant or Beneficiary shall have any interest whatsoever in any specific asset of the Corporation. To the extent that any person acquires a right to receive payment under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Corporation.
- 6.3 "Rabbi" Trust. In connection with this Plan, the Board has established a grantor trust (known as the "SCANA Corporation Executive Benefit Plan Trust" and referred to herein as the "Trust") for the purpose of accumulating funds to satisfy the obligations incurred by the Corporation under this Plan (and such other plans and arrangements as determined from time to time by the Corporation). At any time prior to a Change in Control, as that term is defined in such Trust, the Corporation may transfer assets to the Trust to satisfy all or part of the obligations incurred by the Corporation under this Plan, as determined in the sole discretion of the Committee, subject to the return of such assets to the Corporation at such time as determined in accordance with the terms of such Trust. Notwithstanding the establishment of the Trust, the right of any Participant to receive future payments under the Plan shall remain an unsecured claim against the general assets of the Corporation.
- 6.4 <u>Successors</u>. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) of all or substantially all of the business and/or assets of the Company or of any division or subsidiary thereof to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

6.5 Employment/Participation Rights.

- (a) Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any Participant's employment at any time, nor confer upon any Participant any right to continue in the employ of the Company.
- (b) Nothing in the Plan shall be construed to be evidence of any agreement or understanding, express or implied, that the Company will continue to employ a Participant in any particular position or at any particular rate of remuneration.
- (c) No employee shall have a right to be selected as a Participant, or, having been so selected, to be selected again as a Participant.

- (d) Nothing in this Plan shall affect the right of a recipient to participate in and receive benefits under and in accordance with any pension, profit-sharing, deferred compensation or other benefit plan or program of the Company.
- (e) Participation in this Plan shall constitute the entire agreement between the Company and each Participant and shall supersede those provisions of any employment agreement with the Company affecting a Participant's rights to receive benefits as a result of his/her termination of employment within twenty-four (24) months following a Change in Control of the Company. In all other respects, any employment agreement shall continue in full force and effect.

6.6 Nonalienation of Benefits.

- (a) No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or change, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or change the same shall be void; nor shall any such disposition be compelled by operation of law.
- (b) No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to benefits under the Plan.
- (c) If any Participant or Beneficiary hereunder should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber, or change any right or benefit hereunder, then such right or benefit shall, in the discretion of the Committee, cease, and the Committee shall direct in such event that the Corporation hold or apply the same or any part thereof for the benefit of the Participant or Beneficiary in such manner and in such proportion as the Committee may deem proper.
- 6.7 <u>Severability</u>. If any particular provision of the Plan shall be found to be illegal or unenforceable for any reason, the illegality or lack of enforceability of such provision shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if the illegal or unenforceable provision had not been included.
- 6.8 <u>No Individual Liability</u>. It is declared to be the express purpose and intention of the Plan that no liability whatsoever shall attach to or be incurred by the shareholders, officers, or directors of the Corporation or any representative appointed hereunder by the Corporation, under or by reason of any of the terms or conditions of the Plan.
- 6.9 <u>Applicable Law.</u> This Plan shall be governed by and construed in accordance with the laws of the State of South Carolina except to the extent governed by applicable federal law.
- 6.10 <u>Legal Fees and Expenses</u>. The Company shall pay all legal fees, costs of litigation, and other expenses incurred in good faith by each Participant as a result of the Company's refusal to provide

the SEBP Benefits to which the Participant becomes entitled under this Plan, or as a result of the Company's contesting the validity, enforceability, or interpretation of the Plan.

Arbitration. Each Participant shall have the right and option to elect (in lieu of litigation) to have any dispute or controversy arising under or in connection with the Plan settled by arbitration, conducted before a panel of three (3) arbitrators sitting in a location selected by the Participant within fifty (50) miles from the location of his or her job, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. All expenses of such arbitration, including the fees and expenses of the counsel for the Participant, shall be borne by the Company.

SECTION 7. PLAN ADMINISTRATION, AMENDMENT AND TERMINATION

- 7.1 <u>In General</u>. This Plan shall be administered by the Committee, which shall have the sole authority, in its discretion, to construe and interpret the terms and provisions of the Plan and determine the amount, manner and time of payment of any benefits hereunder. The Committee shall maintain records, make the requisite calculations and disburse payments hereunder, and its interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned. The Committee may adopt such rules as it deems necessary, desirable or appropriate in administering this Plan and the Committee may act at a meeting, in a writing without a meeting, or by having actions otherwise taken by a member of the Committee pursuant to a delegation of duties from the Committee.
- 7.2 <u>Claims Procedure</u>. Any person dissatisfied with the Committee's determination of a claim for benefits hereunder must file a written request for reconsideration with the Committee. This request must include a written explanation setting forth the specific reasons for such reconsideration. The Committee shall review its determination promptly and render a written decision with respect to the claim, setting forth the specific reasons for such denial written in a manner calculated to be understood by the claimant. Such claimant shall be given a reasonable time within which to comment, in writing, to the Committee with respect to such explanation. The Committee shall review its determination promptly and render a written decision with respect to the claim. Such decision upon matters within the scope of the authority of the Committee shall be conclusive, binding, and final upon all claimants under this Plan.
- 7.3 <u>Finality of Determination</u>. The determination of the Committee as to any disputed questions arising under this Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons.
- 7.4 <u>Delegation of Authority</u>. The Committee may, in its discretion, delegate its duties to an officer or other employee of the Company, or to a committee composed of officers or employees of the Company.
- 7.5 Expenses. The cost of payment from this Plan and the expenses of administering the Plan shall be borne by the Corporation.
- 7.6 <u>Tax Withholding</u>. The Corporation shall have the right to deduct from all payments made from the Plan any federal, state, or local taxes required by law to be withheld with respect to such payments.
- 7.7 <u>Incompetency</u>. Any person receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Committee receives written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian, conservator, statutory committee under the South Carolina Code of Laws, or other person legally vested with the care of his estate has been appointed. In the event that the Committee finds

that any person to whom a benefit is payable under the Plan is unable to properly care for his affairs, or is a minor, then any payment due (unless a prior claim therefor shall have been made by a duly appointed legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the Committee to have incurred expense for the care of such person otherwise entitled to payment.

In the event a guardian or conservator or statutory committee of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian or conservator or statutory committee provided that proper proof of appointment is furnished in a form and manner suitable to the Committee. Any payment made under the provisions of this Section 7.7 shall be a complete discharge of liability therefor under the Plan.

- 7.8 Notice of Address. Any payment made to a Participant or his designated Beneficiary at the last known post office address of the distributee on file with the Corporation, shall constitute a complete acquittance and discharge to the Corporation and any director or officer with respect thereto, unless the Corporation shall have received prior written notice of any change in the condition or status of the distributee. Neither the Corporation nor any director or officer shall have any duty or obligation to search for or ascertain the whereabouts of the Participant or his designated Beneficiary.
- 7.9 Amendment and Termination. The Corporation expects the Plan to be permanent, but since future conditions affecting the Corporation cannot be anticipated or foreseen, the Corporation reserves the right to amend, modify, or terminate the Plan at any time by action of its Board at any time prior to a Change in Control, pursuant to a Board resolution adopted by a vote of two-thirds (2/3) of the Board members then serving on the Board. Upon any such amendment, and except as provided hereunder upon the occurrence of a Change in Control, each Participant and his Beneficiary(ies) shall only be entitled to such benefits as determined by the Board pursuant to such amendment. Upon any such termination, and except as provided hereunder upon the occurrence of a Change in Control, no Participant or Beneficiary(ies) shall be entitled to any further benefits hereunder, unless determined otherwise by the Board, in its sole discretion. Notwithstanding the foregoing, however: (a) in the event a Change in Control occurs during the term of the Plan, this Plan will remain in effect until all benefits have been paid to all Participants existing at the time of the Change in Control; and (b) no amendment, modification or termination of the Plan may be made, and no Participants may be added to the Plan, upon or following a Change in Control without the express written consent of all of the Plan's Participants covered by the Plan at such time.

SECTION 8. EXECUTION

IN WITNESS WHEREOF, the Corporation has caused this amended and restated SCANA
Corporation Supplementary Executive Benefit Plan to be executed by its duly authorized officer this
313T day of December, 2009, to be effective as of the dates specified herein.
SCANA CORPORATION

ATTEST:

Secretary

FINAL

SCANA CORPORATION

SUPPLEMENTARY KEY EXECUTIVE SEVERANCE BENEFITS PLAN

(including amendments through December 31, 2009)

SCANA CORPORATION

SUPPLEMENTARY KEY EXECUTIVE SEVERANCE BENEFITS PLAN

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SCANA CORPORATION

SUPPLEMENTARY KEY EXECUTIVE SEVERANCE BENEFITS PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE

- 1.1 Establishment and History of the Plan. SCANA Corporation established, effective as of October 21, 1997, a severance plan for certain senior executives known as the "SCANA Corporation Supplementary Key Executive Severance Benefits Plan" (the "Plan"). Effective as of January 1, 2007, the Plan was amended and restated to reflect various changes in the manner in which the benefits under the Plan are calculated and other administrative changes. Effective January 1, 2009, the Plan was amended and restated to comply with the requirements of Code Section 409A. Effective December 31, 2009, the Plan is amended and restated to remove references to the SCANA Corporation Key Executive Severance Benefits Plan.
- 1.2 <u>Description of the Plan</u>. This Plan is intended to constitute a severance benefits plan which is unfunded and established primarily for the purpose of providing severance benefits for a select group of management or highly compensated employees.
- 1.3 Purpose of the Plan. The purpose of this Plan is to advance the interests of the Company by providing highly qualified Company executives and other key personnel with an assurance of equitable treatment in terms of compensation and economic security and to induce continued employment with the Company in the event of certain spin-offs, divestitures, or an acquisition or other Change in Control. The Corporation believes that an assurance of equitable treatment will enable valued executives and key personnel to maintain productivity and focus during a period of significant uncertainty inherent in such situations and that a severance compensation plan of this kind will aid the Company in attracting and retaining the highly qualified professionals who are essential to its success.

SECTION 2. DEFINITIONS

- 2.1 <u>Definitions</u>. Whenever used herein, the following terms shall have the meanings set forth below, unless otherwise expressly provided herein or unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:
- (a) "Agreement" means a contract between an Eligible Employee and the Company permitting the Eligible Employee to participate in the Plan and delineating the benefits (if any) that are to be provided to the Eligible Employee in lieu of or in addition to the benefits described under the terms of this Plan.
- (b) "Base Salary" means the base rate of compensation payable to a Participant as annual salary, not reduced by any pre-tax deferrals under any tax-qualified plan, non-qualified deferred compensation plan, qualified transportation fringe benefit plan under Code Section 132(f), or cafeteria plan under Section 125 maintained by the Company, but excluding amounts received or receivable under all incentive or other bonus plans.
- (c) "Beneficial Owner" shall have the meaning ascribed to such term in Rule 13d-3 of the General Rules and Regulations under the Exchange Act.
- (d) "Beneficiary" means any person or entity who, upon the Participant's death, is entitled to receive the Participant's benefits under the Plan in accordance with Section 5 hereof.
 - (e) "Board" means the Board of Directors of the Corporation.
- (f) "Change in Control" means a change in control of the Corporation of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, whether or not the Corporation is then subject to such reporting requirements; provided that, without limitation, such a Change in Control shall be deemed to have occurred if:
- (i) Any Person (as defined in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d)) is or becomes the Beneficial Owner, directly or indirectly, of twenty five percent (25%) or more of the combined voting power of the outstanding shares of capital stock of the Corporation;
- (ii) During any period of two (2) consecutive years (not including any period prior to December 18, 1996) there shall cease to be a majority of the Board comprised as follows: individuals who at the beginning of such period constitute the Board and any new director(s) whose election by the Board or nomination for election by the Corporation's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved;

- (iii) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting shares of capital stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting shares of capital stock of the surviving entity) at least eighty percent (80%) of the combined voting power of the voting shares of capital stock of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or the shareholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets; or
- (iv) The consummation of the sale of the stock of any subsidiary of the Corporation designated by the Board as a "Material Subsidiary;" or the shareholders of the Corporation approve a plan of complete liquidation of a Material Subsidiary or an agreement for the sale or disposition by the Corporation of all or substantially all of the assets of a Material Subsidiary; provided that any event described in this subsection shall represent a Change in Control only with respect to a Participant who has been exclusively assigned to the affected Material Subsidiary.
 - (g) "Code" means the Internal Revenue Code of 1986, as amended.
- (h) "Committee" means the Human Resources Committee of the Board. Any references in this Plan to the "Committee" shall be deemed to include references to the designee appointed by the Committee under Section 7.4.
- (i) "Company" means the Corporation and any subsidiaries of the Corporation and their successor(s) or assign(s) that adopt this Plan through execution of Agreements with any of their Employees or otherwise. When the term "Company" is used with respect to an individual Participant, it shall refer to the specific company at which the Participant is employed, unless otherwise required by the context.
- (j) "Corporation" means SCANA Corporation, a South Carolina corporation, or any successor thereto.
- (k) "Effective Date of Termination" means the date on which a Qualifying Termination occurs which triggers SKESBP Benefits hereunder.
- (I) "<u>Eligible Employee</u>" means an Employee who is employed by the Company and who also serves as an officer of the Company at the level of Senior Vice-President or above.

- (m) "Employee" means a person who is actively employed by the Company and who falls under the usual common law rules applicable in determining the employer-employee relationship.
 - (n) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- (o) "Good Reason" means, without the Participant's written consent, the occurrence after a Change in Control of the Company of any one or more of the following:
 - (i) A material diminution in the Participant's Base Salary;
- (ii) A material diminution in the Participant's authority, duties, or responsibilities;
- (iii) A material diminution in the authority, duties, or responsibilities of the supervisor to whom the Participant is required to report, including a requirement that the Participant report to a Company officer or Employee instead of reporting directly to the Board;
- (iv) A material diminution in the budget over which the Participant retains authority;
- (v) A material change in the geographic location at which the Participant must perform the services; and
- (vi) Any other action or inaction that constitutes a material breach by the Company of the agreement under which the Participant provides services.

In the event a successor company fails or refuses to assume the Company's obligations under this Plan on or before the effective date of a Change in Control, as required by Section 6.4 herein, or in the event the Company or a successor company breaches any provision of this Plan with respect to a Participant, such failure or breach shall be deemed to be a material breach with respect to each affected Participant.

A Participant's right to terminate his or her employment for Good Reason shall not be affected by his or her incapacity due to physical or mental illness. A Participant's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason herein.

- (p) "Just Cause" means any one or more of the following:
- (i) Willful and continued failure by a Participant to substantially perform his or her duties with the Company (other than any such failure resulting from a Qualifying Termination), after a demand for substantial performance is delivered to the Participant that specifically identifies

the manner in which the Company believes that the Participant has not substantially performed his/her duties, and the Participant has failed to resume substantial performance of his/her duties on a continuous basis within fourteen (14) days of receiving such demand;

- (ii) The willful engaging by a Participant in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; or
- (iii) A Participant's conviction of a felony or conviction of a misdemeanor which impairs his/her ability substantially to perform his/her duties with the Company.

For purposes of this Section 2.1(p), no act, or failure to act, on a Participant's part shall be deemed "willful" unless done, or omitted to be done, by a Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Company.

- (q) "Participant" means any Eligible Employee who is participating in the Plan in accordance with the provisions herein set forth.
- (r) "Potential Change in Control" means and includes the event of any one or more of the following occurrences:
- (i) The Corporation enters into an agreement, the consummation of which would result in the occurrence of a Change in Control of the Corporation;
- (ii) Any person including the Corporation publicly announces an intention to take or to consider taking actions which the Committee reasonably believes if consummated, would constitute a Change of Control of the Corporation;
- (iii) Any person, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation (or corporation owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation), becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation representing eight and one-half percent (8.5%) or more of the combined voting power of the Corporation's then outstanding securities;
- (iv) The filing of an application by a third party with the Securities and Exchange Commission under Section 9(a)(2) of the 1935 Act for authorization to acquire shares so as to hold, own or control, directly or indirectly, five percent (5%) or more of the voting stock of the Corporation; or
- (v) The Board adopts a resolution to the effect that for purposes of the SCANA Corporation Executive Benefit Plan Trust and affected plans, a Potential Change in Control has occurred.

- (s) "Qualifying Termination" means any of the events described in Section 4.2 herein, the occurrence of which triggers the payment of SKESBP Benefits hereunder.
- (t) "Retirement" means the retirement of a Participant at the "normal retirement age," as defined in the SCANA Corporation Retirement Plan or in accordance with any retirement arrangement established with the Participant's consent with respect to the Participant.
 - (u) "SKESBP Benefit" means the benefits as provided in Section 4.3 herein.
 - (v) "Total and Permanent Disability" means a physical or mental condition which:
- (i) Renders a Participant unable to discharge his/her normal work responsibility with the Company and which, in the opinion of a licensed physician selected by the Participant, based upon significant medical evidence, can be reasonably expected to continue for a period of at least one (1) year; or
- (ii) Causes a Participant to be absent from the full-time performance of his/her duties with the Company for six (6) consecutive months and, within thirty (30) days after the Company delivers to the Participant written notice of termination, the Participant does not return to the full-time performance of his/her duties.
- 2.2 Gender and Number. Except when otherwise indicated by the context, any masculine terminology used herein also shall include the feminine and the feminine shall include the masculine, and the use of any term herein in the singular may also include the plural and the plural shall include the singular.

SECTION 3. ELIGIBILITY AND PARTICIPATION

- 3.1 <u>Eligibility</u>. An individual is eligible to participate in the Plan after becoming an Eligible Employee of the Company.
- 3.2 <u>Termination of Participation</u>. A Participant in this Plan under Section 3.1 shall remain covered hereunder until the earliest of (i) the date the Participant is notified, in a writing signed by the Corporation's Chief Executive Officer, that the Participant is no longer covered by the provisions of this Plan; or (ii) the date upon which the Participant's employment terminates for any reason, provided, however, the Participant shall remain covered under the Plan after termination of employment so long as any benefits are payable from this Plan; or (iii) the date of termination of the Plan, provided, however, the Plan shall remain in effect with respect to the Participant so long as any benefits are payable to the Participant from this Plan.

SECTION 4. BENEFITS

- 4.1 <u>Right to SKESBP Benefits</u>. A Participant shall be entitled to receive from the Corporation SKESBP Benefits as described in Section 4 herein, if there has been a Change in Control and if, within twenty-four (24) calendar months thereafter, the Participant's employment with the Company shall end for any reason specified in Section 4.2 herein as being a Qualifying Termination. The amount of all SKESBP Benefits described in Section 4 herein shall be calculated by the Committee in its sole discretion.
- 4.2 <u>Qualifying Termination</u>. Subject to the terms of this Plan, the occurrence of any one (1) of the following events within twenty-four (24) calendar months after a Change in Control shall trigger the payment of SKESBP Benefits under this Plan:
- (a) An involuntary termination of a Participant's employment with the Company without Just Cause; or
- (b) A voluntary termination of a Participant's employment with the Company for Good Reason, provided the Notice of Termination required under Section 4.7 has been communicated timely.

A termination of a Participant's employment with the Company by reason of death, Total and Permanent Disability, Retirement, a voluntary termination by the Participant without Good Reason, or an involuntary termination by the Company for Just Cause shall not entitle a Participant to receive SKESBP Benefits hereunder.

Notwithstanding the above, a Participant shall not be considered to have terminated his/her employment solely by reason of his/her transfer to a corporation whose stock was acquired from the Company in a transaction intended to qualify for tax-free treatment under Section 355 of the Code.

- 4.3 <u>Description of SKESBP Benefits</u>. If a Participant becomes entitled to receive SKESBP Benefits, the Corporation shall pay to, and provide, such Participant with the following benefits:
- (a) An amount intended to approximate two and one-half (2.5) times the sum of: (i) the Participant's annual Base Salary in effect as of the Change in Control, and (ii) the Participant's full targeted annual incentive opportunity in effect as of the Change in Control;
- (b) An amount equal to the Participant's full targeted annual incentive opportunity in effect under each existing annual incentive plan or program for the year in which the Change in Control occurs:
- (c) If the Participant's benefit under the SCANA Corporation Supplemental Executive Retirement Plan is determined using the final average pay formula under the SCANA Corporation

Retirement Plan, an amount equal to the present lump sum value (determined using a reasonable interest rate determined by the Committee or its designée) of the actuarial equivalent of the Participant's accrued benefit under the SCANA Corporation Retirement Plan and the SCANA Corporation Supplemental Executive Retirement Plan through the date of the Change in Control, calculated (in each case to the extent applicable to calculating the Participant's benefit):

- (i) as though the Participant had attained age 65 and completed 35 years of benefit service as of the date of the Change in Control; and
- (ii) as if the Participant's "Final Average Earnings" under the SCANA Corporation Retirement Plan equaled the amount determined after applying cost-of-living increases (as determined by the Committee or its designee) to the Participant's annual base salary from the date of the Change in Control until the date the Participant would reach age 65; and
- (iii) without regard to any early retirement or other actuarial reductions otherwise provided in any such plan.

which benefit shall be offset by the actuarial equivalent of the Participant's benefit provided by the SCANA Corporation Retirement Plan and the Participant's benefit under the SCANA Corporation Supplemental Executive Retirement Plan. For purposes of calculating the foregoing benefits, "actuarial equivalent" shall be determined using the same methods and assumptions in effect under the SCANA Corporation Retirement Plan, or any applicable individual Participant agreement, immediately prior to the Change in Control;

- (d) If the Participant's benefit under the SCANA Corporation Supplemental Executive Retirement Plan is determined using the cash balance formula under the SCANA Corporation Retirement Plan, an amount equal to the Participant's benefit, if any, under the SCANA Corporation Supplemental Executive Retirement Plan (the Participant's SERP cash balance account), determined prior to any offset for amounts payable under the SCANA Corporation Retirement Plan, and calculated as of the date of the Change in Control, increased by the amount under (i) and reduced by the amounts under (ii) and (iii):
- (i) an amount equal to the present value of the additional projected pay credits and periodic interest credits to which the Participant would otherwise become entitled under the terms of the SCANA Corporation Retirement Plan (disregarding any Code limitations affecting the amount of benefits that may be provided under such plan) assuming that (A) the Participant remained employed through the date the Participant would have attained age 65, (B) the rate of interest used in determining the periodic interest credits shall remain unchanged from the rate in effect immediately prior to the Change in Control to the date the Participant would have attained age 65, and (C) the relevant salary increase and Social Security wage base assumptions set forth in the SCANA Corporation Retirement Plan shall apply from the date of the Change in Control to the date the Participant would have attained age 65.

- (ii) an amount equal to the Participant's cash balance account under the SCANA Corporation Retirement Plan as of the date of the Change in Control.
- (iii) an amount equal to the Participant's benefit under the SCANA Corporation Supplemental Executive Retirement Plan.

For purposes of calculating the foregoing amounts, "present value" shall be determined using the same methods and assumptions in effect under the SCANA Corporation Retirement Plan, immediately prior to the Change in Control.

- (e) An amount equal to the value of the amounts credited on the Participant's behalf under the SCANA Corporation Executive Deferred Compensation Plan as of the date of the Change in Control, plus interest on such amounts at a rate equal to the sum of the prime interest rate as published in the Wall Street Journal on the most recent publication date that precedes the date of the Change in Control plus three percent (3%), with the total benefit amount calculated through the end of the month prior to the month such amounts are distributed to the Participant. Such amount shall be reduced, but not below zero, by the value of the Participant's benefit under the SCANA Corporation Executive Deferred Compensation Plan as of the date of the Change in Control; and
- (f) An amount equal to the total cost of coverage for medical coverage, long-term disability coverage, and LifePlus or other life insurance coverage, so as to provide substantially the same level of coverage and benefits enjoyed as if the Participant continued to be an employee of the Company for three (3) full years after the effective date of the Change in Control.
- 4.4 <u>Termination for Total and Permanent Disability</u>. Following a Change in Control of the Corporation, if a Participant's employment is terminated due to Total and Permanent Disability, the Participant shall receive his Base Salary, through the Effective Date of Termination, at which point in time the Participant's benefits shall be determined in accordance with the Company's retirement, insurance, and other applicable plans and programs of the Company then in effect.
- 4.5 <u>'Termination for Retirement or Death.</u> Following a Change in Control of the Corporation, if a Participant's employment is terminated by reason of his Retirement or death, the Participant's benefits shall be determined in accordance with the Company's retirement, survivor's benefits, insurance, and other applicable plans and programs of the Company then in effect.
- 4.6 <u>Termination for Cause or by Participant Other Than for Good Reason</u>. Following a Change in Control of the Company, if a Participant's employment is terminated either (i) by the Company for Just Cause; or (ii) by the Participant other than for Good Reason, the Company shall pay the Participant his/her full Base Salary and accrued vacation through the Effective Date of Termination, at the rate then in effect, plus all other amounts to which the Participant is entitled under any

compensation plan of the Company, at the time such payments are due, and the Company shall have no further obligations to the Participant under this Plan.

- 4.7 <u>Notice of Termination</u>. Any Qualifying Termination shall be communicated by Notice of Termination from the party initiating the termination to the other party. For purposes of this Plan, a "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Plan relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated, so as to entitle the Participant to benefits. No Qualifying Termination under Section 4.2(b) shall be deemed to have occurred unless the Participant has given Notice of Termination to the Company specifying the Good Reason event relied upon for such termination within 90 days after the initial occurrence of such event following the Change in Control, and the Company has not remedied such within 30 days of receipt of such Notice.
- 4.8 Participant's Obligations. Subject to the terms and conditions of this Plan, in the event of a Potential Change in Control of the Company, each Participant is required to remain with the Company until the earliest of (i) a date which is six (6) months after the occurrence of such Potential Change in Control of the Company; or (ii) a termination by a Participant of the Participant's employment by reason of Total and Permanent Disability or Retirement; or (iii) the occurrence of a Change in Control of the Company.
- 4.9 <u>Termination for Just Cause</u>. Nothing in this Plan shall be construed to prevent the Company from terminating a Participant's employment for Just Cause. In such case, no SKESBP Benefits shall be payable to the Participant under this Plan.
- 4.10 Form and Timing of SKESBP Benefits. A Participant's SKESBP Benefits described in Section 4.3 shall be paid in the form of a single lump sum cash payment as soon as practicable following the Effective Date of Termination, but in no event beyond thirty (30) days from such date.
- 4.11 <u>Benefits Under Other Plans</u>. Any other amounts due the Participant or his Beneficiary under the terms of any other Company plans or programs are in addition to the payments under this Plan.

SECTION 5. BENEFICIARY DESIGNATION

Designation of Beneficiary. A Participant shall designate a Beneficiary or Beneficiaries who, upon the Participant's death, are to receive the amounts that otherwise would have been paid to the Participant. All designations shall be in writing and signed by the Participant. The designation shall be effective only if and when delivered to the Corporation during the lifetime of the Participant. The Participant also may change his Beneficiary or Beneficiaries by a signed, written instrument delivered to the Corporation. The payment of amounts shall be in accordance with the last unrevoked written designation of Beneficiary that has been signed and delivered to the Corporation. All Beneficiary designations shall be addressed to the Secretary of SCANA Corporation and delivered to his office.

5.2 Death of Beneficiary.

- (a) In the event that the Beneficiaries named in Section 5.1 predecease the Participant, the amounts that otherwise would have been paid to said Beneficiaries shall, where the designation fails to redirect to alternate Beneficiaries in such circumstance, be paid to the Participant's estate as the alternate Beneficiary.
- (b) In the event that two or more Beneficiaries are named, and one or more but less than all of such Beneficiaries predecease the Participant, each surviving Beneficiary shall receive any dollar amount or proportion of funds designated or indicated for him per the designation under Section 5.1, and the dollar amount or designated or indicated share of each predeceased Beneficiary which the designation fails to redirect to an alternate Beneficiary in such circumstance shall be paid to the Participant's estate as an alternate Beneficiary.

5.3 Ineffective Designation.

- (a) In the event the Participant does not designate a Beneficiary, or if for any reason such designation is entirely ineffective, the amounts that otherwise would have been paid to the Beneficiary shall be paid to the Participant's estate as the alternate Beneficiary.
- (b) In the circumstance that designations are effective in part and ineffective in part, to the extent that a designation is effective, distribution shall be made so as to carry out as closely as discernable the intent of the Participant, with result that only to the extent that a designation is ineffective shall distribution instead be made to the Participant's estate as an alternate Beneficiary.

SECTION 6. GENERAL PROVISIONS

- 6.1 <u>Contractual Obligation</u>. It is intended that the Corporation is under a contractual obligation to make payments of a Participant's SKESBP Benefits when due. Payment of SKESBP Benefits shall be made out of the general funds of the Corporation as determined by the Board without any restriction of the assets of the Corporation relative to the payment of such contractual obligations; the Plan is, and shall operate as, an unfunded plan.
- 6.2 <u>Unsecured Interest</u>. No Participant or Beneficiary shall have any interest whatsoever in any specific asset of the Corporation. To the extent that any person acquires a right to receive payment under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Corporation.
- 6.3 "Rabbi" Trust. In connection with this Plan, the Board has established a grantor trust (known as the "SCANA Corporation Executive Benefit Plan Trust" and referred to herein as the "Trust") for the purpose of accumulating funds to satisfy the obligations incurred by the Corporation under this Plan (and such other plans and arrangements as determined from time to time by the Corporation). At any time prior to a Change in Control, as that term is defined in such Trust, the Corporation may transfer assets to the Trust to satisfy all or part of the obligations incurred by the Corporation under this Plan, as determined in the sole discretion of the Committee, subject to the return of such assets to the Corporation at such time as determined in accordance with the terms of such Trust. Notwithstanding the establishment of the Trust, the right of any Participant to receive future payments under the Plan shall remain an unsecured claim against the general assets of the Corporation.
- 6.4 <u>Successors</u>. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) of all or substantially all of the business and/or assets of the Company or of any division or subsidiary thereof to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

6.5 Employment/Participation Rights.

- (a) Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any Participant's employment at any time, nor confer upon any Participant any right to continue in the employ of the Company.
- (b) Nothing in the Plan shall be construed to be evidence of any agreement or understanding, express or implied, that the Company will continue to employ a Participant in any particular position or at any particular rate of remuneration.

- (c) No employee shall have a right to be selected as a Participant, or, having been so selected, to be selected again as a Participant.
- (d) Nothing in this Plan shall affect the right of a recipient to participate in and receive benefits under and in accordance with any pension, profit-sharing, deferred compensation or other benefit plan or program of the Company.
- (e) Participation in this Plan shall constitute the entire agreement between the Company and each Participant and shall supersede those provisions of any employment agreement with the Company affecting a Participant's rights to receive benefits as a result of his/her termination of employment within twenty-four (24) months following a Change in Control of the Company. In all other respects, any employment agreement shall continue in full force and effect.

6.6 Nonalienation of Benefits.

- (a) No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or change, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or change the same shall be void; nor shall any such disposition be compelled by operation of law.
- (b) No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to benefits under the Plan.
- (c) If any Participant or Beneficiary hereunder should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber, or change any right or benefit hereunder, then such right or benefit shall, in the discretion of the Committee, cease, and the Committee shall direct in such event that the Corporation hold or apply the same or any part thereof for the benefit of the Participant or Beneficiary in such manner and in such proportion as the Committee may deem proper.
- 6.7 <u>Severability</u>. If any particular provision of the Plan shall be found to be illegal or unenforceable for any reason, the illegality or lack of enforceability of such provision shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if the illegal or unenforceable provision had not been included.
- 6.8 <u>No Individual Liability</u>. It is declared to be the express purpose and intention of the Plan that no liability whatsoever shall attach to or be incurred by the shareholders, officers, or directors of the Corporation or any representative appointed hereunder by the Corporation, under or by reason of any of the terms or conditions of the Plan.
- 6.9 <u>Applicable Law.</u> This Plan shall be governed by and construed in accordance with the laws of the State of South Carolina except to the extent governed by applicable federal law.

- 6.10 <u>Legal Fees and Expenses</u>. The Company shall pay all legal fees, costs of litigation, and other expenses incurred in good faith by each Participant as a result of the Company's refusal to provide the SKESBP Benefits to which the Participant becomes entitled under this Plan, or as a result of the Company's contesting the validity, enforceability, or interpretation of the Plan.
- 6.11 Arbitration. Each Participant shall have the right and option to elect (in lieu of litigation) to have any dispute or controversy arising under or in connection with the Plan settled by arbitration, conducted before a panel of three (3) arbitrators sitting in a location selected by the Participant within fifty (50) miles from the location of his or her job, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. All expenses of such arbitration, including the fees and expenses of the counsel for the Participant, shall be borne by the Company.

SECTION 7. PLAN ADMINISTRATION, AMENDMENT AND TERMINATION

- 7.1 <u>In General</u>. This Plan shall be administered by the Committee, which shall have the sole authority, in its discretion, to construe and interpret the terms and provisions of the Plan and determine the amount, manner and time of payment of any benefits hereunder. The Committee shall maintain records, make the requisite calculations and disburse payments hereunder, and its interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned. The Committee may adopt such rules as it deems necessary, desirable or appropriate in administering this Plan and the Committee may act at a meeting, in a writing without a meeting, or by having actions otherwise taken by a member of the Committee pursuant to a delegation of duties from the Committee.
- 7.2 Claims Procedure. Any person dissatisfied with the Committee's determination of a claim for benefits hereunder must file a written request for reconsideration with the Committee. This request must include a written explanation setting forth the specific reasons for such reconsideration. The Committee shall review its determination promptly and render a written decision with respect to the claim, setting forth the specific reasons for such denial written in a manner calculated to be understood by the claimant. Such claimant shall be given a reasonable time within which to comment, in writing, to the Committee with respect to such explanation. The Committee shall review its determination promptly and render a written decision with respect to the claim. Such decision upon matters within the scope of the authority of the Committee shall be conclusive, binding, and final upon all claimants under this Plan.
- 7.3 <u>Finality of Determination</u>. The determination of the Committee as to any disputed questions arising under this Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons.
- 7.4 <u>Delegation of Authority</u>. The Committee may, in its discretion, delegate its duties to an officer or other employee of the Company, or to a committee composed of officers or employees of the Company.
- 7.5 <u>Expenses</u>. The cost of payment from this Plan and the expenses of administering the Plan shall be borne by the Corporation.
- 7.6 <u>Tax Withholding</u>. The Corporation shall have the right to deduct from all payments made from the Plan any federal, state, or local taxes required by law to be withheld with respect to such payments.
- 7.7 <u>Incompetency</u>. Any person receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Committee receives written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian, conservator, statutory committee under the South Carolina Code of Laws, or other person

legally vested with the care of his estate has been appointed. In the event that the Committee finds that any person to whom a benefit is payable under the Plan is unable to properly care for his affairs, or is a minor, then any payment due (unless a prior claim therefor shall have been made by a duly appointed legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the Committee to have incurred expense for the care of such person otherwise entitled to payment.

In the event a guardian or conservator or statutory committee of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian or conservator or statutory committee provided that proper proof of appointment is furnished in a form and manner suitable to the Committee. Any payment made under the provisions of this Section 7.7 shall be a complete discharge of liability therefor under the Plan.

- 7.8 Notice of Address. Any payment made to a Participant or his designated Beneficiary at the last known post office address of the distributee on file with the Corporation, shall constitute a complete acquittance and discharge to the Corporation and any director or officer with respect thereto, unless the Corporation shall have received prior written notice of any change in the condition or status of the distributee. Neither the Corporation nor any director or officer shall have any duty or obligation to search for or ascertain the whereabouts of the Participant or his designated Beneficiary.
- 7.9 Amendment and Termination. The Corporation expects the Plan to be permanent, but since future conditions affecting the Corporation cannot be anticipated or foreseen, the Corporation reserves the right to amend, modify, or terminate the Plan at any time by action of its Board at any time prior to a Change in Control, pursuant to a Board resolution adopted by a vote of two-thirds (2/3) of the Board members then serving on the Board. Upon any such amendment, and except as provided hereunder upon the occurrence of a Change in Control, each Participant and his Beneficiary(ies) shall only be entitled to such benefits as determined by the Board pursuant to such amendment. Upon any such termination, and except as provided hereunder upon the occurrence of a Change in Control, no Participant or Beneficiary(ies) shall be entitled to any further benefits hereunder, unless determined otherwise by the Board, in its sole discretion. Notwithstanding the foregoing, however: (a) in the event a Change in Control occurs during the term of the Plan, this Plan will remain in effect until all benefits have been paid to all Participants existing at the time of the Change in Control; and (b) no amendment, modification or termination of the Plan may be made, and no Participants may be added to the Plan, upon or following a Change in Control without the express written consent of all of the Plan's Participants covered by the Plan at such time.

SECTION 8. EXECUTION

IN WITNESS WHEREOF, the Corporation has caused this amended and restated SCANA Corporation Supplementary Key Executive Severance Benefits Plan to be executed by its duly authorized officer this 315T day of 2009, to be effective as of the dates specified herein.

SCANA CORPORATION

By: Hubon

Title: 11 P- HR

ATTEST:

Secretary

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-52:

Describe and provide a copy of all plans to integrate the employees of SCANA, SCANA Services, and SCE&G into the Dominion employee benefits and welfare plans, including the pension plan, other post-retirement and post-employment benefit plans, 401(k) and other savings plans, vision and dental plans, life insurance and disability (short term and long term) plans, and paid time off.

RESPONSE 4-52:

Planning for the integration process is in the early stages, beginning with building a baseline understanding of each other's respective organization, including employee benefit plans and policies. Accordingly, at this time no specific plans have been developed to integrate the employees of SCANA, SCANA Services, and SCE&G into the Dominion Energy employee benefits and welfare plans.

Responsible Person: Carmen Anderson

SOUTH CAROLINA ELECTRIC & GAS COMPANY OFFICE OF REGULATORY STAFF'S CONTINUING AUDIT INFORMATION REQUEST

DOCKET NO. 2017-207-E (5th Continuing AIR)

DOCKET NO. 2017-305-E (4th Continuing AIR)

DOCKET NO. 2017-370-E (4th Continuing AIR)

REQUEST 4-53:

Provide Summary Plan descriptions of the employee benefits presently provided by Dominion, SCANA, and SCE&G (if different than SCANA) for:

- a. Pension Plans
- b. Post-Retirement and Post-Employment Plans
- c. Health Care Plans
- d. 401(k) and Other Savings Plans
- e. Vision and Dental Plans
- f. Life Insurance and Disability Plans
- g. Paid Time Off Plans

RESPONSE 4-53:

Attached are the applicable 2017 nonunion summary plan descriptions and policies. See SCE&G hard copy attachments ORS 4-53 and DE attachments ORS 4-53. Also see 'Attachment 4-53a SCANA Corporation Retirement Plan Summary Plan Description' and '4-53b SCANA Post-Retirement Medical Plan' on the enclosed CD.

Responsible Persons: Denise Schelble (SCE&G/SCANA) and Carmen Anderson (Dominion Energy)

RETIRED EMPLOYEE TERM LIFE INSURANCE

SUMMARY PLAN DESCRIPTION



FOREWORD

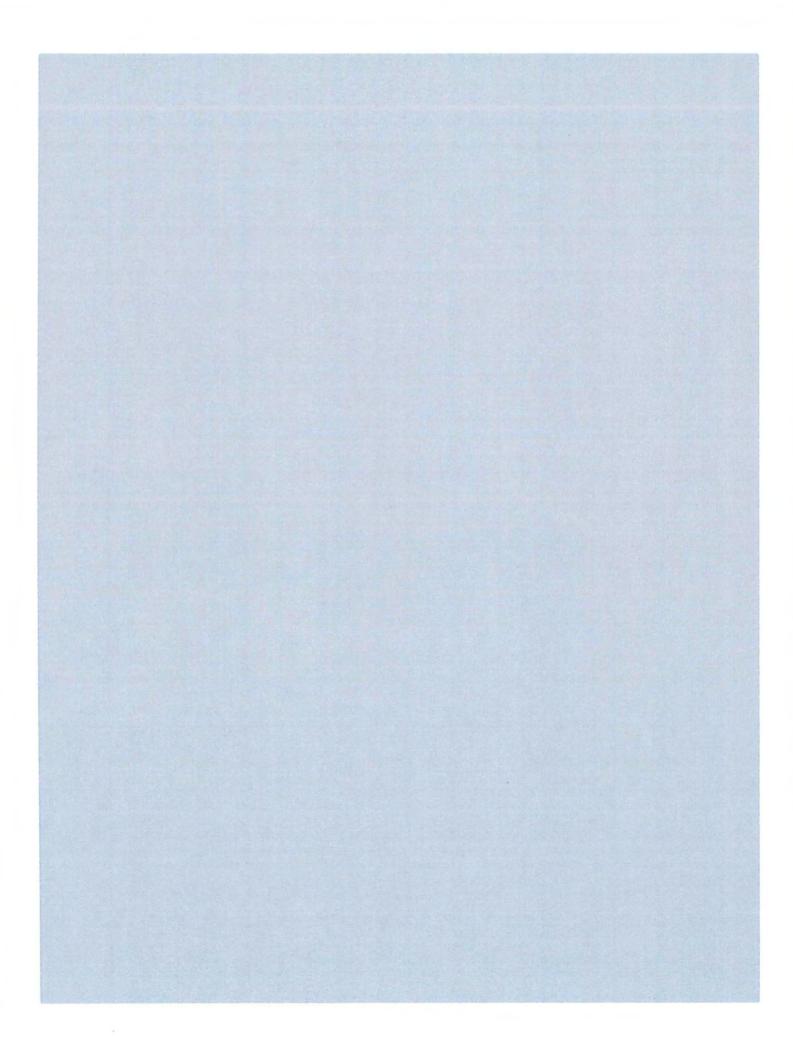
We are pleased to present you with this Summary Plan Description (the "Booklet") describing the retired employee term life insurance coverage available under the SCANA Corporation Health and Welfare Plan (formerly known as the South Carolina Electric & Gas Company Group Life and AD&D Plan). It describes the Retiree Life Insurance benefits SCANA has for you and what you have to do to be covered for these benefits. Please read this Booklet carefully.

IMPORTANT NOTICE: This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate.

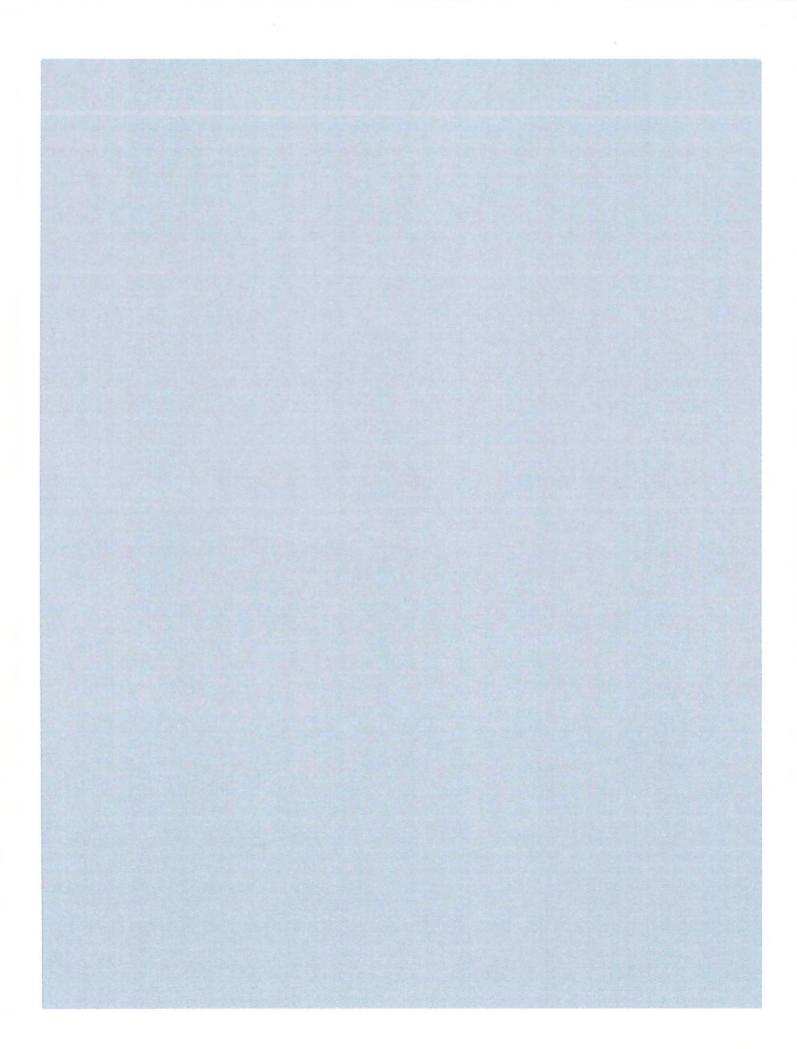
THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT.

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SCHEDULE OF BENEFITS



WHO IS COVERED

Covered Classes: The "Covered Classes" are these Retired Employees of the Contract Holder (and its Associated Companies, excluding those employed by PrimeSouth, Inc.):

- Class 1: All Retired Employees hired on or after January 1, 1994.
- Class 2: All Retired Employees who were hired on or between January 1, 1993 and December 31, 1993.
- Class 3: All Retired Employees who: (1) were hired prior to January 1, 1993; and (2) retired prior to January 1, 1994 (excluding those covered under Classes 4 and 6).
- Class 4: All Retirees of North Carolina PSNC who: (1) were hired prior to March 1, 2000 and (2) retired prior to March 1, 2000 (closed group)
- Class 5: All Retired Employees who: (1) were hired prior to January 1, 1993; and (2) retired on or after January 1, 1994 (excluding those covered under Class 6).
- Class 6: All Retirees of North Carolina PSNC who (1) were hired prior to March 1, 2000 and (2) retired on or after March 1, 2000.

EFFECTIVE DATE OF THESE BENEFITS

Program Date: June 1, 2004. This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract (LG-50050-SC) issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.
- The Employer expects to continue the Group Program indefinitely. But the Employer reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for active and Retired Employees.
- The insurance in this Booklet is Non-contributory Insurance. The entire cost of the insurance is being paid by the Contract Holder.

RETIRED EMPLOYEE TERM LIFE COVERAGE

Amount For Each Benefit Class:

\$10,000

Class 2	All Retired Employees who were hired between January 1,1993 and December 31,1993.	100% of your base annual Earnings at date of hire. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000. Maximum Amount: \$100,000 The Definitions section explains what "Earnings" means.
Class 3	All Retired Employees who: (1) were hired prior to January 1, 1993; and (2) retired prior to January 1, 1994. (Excluding those covered under	200% of your base annual Earnings as of the day prior to your retirement. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000.
	Classes 4 and 6)	Maximum Amount: \$100,000. The Definitions section explains what "Earnings" means.
	All Class 3 Employees retired prior to age 65 All Class 3 Employees retired on or after age 65	Amount Limitation on Account of Age: When you reach age 65, your amount of insurance is limited. It is 100% of your base annual Earnings as of the day prior to your retirement. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000. In no event will your amount of insurance be greater than \$100,000. 100% of your base annual Earnings as of the day prior to your retirement. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000. Maximum Amount: \$100,000. The Definitions section explains what "Earnings"
Class 4	All Retirees of North Carolina PSNC who: (1) were hired prior to March 1, 2000 and (2) retired prior to March 1, 2000 (closed group)	The amount for which you were insured on the date of your retirement, as reported to Prudential by the Contract Holder. Amount Limit Due to Retirement: On the January 1 following the day you are retired by the Employer, your amount of insurance is limited. It is
		50% of the amount for which you would then be insured if there were no limitation to a maximum of \$55,000 at retirement. At age 70, your amount of insurance is further reduced to 37.5% of the amoun for which you would then be insured if there were no limitation to a maximum of \$41,250.

Class 5	All Retired Employees who: (1) were hired prior to January 1, 1993; and (2) retired on or after January 1, 1994. (Excluding those covered under Class 6)	100% of your base annual Earnings as of December 31, 1992. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000. Maximum Amount: \$100,000. The Definitions section explains what "Earnings" means for your particular class of coverage.
Class 6	All Retirees of North Carolina PSNC who (1) were hired prior to March 1, 2000 and (2) retired on or after March 1, 2000.	An amount equal to the greater of (1) and (2): (1) 250% of your base annual Earnings as of March 1, 2000. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000.
		(2) 200% of your base annual Earnings as of the day prior to your retirement. If this amount is not a multiple of \$1,000, it will be rounded to the next lower multiple of \$1,000.
		Amount Limit Due to Retirement: On the January 1 following the day you are retired by the Employer, your amount of insurance is limited. It is 50% of the amount for which you would then be insured if there were no limitation to a maximum of \$55,000 at retirement. At age 70, your amount of insurance is further reduced to 37.5% of the amount for which you would then be insured if there were no limitation to a maximum of \$41,250.
		NOTE: The Definitions section explains what "Earnings" means for your particular class of coverage.

OTHER INFORMATION

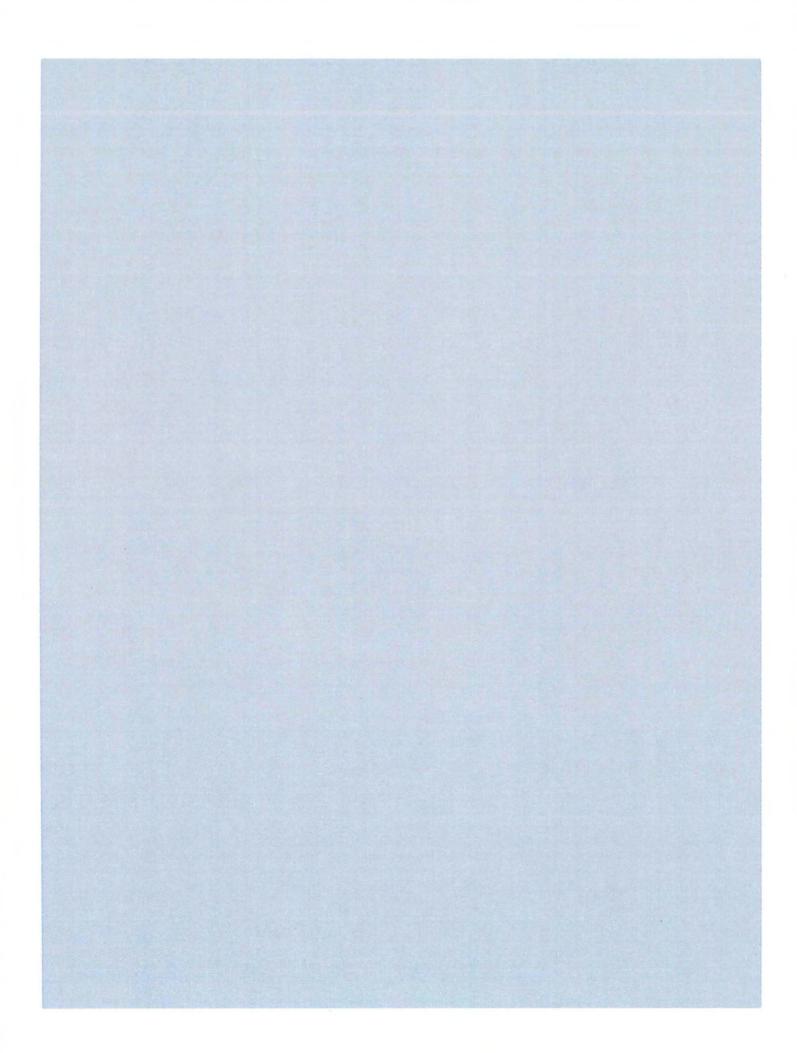
Contract Holder: SCANA CORPORATION

Group Contract No.: LG-50050-SC

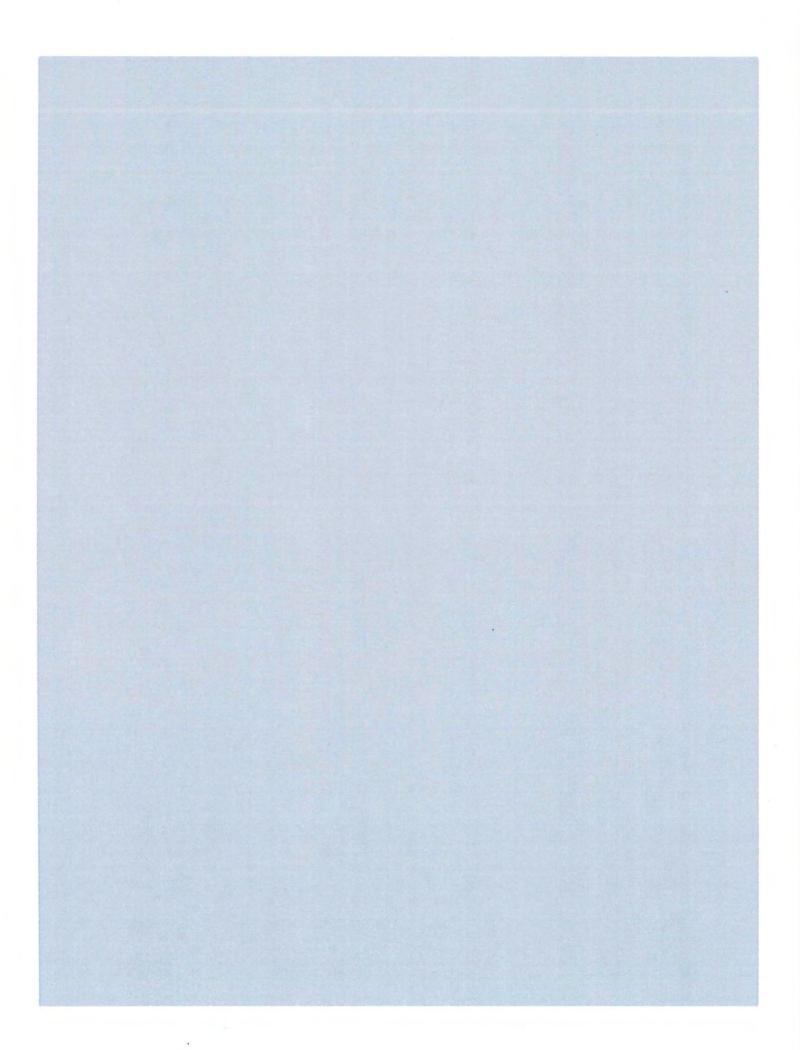
WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Use a claim form, and follow the instructions on the form.

If you do not have a claim form, contact the SCANA Benefits Team.



ELIGIBILITY AND BECOMING INSURED



WHO IS ELIGIBLE TO BECOME INSURED

You are eligible for Retired Employee Insurance while:

You are in a Covered Class.

Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.

The rules for obtaining Retired Employee Insurance are in the When You Become Insured section.

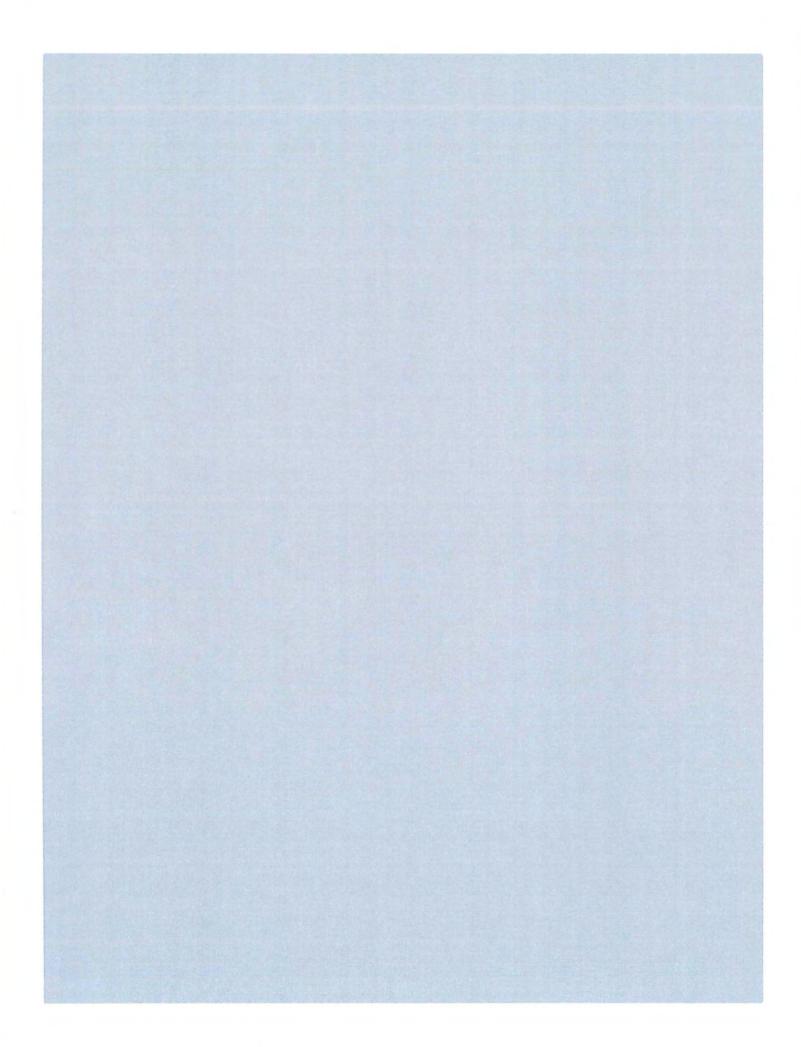
WHEN YOU BECOME INSURED

Your Retired Employee Insurance under a Coverage will begin the first day on which:

- You are in a Covered Class for that insurance; and
- That Coverage is part of the Group Contract.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

RETIRED EMPLOYEE TERM LIFE COVERAGE



RETIRED EMPLOYEE TERM LIFE COVERAGE

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON

If you die while a Covered Person, the amount of your Retired Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING CONVERSION PERIOD

A death benefit is payable under this Section B if you die:

- (1) within 31 days after you cease to be a Covered Person or within 31 days after the date your amount of Retired Employee Term Life Insurance under this Coverage is reduced; and
- (2) while entitled (under Section C) to convert all or part of your Retired Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Retired Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE

If you cease to be insured for all or part of the Retired Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- (1) Your employment ends, you transfer out of the Covered Classes, or your amount of insurance is reduced by reason of age, retirement, the end of your membership in a Covered Class, or an amendment to the Group Contract that changes the benefits for your class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

 Any such conversion is subject to the rest of this Section C.

Availability: You must apply for the individual contract and pay the first premium within 31 days after you cease to be insured for the Retired Employee Term Life Insurance.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than your Retired Employee Term Life Insurance under this Coverage when your insurance ends. But, if it ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the lesser of the following:

(1) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.

(2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

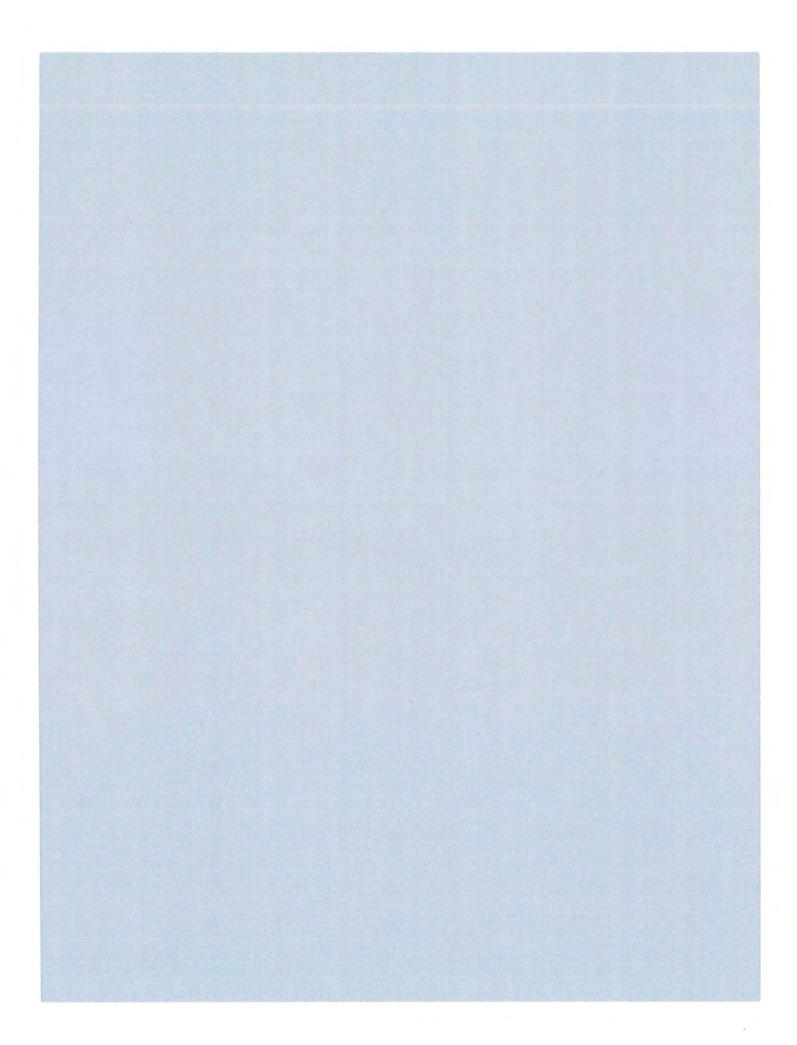
 This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk and age at the time.

Effective Date: The end of the 31 day period during which you may apply for it.

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

GENERAL INFORMATION



BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the Limits on Assignments section.

"Beneficiary" means a person chosen, on a form approved by Prudential, to receive the insurance benefits.

You have the right to choose a Beneficiary.

If there is a Beneficiary for the insurance, it is payable to that Beneficiary. Any amount of insurance for which there is no Beneficiary at your death will be payable to the first of the following: Your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the Limits on Assignments.

You may change the Beneficiary at any time without the consent of the present Beneficiary. The Beneficiary change form must be filed through the Contract Holder. The change will take effect on the date the form is signed. But it will not apply to any amount paid by Prudential before it receives the form.

If there is more than one Beneficiary but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before you, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

MODE OF SETTLEMENT RULES

The rules in this section apply to Retired Employee Life Insurance payable on account of your death, when the Coverage states that they do. But these rules are subject to the Limits on Assignments section.

"Mode of Settlement" means payment other than in one sum.

Retired Employee Life Insurance is normally paid to the Beneficiary in one sum. But a Mode of Settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangements for Mode of Settlement: You may arrange a Mode of Settlement by proper written request to Prudential. If, at your death, no Mode of Settlement has been arranged for an amount of your Retired Employee Life Insurance, the Beneficiary and Prudential may then mutually agree on a Mode of Settlement for that amount.

Conditions for Mode of Settlement: The Beneficiary must be a natural person taking in the Beneficiary's own right. A Mode of Settlement will apply to secondary Beneficiaries only if Prudential agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any Mode of Settlement arranged before the change.

Choice by Beneficiary: A Beneficiary being paid under a Mode of Settlement may, if Prudential agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Prudential has prepared information about the modes of settlement available. Ask the Contract Holder for this.

INCONTESTABILITY OF LIFE INSURANCE

This limits Prudential's use of your statements in contesting an amount of Life Insurance for which you are insured. These are statements made to persuade Prudential to accept you for insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in the contest unless:
 - (a) It is in a written instrument signed by you; and
 - (b) A copy of that instrument is or has been furnished to you or to your Beneficiary.
- (2) If it relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, the following rules apply to assignments: (1) Insurance under any Coverage providing either death benefits or periodic benefits on account of disability may be assigned only as a gift assignment; (2) Insurance under any other Coverage may be assigned without restriction. Any rights, benefits or privileges that you have as a Retired Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no Beneficiary chosen by the assignee, it will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules.

EFFECT OF GIFT ASSIGNMENT ON RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT

This Section applies to all Coverages providing Retired Employee death benefits.

If you are eligible for insurance under the Group Contract on the Group Contract's effective date you will have no rights, benefits or privileges under any such Coverage if, on the day before that date, all the following were true:

 You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Retired Employees of the Employer.

- (2) Your group life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges you would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the date the Employer became included under the Group Contract.

DEFINITIONS

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates (excluding PrimeSouth, Inc.) and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to require your contributions. Non-contributory Insurance is insurance for which the Contract Holder does not have the right to require your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

Coverage: A part of the Booklet consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

Covered Person under a Coverage: A Retired Employee who is insured for Retired Employee Insurance under that Coverage.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Earnings: This is the gross amount of money payable to you (including sales commission if you were paid on a commission basis) by the Employer for performing the duties required of your job. This is the annual base salary (including commissions) as reported to Prudential by the Contract Holder:

Class 2: on the date you were hired.

Class 3: as of the day prior to your retirement.

Class 4: not applicable.

Class 5: as of December 31, 1992.

Class 6: as of the time of the merger or as of the day prior to your retirement.

Bonuses, overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

Retired Employee Insurance: Insurance on the person of a Retired Employee.

The Employer: Collectively, all employers included under the Group Contract.

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

Retired Employee: A person formerly employed by the Employer, an affiliate of the Employer, or North Carolina PSNC; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.

Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury; pregnancy of a Covered Person, including abortion, miscarriage or childbirth.

You: A Retired Employee.

CLAIM RULES

These rules apply to payment of benefits under a Coverage when the Coverage states that they do.

Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss, except that:

- If any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.
- (2) If payment under a Coverage is to be made for charges incurred during a Calendar Year, the proof for that Calendar Year must be furnished within 90 days after its end.

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Prudential will not have to pay those benefits more often.

A benefit unpaid at your death will be paid to your estate. But this does not apply if the Coverage or the Limits on Assignments section on an earlier page states otherwise.

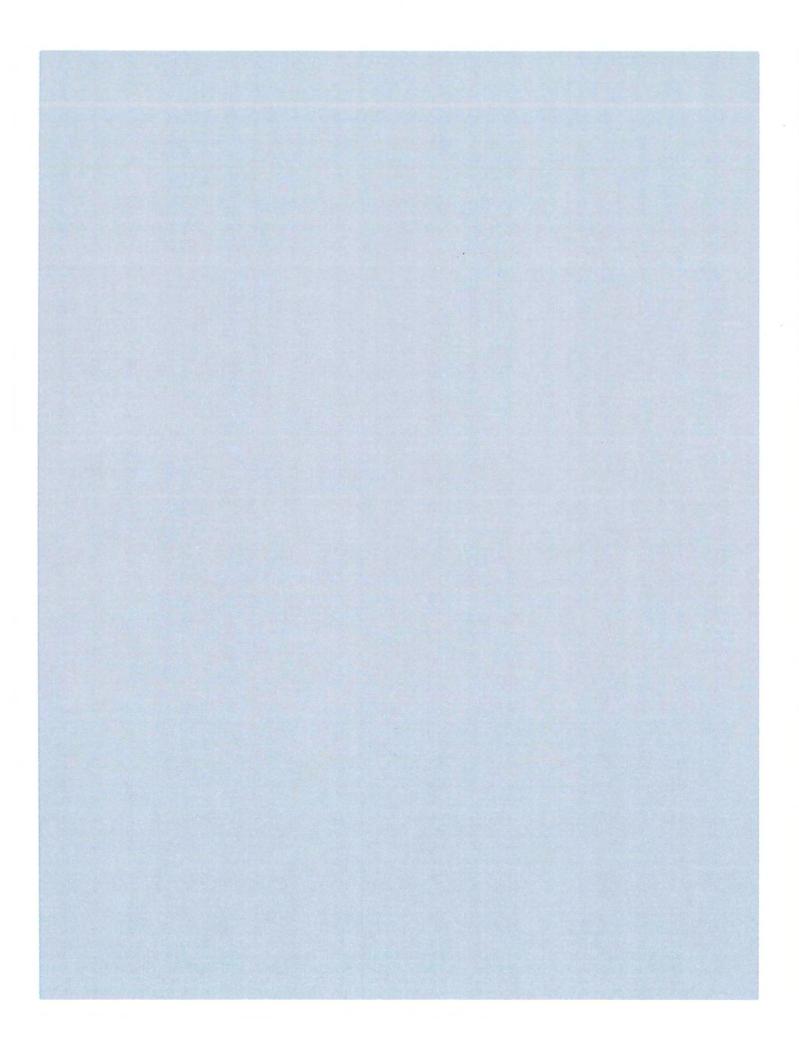
Physical Exam: Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as is reasonable while the claim is pending.

Legal Action: No action at law or in equity shall be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than six years after the end of the time within which proof of loss is required.

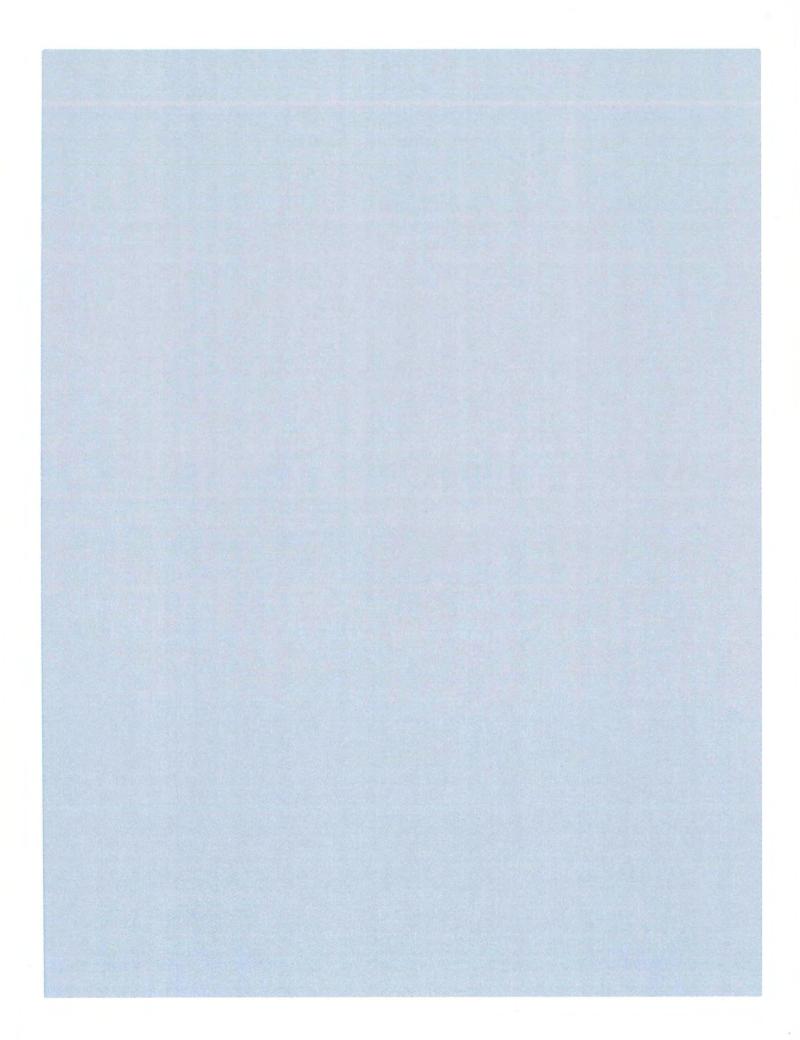
INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of your statements in contesting an amount of that insurance for which you are insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - (a) It is in a written application signed by you; and
 - (b) A copy of that application is or has been furnished to you.
- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.



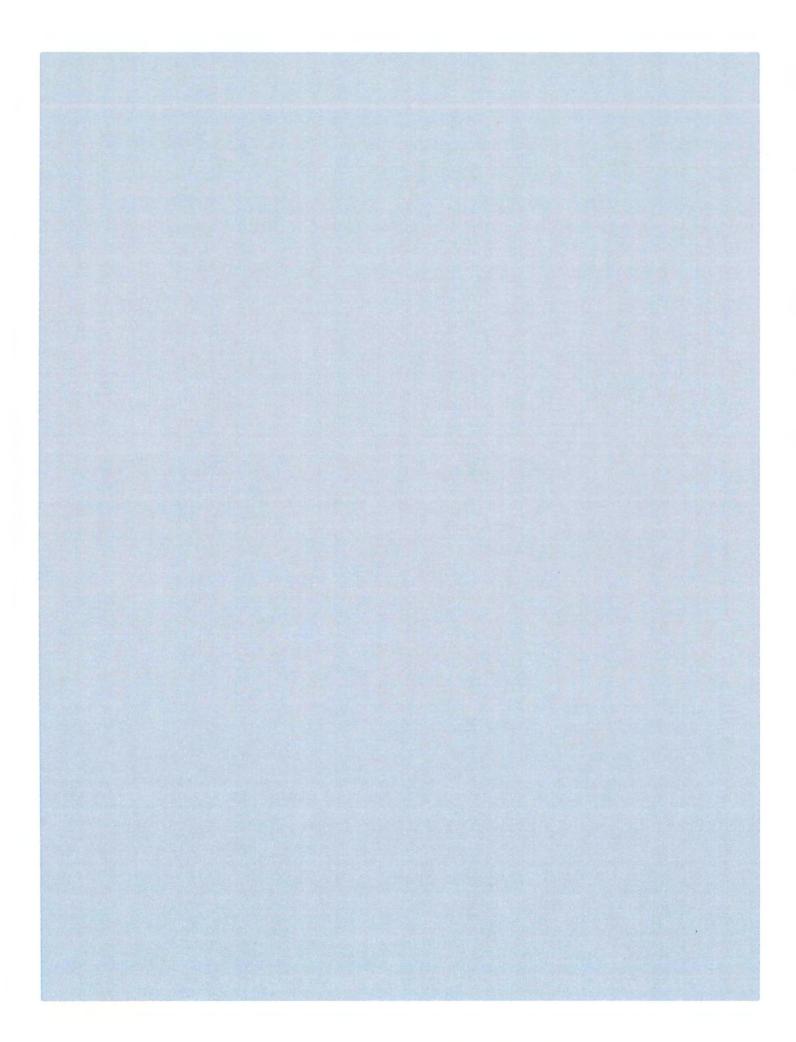
WHEN YOUR INSURANCE ENDS



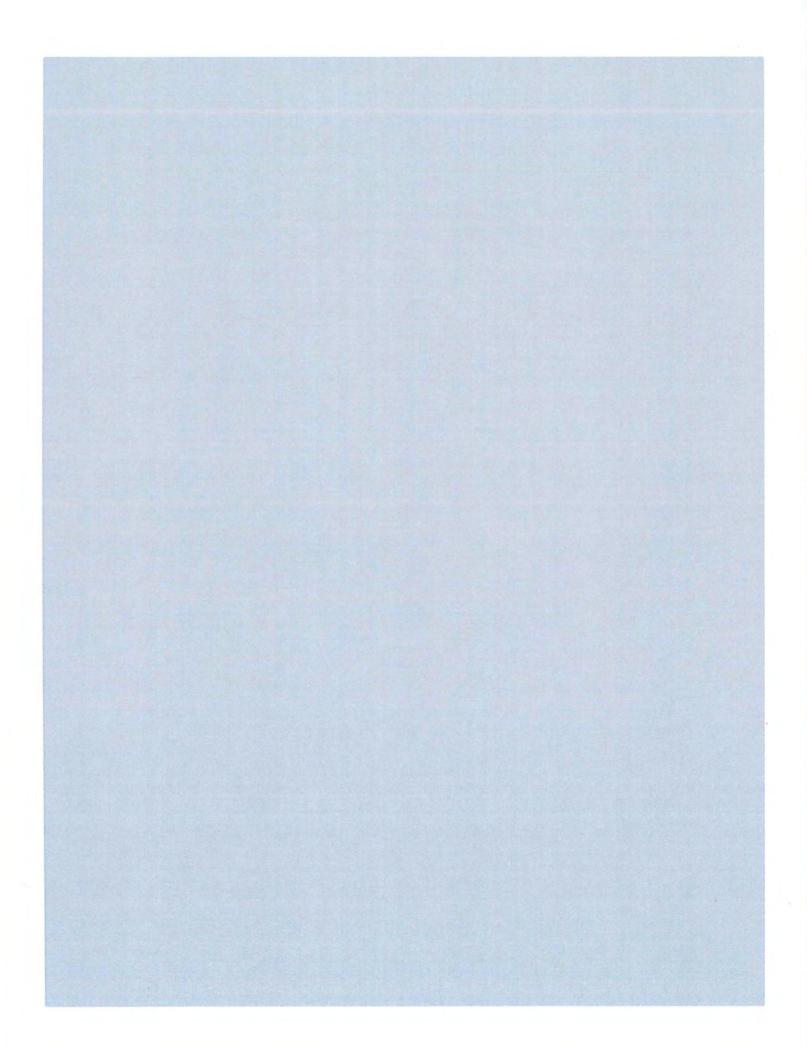
RETIRED EMPLOYEE INSURANCE

Your Retired Employee Insurance under a Coverage will end when the first of these occurs:

- You are no longer in the Covered Classes for the insurance.
- The part of the Group Contract providing the insurance ends.



CERTIFICATE OF COVERAGE



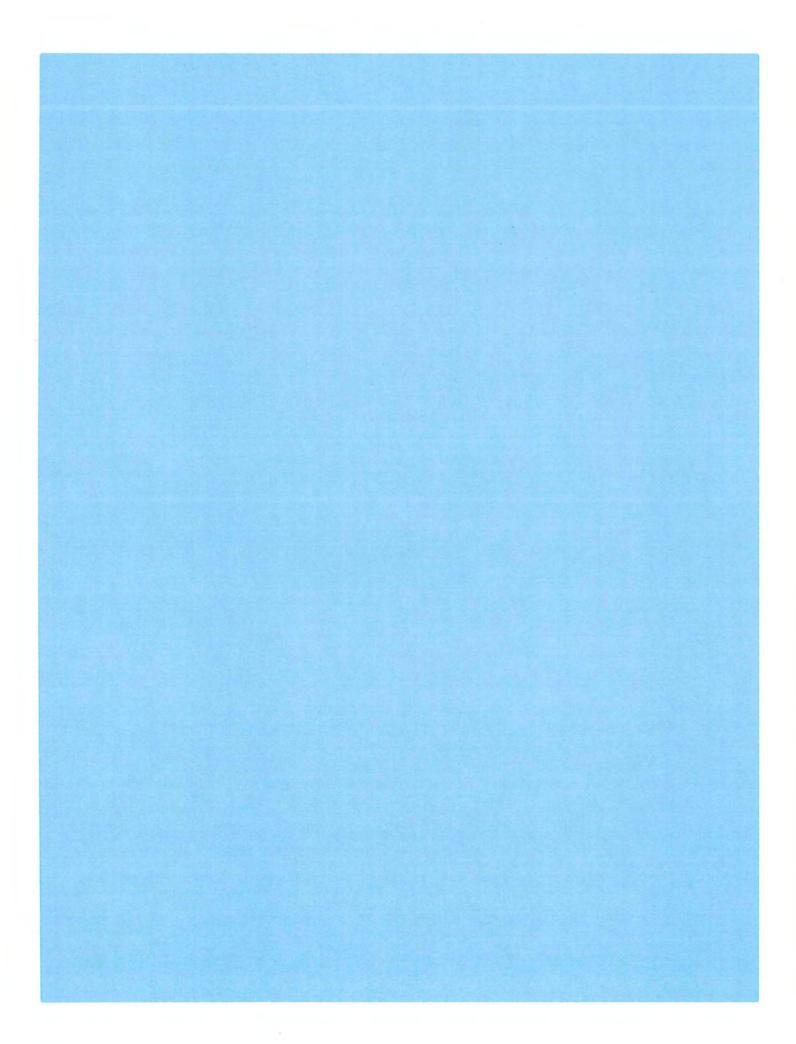
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA Certificate of Coverage

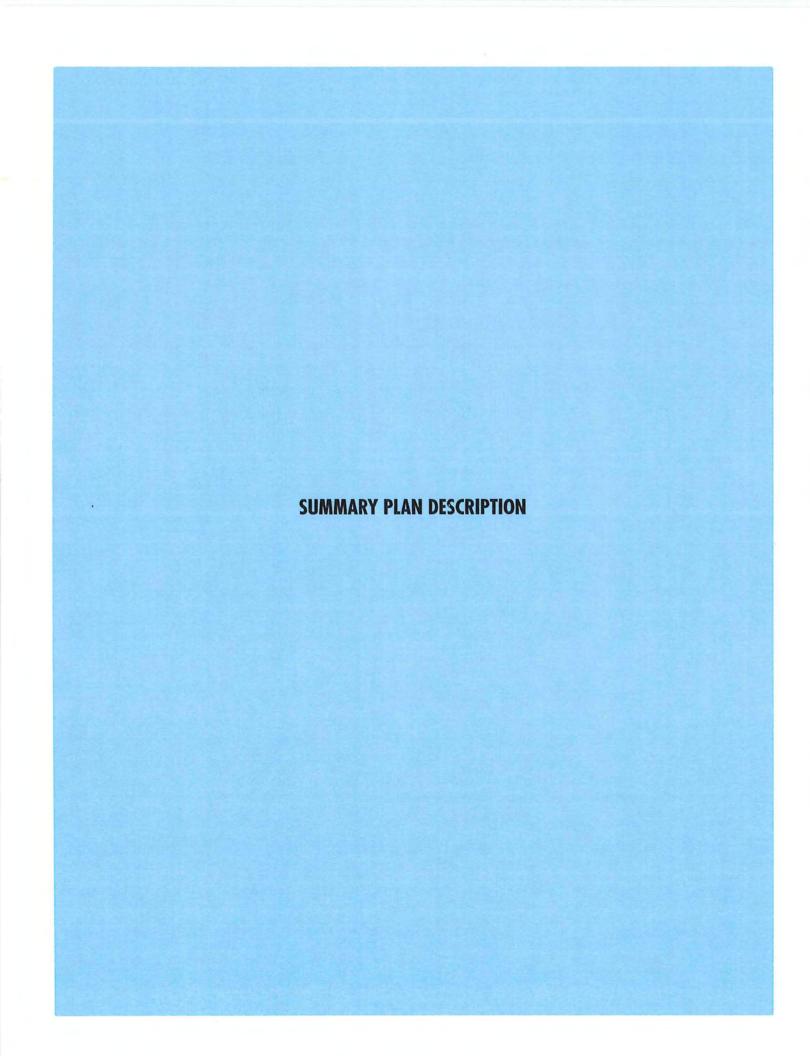
Prudential certifies that insurance is provided according to the Group Contract(s) for each Insured Retired Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

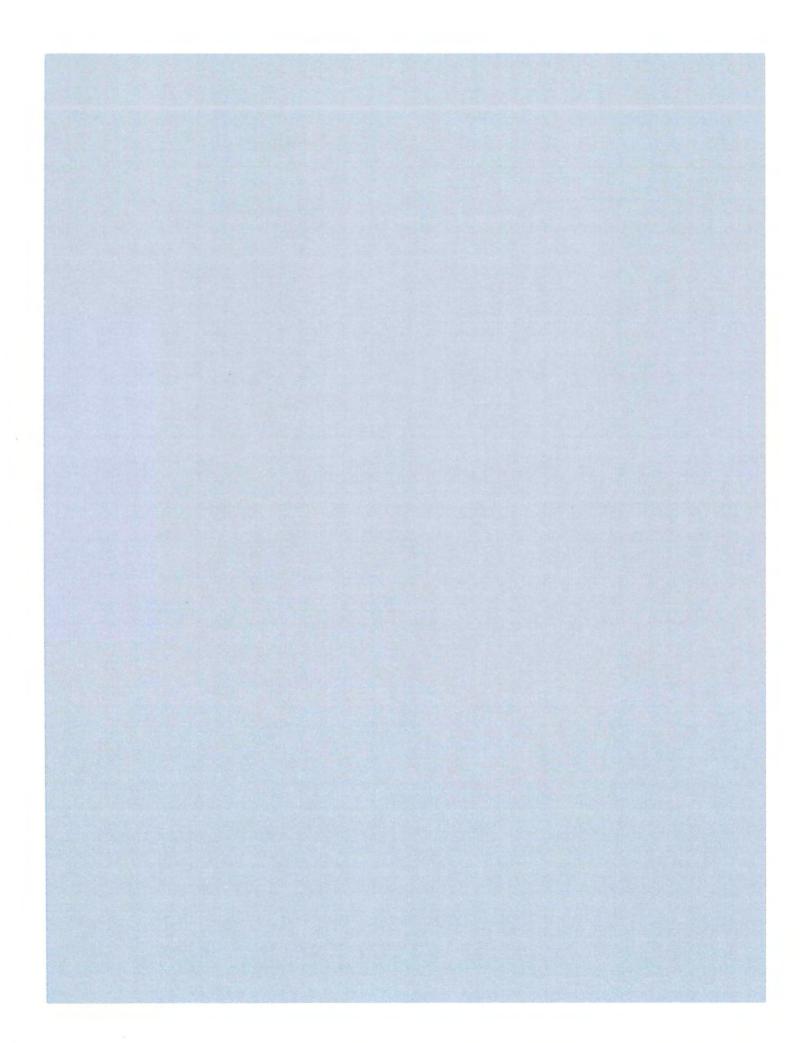
Insured Retired Employee: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate. Beneficiary for Retired Employee Death Benefits: See the Booklet's Beneficiary Rules.

Coverages and Amounts: The available Coverages and the amounts of insurance are described in the Booklet.

If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverages in the Booklet's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.







SUMMARY PLAN DESCRIPTION

This booklet is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA requires that you be given a "Summary Plan Description" which describes the plan and informs you of your rights under it.

Plan Name

SCANA Corporation Health and Welfare Plan

Plan Document

This document is a summary plan description of the retired employee term life coverage under the SCANA Corporation Health and Welfare Plan. This document, together with the SCANA Corporation Health and Welfare Plan, the Group Contract, and other booklets that describe other benefits provided under the plan, comprise the entire plan document. If there is any disagreement between this summary plan description and the SCANA Corporation Health and Welfare Plan document or the Group Contract, the terms of the SCANA Corporation Health and Welfare Plan document or the Group Contract shall control before the terms of this document.

Type of Plan

Employee Welfare Benefit Plan providing retired employee group term life insurance benefits.

Plan Sponsor

SCANA Corporation 1426 Main Street Columbia, South Carolina 29218

Employer Identification Number

57-0784499

Plan Number

520

Participating Associated Companies

A list of participating associated companies is available at no charge, upon request to the Plan Administrator.

Plan Administrator

The Plan Administrator shall have the full power to control and manage all aspects of the plan in accordance with its terms and all applicable laws. The Plan Administrator may allocate or delegate its responsibilities for the administration of the plan to others and employ others to carry out or give advice with respect to its responsibilities under the plan. Various aspects of the plan are administered by The Prudential Insurance Company of America.

The name, address, and business telephone number of the Plan Administrator are:

Sr. vice President of Human Resources c/o Director of Compensation and Benefits SCANA Corporation Mail Code 126 1426 Main Street Columbia, South Carolina 29201 (803) 217-7919

Agent for Service of Legal Process

Frank Mood, Esquire SCANA Corporation Mail Code 199 1426 Main Street Columbia, South Carolina 29201

Plan Year Ends

December 31

Plan Benefits Provided by

The Prudential Insurance Company of America Prudential Plaza Newark, New Jersey 07102

This Group Contract underwritten by The Prudential Insurance Company of America provides insured benefits under your Employer's ERISA plan. The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

Reservation of Rights

Although SCANA Corporation currently intends to continue the plan indefinitely, SCANA Corporation reserves the right in its sole discretion to modify, amend or terminate any and all provisions of the plan, or any coverages under the plan, including the retiree benefits described in this Booklet, at any time. No employee or other individual has any vested right to any benefit or coverage under the plan.

Plan Funding

The SCANA Corporation Health and Welfare Plan is funded through a trust, which is funded in part by employee contributions and in part by employer contributions. A list of any Trustees of the Plan is available upon request of the Plan Administrator or the Plan Administrator's agent for service of legal process.

Loss of Benefits

You must continue to be a member of the class to which this plan pertains and continue to make any of the contributions agreed to when you enroll. Failure to do so may result in partial or total loss of your benefits. It is intended that this plan will be continued for an indefinite period of time. But, the employer reserves the right to change or terminate the plan. This booklet describes your rights upon termination of the plan.

CLAIM PROCEDURES

1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of the Prudential's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals, and
- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

2. Appeals of Adverse Determination

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal

will be conducted by the Prudential Appeals Review Unit. The claim decision will be made by a member of the Prudential Claims Management Team. The Prudential Appeals Review Unit and Claims Management Team members are made up of individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

The Prudential Appeals Review Unit shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to 90 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that the Prudential Appeals Review Unit expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan, and your right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Upon receipt of a second appeal, the Prudential Appeals Review Unit will again conduct a full review of the claim file and any additional information submitted. The claim decision will be made by a member of the Prudential Senior Claims Management Team. The Appeals Unit and Senior Claims Management Team member would not have been involved in the initial benefit determination or in the first appeal.

The Prudential Appeals Review Unit shall make a determination on your second claim appeal within 45

days of the receipt of your appeal request. This period may be extended by up to 90 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which the Appeals Review Unit expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter as well as your right to appeal the decision to Prudential's Appeal Committee. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied upon appeal.

If the second appeal of your benefit claim is denied or if you do not receive a response to your second appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your authorized representative may make a third appeal of your denial in writing to the Prudential Appeals Committee within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your third appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Upon receipt of a third appeal, the claim will be directed to Prudential's Appeals Committee by a member of the Prudential Senior Claims Management Team. This Committee will be composed of three members of the Senior Claims Management Team who have not been involved in any previous appeals.

The Prudential Appeals Committee shall make a determination on your third claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to 90 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which the Appeals Review Unit expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to the third level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a third level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the third level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a third time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

RIGHTS AND PROTECTIONS

As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as
 worksites and union halls, all documents governing the plan, including insurance contracts and
 collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by
 the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the
 Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

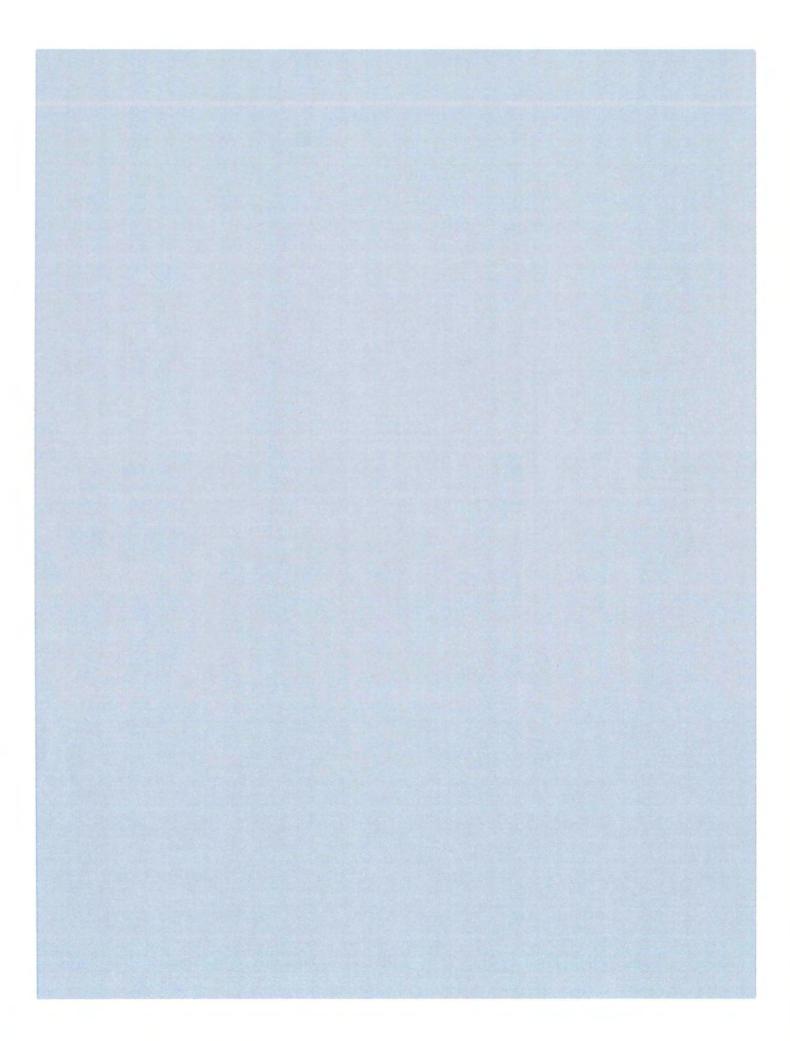
Enforce Your Rights

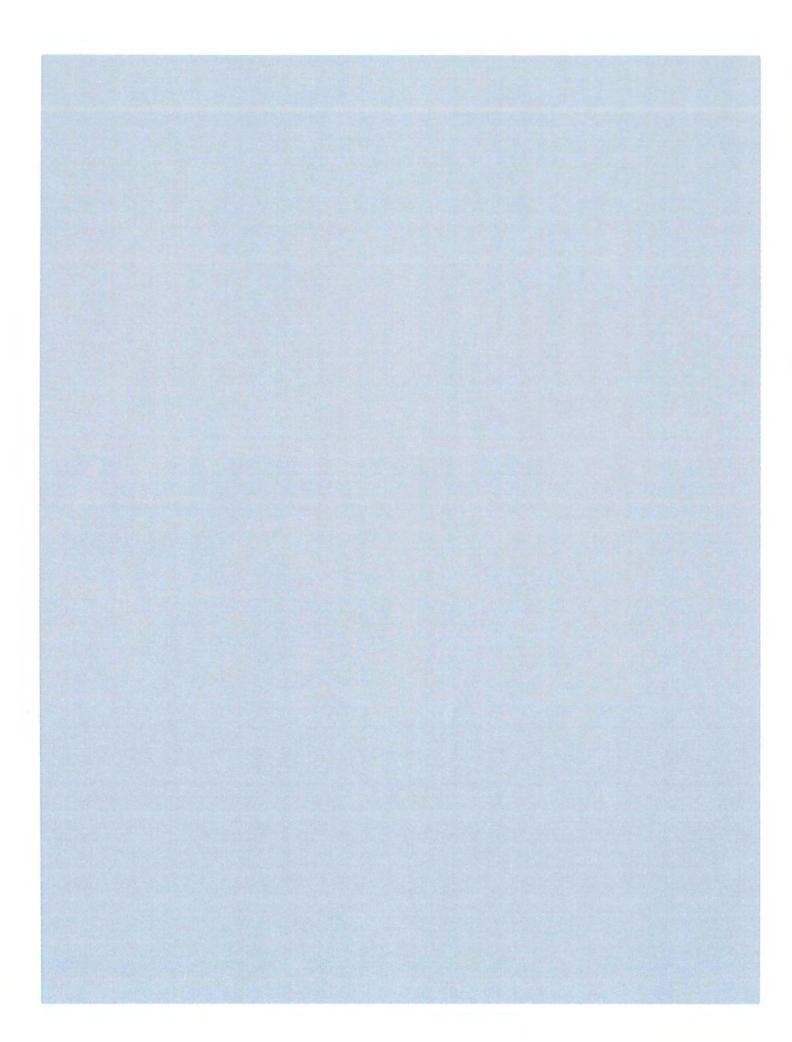
If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.









SCANA CORPORATION RETIREMENT PLAN

To: Participants in the SCANA Corporation Retirement Plan

From: Tami Haselden, Plan Manager, SCANA Corporation Retirement Plan

Re: Change to the Definition of Spouse for the SCANA Corporation Retirement Plan

Date: January 16, 2015

On November 8, 2013, the most recent Summary Plan Description (SPD) was mailed to participants in the SCANA Corporation Retirement Plan (Plan). This document is an addendum to the SPD and should be kept with the SPD. This is only a summary of the changes to the Plan. If you have any questions, please contact Tami Haselden at (803) 217-9465. If there is any discrepancy between the terms of the Plan or this summary, the terms of the Plan will control.

Change in Definition of Spouse:

Effective for periods on or after September 16, 2013, the definition of the term "spouse" in the Plan has been changed as follows:

- As applicable to Cash Balance Participants, a spouse is the person who is legally married to the participant in accordance with federal law.
- As applicable to Final Average Pay Participants, a spouse is the person who has been legally
 married to the participant in accordance with federal law for the one-year period ending on the
 date the participant's benefits commence or, if earlier, the date of the participant's death.

Same-sex couples who are legally married in a state that recognizes same-sex marriage will be treated as married for federal tax purposes, even if the couple resides in a state that does not recognize same-sex marriages.

To name a beneficiary for your account or to access the form to designate someone other than your spouse as your beneficiary, please call Milton Price at (803) 217-9670 or access the Plan website on the Health, Wealth, and Career Tab on *The Edge.*.

For Additional Information:

If you have questions about the new Plan terms, please call Milton Price at (803) 217-9670 or Tami Haselden at (803) 217-9465. If you have financial planning questions related to the Plan, please call the EY Financial Planner Line at 1-866-724-1946.



SCANA CORPORATION STOCK PURCHASE-SAVINGS PLAN

To:

Participants in the SCANA Corporation Stock Purchase-Savings Plan

From:

Tami Haselden, Plan Manager, SCANA Corporation Stock Purchase-Savings Plan

Re:

Updated Fee Information for the SCANA Stock Purchase-Savings Plan

Date:

January 16, 2015

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

On December 13, 2013, the most recent Summary Plan Description (SPD) was mailed to participants in the SCANA Corporation Stock Purchase-Savings Plan (Plan). This document is an addendum to the SPD and should be kept with the SPD. In addition, this document amends and is an addendum to certain documents previously furnished to participants, which constitute the prospectus for the Plan, and which was separately provided to participants. Please read this material carefully. This is only a summary of the changes to the Plan. If you have any questions, please contact Tami Haselden at (803) 217-9465. If there is any discrepancy between the terms of the Plan or this summary, the terms of the Plan will control.

Individual Transaction Expenses:

Some of the expenses associated with the administration and with your participation in the SCANA Stock Purchase-Savings Plan (Plan) are charged against your Plan account, including general administrative expenses charged on a Plan-wide basis and individual transaction expenses for particular transactions or services that you select.

SCANA has entered into an agreement with Bank of America Merrill Lynch (Merrill Lynch) for Merrill Lynch to provide services to the Plan. These services include, for example, recordkeeping services (tracking participant accounts and transactions), trustee and custodial services associated with the safekeeping of assets of the Plan, and providing participant services such as call centers, websites, account statements and informational materials related to the Plan.

SCANA and Merrill Lynch recently agreed to revise the fee schedule associated with Merrill Lynch's services to the Plan. This document describes how the changes to the fee schedule impact the costs associated with certain Plan transactions.

One of the Plan's investment options is SCANA common stock. Under the terms of the Plan, the Plan Manager directs Merrill Lynch, as the Plan's trustee, to purchase shares of SCANA common stock attributable to Plan investments in the open market or in privately negotiated transactions, or alternatively from SCANA's holdings of authorized but unissued stock (i.e., original issue shares) or of treasury stock (provided that SCANA agrees to sell the stock to the Plan's trustee).

SCANA and Merrill Lynch have agreed to revise the transaction fees for purchases of SCANA common stock. Under the revised fee schedule, if purchases of SCANA common stock attributable to Plan investments are made on the open market instead of from original issue shares, the transaction fee will be changed from \$0.03 per share to \$0.02 per share if a participant directs the purchase or sell of the stock, and \$0.02 per share for SCANA transactions in the stock attributable to Plan investments (e.g., SCANA's matching contributions), which is charged to the participant's account. It is currently anticipated that the Plan will begin purchasing SCANA common stock from the open market on January 27, 2015.

Under the revised fee schedule, if the Plan ceases to purchase shares on the open market and returns to original issue shares, the transaction fee will continue at \$0.02 per share if a participant directs the purchase or sell of SCANA common stock.