

**MITIGATION PLAN AGREEMENT
SALUDA HYDROELECTRIC INTAKE TOWER EQUIPMENT BUILDINGS
REPLACEMENT PROJECT
IN LEXINGTON COUNTY, SOUTH CAROLINA
(FERC PROJECT NO. 516)**

This agreement is dated February 12, 2024,

BETWEEN:

Dominion Energy South Carolina, Inc. (DESC or Licensee)

and

South Carolina State Historic Preservation Officer (SC SHPO)

(each a Party, collectively the Parties)

WHEREAS, DESC owns and operates the Federal Energy Regulatory Commission (FERC)-licensed Saluda Hydroelectric Project No. 516 (Project); and,

WHEREAS, The Project includes facilities that comprise the “Saluda Dam Complex” (SHPO Site Number 0127) (Historic Properties), which has been determined as eligible for inclusion in the National Register of Historic Places (NRHP) under Criterion A for its association with industrial history; Criterion B for its association with significant people; and Criterion C for its architecture and engineering design, as concurred with by SC SHPO. The five intake towers are discussed in relation to the Complex and are thus being treated as part of the Saluda Dam Complex.; and,

WHEREAS, DESC proposes reconstruction of the five intake towers’ masonry equipment buildings associated with life extension work, specifically replacement of the Project headgates, necessary to provide continued safety and operability of the Project for the duration of the existing license, and the new license currently pending before FERC (Undertaking); and,

WHEREAS, the Federal Power Act grants FERC the exclusive authority to license nonfederal hydropower projects on navigable waterways, federal lands, and under certain other criteria; and,

WHEREAS, DESC has conferred with the FERC staff as to the process of SHPO consultation of which FERC staff determined to reference Article 24 of the June 1, 1984 license since a new FERC license has not been issued for the Project; and,

WHEREAS, FERC has delegated responsibility for National Historic Preservation Act (NHPA) Section 106 consultation related to the Project to DESC for those issues covered by Article 24 of the license for the Project; and,

WHEREAS, by applying Article 24, DESC has determined that the proposed reconstruction of the towers in association with replacement of the Project headgates is considered an Undertaking as defined in 36 CFR 800.16(y), and the defined undertaking's area of potential effect (APE) is within the Saluda Dam Complex; and,

WHEREAS, DESC will inform the public through media and community engagement throughout the duration of the overall replacement project; and,

WHEREAS, the Parties have determined that the Undertaking will have an adverse effect on the Historic Properties pursuant to 36 CFR Part 800 and the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and,

WHEREAS, the Parties have determined that the Undertaking's adverse effects cannot be avoided, and the implementation of the treatments set forth in the stipulations of the Mitigation Plan Agreement (MPA) will mitigate the adverse effects from the Undertaking on the Historic Properties; and,

NOW THEREFORE, the Parties agree that the Undertaking shall be administered in accordance with the following stipulations to mitigate the effects of the Undertaking on Historic Properties:

STIPULATIONS

DESC shall ensure that the following measures are carried out:

I. MITIGATION OF ADVERSE EFFECTS ASSOCIATED WITH THE UNDERTAKING

a. Documentation

DESC will develop and submit documentation on the history and significance of the masonry equipment buildings on top of the intake tower structures near the Lake Murray dam to SC SHPO. The documentation package will be submitted to SC SHPO within six months of completion of the project. The Licensee will also retain a copy of the complete documentation package. The documentation will include:

- i. Scans of original drawings of the masonry equipment buildings.
- ii. Scans of original archived pictures with a photo key/log identifying the photographs.
- iii. A brief history of the masonry equipment buildings.
- iv. Digital photographs of each of the original structures prior to removal adhering to the National Register digital photograph standards with a photo key/log that identifies each photograph by building number from #1 to #5. Images will include both interior and exterior views.

- v. New construction drawings of the masonry equipment buildings.
- vi. Photographs of the reconstructed masonry equipment buildings.

b. Reconstruction

DESC will complete the Undertaking consistent with Secretary's Standards for the Treatment of Historic Properties (36 CFR Part 68) using in-kind materials consistent with the Secretary's standards for "Reconstruction." The reconstruction will be based on the accurate duplication of historic features and elements, re-creating the appearance of the buildings in "materials, design, color and texture" as shown on design plans dated January 26, 2024. More specifically, DESC will:

- vii. Remove the existing equipment buildings and install new load bearing precast concrete walls with 'thin brick' veneer exterior.
- viii. Ensure the new precast walls will match existing profiles and heights of concrete wainscot, window sills, mid-height concrete accent and parapet coping.
- ix. Replicate brick shapes and bond patterns in the precast walls.
- x. Repair/refurbish existing metal window frames with new individual panes of wire glass in a fissured opaque glass lite to the extent possible. Install new painted hollow metal doors and frames to match the existing doors from the 1970s.
- xi. Ensure the existing exterior decorative light fixtures will be removed; metal parts refurbished/repared; rewired and provided with LED technology and installed towards the end of overall project.

DESC will consult with the SC SHPO on any change to the proposed work documented in the plans dated January 26, 2024.

c. Public Interpretation

Upon completion of the Undertaking, DESC will prepare and install one or more interpretive signs easily viewable by the public in the area of the dam describing the history of hydropower at the development and the prehistory and history of the region. Signage will include historic images, drawings, contemporary images and text. A portion of the interpretation will focus on the intake towers and identify the masonry buildings as reconstructions and include photographs and plans. Draft interpretive panel texts, design, and proposed locations will be submitted to SC SHPO for review and comment prior to installation. Photographs of the installed interpretive signage will be submitted to SC SHPO for their records.

II. DURATION

The MPA will expire five (5) years from the date of its execution.

III. MONITORING AND REPORTING

Annually, following the execution of the MPA, until it expires or is terminated, DESC will prepare a summary report detailing work undertaken pursuant to its terms and provide to SC SHPO.

IV. DISPUTE RESOLUTION

Should either Party to the MPA object to the manner in which the terms of the MPA are being implemented, that Party will prepare a written objection detailing the specific terms in dispute and provide it to the other Party. The Parties shall consult to resolve the dispute. If DESC determines that the dispute cannot be resolved, DESC may determine to:

- a. Forward all documentation relevant to the dispute, including DESC's proposed resolution to the FERC. The FERC may provide DESC with its advice on the resolution of the dispute. Prior to reaching a final decision on the dispute, DESC shall prepare a written response to the objection that takes into account any advice or comment regarding the dispute which is received within sixty (60) days of DESC's submittal to the FERC and provide a copy of this written response to SC SHPO.
- b. DESC will then proceed according to its final decision.
- c. DESC's responsibility to carry out all other terms of the MPA that are not part of the dispute will remain unchanged.

V. AMENDMENTS

This MPA may be amended when such an amendment is agreed to in writing by the Parties. The amendment will be effective on the date a copy signed by the Parties is filed with the FERC.

VI. TERMINATION

If either Party to this MPA determines that its terms will not, or cannot, be carried out, that Party shall immediately consult with the other Party to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by the Parties) an amendment cannot be reached, either Party may terminate the MPA upon written notification to the other Party.

In the event the MPA is terminated, and work on the Undertaking is to continue, DESC must either (a) execute an agreement pursuant to 36 CFR Part 800.6; or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7. DESC shall notify SC SHPO as to the course of action it will pursue.

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SIGNATORY: DOMINION ENERGY, SOUTH CAROLINA, INC.

By  Date: 02/12/2024

Iris N. Griffin
Vice President, Power Generation

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SIGNATORY: SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 2-12-24

W. Eric Emerson
State Historic Preservation Officer