

Southern California Edison Company
San Onofre Nuclear Generating Station
Request for Information
In Support of the Development of a Strategic
Plan for the Relocation of Spent Nuclear Fuel to
an Offsite Storage Facility

Issuance Date: **Friday, September 28, 2018**

Information Due By: **Friday, November 9, 2018 at 5:00 P.M.**

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I. Introduction

Through this request for information (“RFI”), Southern California Edison Company (“SCE”) is seeking information on how an interested consultant would propose supporting SCE in developing a strategic plan for the relocation of spent nuclear fuel from the San Onofre Nuclear Generating Station (“SONGS”) to an offsite storage facility (“Strategic Plan”).

A. Guiding Principles For Spent Fuel Storage And Disposal

SCE is committed to the safe, secure storage of spent nuclear fuel. SCE recognizes that efforts to relocate SONGS spent nuclear fuel offsite must proceed in a thoughtful, forward thinking, and responsible way, ensuring that relevant interests are recognized and heard. To that end, SCE envisions that the development of the Strategic Plan considering the “Commercially Reasonable” options for offsite storage and disposal will be supported by an inclusive approach involving early coordination with relevant stakeholders and effective communication. SCE, and by extension, any consultant successfully selected will promote the fair, balanced treatment and meaningful representation of stakeholders, including local, state, federal, tribal, and environmental interests, in support of the development of the Strategic Plan.

II. Background

A. Southern California Edison Company

SCE, a subsidiary of Edison International (“EIX”), is headquartered in Rosemead, California, and is one of the largest electric utilities in the United States, serving approximately 5 million customer accounts in its service area within central and southern California. The customer accounts served represent a population base of approximately 15 million individuals. SCE has more than 130 years of experience in the generation, transmission and distribution of electricity. SCE is the Decommissioning Agent and a co-owner of SONGS, along with co-owners San Diego Gas & Electric Company (“SDG&E”), the City of Anaheim (“Anaheim”), and the City of Riverside (“Riverside”).

B. SONGS Spent Nuclear Fuel & ISFSI Construction

In 2000, the California Coastal Commission (“Commission”) issued a coastal development permit (“CDP”) authorizing the construction of a dry storage facility (known as an Independent Spent Fuel Storage Installation (“ISFSI”)) at SONGS to store spent nuclear fuel from SONGS Unit 1. In 2001, the Commission approved an expansion of this ISFSI to store spent fuel from Units 2 and 3. Upon the early retirement of SONGS Units 2 and 3 in 2013, approximately two-thirds of the spent fuel from the Units remained in “wet” storage pools. On October 6, 2015, the Commission approved a CDP (“2015 CDP”) authorizing the construction of an expansion of the on-site ISFSI to accommodate the transfer of all spent fuel to passive dry cask storage.

The ISFSI was completed and made ready to receive spent nuclear fuel in or around January, 2018. As of August 31, 2018, 726 of the 1,318 fuel assemblies from Unit 2 and 832 of the 1,350 fuel assemblies from Unit 3 have been transferred to the ISFSI. SCE is currently on schedule to complete the transfer of all fuel assemblies to the ISFSI by the end of the 2nd Quarter of 2019.

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C. 2017 Settlement Agreement

On November 3, 2015, certain Plaintiffs filed a legal action in San Diego Superior Court challenging the Commission's approval of the 2015 CDP. In August 2017 a *Settlement Agreement Regarding Coastal Development Permit for Storage of San Onofre Spent Nuclear Fuel* ("Settlement Agreement," Attachment B hereto) was reached among SCE and those Plaintiffs. Among other things, the Settlement Agreement dismisses the lawsuit filed by Plaintiffs and details certain steps SCE will take in support of its efforts to relocate the spent nuclear fuel off site.

Per the terms of the Settlement Agreement, pending the development by the U.S. Department of Energy ("DOE") of a permanent nuclear spent fuel repository facility ("Permanent DOE Facility") that can store the SONGS spent nuclear fuel, SCE shall use "Commercially Reasonable" efforts to relocate the SONGS spent fuel to an offsite storage facility. The "Commercial Reasonableness" standard ensures that any actions taken under the Settlement Agreement are practicable, financially prudent and take into account a number of factors including safety, technical feasibility, the regulatory environment, costs, resource availability, utility customer interests, and likelihood of success.

1. Experts Team

In support of SCE's efforts to relocate SONGS spent nuclear fuel to an offsite storage facility, SCE has engaged a team of experts ("Experts Team") to advise SCE on any proposed relocation of SONGS spent nuclear fuel. The Experts Team is comprised of the following persons:

- Kris Cummings,
- Thomas Isaacs (Chair),
- J. Gary Lanthrum,
- Allison Macfarlane,
- Richard C. Moore, and
- Josie Piccone.

Specifically, the Experts Team will provide advice and review of the Strategic Plan that is the subject of this RFI, as described below. The *Curriculum Vitae* of the Experts Team members is included as Attachment D hereto.

The role of the Experts Team with respect to the successfully selected consultant(s) developing the Strategic Plan will be one of independent review on SCE's behalf. Specifically, SCE intends to use the Experts Team to validate the consultant(s)' work product, assumptions, and premises on SCE's behalf. To this end, the Experts Team will not serve as a resource of the consultant, but rather as an arm of SCE as the client, providing peer review, critique, and guidance of the consultant(s)' work.

2. Strategic and Conceptual Transportation Plans

SCE's efforts supporting the proposed relocation of SONGS spent nuclear fuel include assessing the feasibility of relocating said fuel to an offsite storage or disposal facility, including a permanent geologic repository at Yucca Mountain (or other location), as well as consolidated interim storage options pending approval and construction of a final repository. In support of this effort, development of two plans is envisioned:

1. The Strategic Plan for supporting the development of a "Commercially Reasonable" offsite storage facility that is the subject of this RFI; and

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2. A conceptual plan for the transportation of the SONGS spent nuclear fuel to an offsite storage facility assumed to be located in the southwestern region of the United States ("Conceptual Transportation Plan").

Collectively, the Strategic Plan and the Conceptual Transportation Plan may be referred to herein as the "Plans." The Plans shall guide SCE's efforts to relocate the SONGS spent nuclear fuel to an offsite storage facility. While there is no established timeframe for the development of the Plans, SCE expects that these Plans will be developed promptly in the hope that SCE may take advantage of near or medium-term opportunities to transfer SONGS spent fuel offsite. The Plans are described in greater detail in the abstract attached as Attachment A to this RFI.

Note however, this RFI exclusively concerns the development of the Strategic Plan. The development of the Conceptual Transportation Plan is anticipated to be commissioned parallel to, but separate and apart from the Strategic Plan and this RFI.

3. "Commercial Reasonableness"

For purposes of the Strategic Plan, the term "Commercially Reasonable" (or "Commercial Reasonableness") is defined in the Settlement Agreement and means such actions a prudent utility would undertake or decisions it would make under similar circumstances based on the information reasonably available to it at the time. Commercially Reasonable actions or decisions are those that a similarly situated utility determines in its reasonable discretion:

- a. Are practicable and reasonably financially prudent taking into account relevant considerations such as safety, scientific and technical factors, the regulatory environment, financial costs, resource availability, and the likelihood of success of any such actions or decisions;
- b. Would not unreasonably impair or delay SONGS decommissioning activities, financially or otherwise; and
- c. Would allow the owners of SONGS to recover all of their costs from their respective nuclear decommissioning trust funds or from the DOE.

4. Potential Strategic Plan options for an offsite storage facility

Pending the development by DOE of a permanent geologic repository, SCE's efforts to assess the feasibility of relocating SONGS spent nuclear fuel to an offsite storage facility include the development of the Strategic Plan that is the subject of this RFI. Consistent with the provisions of the Settlement Agreement, the Strategic Plan will consider potential options for an offsite storage facility, including but not limited to:

- a. A consolidated interim storage ("CIS") facility to be developed and operated by a third party, such as, but not limited to, Holtec and Eddy Lea Energy Alliance's proposed CIS facility in New Mexico and Interim Storage Partner's proposed CIS facility in Texas;
- b. An expanded ISFSI at the Palo Verde Nuclear Generating Station ("Palo Verde") located near Tonopah, Arizona; and
- c. Other options beyond CIS and Palo Verde, including:
 - i. "Pilot Interim Storage" to be developed and operated by DOE, initially focused on accepting spent nuclear fuel from shutdown reactor sites; and

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- ii. A permanent geologic repository, including but not necessarily limited to Yucca Mountain.

Each potential offsite storage alternative will likely pose unique challenges (e.g., political, technical, legal, economic, public safety, security, etc.) that will need to be considered in the Strategic Plan. That said, there is considerable research and past experience that SCE expects will be taken into account in support of the evaluation of these alternatives by any selected consultant. For example, the Nuclear Waste Policy Act (“NWPA”) of 1982 required the Secretary of Energy to issue guidelines for the selection of sites to be evaluated for suitability as geologic repositories (e.g., Yucca Mountain).

The experience of Yucca Mountain offers valuable insights into the challenges of developing potential offsite storage alternatives in the Strategic Plan. While there may be support for permanent geologic repositories generally, specific technical and political concerns surrounding Yucca Mountain have proven difficult to overcome in the near term. CIS facilities face their own set of technical and political concerns.

SCE anticipates the Strategic Plan will consider a broad spectrum of challenges to potential offsite storage alternatives and will specifically draw from past lessons learned by the nuclear industry, both domestically and internationally, in developing such alternatives for SONGS spent fuel.

D. SONGS Preparations To Move Spent Fuel

While not described in the Settlement Agreement, complimentary to the Strategic Plan’s considerations of potential offsite storage locations are efforts SONGS must undertake in preparation for the offsite relocation of its spent fuel. SCE expects that the Strategic Plan will consider measures SONGS should take to improve its readiness to transfer its spent fuel to any given alternative offsite storage location.

III. Responding Consultants and Desired Expertise

SCE has not limited the specific disciplines that will be considered in support of the development of the Strategic Plan. SCE is open to and is actively seeking suggestions *via* this RFI as to the appropriate qualifications of the consultant(s) ultimately chosen to support SCE’s development of this Strategic Plan.

With that in mind, SCE currently anticipates numerous disciplines would be useful in the development of the Strategic Plan, including but not limited to nuclear engineering, spent fuel siting and licensing, spent fuel transportation, radiation detection and monitoring, public engagement, political consulting and lobbying, state and Tribal interaction, environmental analysis, and technical writing.

It is understood that responding consultants may not possess expertise in all disciplines anticipated to ultimately be required for the development of the Strategic Plan. Interested consultants may respond for consideration as a “prime” consultant or as a “sub” consultant. A prime consultant would be responsible for certain disciplines, as well as the management and potential engagement of sub consultants responsible for other specific disciplines. Interested consultants may also submit responses to this RFI jointly with other consultant(s).

SCE reserves the right to select the consultant or grouping of consultants that SCE believes, in its sole discretion, to be best suited to develop the Strategic Plan.

IV. Requested Information

This RFI seeks information on the capabilities and approach that an interested consultant would propose for developing the Strategic Plan for the relocation of spent nuclear fuel from SONGS to an offsite storage facility.¹ Interested parties are requested to respond to this RFI with information as requested below.

A. Section 1

Section 1 of the response shall provide administrative information regarding the responding consultant(s), and shall include but not be limited to:

1. Name(s), mailing address(es), overnight delivery address(es) (if different from mailing address), phone number(s), fax number(s), and e-mail(s) of designated point(s) of contact for the response.
2. Indication as to whether the responding consultant desires to be considered as a “prime” consultant or as a “sub” consultant.² All responding consultants should clearly indicate the scope of the services being offered for consideration.
3. Interested consultants may also submit responses to this RFI jointly with other consultant(s). Where two or more consultants have responded jointly, the response should clearly designate the area of expertise associated with each consultant. Joint responses should also indicate whether they are amenable to being split up and paired with other consultants by SCE.
4. Any additional administrative information you believe is relevant for SCE’s consideration.

B. Section 2

Section 2 of the response shall provide the information and/or answer the questions in the order identified here:

1. **Capabilities:** Please describe the capacity of your company to support the development of the Strategic Plan as described herein. In formulating your response, please include experience your company has relevant to the task of developing the Strategic Plan, as well as any relevant experience regarding the transportation and storage of used nuclear fuel in the United States and/or internationally. Such experience may include, but is not limited to nuclear engineering, spent fuel siting and licensing, spent fuel transportation, radiation detection and monitoring, public engagement, political consulting and lobbying, state and tribal interactions, environmental analysis, technical writing, *etc.* Further, please describe the capacity of your company to assess whether a spent fuel storage alternative is “commercially reasonable,” which capabilities may include, but are not limited to economic analyses, knowledge of regulatory affairs, technical analyses, *etc.*

¹ This RFI solely concerns the development of the Strategic Plan. The development of the Conceptual Transportation Plan is a separate effort and not addressed via this RFI.

² A prime consultant would be responsible for certain disciplines, as well as the management and potential engagement of other sub consultants responsible for other specific disciplines.

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2. **Personnel:** Who are the key personnel who will contribute to the Strategic Plan's development? Please describe where these personnel resources are physically located any relevant experience they may have (for example, the skillsets required to address the Strategic Plan points in [Attachment A](#)). If possible, please include the biographies or curriculum vitae of any key personnel, along with their relevant qualifications as attachments to your response. If you would plan to engage any subconsultants and/or propose to jointly undertake the development of the Strategic Plan with another entity, please provides the name(s) of those subconsultants/entities, along with relevant information regarding any of their key personnel.
3. **Plan Structure:** What are the main elements that you anticipate will need to be addressed in the Strategic Plan? Please discuss how the Strategic Plan should be organized and what factors should be considered in assessing feasibility.³
4. **Process:** Please describe how you would manage the development of the Strategic Plan. In formulating your response, please describe: what regular interactions you would require with SCE representatives and management, as well as the Experts Team; how would you suggest regularly interfacing with SCE; how would you go about accumulating information and data needed to support the development of the Strategic Plan; what sources of information you anticipate using in completing this work; and which other entities you foresee interacting with in support of the development of the Strategic Plan.
5. **Alternatives Identification:** Please describe how you would approach the identification of reasonable alternatives for an offsite storage facility in addition to those described in the Settlement Agreement; what steps SCE might take in order to prepare for the potential implementation of these alternatives; what changes in the regulatory landscape may impact the viability of the identified alternatives; and how do you propose evaluating the sustainability of the various alternatives identified.
6. **Stakeholder Engagement:** Identify and describe the degree of stakeholder engagement you propose be undertaken in support of the development of the Strategic Plan? What resources and relationships does your company possess which might support this engagement?
7. **Defensibility:** How would you demonstrate to interested stakeholders that the development of the Strategic Plan and strategies recommended therein are reasonable?
8. **Budget:** Based on the information available, what do you tentatively estimate to be the range of the approximate budget for the development of the Strategic Plan? What factors and/or variables may substantially change this preliminary estimate? Please delineate labor and non-labor estimated costs.
9. **Timeline:** Based on the information available, please describe a tentative timeline for the development of the Strategic Plan, including major milestones in support of same.
10. **Other:** Please describe any additional information you believe is relevant to the development of the Strategic Plan not captured in any of the points above.

³ Responses to questions 3 through 5 should be informed by the discussion in abstract appended in [Attachment A](#).

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V. Response Requirements and Deadline

Respondent shall submit an electronic copy of its responses to ian.forrest@sce.com no later than 5:00 P.M. Pacific Daylight Time on Friday, November 9, 2018. SCE, at its sole discretion, may elect to accept responses received after this deadline. Responses shall provide the information and/or answer the questions in the order identified in Section IV above.

All responses should bear prominent markings asserting the confidential nature of the response. The e-mail transmitting the response shall contain the same "*Confidential*" assertion prominently placed in the body of the email. A copy of the *Confidentiality and Non-disclosure Agreement* ("NDA") (Attachment C hereto) must be included with any response. The NDA must be executed by any Respondent, as well as any proposed Subconsultant(s) and/or Joint Respondent(s) as may be applicable.

VI. Anticipated Consultant Retention Timeframe

SCE's anticipated timetable for the retention of the consultant to develop the Strategic Plan is as follows below. SCE reserves the right to depart from the anticipated timetable at any time.

Date	Event
09/28/18	Release of RFI
10/19/18	Questions (if any) due to SCE regarding the RFI
11/9/18	Responses to RFI due to SCE
11/30/18	Date by which SCE intends to select Respondents for additional interviews
12/3/18 – 12/14/18	Planned Respondent interview period (Schedules permitting)
12/17/18 – 1/18/19	Planned SCE evaluation of proposals and interviews. SCE may follow up with additional questions regarding any particular proposal and/or interview.
2/1/19	Planned notification of contractor selection. Alternate(s) (if any) and unsuccessful candidates will also be notified.
Feb. 2019	Consultant negotiation and engagement

VII. Questions

Questions regarding this RFI should be submitted by e-mail to ian.forrest@sce.com no later than 5:00 P.M. Pacific Standard Time on Friday, October 19, 2018.

VIII. Disclaimers and Additional Information

This is a request for information, issued solely for information and planning purposes. It is only to identify resources that can support the development of a Strategic Plan for the relocation of spent nuclear fuel to an offsite storage facility.

This RFI does not constitute a Request for Proposal ("RFP") or a promise to issue an RFP in the future. This request for information does not commit SCE to contract for any supply or service whatsoever. Not responding to this RFI does not preclude participation in any future RFP, if any is issued.

The information provided in the RFI is subject to change and is not binding on SCE.

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All responses to this RFI, as well any proprietary rights created, conceived, developed, and/or reduced to practice and submitted by Respondent in any such response shall be the property of SCE. RFI responses should contain no proprietary work product Respondent desires to maintain exclusive rights to, or any third-party proprietary information conveyed without appropriate consent. SCE will retain all responses consistent with the document retention and management policies of SCE's law department.

SCE reserves the right to modify or cancel this RFI at any time, reject any and all responses, and to waive irregularities, if any.

SCE reserves the right to suspend this RFI or to issue a new RFI that would supersede and replace this RFI.

SCE reserves the right to submit follow-up questions or inquiries, to request clarification of information submitted, and to request additional information from any one or more of the Respondents.

SCE shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFI.

SCE shall not be liable for any costs incurred by any Respondent in preparing any information for submission in connection with this RFI, or for any costs incurred in responding to this RFI. Any and all costs so incurred shall remain the sole responsibility of the Respondent.

Submission of a proposal constitutes acknowledgement by the Respondent that it has received and read this RFI, Attachments, and related documents.

IX. Attachments

The following documents are attached hereto in support of any responses:

- a. *SONGS Settlement Agreement Plans Abstract (May 2018)*
- b. *Settlement Agreement Regarding Coastal Development Permit for Storage of San Onofre Spent Nuclear Fuel (August 2017)*
- c. *Confidentiality and Non-disclosure Agreement.*
- d. *Experts Team Curriculum Vitae*

X. Conclusion

Our thanks in advance for your consideration and response to this RFI. We look forward to discussing these matters with you.

ATTACHMENT A

SONGS Settlement Agreement Plans Abstract (May 2018)

Attachment A

SONGS Settlement Agreement Plans

Settlement Agreement Provisions

“[T]he Parties acknowledge that they have a shared interest in relocating SONGS Spent Fuel on an interim basis to an offsite facility that would be licensed by the NRC and permitted, constructed, and operated by either the federal government or a third party (an ‘Offsite Storage Facility’).”

“Pending the development by DOE of a permanent nuclear spent fuel repository facility (‘Permanent DOE Facility’) that can store Spent Fuel, SCE shall use Commercially Reasonable (as defined below) efforts to relocate the SONGS Spent Fuel to an Offsite Storage Facility, including, but not limited to: (1) a consolidated interim storage (‘CIS’) facility to be developed and operated by a third party, such as Holtec and Eddy Lea Energy’s proposed CIS in New Mexico and Waste Control Specialists’ proposed CIS in Texas; or (2) an expanded ISFSI at the Palo Verde Nuclear Generating Station (‘Palo Verde’) located near Tonopah, Arizona.”

“Commercially Reasonable actions or decisions under this Agreement are those that a similarly situated utility determines in its reasonable discretion (a) are practicable and reasonably financially prudent taking into account all relevant considerations such as safety, scientific and technical factors, the regulatory environment, financial costs, resource availability, and the likelihood of success of any such actions or decisions, (b) would not unreasonably impair or delay SONGS decommissioning activities, financially or otherwise, and (c) would allow the Owners to recover all of their costs from their respective nuclear decommissioning trust funds or from the DOE.”

“To assess the feasibility of relocating SONGS Spent Fuel to an Offsite Storage Facility, SCE shall: (1) develop a conceptual plan for the transportation of the SONGS Spent Fuel to an Offsite Storage Facility assumed to be located in the southwestern region of the United States (‘Transportation Plan’), and (2) develop a strategic plan for supporting the development of a Commercially Reasonable Offsite Storage Facility (‘Strategic Plan’) (together, the ‘Plans’).”

Strategic Plan (SP)

Objective: To identify feasible/reasonable potential locations for an Offsite Storage Facility that can accept SONGS Spent Fuel, and to recommend actions that can be taken by SCE in furtherance of feasible alternatives.

- To maximize the effectiveness of the SP, the detailed assessment should focus only on locations/alternatives that are considered viable. Viable options may include options emerging in the future if not unreasonably speculative.
- The SP is not a “decision document,” rather it is intended to identify actions that will guide SCE’s efforts in supporting pursuit of one or more offsite storage options.
- The SP development should proceed in phases:

Attachment A

- o Phase 1: specify criteria/processes to screen alternatives for further analysis; identify all alternatives that will be evaluated against the screening criteria and carried forward in the SP, and discuss the reasons why other screened out alternatives are dismissed from further consideration. This phase should include a description of the anticipated degree of federal government involvement in the various alternatives considered.
 - o Phase 2: assess the relative advantages, disadvantages and feasibility of each alternative, taking into account factors such as:
 - potential technical issues associated with siting and transport of spent nuclear fuel;
 - legal issues that may ease or impede the alternatives;
 - regulatory issues associated with each alternative;
 - anticipated community and stakeholder engagement and feedback;
 - costs of each alternative including packaging, transport, legal, regulatory, and labor; and the
 - timing, certainty, and relative risks associated with each alternative.
 - o Phase 3: summarize the advantages and disadvantages including the challenges and obstacles associated with each alternative and recommended actions/steps that SCE and other stakeholders can take to support the development of feasible alternatives – in addition to the Conceptual Transportation Plan (CTP) – in order to be prepared to expeditiously move SONGS Spent Fuel to an Offsite Storage Facility when an alternative is realized.
- The SP will include an overview of the regulatory framework that governs nuclear waste storage and a brief history of storage efforts to date.
 - The SP will address transportation issues at a high level by identifying any site-specific issues related to a particular alternative (*e.g.*, the proximity of rail facilities, the costs of transport to a DOE facility vs. privately owned facility, etc.). The CTP may be developed in parallel with the SP, but the two plans are separate and independent work products.¹

Conceptual Transportation Plan (CTP)

Objective: Once an Offsite Storage Facility is available, the necessary planning for transporting the SONGS Spent Fuel to the Offsite Storage Facility is estimated to take 3-5 years. In order to expedite the movement of spent fuel from SONGS, the CTP aims to complete some of the initial work that would be

¹ Note, the RFI solely concerns the development of the Strategic Plan. The development of the Conceptual Transportation Plan is a separate effort and not addressed *via* this RFI.

Attachment A

involved in preparing a formal Transportation Plan. In the absence of a definitive location, the Agreement directs SCE to assume that the ultimate location will be in the southwestern United States.

- If an Offsite Storage Facility becomes available anywhere in the southwestern US, the portion of the rail transportation route from SONGS to the California border *en route* to that facility will be the same, regardless of the facility's location. Therefore, the CTP will evaluate issues associated with this segment of the overall rail route, as well as identify and evaluate additional generic issues associated with transporting SONGS Spent Fuel across state lines or internationally (*e.g.*, via barging).
- The CTP should consider potential transportation alternatives to rail. For a storage facility in the southwestern US, such alternatives may include transportation by barge from Southern California to the Texas Gulf Coast.
- The final CTP may be a public or confidential document, or some combination of the two as needed to protect sensitive information.
- The following topics will be included in the CTP:
 - Overview of the regulatory framework that governs nuclear waste transportation differentiating between federal and private sector requirements.
 - Potential transportation alternatives including rail, heavy-haul truck, and barge.
 - Process regulations and lead times associated with design, certification, procurement, and fabrication of transportation equipment.
 - Equipment proposed/required for each of the alternatives/sites to facilitate transportation.
 - Emergency preparedness and emergency response requirements differentiating between federal and private sector regulations.
 - Facility and infrastructure assessment, both for SONGS and near to the alternatives/sites considered.
 - Interactions with tribal, state, and local governments.
 - Logistical and technical issues associated with the quantities of waste to be transported.
 - Additional laws, regulations, permits, *etc.* required to move spent fuel to an independent spent fuel storage installation (ISFSI) or other alternative site.
 - Timeline of transportation shipments that factor in transportation cask license requirements.

ATTACHMENT B

Settlement Agreement Regarding Coastal Development Permit for
Storage of San Onofre Spent Nuclear Fuel (August 2017)

**SETTLEMENT AGREEMENT REGARDING COASTAL DEVELOPMENT PERMIT
FOR STORAGE OF SAN ONOFRE SPENT NUCLEAR FUEL**

This Settlement Agreement Regarding Coastal Development Permit for Storage of San Onofre Spent Nuclear Fuel (“Agreement”) is made by and between Citizens Oversight, Inc. and Patricia Borchmann (collectively, “Plaintiffs”), on the one side, and Southern California Edison (“SCE”), on the other side. (Plaintiffs and SCE are collectively referred to as the “Parties” and individually referred to as a “Party.”)

I.

RECITALS

A. The San Onofre Nuclear Generating Station (“SONGS”) is located on a site in northern San Diego County within the U.S. Marine Corps Base, Camp Pendleton. SCE, the City of Riverside, and San Diego Gas & Electric (collectively, the “Owners”) own SONGS. The City of Anaheim is a former co-owner of SONGS but, for purposes of this Agreement only, is referred to as an Owner.

B. SONGS previously consisted of three nuclear power reactors referred to as Units 1, 2, and 3. The most significant decommissioning activities concerning Unit 1 have been completed. Units 2 and 3 were permanently retired (and ceased generating spent nuclear fuel) as of 2013. SCE is applying for the necessary government approvals to decommission Units 2 and 3.

C. In 2000, the California Coastal Commission (“Commission”) issued a coastal development permit (“CDP”) that authorized demolition of the SONGS Unit 1 structures and the construction of a dry storage facility known as an Independent Spent Fuel Storage Installation (“ISFSI”) to store Unit 1 spent nuclear fuel (the “Original ISFSI”). In 2001, the Commission approved an expansion of the Original ISFSI to store Units 2 and 3 spent nuclear fuel.

D. Most of the spent nuclear fuel generated at SONGS is currently stored in the Original ISFSI, which stores 1,187 spent fuel assemblies, and in “wet” storage pools in Units 2 and 3. On October 6, 2015, the Commission approved a CDP (the “2015 CDP”) that authorized

the construction of an additional on-site ISFSI with 75 fuel storage modules to store the 2,668 spent fuel assemblies currently in wet storage (the “Project ISFSI”). The SONGS spent fuel stored in the Original ISFSI and in “wet” storage pools in Units 2 and 3 totals 3,855 spent fuel assemblies, referred to herein as “SONGS Spent Fuel.” Approximately 270 assemblies of SONGS 1 spent nuclear fuel are stored offsite in “wet” storage at GE Hitachi’s facility in Morris, Illinois (“Morris Fuel”).

E. The Project ISFSI is known as “HI-STORM UMAX,” manufactured by Holtec International (“Holtec”). The U.S. Nuclear Regulatory Commission (“NRC”) has approved and licensed the HI-STORM UMAX for use at SONGS.

F. On November 3, 2015, Plaintiffs filed the Verified Petition for Writ of Administrative Mandate (C.C.P. § 1094.5) and Complaint for Declaratory Relief (“Petition”) in the action entitled *Citizens Oversight, Inc. v. California Coastal Commission* (“Action”), which is pending in the Superior Court for the County of San Diego (“Trial Court”). The Commission, as the Respondent in the Action, and SCE, the Real Party in Interest in the Action, filed Answers in which they generally deny the claims alleged in the Action.

G. The Parties’ disputed legal and factual positions concerning the 2015 CDP are set out in their respective pleadings and the Commission’s administrative record filed in the Action.

H. SCE believes that the long term, permanent storage and disposal of SONGS Spent Fuel and Morris Fuel is, under applicable law, the responsibility of the U.S. Department of Energy (“DOE”) and that DOE has not yet discharged its responsibility. Plaintiffs desire to expedite the transfer of the SONGS Spent Fuel to a more inland location because they believe that is an overall benefit to the local community. Given that circumstance, the Parties acknowledge that they have a shared interest in relocating SONGS Spent Fuel on an interim basis to an offsite facility that would be licensed by the NRC and permitted, constructed, and operated by either the federal government or a third party (an “Offsite Storage Facility”). Until it is transferred to the federal government or third party, SCE will continue to maintain ownership of its SONGS Spent Fuel.

I. Given that shared interest, the Parties have engaged in settlement negotiations and now desire to set forth the terms by which they have agreed to resolve their dispute concerning the 2015 CDP and the claims and defenses in the Action.

II.

TERMS OF THE AGREEMENT

For the good and valuable consideration, the Parties agree as follows:

A. Proposed Relocation of SONGS Spent Fuel

1. Pending the development by DOE of a permanent nuclear spent fuel repository facility (“Permanent DOE Facility”) that can store the SONGS Spent Fuel, SCE shall use Commercially Reasonable (as defined below) efforts to relocate the SONGS Spent Fuel to an Offsite Storage Facility, including, but not limited to: (1) a consolidated interim storage (“CIS”) facility to be developed and operated by a third party, such as Holtec and Eddy Lea Energy’s proposed CIS in New Mexico and Waste Control Specialists’ proposed CIS in Texas; or (2) an expanded ISFSI at the Palo Verde Nuclear Generating Station (“Palo Verde”) located near Tonopah, Arizona. The Commercially Reasonable efforts provided for in this paragraph are those set forth below in Section II.B of this Agreement.

2. For purposes of this Agreement, the term “Commercially Reasonable” (or “Commercial Reasonableness”) shall mean such actions a prudent utility would undertake or decisions it would make under similar circumstances based on the information reasonably available to it at the time. For avoidance of doubt, Commercially Reasonable actions or decisions under this Agreement are those that a similarly situated utility determines in its reasonable discretion (a) are practicable and reasonably financially prudent taking into account all relevant considerations such as safety, scientific and technical factors, the regulatory environment, financial costs, resource availability, and the likelihood of success of any such actions or decisions, (b) would not unreasonably impair or delay SONGS decommissioning activities, financially or otherwise, and (c) would allow the Owners to recover all of their costs from their respective nuclear

decommissioning trust funds or from the DOE.

B. SCE's Commitments

1. To implement the intent of Section II.A.1 of this Agreement, SCE shall retain a team of expert consultants including at least one expert from each of the following fields: nuclear engineering (or equivalent), spent fuel siting and licensing, spent fuel transportation, and radiation detection and monitoring ("Experts Team"). The Experts Team will advise SCE on issues related to the proposed relocation of SONGS Spent Fuel to an Offsite Storage Facility.

- a. Within sixty (60) calendar days after the Effective Date of this Agreement, SCE shall issue written requests for proposal to qualified consultants for the purpose of forming the Experts Team.
- b. Within ninety (90) calendar days after receiving the written proposals, SCE shall retain the consultants that will serve on the Experts Team. Within seven (7) calendar days of completing the retention of consultants who will serve on the Experts Team, SCE will inform Plaintiffs' attorneys in writing of the identity and expertise of the consultants.
- c. SCE will consult with Plaintiffs' attorneys regarding the selection of the Expert Team but SCE shall retain discretion to select and manage the Experts Team consistent with the terms and purpose of this Agreement.

2. To assess the feasibility of relocating SONGS Spent Fuel to an Offsite Storage Facility, SCE shall: (1) develop a conceptual plan for the transportation of the SONGS Spent Fuel to an Offsite Storage Facility assumed to be located in the southwestern region of the United States ("Transportation Plan"), and (2) develop a strategic plan for supporting the development of a Commercially Reasonable Offsite Storage Facility ("Strategic Plan") (together, the "Plans").

- a. Within thirty (30) calendar days of the Experts Team's formation, SCE will solicit the input of the Experts Team as to the appropriate scope for the Plans, including potential locations for an Offsite Storage Facility, and a schedule for completion of the Plans.

3. Within ninety (90) calendar days after the Effective Date of this Agreement, SCE

will formally make a written request to solicit an agreement from the owners of Palo Verde regarding the development of an expanded ISFSI that would store SONGS Spent Fuel at the Palo Verde site. If SCE's request for such consideration is accepted, SCE will engage in discussions with the owners of Palo Verde to evaluate the feasibility of licensing, constructing, and operating such an expanded facility on Commercially Reasonable terms. SCE shall not be obligated to enter into any binding agreement with the owners of Palo Verde concerning the storage of SONGS Spent Fuel that is not Commercially Reasonable. SCE will provide Plaintiffs' attorneys information regarding the progress of discussions with Palo Verde.

4. SCE will develop the Inspection and Maintenance Program for the Project ISFSI required as Special Condition 7 under the 2015 CDP by October 6, 2020 rather than the October 6, 2022 date provided for under Special Condition 7.

5. SCE will develop a written plan addressing contingencies for damaged or cracked canisters consistent with NRC regulations and requirements by October 6, 2020.

6. On or before the expiration of ninety (90) calendar days after the Effective Date of this Agreement and monthly thereafter, SCE shall provide Plaintiffs with a report regarding its progress in fulfilling the commitments under Sections II.B.2-5 of the Agreement. Beginning with the sixth monthly progress report and continuing quarterly thereafter until SCE's completion of its commitments under Sections II.B.2-5 of this Agreement, SCE shall provide the Plaintiffs with a report regarding its progress in fulfilling each of the commitments under Sections II.B.2-5 of the Agreement.

7. Starting on January 1, 2018 and continuing until all fuel in "wet" storage pools in Units 2 and 3 has been transferred to the Project ISFSI, SCE shall provide Plaintiffs with a monthly progress report on the storage of SONGS Spent Fuel at SONGS. This report will be based on non-confidential information regarding the number of spent fuel assemblies moved from the spent fuel pools to the Project ISFSI.

8. SCE shall spend up to, but no more than, \$4,000,000 (four million dollars) on

consultant fees and other costs for satisfying the commitments in Section II.B.

C. Implementation of Strategic Plan

1. SCE shall use Commercially Reasonable efforts to implement any recommendations or actions identified in the Strategic Plan subject to the following conditions:

- a. Such recommendations or actions must be consistent with the standard of Commercial Reasonableness;
- b. The California Public Utilities Commission (“CPUC”) must approve an application requesting cost recovery of any costs associated with implementing the Strategic Plan and costs for the transportation and storage of SONGS Spent Fuel;
- c. Any relocation of SONGS Spent Fuel to an Offsite Storage Facility must result in the transfer of liability for and title to the SONGS Spent Fuel to a third party unless SCE obtains contract terms from the third party, such as, but not limited to, indemnities and insurance provisions, that offer Commercially Reasonable protection from liabilities and risks that may arise from SCE’s retention of title to the SONGS Spent Fuel;
- d. Any recommendations or actions identified in the Strategic Plan are subject to approval by the Owners, which approval shall be consistent with the standard of Commercial Reasonableness; and
- e. The Owners must be able to obtain recovery of costs associated with the transportation and storage of SONGS Spent Fuel from their respective nuclear decommissioning trust funds or from the DOE.

2. If a Commercially Reasonable Offsite Storage Facility is identified, SCE shall in good faith submit a complete application to the CPUC for approval of the costs associated with the transportation and storage of SONGS Spent Fuel.

D. Duration and Termination

1. This Agreement shall commence on the Effective Date and shall continue in full force and effect until the earlier to occur of the following:

- a. SCE has fulfilled its commitments under Section II.B of the Agreement and, in consultation with the Experts Team, has determined either that: (i) an Offsite Storage Facility that is Commercially Reasonable is not available; or (ii) implementation of recommendations or actions identified in the Strategic Plan is not Commercially Reasonable;
- b. Applicable laws or regulations prohibit the relocation of SONGS Spent Fuel to an Offsite Storage Facility;
- c. An Offsite Storage Facility, which is capable of storing SONGS Spent Fuel, is licensed by the NRC and the operators of such facility have contractually agreed to accept SONGS Spent Fuel on Commercially Reasonable terms;
- d. The NRC has approved a license for the construction of a Permanent DOE Facility that can store SONGS Spent Fuel prior to the relocation of SONGS Spent Fuel to an Offsite Storage Facility; or
- e. The initial term of the 2015 CDP has expired, regardless of whether or not the SONGS Spent Fuel has been moved to an Offsite Storage Facility.

2. SCE shall provide notice of the proposed termination under Section II.D.1 and the basis therefor to Plaintiffs thirty (30) calendar days prior to termination, which may be extended by mutual agreement of the Parties.

3. The provisions of Sections II.F, II.G, and II.J.1 shall survive the expiration or termination of this Agreement.

E. Dismissal

1. Concurrently with the filing of the ex parte application described in Section II.E.2, below, Plaintiffs shall sign and cause to be filed and served a request for dismissal of the entire Action with prejudice subject to the Trial Court retaining jurisdiction to enforce the terms of this Agreement pursuant to Section 664.6 of the California Code of Civil Procedure (“CCP”) as specified below.

2. Upon full execution of this Agreement, the Parties shall execute a Stipulation and Order in the form attached hereto as Exhibit A to this Agreement (“Stipulation”). Within five (5) calendar days of the full execution of this Agreement, the Parties shall file and serve an ex parte application with the Trial Court seeking an order approving the Stipulation. The Stipulation and said ex parte application shall request the Trial Court to enter an order dismissing the entire Action with prejudice subject only to the Trial Court retaining jurisdiction to enforce the Agreement pursuant to CCP Section 664.6 as follows: (1) any CCP Section 664.6 Enforcement Motions (as defined in Section II.H.2) by Plaintiffs shall be limited to requests for specific performance or injunctive relief to compel SCE to perform the commitments enumerated in Section II.B within the timeframes set forth in said sections, and (2) the Trial Court’s jurisdiction will not extend to: (i) awarding monetary relief or an award of attorneys’ fees or costs, unless a Party acts in bad faith, (ii) vacating the dismissal of the Action, (iii) rescinding or terminating this Agreement, or (iv) imposing statutory or other costs, fees, or penalties (the “Dismissal Order”).

F. Release of Claims

1. Upon the Effective Date of this Agreement, Plaintiffs, on behalf of themselves and each of their predecessors, successors, and assigns (the “Plaintiffs Releasing Parties”), hereby fully and forever release and discharge each of the Owners and each of their respective past, present, and future parent, subsidiary and affiliate companies, joint ventures, partnerships, directors, officers, shareholders, partners, elected and appointed officials, predecessors, successors, affiliates, agents, representatives, employees and assigns (the “Owner Released Entities”) from all claims, debts, demands, claims for relief, causes of action, writ proceedings, loss, and liability of every type and nature whatsoever arising under any federal, state, or local law or regulation, whether direct, indirect, fixed, contingent or consequential, known or unknown, suspected or unsuspected, relating to the Action and the claims and defenses in the Action, the Original ISFSI, the 2015 CDP, or the Project ISFSI (collectively, “Plaintiffs’ Released Claims”).

2. Each of Plaintiffs Releasing Parties hereby warrants and represents that he, she, or

it is familiar with the provisions of California Civil Code Section 1542 and, as to the matters released in Section II.F.1, expressly waives and relinquishes any rights or benefits related to the subject matter of each of the Plaintiffs' Released Claims, that he, she or it has or may have pursuant to Civil Code Section 1542. Section 1542 reads as follows:

SECTION 1542: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. Upon the Effective Date of this Agreement, SCE, on behalf of itself and each of its predecessors, successors, and assigns (the "SCE Releasing Parties"), hereby fully and forever releases and discharges each of the Plaintiffs and each of their respective past, present, and future parent, subsidiary and affiliate companies, joint ventures, partnerships, directors, officers, shareholders, partners, elected and appointed officials, predecessors, successors, affiliates, agents, representatives, employees and assigns (the "Plaintiffs Released Entities") from all claims, debts, demands, claims for relief, causes of action, writ proceedings, loss, and liability of every type and nature whatsoever arising under any federal, state, or local law or regulation, whether direct, indirect, fixed, contingent or consequential, known or unknown, suspected or unsuspected, relating to the Action and the claims and defenses in the Action, (collectively, "SCE's Released Claims").

4. Each of the SCE Releasing Parties hereby warrants and represents that he, she or it is familiar with the provisions of California Civil Code Section 1542 and, as to the matters released in Section II.F.3, expressly waives and relinquishes any rights or benefits related to the subject matter of each of the SCE Released Claims, that he, she, or it has or may have pursuant to Civil Code Section 1542. Section 1542 reads as follows:

SECTION 1542: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. Nothing in this Agreement shall be construed as a waiver of, or in any way limit,

contradict or prohibit any Party from enforcing this Agreement pursuant to Section II.H.

G. Covenant Not to Sue

1. Commencing on the Effective Date of this Agreement, Plaintiffs, for themselves and on behalf of the Plaintiffs Releasing Parties, and subject to the provisions of Section II.H, covenant that he, she, or it will not file any claim, lawsuit, or action under any federal, state, or local law (i) in any new judicial, regulatory, or administrative proceeding, or (ii) in any pending judicial, regulatory, or administrative proceeding, which relates to or involves the storage or transportation of SONGS Spent Fuel (the “Covenant Not To Sue”). The Covenant Not To Sue shall further prohibit each of the Plaintiffs from directly encouraging, assisting, supporting (including, without limitation, by providing any financial support or donations) or otherwise facilitating any person or entity to file any lawsuit or any other judicial proceeding, or bring any administrative challenge under federal, state, or local law that relates to or involves the storage or transportation of SONGS Spent Fuel.

H. Dispute Resolution/Enforcement of Agreement

1. The Parties agree that the Commission is a third-party beneficiary of this Agreement and may enforce certain provisions of the Agreement as provided for in Section II.E.2. The Parties intend that no other entity or person shall be deemed a third-party beneficiary of this Agreement.

2. The sole and exclusive method for resolving disputes under and enforcing this Agreement shall be a motion for enforcement to the Trial Court pursuant to CCP Section 664.6 as specified in the Dismissal Order (a “CCP Section 664.6 Enforcement Motion”) preceded by good faith negotiation and mediation as set forth below. The Parties expressly waive any right to other remedies, including but not limited to, rescission and monetary fees, costs, and damages. The Commission, in enforcing this Agreement as a third-party beneficiary, is not required to engage in the good faith negotiation and mediation processes set forth in Sections II.H.3 and II.H.4 and may file a CCP Section 664.6 Enforcement Motion as provided in Section II.H.5 without engaging in

either of these processes.

3. Prior to filing a CCP Section 664.6 Enforcement Motion, a Party believing another Party has breached this Agreement shall provide written notice of the dispute to all other Parties (“Notice”). Within thirty (30) calendar days from service of the Notice, the Parties shall meet and confer in good faith to resolve the dispute.

4. If the dispute is not resolved as a result of the meet and confer process, before filing a CCP Section 664.6 Enforcement Motion, the Parties shall engage in a nonbinding mediation. Either Party may initiate mediation by providing Notice to the other Party setting forth a description of the dispute and the relief requested. The Parties will cooperate with one another in selecting the mediator (“Mediator”) from the panel of neutrals from Judicial Arbitration and Mediation Services (“JAMS”), its successor or any other mutually acceptable non-JAMS mediator, and in scheduling the time and place of mediation. Such selection and scheduling will be completed within thirty (30) calendar days after Notice of the request for mediation. If the Parties are unable to agree on a mediator, then they shall request that JAMS appoint a qualified mediator within fifteen (15) calendar days. Unless otherwise agreed to by the Parties, the mediation will not be scheduled for a date that is longer than ninety (90) calendar days after Notice of the request for mediation. The Parties agree to participate in the mediation in good faith, and that they will share equally in its costs (other than the Party’s individual attorneys’ fees and costs related to that Party’s participation in the mediation, which fees and costs will be borne by each Party). All offers, promises, conduct and statements, whether oral or written, made in connection with the or during the mediation by either of the Parties, their agents, representatives, employees, experts and attorneys, and by the Mediator or any of the Mediator’s agents, representatives and employees, will not be subject to discovery and will be confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding between or involving the Parties, or either of them, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or nondiscoverable as a result of its use in the mediation.

5. Either Party may seek enforcement of this Agreement with respect to disputes first submitted to the informal good faith negotiation and mediation processes set forth above by filing a CCP Section 664.6 Enforcement Motion within sixty (60) calendar days following the unsuccessful conclusion of the mediation provided in Section II.H.4. If a Section 664.6 Enforcement Motion is not filed within sixty (60) calendar days following the unsuccessful conclusion of the mediation provided for in Section II.H.4, the dispute resolution process shall be deemed complete and further claims related to the dispute shall be barred without regard to any other limitation period set forth by law.

I. Effective Date of Agreement

1. This Agreement shall only become effective and binding on the Parties on the date that the Trial Court enters the Dismissal Order pursuant to Section II.E.2 in the form requested by the Parties, without modifications unacceptable to any Party (the “Effective Date”).

2. In the event the Trial Court denies the Parties’ ex parte application for approval of the Stipulation and Order attached hereto as Exhibit A, or fails to enter the Dismissal Order on said application within ten (10) court days after the hearing on said application, the Agreement shall be of no further force or effect absent a written agreement among all Parties to extend the deadline for the Trial Court to enter its order.

J. Additional Provisions.

1. Affirmative Duty to Support the Settlement and its Costs. Following execution of this Agreement, the Parties shall affirmatively support and defend the Agreement and all costs incurred in its implementation in all regulatory, administrative, and judicial proceedings including, but not limited to, offering testimony in support of a CPUC application to approve costs associated with the transportation and storage of SONGS Spent Fuel. Support of the Agreement does not require Plaintiffs to contribute financially to the settlement.

2. Joint Communication. The Parties shall develop a mutually agreeable summary of the Agreement and a joint communication regarding the settlement that will be used for all external

communications including, but not limited to, the media.

3. Execution of Additional Documents. Each of the Parties agrees to promptly do such acts and execute such additional documents as might be reasonably necessary to carry out the provisions and effectuate the purposes of this Agreement.

4. Authority. Each person executing this Agreement represents that he or she has the full legal right, power, and authority to execute and deliver this Agreement and to bind the Party for whom such individual is signing.

5. Exclusive Remedy. By executing this Agreement, each of the Parties acknowledges and agrees that the rights and remedies provided in this Agreement shall be the sole and exclusive rights and remedies surviving as between and among the Parties hereto relating to the subject matter of this Agreement and the Action.

6. No Reliance on Others. No representations, oral or otherwise, expressed or implied, other than those contained herein, have been made by any Party, or any officer, director, shareholder, partner, associate, agent, affiliate, insurer, attorney or employee thereof. By executing this Agreement, each of the Parties warrants and represents that this Agreement is made and entered into without reliance upon any statements or representations of any other Party, or in reliance upon any statements or representations made by any officers, directors, shareholders, partners, associates, agents, affiliates, insurer, attorneys, or employees of any other Party.

7. Independent Investigation. Each of the Parties warrants and represents that he, she or, it has made their own independent investigation, in the manner deemed necessary and appropriate by them, of the facts and circumstances surrounding this Agreement and the settlement contained herein, and that through such independent investigation, each Party has satisfied itself that the execution of this Agreement and entry into the settlement contained herein is in his, her, or its best interest. Also, each of the Parties warrants and represents that his, her, or its independent investigation has included, but not been limited to, receipt of independent advice by legal counsel on the advisability of entering into this Agreement and the settlement contained therein.

8. Compromise of Disputed Claims. Each of the Parties acknowledges and agrees that this Agreement is the compromise of disputed claims, and that nothing contained in this Agreement shall be construed as admissions of liability on the part of any Party. Neither this Agreement nor any of its terms shall be offered or received as evidence in any proceeding in any forum as an admission of any liability or wrongdoing on the part of any of the Parties.

9. Litigation Expenses. SCE shall be responsible for its own costs of suit and attorneys' fees incurred and/or accrued in connection with the Action and the negotiation of this Agreement. As part of this settlement, and in lieu of the cost and time of additional CCP § 1021.5 motion work, SCE agrees to pay Plaintiffs' costs and attorneys' fees incurred and/or accrued in connection with the Action and the negotiation of this Agreement in the amount of \$800,000 payable to the Aguirre & Severson, LLP Attorney Client Trust Account. Plaintiffs' attorneys shall provide a certification to support their claimed amount of costs and fees. SCE shall provide payment within seven (7) calendar days of receiving such certification from Plaintiffs' attorneys.

10. Construction of Agreement. Each of the Parties has cooperated in the drafting and preparation of this Agreement and, therefore, any construction of the intent of the Parties or language hereof to be made by a court or mediator shall not be construed against any of the Parties on the basis that it drafted the Agreement or any of its terms.

11. Comprehension of Terms. Each of the Parties warrants and represents that he, she, or it has read this Agreement in full, fully understands each and every provision hereof, and agrees to be bound by all of the terms and provisions set forth herein.

12. Inurement to Others; Assignment. Each of the Parties agrees that the terms and conditions contained in this Agreement shall inure to the benefit of their respective successors and assigns, except that neither Party may assign any or all of this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld.

13. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder

shall be governed by, construed, and enforced in accordance with the laws of the State of California.

14. Merger and Integration. This Agreement contains the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersedes any and all prior or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related hereto are merged herein.

15. Amendment. This Agreement may be amended only by written agreement signed by all Parties.

16. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and shall not be construed as explanation, modification, or intended construction of any terms or provisions of this Agreement.

17. Counterparts. This Agreement may be executed and delivered by facsimile or emailed .PDF and in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument signed as of the Effective Date.

18. Opportunity to Cure Breach. In the event that Plaintiffs allege or otherwise assert that SCE has breached any provision of this Agreement, whether in connection with an action required within a specified timeframe or the satisfaction of any commitment, SCE shall have the opportunity, for at least thirty (30) calendar days following Notice of such allegation or assertion, to cure such breach (if such breach is capable of being cured).

19. Notice. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and delivered by overnight mail and by facsimile or electronic transmission, unless another means of delivery is expressly authorized or required in this Agreement for a particular notice. Notices shall be sent to the following persons:

<p>To: Plaintiffs</p> <p>Ray Lutz Citizens Oversight 771 Jamacha Road, #148 El Cajon, CA 92019 Telephone: (619) 820-5321 E-Mail: raylutz@citizenoversight.org</p> <p>Patricia Borchmann c/o Aguirre & Severson, LLP 501 W. Broadway, Ste. 1050 San Diego, CA 92101</p>	<p>With a copy to:</p> <p>Michael J. Aguirre, Esq. Maria C. Severson, Esq. Aguirre & Severson, LLP 501 W. Broadway, Ste. 1050 San Diego, CA 92101 Telephone: (619) 876-5364 Facsimile: (619) 876-5368 Email: maguirre@amslawyers.com mseverson@amslawyers.com</p>
<p>To: SCE</p> <p>Linda Anabtawi, Esq. SCE Law Department 2244 Walnut Grove Avenue Rosemead, CA 91770 Telephone: (626) 302-6832 E-mail: linda.anabtawi@sce.com</p>	<p>With a copy to:</p> <p>Edward J. Casey, Esq. Alston & Bird LLP 333 South Hope Street, 16th Floor Los Angeles, CA 90071 Telephone: (213) 576-1000 Facsimile: (213) 576-1100 E-mail: ed.casey@alston.com</p>

[Continued on the next page]

Notice shall be deemed given as of the date of transmission of the notice. Any Party may change its addressee(s) for notice by providing written notice of such change in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITIZENS OVERSIGHT, INC and
PATRICIA BORCHMANN

August _____, 2017

By: Patricia Borchmann

August _____, 2017

By: Raymond Lutz
For CITIZENS OVERSIGHT, INC.

SOUTHERN CALIFORNIA EDISON COMPANY

August 24, 2017



By: Ronald O. Nichols
President, Southern California Edison Company

Notice shall be deemed given as of the date of transmission of the notice. Any Party may change its addressee(s) for notice by providing written notice of such change in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

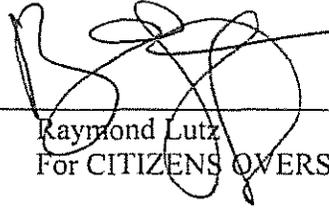
CITIZENS OVERSIGHT, INC and
PATRICIA BORCHMANN

August 25, 2017



By: Patricia Borchmann

August 24, 2017



By: Raymond Lutz
For CITIZENS OVERSIGHT, INC.

SOUTHERN CALIFORNIA EDISON COMPANY

August _____, 2017

By: Ronald O. Nichols
President, Southern California Edison Company

ATTACHMENT C

Confidentiality and Non-disclosure Agreement

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This *Confidentiality and Non-disclosure Agreement* (the “Agreement”), dated as of _____, 2018, is made by and among Southern California Edison Company (collectively, with its subsidiaries and other affiliates, “SCE”), and _____, (collectively with all its subsidiaries, officers, directors, members, managers, employees, agents, accountants and attorneys, “**Respondent**”), and, if applicable, any and all individuals, representatives and/or entities executing this Agreement as “Subconsultant(s)/Joint Respondent(s)” (collectively with all their respective subsidiaries, officers, directors, members, managers, employees, agents, accountants and attorneys, “**Subconsultant(s)/Joint Respondent(s)**”). Respondent and any Subconsultant(s)/Joint Respondent(s) may be collectively referred to herein as “Respondent.” SCE and Respondent may be each sometimes referred to as a “Party” and together, as the “Parties” herein.

RECITALS

WHEREAS, Respondent has reviewed *Southern California Edison Company’s San Onofre Nuclear Generating Station Request for Information In Support of the Development of a Strategic Plan for the Relocation of Spent Nuclear Fuel to an Offsite Storage Facility Request for Proposals* (“RFI”) and Respondent is submitting a response (“RFI Response”) thereto.

WHEREAS, SCE may provide Confidential Information (defined below), including but not limited to Critical Energy Infrastructure Information (“CEII”), to Respondent in support of Respondent’s RFI Response.

WHEREAS, the Parties agree the RFI Response is Confidential Information which shall be handled in accordance with the terms of this Agreement.

WHEREAS, the Parties are willing to exchange Confidential Information under suitable contractual limits and protection concerning the disclosure and use of such Confidential Information, consistent with applicable law.

NOW THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement, the Parties agree as follows:

1. Defined Terms.

a. “Confidential Information” means any oral or written information exchanged between the Parties before or after the date hereof regarding the RFI, regardless of the manner furnished, including among other things, all information, Communications, Documents, and/or materials which customarily are treated by SCE as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject SCE or its customers to risk of competitive disadvantage or other business injury, such as, without limitation (i) Critical Energy Infrastructure Information, as defined in 18 Code of Federal Regulations (“C.F.R.”) § 388.113(c)(1), (ii) materials SCE has designated as “Confidential,” (iii) trade secrets, (iv) technical and design information, (v) environmental assessments and impact reports, (vi) financial statements, pricing information and other financial information, and (vii) all other proprietary information of SCE. Notwithstanding the above, Confidential Information does not include the RFI and/or information which at the time of disclosure is generally available to the public (other than as a result of disclosure by Respondent). However, the RFI Response shall

specifically be considered Confidential Information by the Parties and handled in accordance with the terms of this Agreement.

b. “Communication(s)” means any oral, written or electronic transmission of information including, without limitation, meetings, discussions, conversations, telephone calls, memoranda, letters, teletypes, e-mail messages, conferences, seminars, and/or notes.

c. “Document(s)” includes, without limitation, all Writings, written, typed or otherwise preserved materials or Communications including any letter, correspondence, e-mail, note, book, pamphlet, article, bulletin, directive, review, publication, memorandum, diary, log, test analysis, study, projection, check, invoice, receipt, bill, purchase order, shipping order, contract, agreement, work paper, calendar, envelope, paper, telephone message, tape, computer tape, computer disc, computer card, recording, videotape, film, microfilm, microfiche, drawing, account, ledger, statement, financial data, and all other Writings and Communications.

d. “Writing(s)” means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by e-mail or facsimile, and every other means of recording upon any tangible thing, any form of Communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

2. Use. Respondent shall use Confidential Information provided by SCE solely as may be required for discussions among the Parties regarding the RFI Response and development of same. SCE shall use the RFI Response solely in support of its selection of a consultant to develop the Strategic Plan referenced in the RFI.

3. Maintenance. Respondent shall take reasonable precautions to maintain confidentiality of its RFI Response and/or any other Confidential Information received from SCE. Respondent shall keep all Confidential Information and copies of same secure and control access to such information while in Respondent’s possession or control. Access to Confidential Information shall be limited to the persons described in Paragraph 4. All documents which contain Confidential Information shall be marked “Confidential” in large bold type; provided however, that the failure to affix such a label shall not relieve Respondent from their obligations hereunder. Notwithstanding the foregoing, nothing herein shall grant any authority to Respondent to maintain copies of any documents or other Confidential Information. Respondent shall return all documents and all copies to SCE upon request.

4. Confidentiality; Disclosure. Respondent shall limit disclosure of any Confidential Information to their employees and then only to those employees who need to receive such Confidential Information to further the development of the RFI Response. If applicable, Respondent may disclose Confidential Information with proposed Subconsultants and/or Joint Respondent(s) who need such Confidential Information to further the development of the RFI Response, provided any and all such Subconsultant(s) and/or Joint Respondent(s) are signatories to this Agreement. SCE may disclose any Confidential Information received, including but not limited to the RFI Response, to certain consultants engaged in support of the development of the Strategic Plan and/or Conceptual Transportation Plan, including but not limited to the members of the “Experts Team” referenced in the RFI. Respondent is expressly prohibited from communicating with any person or entity associated with any media or publication concerning its RFI Response and/or any Confidential Information. In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure of Confidential Information, Respondent shall immediately notify SCE upon receipt thereof to facilitate SCE’s efforts to prevent such disclosure, or otherwise preserve the confidentiality of the Confidential Information.

5. No Representation or Warranty. The Parties acknowledge that neither Party has made any representation or warranty as to the accuracy or completeness of any Confidential Information furnished pursuant to this Agreement. Neither Party, nor any of its officers, directors, employees, agents or controlling persons (including, without limitation, parent and subsidiary companies) shall have any liability relating to or arising from the use of the Confidential Information exchanged under this Agreement.

6. RFI Engagement Process. Except for this Agreement, neither SCE nor any of its officers, directors, employees, agents or controlling persons (including, without limitation, parent and subsidiary companies) is under any obligation to Respondent, and SCE is free to decline to consummate an agreement for services relating to the RFI with Respondent. Further, nothing contained in this Agreement shall prevent SCE from negotiating with and/or entering into an agreement with any other person or entity relating to the RFI without prior notice to Respondent. Until SCE and Respondent enter into a definitive agreement for services relating to the RFI, no contract or agreement or relationship shall be deemed to exist between SCE and/or any Respondent. Neither this Agreement nor the exchange of Confidential Information and/or receipt, review or analysis of other information exchanged between the Parties shall be relied upon as the basis for contract, either express, implied or by estoppel.

7. Intellectual Property Rights. All Confidential Information of any kind furnished by SCE and relating to the RFI Response shall remain the property of SCE. The RFI Response, as well any proprietary rights created, conceived, developed, reduced to practice and submitted by Respondent to SCE shall be the property of SCE. The RFI Response should contain no proprietary work product to which Respondent desires to maintain exclusive rights, or contain any third-party proprietary information without appropriate consent from that third-party.

8. Costs and Expenses. SCE shall not be liable for any costs incurred by Respondent regarding any Confidential Information relating to this RFI, or for any costs incurred in relating to the development of the RFI Response. Any and all costs incurred relating to the development of the RFI Response shall remain the sole responsibility of the Respondent.

9. Remedies. SCE shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of this Agreement, in addition to all other remedies available to SCE at law or in equity. No failure or delay by SCE in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

10. Governing Law. This Agreement sets forth the entire understanding of the Parties regarding its subject matter. It shall be interpreted under the laws of the State of California.

11. Entirety of Agreement: If any portion of this Agreement is deemed to be invalid or unenforceable, this Agreement shall be considered as if such provision had not been part of it.

[Continued on next page]

12. Miscellaneous. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. This Agreement may only be waived or amended in writing. Notices hereunder shall be in writing and be effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same original instrument. Neither party may assign or otherwise transfer its rights or delegate its duties hereunder without prior written consent, and any attempt to do so is void.

IN WITNESS WHEREOF, the undersigned Parties hereby agree as of the date set forth above.

SOUTHERN CALIFORNIA EDISON CO.

RESPONDENT

By: *Linda Anabtawi*
Name: (please print) Linda Anabtawi
Title: Director & Managing Attorney

By: _____
Name: (please print) _____
Title: _____

SUBCONSULTANT(S)/JOINT RESPONDENT(S)

By: _____
Name: (please print) _____
Title: _____
Company: _____

By: _____
Name: (please print) _____
Title: _____
Company: _____

By: _____
Name: (please print) _____
Title: _____
Company: _____

[Add additional Subconsultant/Joint Respondent signature blocks as may be necessary on supplemental page(s) and affix hereto]

ATTACHMENT D

Experts Team *Curriculum Vitae*

Tom Isaacs – Siting and Licensing
Former Director, Office of Policy within the U.S. DOE

Mr. Isaacs is a well-recognized national and international leader in the field of nuclear energy, nuclear waste management, nuclear security, repository siting, and public trust and confidence. He is a senior advisor to the Nuclear Threat Initiative, a U.S. NGO where he works with senior nuclear representatives from Pacific Rim countries on cooperation on fuel cycle and waste management issues. He is also a long-time advisor to the Canadian Nuclear Waste Management Organization (NWMO) on the management and storage of Canada's SNF. He is a former member of the National Academy of Sciences Nuclear and Radiation Studies Board.

Mr. Isaacs has had significant leadership positions in nuclear waste management for over 30 years. He was instrumental in: the siting of the Yucca Mountain candidate repository Site; the passage of the Nuclear Waste Policy Amendments Act of 1987 that defined the U.S. waste program; the development of the Blue Ribbon Commission on America's Nuclear Future (BRC) report written at the direction of the President of the United States that recommended the path forward for the U.S. nuclear waste program; and the strategic approach currently being implemented by the Nuclear Waste Management Organization of Canada to manage and dispose of spent fuel.

Previously Director, Office of Policy within the U.S. DOE office responsible for spent fuel and high level radioactive waste (HLW) management and disposal (The DOE Office of Civilian Radioactive Waste Management). Responsible for the strategic direction of the national program to manage and dispose of spent nuclear fuel and high-level radioactive waste. Major responsibilities Included setting program directions, priorities, and policies for this \$400 million per year program, leading policy and technical analyses, and managing a federal and contractor staff. Managed the comparative evaluation of candidate sites for the for the first U.S. repository program for the disposal of U.S. spent nuclear fuel and high-level radioactive (HLW).

Was seconded by the Administration to the Senate Energy and Natural Resources Committee working intimately with Committee Chair Senator Bennett Johnston and senior committee staff to develop and pass the Nuclear Waste Policy Amendments Act Identifying Yucca Mountain as the preferred site for the first U.S. spent fuel repository. Led U.S. DOE activities to integrate a national monitored retrieval storage facility for spent fuel into the U.S. program of management and disposal, this included strategy development, siting, licensing, and engagement activities.

Education includes a B.S. with honors in Chemical Engineering from the University of Pennsylvania (Tau Beta Pi, Phi Lambda Upsilon honor societies) and a M.S. in Engineering and Applied Physics from Harvard University with coursework in nuclear engineering at MIT.

Allison Macfarlane - Siting and Licensing
Former Chairman of the U.S. Nuclear Regulatory Commission

Education: BS, Geology, University of Rochester
Ph. D, Massachusetts Institute of Technology, Geology

Overview:

An internationally-recognized expert on nuclear waste disposal, nuclear energy, and regulation, with over 20 years of experience in the field. A former Chairman of the U.S. Nuclear Regulatory Commission, a former Commissioner with the Blue Ribbon Commission on America's Nuclear Future, which developed a national strategy for dealing with the back end of the nuclear fuel cycle.

Ms. Macfarlane possesses extensive knowledge and experience with storage, siting, and transportation of spent nuclear fuel. She has published numerous peer-reviewed papers and an edited book on spent fuel storage issues. Her research has focused on the safety issues associated with spent fuel storage at reactor sites. As Chairman of the U.S. Nuclear Regulatory Commission, she also championed the back end of the nuclear fuel cycle, including putting forth rulemaking for decommissioning power plants. As a former Commissioner of the Blue Ribbon Commission on America's Future (2012), she championed developing a national strategy for dealing with the back end of the nuclear fuel cycle.

While Commissioner with the Blue Ribbon Commission (BRC), she developed a deeper expertise on storage, transport, and siting issues, not only in the US, but in other countries as well. During her time as Chairman of the NRC, she dealt with the regulatory side of storage, transport, and disposal of spent fuel. As Blue Ribbon Commissioner, as well as NRC Commissioner, she engaged extensively with public interest groups, community members, nuclear workers, the nuclear industry, and local, state, tribal, and federal government officials.

Ms. Macfarlane appreciates that public engagement is essential in siting and regulatory issues. As NRC Chairman, to reinforce and facilitate this often-overlooked aspect of the process, she developed a new position on her personal staff - a Director of Public Engagement. She developed an innovative approach which greatly improved public involvement and confidence in the regulatory process.

She has published a multitude of peer-reviewed papers and an edited book on spent fuel storage issues, including:

- Risks of Densely Packed Spent Fuel Pools, Vulnerability to Terrorism in Nuclear Spent Fuel Management, (2015);
- Reducing the hazards from stored spent power reactor fuel in the United States, *Science and Global Security*, 11, 1-51 (2003).

Dr. Josephine Piccone – Radiation Detection & Monitoring
Former Certified U.S. Nuclear Regulatory Commission Reviewer / Inspector, 1985 – 2015
A U.S. Government representative to the IAEA Radiation Safety Standards Advisory Committee (RASSC)

Dr. Josephine Piccone has more than 40 years of public and private sector nuclear safety experience in operational health physics, radiation control and regulation, the roles and oversight responsibilities of the NRC and Agreement States, and licensee regulatory compliance.

Education: Ph.D., Medical Radiation Physics, Temple University,
M.S., Radiological Health (Health Physics), Temple University, and
B.S., Chemistry (Pre-Med), Daemen College.

Provided senior-level management, radiation protection expertise and practical experience to the licensing, inspection, and regulatory oversight of source, byproduct and special nuclear material; spent nuclear fuel and high-level nuclear waste; and storage, transportation and disposal of low-level waste; and private sector radiation safety and nuclear medicine programs.

Dr. Piccone's NRC experience includes serving as the focal point for all stakeholders within and outside the NRC, including Congress, on the status of Yucca Mountain activities. Dr. Piccone's management positions within the NRC included Director of the Yucca Mountain Directorate, Director of the Division of Spent Fuel Alternative Strategies, and Deputy Director of the Division of Fuel Cycle Safety and Safeguards.

Dr. Piccone managed a program to establish and maintain effective communications and working relationships between the NRC and States, local governments, other Federal agencies, and Native American Tribal Governments. She directed the oversight of, and technical assistance to thirty-seven Agreement States to ensure continued effectiveness in protecting public health and safety, and compatibility with the NRC's program.

She participated extensively in IAEA technical and consultant meetings resulting in contributions to over ten publications related to radioactive waste, radiotherapy, radiography, medical exposures and radiation safety and security of sources.

Dr. Piccone has served as U.S. Government representative to the IAEA Radiation Safety Standards Committee and worked extensively in the development of over ten IAEA documents related to radiation protection in waste management, medical, and industrial applications. She also managed the Integrated Materials Performance Evaluation Program (IMPEP) to assess Agreement States and NRC performance and initial development and implementation of an NRC Tribal Policy statement.

Richard C. Moore – Spent Fuel Transportation**Western Interstate Energy Board Consultant supporting High Level Nuclear Waste Committee**

Retained by Western Interstate Energy Board (WIEB) to assist their High Level Nuclear Waste Committee develop proposed policies on spent nuclear fuel transportation. The Western Governors' Association (WGA) has retained his services for many projects related to radiological materials transportation.

Currently the District Governor Elect for Montana Rotary District 5390, and will become District Governor on July 1, 2018.

Education: MS in Environmental Engineering from Auburn, Alabama

Involved in setting policy at Waste Isolation Pilot Plant (WIPP) as a representative for the State of Wyoming on the WGA Waste Isolation Pilot Plant Transportation Advisory Group.

Lead author on the initial version of the *Waste Isolation Pilot Plant Transportation Safety Program Implementation Guide*. *The Guide* has served as the model for transportation of radiological materials throughout the United States. Assisted the DOE Carlsbad Field Office with the first revision to the Transportation Plan for WIPP Shipments to reflect the requirements of *the Guide*.

Involvement with the WIEB HLW Committee has included evaluation of proposed ISFSI's at various locations, including the facility in Utah. As contractor to the Governor of the State of Wyoming, he provided advice to that State on the proposed Monitored Retrievable Storage Facility (MRS) in Freemont County, Wyoming. Has been an active participant in DOE's Transportation External Coordination Working Group and the National Transportation Stakeholders Forum.

Worked for the State of Nevada; Nevada Counties Clark, Eureka, and Nye; and California County Inyo on transportation issues related to the proposed repository at Yucca Mountain, Nevada

Conducted the first full scale exercise of a shipment of highly radioactive Cesium-137 capsules from Northglenn, Colorado to Hanford for the DOE.

Worked with the Blue Ribbon Commission and prepared a report on the relationship between state and federal governments on permitting issues, including transportation.

Works with western regional governors. The Western Governors' Association (WGA) has retained his services for many projects related to radiological materials transportation.

Worked for the State of Nevada; Nevada Counties Clark, Eureka, and Nye; and California County Inyo on transportation issues related to the proposed repository at Yucca Mountain, Nevada.

J. Gary Lanthrum - Spent Fuel Transportation**Principal Engineer with Radiation Material Transportation and Storage Consulting (RAMTASC)**

Education: B.S., Nuclear Engineering, Oregon State University

Overview: Possesses extensive experience and expertise in developing national policy and operational plans for transport of all the commercial spent nuclear fuel from the power plants where it was generated to Yucca Mountain.

As Director of the National Transportation Program for the Yucca Mountain Repository, oversaw policy on the use of specific transportation systems, policy on funding and technical support to states along the transportation corridors, and security vulnerability assessments and impact mitigations for those shipments. His office also developed a detailed concept of operations and advanced transportation infrastructure by completing Environmental Impact Statements for a rail corridor in Nevada, and developing standard transportation casks and canister specifications. Notable policy decisions developed by his office included the direction to use dedicated trains for rail shipments and a draft policy for providing emergency response training funds and technical assistance to states and tribes along spent fuel transportation corridors. He also oversaw development of a National Transportation Plan, a Conduct of Operations Plan, and establishing the cost, schedule and technical baselines for capital transportation projects with an EAC of \$3.7 billion. Accomplishments include promulgating Executive Branch policy associated with the transportation requirements of the Nuclear Waste Policy Act.

Mr. Lanthrum also held the position of Director of the National Transportation Program for DOE's Office of Environmental Management (EM). There, he ensured DOE field offices establish compliant radioactive waste transportation campaigns and oversaw satellite tracking of DOE's Spent Nuclear Fuel (SNF) and Transuranic Waste (TN) shipments. This also involved establishing agreements with state and regional groups over SNF transport issues affecting their jurisdictions.

Mr. Lanthrum's work has also involved transportation of special nuclear material at DOE's Albuquerque Operations Office. This included developing transportation solutions for radioactive wastes like plutonium fluoride that required national security protection.

In addition to his policy and strategic work on SNF transportation, Mr. Lanthrum has also been involved in planning and executing actual SNF shipments. While working as Director of DOE/EM's National Transportation Program at the Albuquerque Operations Office, he was directly involved in the planning and execution of the 2003 SNF shipments from the West Valley Demonstration Project to long-term storage at the Idaho National Laboratory, including identifying and compiling the lessons learned from those successful shipments.

Mr. Lanthrum was inducted into Oregon State University's Academy of Distinguished Engineers in 2006, as well as being selected to serve on the Hazardous Transportation Committee (AT040) of the National Academy of Sciences' Transportation Research Board from 2006 to 2016.

Kristopher W. Cummings, M. S. – Nuclear Engineering
Principal Engineer with Curtiss-Wright Nuclear Division-NETCO

Recognized within the nuclear industry for his experience in wet and dry storage systems, providing both technical and regulatory expertise.

Education: B.S. Physics and B.S. Mathematics from the University of Washington and M.S. Nuclear Engineering & Engineering Physics from the University of Wisconsin

Sr. Project Manager in Fuel and Decommissioning at the Nuclear Energy Institute (NEI) . He provided policy and strategic direction to the nuclear industry in the areas of nuclear fuel, dry cask storage, spent fuel pool storage, spent fuel management, consolidated interim storage and spent fuel disposal.

Developed industry guidance in areas of spent fuel criticality:

- NEI 12-16, Guidance for Performance of Spent Fuel Criticality Analysis for Light Water Power Reactors
- NEI 16-03, Guidance for Monitoring of Fixed Neutron Absorbers in Spent Fuel Pools

Coordinated industry response to NRC Generic Letter 16-01 on Neutron Absorber Monitoring Programs in Spent Fuel Storage Racks

Coordinated and lead nuclear industry in developing strategic approaches to achieve an efficient and reliable regulatory framework for dry cask storage and transportation.

Developed a regulatory framework for dry cask storage license renewal in conjunction with NRC, EPRI and nuclear industry.

Developed and presented industry positions on policy and regulatory positions to industry and public stakeholders (DOE, NRC, nuclear industry)

Supported all aspects of design, licensing and construction of spent fuel storage systems, transportation casks, and ISFSIs in both the U.S and international environments (Spain, South Korea, Ukraine, Switzerland, etc.).

Experienced in various roles with Holtec International, performing shielding, criticality and confinement calculations for dry cask storage systems and spent fuel storage racks for nuclear utilities and the Department of Energy.

Experienced with garnering regulatory approval of spent fuel storage systems and spent fuel storage racks and supporting design, siting and licensing activities for site-specific ISFSIs with federal, state and local regulatory authorities.