

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery Clause

Docket No. 150009-EI

Submitted for Filing: February 4, 2015

**DUKE ENERGY FLORIDA, INC.'S FIRST REQUEST FOR
CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, Inc. ("DEF" or the "Company"), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006(3), Florida Administrative Code, files this Request for Confidential Classification of the confidential portions of the information provided in the supplemental response to Citizens' Second Set of Interrogatories (Nos. 34-55) and First Request for Production to Duke Energy Florida, Inc. (Nos. 41-55), more specifically Interrogatory Nos. 37, 38, 39, 41, 42, 45, 49, 55 and documents responsive to Interrogatory No. 46 and documents responsive to Document Request Nos. 42, 43, 45, 47 and 50 (the "Responses"). DEF's Responses contain contractual information, the disclosure of which would impair DEF's competitive business interests and violate DEF's confidentiality agreements with third parties if publicly disclosed, and other cost and strategically and competitively sensitive information and communications the disclosure of which would impair the Company's competitive business interests or those of its vendors if publicly disclosed. The information in DEF's Responses meets the definition of proprietary confidential business information under section 366.093(3), Florida Statutes. The unredacted Responses are being filed under seal with the Commission on a confidential basis to keep the competitive business and contractual information in the Responses confidential.

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BASIS FOR CONFIDENTIAL CLASSIFICATION

Section 366.093(1), Florida Statutes, provides that “any records received by the Commission which are shown and found by the Commission to be proprietary confidential business information shall be kept confidential and shall be exempt from [the Public Records Act].” § 366.093(1), Fla. Stat. Proprietary confidential business information means information that is (i) intended to be and is treated as private confidential information by the Company, (ii) because disclosure of the information would cause harm, (iii) either to the Company’s customers or the Company’s business operation, and (iv) the information has not been voluntarily disclosed to the public. § 366.093(3), Fla. Stat. Specifically, “information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms” is defined as proprietary confidential business information. § 366.093(3)(d), Fla. Stat. Additionally, section 366.093(3)(e) defines “information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information,” as proprietary confidential business information.

Portions of the aforementioned responsive documents should be afforded confidential classification for the reasons set forth in the Affidavit of Christopher M. Fallon filed in support of DEF’s First Request for Confidential Classification, and for the following reasons.

Information and documents responsive to DEF’s Response to Citizens’ Second Set of Interrogatories (Nos. 34-55) and Second Request for Production of Documents (Nos. 41-55), specifically Interrogatory No. 46 and Request for Production Nos. 42, 43, 45, 47

and 50, contain sensitive proprietary and confidential cost information, information related to Levy Nuclear Project (“LNP”), combined operating license, ongoing negotiations with vendors and interactions and negotiations with Westinghouse Electric Company, LLC (“Westinghouse”). See Fallon Affidavit, ¶ 4.

The Responses contain financial information related to change orders, contractual amendments, and other contractual data that is subject to confidentiality agreements between DEF and its vendors, including Westinghouse. DEF must be able to assure the other parties to contracts that the sensitive business information contained therein, such as quantity and pricing terms, will remain confidential. The public disclosure of this information would allow other parties to discover how the Company analyzes risk options, scheduling, and cost, and would impair DEF’s ability to contract for such goods and services on competitive and favorable terms. See Fallon Affidavit, ¶¶ 4-6.

If such information was disclosed to DEF’s competitors and/or other potential suppliers and vendors, DEF’s efforts to obtain competitive nuclear equipment and service options that provide economic value to both the Company and its customers could be compromised by the Company’s competitors and/or suppliers changing their offers or negotiating strategies. DEF has kept confidential and has not publicly disclosed the proprietary terms and provisions at issue here. Without DEF’s measures to maintain the confidentiality of sensitive terms in these contracts, the Company’s efforts to obtain competitive contracts would be undermined. In addition, by the terms of these contracts, all parties, including DEF, have agreed to protect the proprietary and confidential information, from public disclosure. DEF considers this information to be confidential and

proprietary and continues to take steps to protect against its public disclosure, including limiting the personnel who have access to this information. See Fallon Affidavit, ¶¶ 4-6.

Upon receipt of this confidential information, strict procedures are established and followed to maintain the confidentiality of the information provided, including restricting access to those persons who need the information to assist the Company. At no time since receiving the information in question has the Company publicly disclosed that information. The Company has treated and continues to treat the information at issue as confidential. See Fallon Affidavit, ¶ 7.

The competitive, confidential information at issue in this Request fits the statutory definition of proprietary confidential business information under Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, and that information should be afforded confidential classification. In support of this Request, DEF has enclosed the following:

(1) A separate, sealed envelope containing one copy of the confidential Appendix A to DEF's Request for Confidential Classification for which DEF has requested confidential classification with the appropriate section, pages, or lines containing the confidential information highlighted. **This information should be accorded confidential treatment pending a decision on DEF's Request by the Florida Public Service Commission;**

(2) Two copies of the document with the information for which DEF has requested confidential classification redacted by section, page or lines, where appropriate, as Appendix B; and,

(3) A justification matrix supporting DEF's Request for Confidential Classification of the highlighted information contained in confidential Appendix A, as Appendix C.

WHEREFORE, DEF respectfully requests that the redacted, confidential portions of the information provided in the supplemental response to Citizens' Second Set of Interrogatories (Nos. 34-55) and First Request for Production to Duke Energy Florida, Inc. (Nos. 41-55), specifically Interrogatory Nos., 37, 38, 39, 41, 42, 45, 49, 55 and documents responsive to Interrogatory No. 46 and documents responsive to Document Request Nos. 42, 43, 45, 47 and 50 be classified as confidential for the reasons set forth above.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to counsel and parties of record as indicated below via electronic and U.S. Mail this 4th day of February, 2015.

/s/ Blaise N. Gamba

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REDACTED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

**DUKE ENERGY FLORIDA
FIRST REQUEST
FOR CONFIDENTIAL CLASSIFICATION**

Exhibit B

37. Please reference the document beginning at Bates 10NC-OCPOD3-64-003405 [note that the Bates reference appears to be transposed and omits the "P" in the OPCPOD numbering convention]: Please identify the basis for the \$44.0 number on page 13 in the 2010 column. In answering this question please state with specificity the basis for this dollar amount and *identify all documents* (and the portion(s) of such document(s)) that provided support for this dollar amount at the time it was presented.

REDACTED

RESPONSE:

The document in Bates range 10NC-OPCPOD3-64-003405 is a February 15, 2010 presentation by John Elnitsky to the then Progress Energy Florida ("PEF") Senior Management Committee ("SMC"). The nuclear project team was analyzing three options for the Levy project including Option 2 referenced on page 13 – immediate project cancellation. The [REDACTED] listed as "Cancellation Costs and Fees" in the referenced document consists of (i) the EPC Termination Fee of \$30 million, which would have been due if the Company cancelled the EPC contract in 2010 when receipt of the Levy Combined Operating License ("COL") under the then-current Nuclear Regulatory Commission ("NRC") COL schedule for the LNP was expected before January 1, 2014; (ii) a [REDACTED] termination fee under the Fuels Contract; and (iii) a high-level estimate of [REDACTED] in [REDACTED]

Supporting documents include:

- EPC Agreement – previously produced in Bates range 10PMA-Levy-EPC-000001—000709.
- Fuels Contract – produced in Response to OPC's Second Request for Production # 43.
- Supporting documentation for 10NC-OPCPOD3-64-003405 page 13 chart – produced in response to OPC's Second Request for Production # 43.

38. Please reference the document beginning at Bates 10NC-OPCPOD3-64-000879: On Bates 10NC-OPCPOD3-64-000889, please explain the basis for the statement in the second sub-sub bullet of the second sub-bullet that begins with the word "Consortium" and ends with the word "costs." In answering this question please state with specificity the rationale underlying this statement and *identify all documents* (and the portion(s) of such documents) that provided support for this statement at the time it was made.

REDACTED

RESPONSE:

In this February 25, 2010 presentation, DEF was again providing a briefing on the three options for the Levy project, including option 2, immediate project cancellation, to senior management. On the page ending in Bates 000889 of the referenced document (Bates Number 10NC-OPCPOD3-64-000879), there is a high-level estimate of project cancellation costs of approximately [REDACTED]. This estimate included [REDACTED] for the termination fees under the EPC contract and Fuels contract described in DEF's response to Interrogatory #37, and a high-level estimate of [REDACTED] in Long Lead Equipment ("LLE") Purchase Order ("PO") cancellation costs at that time.

The last bullet point of the paragraph on termination fees/costs indicates that the [REDACTED]. This statement was not in reference to a specific provision or specific risk the Company had identified at that time; instead, this was simply a general statement to inform Company management that the [REDACTED]. In the February 15, 2010 presentation, referenced in Interrogatory #37, DEF had included an additional amount of [REDACTED] based on a high-level estimate of what DEF reasonably thought that the [REDACTED].

See documents identified in response to Interrogatory #37.

39. Please reference the document beginning at Bates 10NC-OPCPOD3-64-000879: On Bates 10NC-OPCPOD3-64-000893, please explain the basis for the two statements in the third column (beginning with the word "full") that end in the phrases "...not fully known until 2011" and "...deferred until 2011." In answering this question please state with specificity the rationale underlying these statements and *identify all documents* (and the portion(s) of such document(s)) that provided support for these statements at the time they were made.

REDACTED

RESPONSE:

As to the page ending in Bates 000893 of the February 25, 2010 SMC presentation also referenced in Interrogatory #38 above (Bates 10NC-OPCPOD3-64-000879), the two quotes cited in this Interrogatory #39 are part of the Full Cancellation Option in the Levy Option Comparison Chart. What the first statement

was intended to convey is

The second statement (was intended to convey

Supporting documents include:

- EPC Contract – see Interrogatory #37 above.
- EPC Contract LLE Change Orders – see Interrogatory #34 above.
- Levy EPC Incremental Costs Estimate – 2009 Estimate -- produced in Response to OPC's Second Request for Production # 45.

41. Please reference the document beginning at Bates 10NC-OPCPOD3-64-003344: On Bates 10NC-OPCPOD3-64-003353, please explain what actions or achievements are identified in the statement in the fifth bullet on that slide (beginning with "Para 13"). Specifically, please identify and describe the activities referred to in the statement in the context of the provisions of the EPC and costs that you estimated to be owing by Duke/PEF under LNP project continuation scenarios presented to the Florida Public Service Commission in the 2010 NCRC hearing cycle. In answering this question please state with specificity the rationale underlying this statement and *identify all documents* (and the portion(s) of such document(s)) that provided support for this statement at the time it was made.

REDACTED

RESPONSE:

In this March 8, 2010 presentation to the SMC (Bates Number 10NC-OPCPOD3-64-003344), on the page ending in Bates 003353, is an overview of proposed Amendment 3 to the EPC Agreement, which would implement the partial suspension of the Levy project. The bullet point: "Design finalization payments to be completed per schedule. [REDACTED]" is referring to DEF's decision to complete its design finalization fixed milestone payments pursuant to Exhibit F.1.1 of the EPC Agreement. DEF paid the \$56 million pursuant to the milestones of Exhibit F.1.1 of the EPC agreement for design finalization of the AP1000 design. The \$56 million in Design Finalization payments were for a completed, licensable AP1000 design for the Levy project and were DEF's maximum exposure for Design Finalization work under the EPC agreement.

[REDACTED]

Documents referenced:

- EPC Agreement and Amendment 3 – See Interrogatory #37 above.
- LNP-EPC-2009-0043 – previously produced in Bates range 14NC-OPCPOD1-23-000025.

- WEC Power Point presentation produced in response to OPC's Second Request for Production # 47.

42. Please reference the document beginning at Bates 10NC-OPCPOD3-64-003344: On Bates 10NC-OPCPOD3-64-003356, please explain the derivation of the dollar amounts identified in the statement in the first bullet on that slide (beginning with the word "Consortium"). Specifically, please identify and describe the activities to be provided as referred to in the statement and supporting the dollar amounts shown, including relevant EPC provision citations. In answering this question please state with specificity the basis for this dollar amount and *identify all documents* (and the portion(s) of such document(s)) that provided support for this dollar amount at the time it was presented.

REDACTED

RESPONSE:

This Interrogatory #42 references the March 8, 2010 SMC presentation (Bates Number 10NC-OPCPOD3-64-003344). The page ending in Bates 003356 notes that "Consortium Scope" during the partial suspension is estimated at [REDACTED]. The activities that were ongoing during the partial suspension for the estimated [REDACTED] per year are described on the same page referenced (the page ending in Bates 003356) in Interrogatory #42. Continuing work activities were specifically authorized in EPC Agreement change orders and formal correspondence.

The [REDACTED] was DEF's estimate of the cost for continuing, selected work activities under the EPC Agreement and incremental new work for LLE disposition.

Supporting documents include:

- EPC Agreement – see Interrogatory #37 above.
- Change Order 3 - see Interrogatory #34 above.
- LVP_LVG_0069 - see Interrogatory #34 above.
- LVP_LVG_0098 - see Interrogatory #34 above.
- Documents referenced in response to Interrogatory #34 above.

45. Please reference the document beginning at Bates 10NC-OPCPOD3-64-003132: On Bates 10NC-OPCPOD3-64-003168, please explain the basis for the dollar amounts shown in the third line (descriptor ending in the word "fees") of the three columns to the left under the heading "Incremental 2010-2012 Capital Costs". Specifically, please identify and describe the work, tasks or activities to be provided, performed or which support the dollar amounts referred to in the location in the table. In answering this question please state with specificity the basis, including EPC provisions, and the derivation of, and for, these dollar amounts in the above specified location(s) and *identify all documents* (and the portion(s) of such document(s)) that provided support for such dollar amounts at the time presented. Please also reconcile these dollar amounts with the corresponding dollar amounts shown on Bates 10NC-OPCPOD3-65-000035 (third line in the table).

RESPONSE

RESPONSE:

The chart referenced on the page ending in Bates 003168 in the document at Bates Number 10NC-OPCPOD3-64-003132 identified in Interrogatory #45 shows a Levy Project Comparison of Three Options presented by Progress Energy CEO Bill Johnson to the Progress Board of Directors (the "BOD Presentation"). Under the column heading "incremental 2010-2012 capital costs" and the line heading "Cancellation Costs & Fees" three numbers are shown for each of the three Options – cancel, cancel EPC only, suspend.

The number under Option 1 (partial suspension) of [REDACTED] reflects an estimated [REDACTED] in LLE PO disposition costs even under a partial suspension scenario where some, but not all, of the LLE POs were projected to be suspended or cancelled.

The number under Option 2 (EPC cancel, w/ COLA) of [REDACTED] reflects a \$30 million Termination Fee under the EPC contract, a [REDACTED] Termination Fee under the Fuels contract, [REDACTED] based on a high-level estimate of what DEF reasonably thought that the [REDACTED], and a high-end estimate of [REDACTED] for LLE disposition. The [REDACTED] LLE disposition number was used here for the immediate

full cancellation scenario because full cancellation of all items was contemplated along with potential other LLE related costs.

At this time in 2010, the Company had an estimate for LLE disposition costs of between [REDACTED] for LLE cancellation based on the spreadsheet identified above in response to Interrogatory #37. For the partial cancellation option, DEF used the low-end cancellation estimate because not all of the LLE could or would be suspended, while for the immediate complete cancellation option DEF used the high-end estimate since all possible cancellation costs would come to bear in that scenario.

Supporting documents:

- Levy Options cash follows for description of LLE disposition costs – produced in response to OPC’s Second Request for Production # 43.
- EPC Agreement
- Fuels Contract

The other document referenced in Interrogatory #45, at Bates Number 10NC-OPCPOD3-65-000035, is a draft of a presentation to the SMC also in 2010 (the “2010 SMC Presentation”). The chart referenced on the page ending in Bates 000035 shows a “Summary of Capex Information for Option 2 Project Cancellation.” Note: the Options are not similarly numbered as *Option 3* is the project cancellation option in the BOD Presentation above (Bates Number 10NC-OPCPOD3-64-003132 see page ending in Bates 003168).

The [REDACTED] of termination fees and costs shown in the BOD Presentation referenced above reconciles with the [REDACTED] in termination fees and costs in the 2010 SMC Presentation by understanding that in the 2010 SMC Presentation the termination fees and costs and LLE PO Disposition costs are broken out on separate lines [REDACTED] of termination fees and costs and [REDACTED] of LLE PO disposition costs) while in the BOD Presentation the costs are shown together on one line to equal [REDACTED] for termination fees and costs and LLE PO Disposition costs. The [REDACTED] in the 2010 SMC Presentation aligns with the [REDACTED] in cancellation costs and fees referenced above in the BOD Presentation by taking into account the \$30 million Termination Fee under the EPC contract, the [REDACTED] Termination Fee under the Fuels contract, and the estimated [REDACTED] to equal [REDACTED]. Additionally, as explained, this number is [REDACTED] versus [REDACTED] because in the 2010 SMC Presentation the LLE PO disposition costs are shown on a separate line entitled LLE PO Disposition and are estimated at [REDACTED]. As noted above in Interrogatory #45, the LLE Disposition costs estimated range was between [REDACTED]. This 2010 SMC Presentation chart reflects a mid-point of the estimated range versus the BOD Presentation which reflected the high-end of the range.

49. In the Documents beginning with Bates 10NC-OPCPOD1-3-000204, 10NC-OPCPOD1-3-000184, 10NC-OPCPOD1-3-000248 and 10NC-OPCPOD1-3-000154, Duke is asked to authorize activities on Duke's behalf by a Consortium member as a prerequisite to receiving compensation from Duke. Please state whether there was a similar arrangement in place or contemplated by the EPC (or other document) which governed all or part of the activities of the other member(s) of the Consortium with respect to authorization for conducting work for, and receiving compensation from, Duke during the April 30, 2009 Suspension Period or Partial Work Suspension. If there was such an arrangement, please explain what that arrangement was and *identify all documents* (including specific provisions) which govern or describe the arrangement(s) and which list/explain the activity(ies) covered by such arrangement and which list/explain the activity(ies) – if any – which were excluded or exempt from such authorization/compensation arrangements or requirements. To the extent a Consortium member's activity(ies) was exempt from such similar arrangement (as demonstrated in the four above-cited documents), please explain the exemption and *identify all documents* (including specific provisions) providing for or authorizing the exemption.

REDACTED

RESPONSE:

As discussed above in DEF's responses to Interrogatories #'s 34, 35 and 42, DEF had to approve in advance all incremental work and the estimated cost for the work performed by the Consortium, the Consortium had to provide a written invoice after the work was performed detailing the actual work performed and costs incurred, and DEF had to approve that invoice before DEF was obligated to pay the Consortium for the incremental work. Documents provided in response to Interrogatory #34 above are documents related to WEC's incremental scope of work on the LNP. No work during the Partial Suspension Period was "exempt" from this process.

DEF paid Design Finalization payments [REDACTED] pursuant to the fixed payment milestone schedule in EPC Exhibit F.1.1.

Supporting documents include:

- Please see documents referenced in response to Interrogatory #34 above.

55. With respect to the document beginning at Bates 10NC-OPCPOD3-64-003666, please state whether the documents (through Bates 10NC-OPCPOD3-64-003755) were provided to senior management and to the board of directors. Also, please explain the basis for Note 3 on Bates 10NC-OPCPOD3-64-00375 and *identify all documents* (and the portion(s) of such document(s)) that provided the basis for this statement at the time it was made.

REDACTED

RESPONSE:

The documents referenced in attachments 1, 2, 3, 4 and 5 of the document referenced in this Interrogatory #55 (Bates Number 10NC-OPCPOD3-64-003666) were provided to the SMC. The documents referenced in attachment 5 were also provided to the Board of Directors. Similar information was provided to the Board of Directors as discussed in the documents referenced in Interrogatory #45 above.

Note 3 on the page ending in Bates 003755 states “


At this time in March of 2010, DEF reasonably believed that WEC was committed to assisting with 


Please see documents referenced in response to Interrogatory #34 above.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

Documents responsive to interrogatory number 46
bearing Bates Nos.

15NC-LEVY-OPCROG2-46-000001

through

15NC-LEVY-OPCROG2-46-002199

are redacted in their entirety

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

Documents responsive to request for production number 42
bearing Bates Nos.
15NC-LEVY-OPCPOD2-42-000001
through
15NC-LEVY-OPCPOD2-42-000231
are redacted in their entirety

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

Documents responsive to request for production number 43
bearing Bates Nos.
15NC-LEVY-OPCPOD2-43-000001
through
15NC-LEVY-OPCPOD2-43-000230
are redacted in their entirety

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

Documents responsive to request for production number 45
bearing Bates Nos.
15NC-LEVY-OPCPOD2-45-000001
is redacted in its entirety

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

Documents responsive to request for production number 47
bearing Bates Nos.
15NC-LEVY-OPCPOD2-47-000001
through
15NC-LEVY-OPCPOD2-47-000020
are redacted in their entirety

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 150009-EI

Documents responsive to request for production number 50
bearing Bates Nos.
15NC-LEVY-OPCPOD2-50-000001
through
15NC-LEVY-OPCPOD2-50-000117
are redacted in their entirety

DUKE ENERGY FLORIDA
DOCKET NO. 150009-EI
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Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 37	Response 1 st para, 5 th line, third and fourth words, 10 th line, third and fourth words, last line, second, third words and all words from fourth to end of sentence	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 38	First Response paragraph, 5 th line, fifth through seventh and last word, 6 th line, first word, 7 th line, third and fourth words from end; Second Response paragraph, 2 nd line, first six words on line, 5 th line, first six words on line, 7 th line, first two words; lines 8 and 9 in their entirety	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 39	First Response paragraph, 4 th line, last four words, 5 th line, first four and last six words on line, 6 th through 8 th lines in their entirety; 9 th line, first seven words and last two words, 10 th	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p>

DUKE ENERGY FLORIDA
DOCKET NO. 150009-EI
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Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	line, first four and last four words on line, Lines 11 through end of paragraph in their entirety	§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 41	Response 1 st para, 5 th line, first seven words, 2 nd para in its entirety	§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 42	First Response para, 3 rd line, ninth through eleventh words, 4 th line, fourth and fifth words from the end; Second response para, 1 st line, second through sixth words	§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.

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Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 45	Second Response para, 1 st line, fourth and fifth words from the end; 2 nd line, first two words; Third response para, 1 st line, fourth and fifth words from end, 2 nd line, fifth and sixth words from the end, 3 rd line, third and fourth words, 4 th line, all words except first three words, 5 th line, first five words and third and fourth words from the end; last line on page, third and fourth words ; Page 14 2 nd response para on page, 2 nd line, first three words, last responsive paragraph on page, 1 st line, second and third words, 2 nd line, sixth and seventh words, fourth line, last word, fifth line, first, eighth and ninth words, 6 th line, last word, 7 th line, first word and second and third word from the end, 8 th line, eight and ninth words, 10 th line, eighth and ninth words, 11 th line, 5 th word to end, 12 th line, first five words, eighth and ninth words, 13 th line, third, fourth, sixth and seventh words, 15 th line, fourth and fifth words, 16 th line, sixth and seventh words	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Documents responsive to Duke Energy Florida, Inc.'s	All pages are redacted in their entirety	§366.093(3)(d), Fla. Stat. The document portions in question

DUKE ENERGY FLORIDA
DOCKET NO. 150009-EI
First Request for Confidential Classification
Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 46 bearing Bates Nos. 15NC-LEVY-OPCROG2-46-00001 through 15NC-LEVY-OPCROG2-46-002199		<p>contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 49	Page 19, 1 st line, sixth through ninth words	
Duke Energy Florida, Inc.'s Supplemental Response to Citizens' Second Set of Interrogatories to Duke Energy Florida, Inc. No. 55	Second response para, 1 st line, last six words, Third response para, 2 nd line, all words on line except first two, 3 rd line, entire line	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Documents responsive to request for production number 42 bearing Bates Nos. 15NC-LEVY-	All pages are redacted in their entirety	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which</p>

DUKE ENERGY FLORIDA
DOCKET NO. 150009-EI
First Request for Confidential Classification
Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
OPCPOD2-42-000001 through 15NC-LEVY-OPCPOD2-42-000231		<p>would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Documents responsive to request for production number 43 bearing Bates Nos. 15NC-LEVY-OPCPOD2-43-000001 through 15NC-LEVY-OPCPOD2-43-000230	All pages are redacted in their entirety	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Documents responsive to request for production number 45 bearing Bates Nos. 15NC-LEVY-OPCPOD2-45-000001	Entire page	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business</p>

DUKE ENERGY FLORIDA
DOCKET NO. 150009-EI
First Request for Confidential Classification
Confidentiality Justification Matrix

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		interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Documents responsive to request for production number 47 bearing Bates Nos. 15NC-LEVY-OPCPOD2-47-000001 through 15NC-LEVY-OPCPOD2-47-000020	All pages are redacted in their entirety	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Documents responsive to request for production number 50 bearing Bates Nos. 15NC-LEVY-OPCPOD2-50-000001 through 15NC-LEVY-OPCPOD2-50-000117	All pages are redacted in their entirety	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>