



June 18, 2020

VIA ELECTRONIC FILING

Mr. Adam Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

In re: Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, etc. (the "Petition"); Docket No. 20190140-EI

Dear Mr. Teitzman:

Please find enclosed for electronic filing on behalf of Duke Energy Florida, LLC ("DEF"), DEF's Seventh Request for Confidential Classification filed in connection with the information contained within the direct testimony and exhibits of Office of Public Counsel's witness, Richard A. Polich, P.E. This filing includes the following:

- DEF's Seventh Request for Confidential Classification;
- Slipsheet for confidential Exhibit A;
- Redacted Exhibit B (two copies);
- Exhibit C (justification matrix); and
- Exhibit D (unverified affidavit of Terry Hobbs).

DEF's confidential Exhibit A that accompanies the above-referenced filing has been submitted under separate cover.

Thank you for your assistance in this matter. Please feel free to call me at (813) 227-8114 should you have any questions concerning this filing.

Respectfully,

Shutts & Bowen LLP

/s/ Daniel Hernandez

Daniel Hernandez

Enclosures (as noted).

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, Transfer of Title to Spent Fuel, and Assumption of Operations of the CR3 Facility Pursuant to the NRC License, and Request for Waiver From Future Application of Rule 25-6.04365, F.A.C. for Nuclear Decommissioning Study

DOCKET NO.: 20190140-EI

Submitted for Filing: June 18, 2020

**DUKE ENERGY FLORIDA, LLC'S SEVENTH
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, LLC, (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Seventh Request for Confidential Classification (the “Request”) for certain information contained within the direct testimony and exhibits of the Office of Public Counsel’s (“OPC”) witness, Richard A. Polich, P.E., filed on May 28, 2020. In support of this Request, DEF states:

1. The information contained within the direct testimony and exhibits of the OPC’s witness, Richard A. Polich, P.E., is “proprietary confidential business information” under Section 366.093(3), Florida Statutes.

2. The following exhibits are included with this Request:

(a) Sealed **Exhibit A** is a package containing an unredacted copy of the information contained within the direct testimony and exhibits of the OPC’s witness, Richard A. Polich, P.E., for which DEF seeks confidential treatment. **Exhibit A** is being submitted separately in sealed envelopes labeled “CONFIDENTIAL.” In the unredacted copy, the information asserted to be confidential is highlighted in yellow. Also in the unredacted copy, the

information asserted to be confidential is stamped “CONFIDENTIAL” in red at the top of each page.

(b) **Composite Exhibit B** is two copies of the redacted information contained within the direct testimony and exhibits of the OPC’s witness, Richard A. Polich, P.E., for which the Company requests confidential classification. The specific information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) **Exhibit C** is a table which identifies, by the page and/or line, the information contained within the direct testimony and exhibits of the OPC’s witness, Richard A. Polich, P.E., the information for which DEF seeks confidential classification, and the specific statutory bases for seeking confidential treatment.

(d) **Exhibit D** is an affidavit attesting to the confidential nature of the information identified in this Request.¹

3. As indicated in **Exhibit C**, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information contained within the direct testimony and exhibits of the OPC’s witness, Richard A. Polich, P.E., describes, concerns, or relates to commercially sensitive confidential information concerning contractual business information and obligations under a contract between DEF, ADP CR3, LLC and ADP SF1, LLC for decommissioning activities related to the accelerated decommissioning of the DEF Crystal River Unit 3 Nuclear Plant (the “CR3 Facility”), the disclosure of which would not only impair the Company’s competitive business advantages but would also violate contractual requirements. DEF is

¹ Due to the current circumstances with COVID-19, DEF is submitting this Request with an Unverified Affidavit. DEF will file a Verified Affidavit as soon as the climate allows.

obligated to maintain the confidentiality of this information under the subject contract, and therefore it qualifies for confidential classification. *See* §§ 366.093(3)(d) and (e), F.S.; Affidavit of Terry Hobbs at ¶¶ 5 and 6. If DEF cannot assure contracting parties that it can maintain the confidentiality of contractual terms, those parties and other similarly situated parties may forego entering contracts with DEF, which would impair the ability of the Company to negotiate contracts on favorable terms. *See* § 366.093(3)(d), F.S.; Affidavit of Terry Hobbs at ¶ 6. Accordingly, such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

4. The information identified as **Exhibit A** is intended to be and is treated as confidential by the Company. *See* Affidavit of Terry Hobbs at ¶¶ 7 and 8. The information has not been disclosed to the public and the Company has treated and continues to treat the information at issue in this Request as confidential. *Id.*

5. DEF requests that the information identified in **Exhibit A** be classified as “proprietary confidential business information” within the meaning of Section 366.093(3), F.S., that the information remain confidential for a period of at least eighteen (18) months as provided in Section 366.093(4) F.S., and that the information be returned as soon as it is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the foregoing reasons, DEF respectfully requests that this Seventh Request for Confidential Classification be granted.

DATED this 18th day of June, 2020.

Respectfully submitted,

/s/ Daniel Hernandez

DANIEL HERNANDEZ

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MELANIE SENOSIAIN

Florida Bar No. 118904
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Email: Matthew.Bernier@duke-energy.com

Duke Energy Florida, LLC
Docket No.: 20190140-EI
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail this 18th day of June, 2020, to all parties of record as indicated below.

/s/ Daniel Hernandez

Attorney

<p>Suzanne Brownless Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 sbrownle@psc.state.fl.us</p>	<p>J. R. Kelly / Charles J. Rehwinkel Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399 kelly.jr@leg.state.fl.us rehwinkel.charles@leg.state.fl.us</p>
<p>Jon C. Moyle, Jr. Karen A. Putnal Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, FL 32301 jmoyle@moylelaw.com kputnal@moylelaw.com</p>	<p>James W. Brew Laura Wynn Baker Stone Mattheis Xenopoulos & Brew, PC 1025 Thomas Jefferson Street, NW Suite 800 West Washington, DC 20007-5201 jbrew@smxblaw.com lwb@smxblaw.com</p>

Exhibit A

“CONFIDENTIAL”

(submitted under separate cover)

Exhibit B

REDACTED

(two copies)

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VI. [REDACTED] 16

VII. RECOMMENDED CUSTOMER PROTECTIONS TO DSA..... 27

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8 will grow to \$50 million through earnings on the trust and contributions
9 of 6% of each monthly milestone payment,
- 10 4. Parent Guaranty of \$140 million by NorthStar (75% or \$105 million)
11 and Orano (25% or \$35 million),
- 12 5. Letter of Credit in the amount of [REDACTED] to be issued by ADP in the
13 event Milestone One (Milestone One is defined in the DSA¹) is not
14 reached by January 2029,
- 15 6. Payment structure based upon predetermined completion of specific
16 tasks or portions of those tasks,
- 17 7. ADPCR3 subcontractors required to post performance bonds.

18 Although the DSA contains several terms designed to mitigate potential
19 financial risk, risk still exists because of the financial structure of NorthStar
20 and its obligation on other nuclear decommissioning projects. The question
21 is whether it is an acceptable level of risk.

¹ "Milestone One" means that (a) Contractor has submitted Partial License Termination Application to the NRC; and (b) the ISFSI-Only Interim End-State Conditions have been satisfied. This essentially means all decommissioning activities of CR3 are virtually complete except for maintenance of the ISFSI.

1 **Q. IS YOUR CONCERN WITH ADP'S FINANCES STRICTLY**
2 **FOCUSED ON NORTHSTAR?**

3 A. Yes. Orano is backed by a large corporation and, ultimately, the French
4 government. This, combined with Orano's limited scope of work,
5 significantly reduces the financial concern for Orano.
6

7 **VI.** [REDACTED]

8 **Q.** [REDACTED]
9 [REDACTED]

10 A. Yes. In response to Citizens of the State of Florida's ("Citizens")
11 Interrogatory 5.a. (Exhibit No. ___(RAP-4), DEF stated its evaluation of
12 NorthStar to be [REDACTED]. In addition, in response to
13 Citizens' Interrogatory 5.e. (Exhibit No. ___(RAP-5), DEF [REDACTED]
14 [REDACTED]
15 [REDACTED]

16
17 **Q. WHAT NORTHSTAR FINANCIAL DOCUMENTS HAVE BEEN**
18 **PROVIDED FOR YOUR REVIEW?**

19 A. In response to Citizens' first request for Production of Documents ("POD"),
20 DEF provided the following confidential financial statements (See Exhibit
21 No. ___(RAP-6):
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1 Orano USA, has also formed a partnership, called Interim Storage Partners,
2 and has filed with the NRC for a license to construct a consolidated interim
3 storage facility (CISF) for used nuclear fuel at the existing WCS disposal
4 site in Andrews County, Texas.

5

6 **Q.**

[REDACTED]

7

[REDACTED]

8

[REDACTED]

9 **A.**

On January 11, 2019, NorthStar acquired 100% ownership of Vermont
10 Yankee Nuclear Power Station (“VYNP”) through its subsidiary NorthStar
11 Decommissioning Holdings, LLC. [REDACTED]

12

[REDACTED].

13

14 **Q.**

[REDACTED]

15

[REDACTED]

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[REDACTED]

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[REDACTED]

18 **A.**

[REDACTED]

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9 Q.

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[REDACTED]

Q.

[REDACTED]

A.

Yes. The DSA does not place any restrictions on the balance sheet of NorthStar even though the DSA is relying on Parental Guarantees in the amount of \$140 million to support ADPCR3 DECON. [REDACTED]

[REDACTED]

[REDACTED] Without a covenant in the DSA which requires NorthStar to maintain a certain level of net current or liquid assets, NorthStar could dividend the equivalent of substantially all of its cash and cash equivalent assets (except restricted cash) to its parent company and neither DEF, ADPCR3, nor the NRC, would not have access to any the Parental Guarantee funds or work resources.

1

2 Q.

[REDACTED]

3

[REDACTED]

4 A.

[REDACTED]

5

[REDACTED]

6

7 **VII. RECOMMENDED CUSTOMER PROTECTIONS TO DSA**

8 Q.

BASED UPON YOUR REVIEW OF NORTHSTAR'S FINANCIAL SITUATION AND THE DSA, WHAT PROVISIONS WOULD YOU RECOMMEND TO PROVIDE ADDITIONAL RATEPAYER PROTECTION?

12 A.

The following recommendations are based upon NorthStar's financial situation and intended to provide reasonable measures of protection for ratepayers and enhance the probability of success of CR3 decommissioning:

15

1. Amend the Parental Support Agreement to include the State of Florida as a beneficiary and with the same rights as the NRC.

17

2. Require the parent companies of ADP to maintain a minimum cash or cash equivalent asset in the amount of at least \$105 million to support the Parental Support Agreement.

20

3. Modify the Contractor's Provisional Trust contributions from monthly payments to NorthStar to increase it from 6% to 10% of payments.

22

4. Amend the ADP CR3 reporting requirements contained in Attachment 9, Section B from Quarterly to Monthly and enhance the information to

23

1 **CONTRACTOR’S PROVISIONAL TRUST TO 10% OF**
2 **PAYMENTS?**

3 A. DEF has identified the \$50 million Contractor’s Provisional Trust (“CPT”)
4 as one of the key elements of risk mitigation in the proposed transaction
5 with the ADP companies. Initially, the CPT will only contain the original
6 deposit of \$20 million. Based on response to Citizens’ Interrogatory 16 (see
7 Exhibit No. RAP-8), the CPT will not reach \$50 million until after ADPCR3
8 has been paid approximately [REDACTED] sometime in the second quarter
9 of 2026. Increasing the CPT percent contribution of ADPCR3 invoice
10 amounts from 6% to 10% would result in the CPT being fully funded by
11 sometime in the 4th quarter of 2023, approximately two years earlier than
12 forecasted with the 6% contribution of ADPCR3 invoice amounts. A
13 comparison of the CPT funding is provided in Exhibit No. RAP-9 and the
14 following chart shows a comparison of the timing of the CPT funding

Exhibit RAP-4

5. [REDACTED]

a. [REDACTED]

RESPONSE:

DEF objects to this interrogatory to the extent it seeks information reflecting DEF's internal assessment, analysis and calculation of the financial condition and creditworthiness of the ADP entities because such documents are not relevant to the issues in this proceeding, namely the actual financial condition and creditworthiness of the ADP entities, and are not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, DEF responds to this interrogatory as follows:

b. [REDACTED]

Exhibit RAP-5

5. [REDACTED]

e. [REDACTED]

RESPONSE:

DEF objects to this interrogatory to the extent it seeks information reflecting DEF's internal assessment, analysis and calculation of the financial condition and creditworthiness of the ADP entities because such documents are not relevant to the issues in this proceeding, namely the actual financial condition and creditworthiness of the ADP entities, and are not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, DEF responds to this interrogatory as follows:

[REDACTED]

REDACTED

**Exhibit RAP-6 attached to the Direct
Testimony of Richard A. Polich, P.E., on
behalf of the Office of Public Counsel**

**REDACTED
IN ENTIRETY**

REDACTED

**Exhibit RAP-7 attached to the Direct
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behalf of the Office of Public Counsel**

**REDACTED
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Exhibit RAP-8

16.

[REDACTED]

a.

[REDACTED]

RESPONSE:

[REDACTED]

b.

[REDACTED]

RESPONSE:

[REDACTED]

c.

[REDACTED]

RESPONSE:

[REDACTED]

d.

[REDACTED]

RESPONSE:

[REDACTED]

e.

[REDACTED]

RESPONSE:

[REDACTED]

f.

[REDACTED]

RESPONSE:

[REDACTED]

g.

[REDACTED]

RESPONSE:

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h.

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RESPONSE:

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[REDACTED]

18 **A.**

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- 21 [REDACTED]
- 22 [REDACTED]
- 23 [REDACTED]

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[REDACTED]

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12

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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17 Q.

[REDACTED]

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[REDACTED]

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[REDACTED]

20 A.

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Q.

[REDACTED]

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A.

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[REDACTED]

Q.

[REDACTED]

A.

Yes. The DSA does not place any restrictions on the balance sheet of NorthStar even though the DSA is relying on Parental Guarantees in the amount of \$140 million to support ADPCR3 DECON. [REDACTED]

[REDACTED]

[REDACTED] Without a covenant in the DSA which requires NorthStar to maintain a certain level of net current or liquid assets, NorthStar could dividend the equivalent of substantially all of its cash and cash equivalent assets (except restricted cash) to its parent company and neither DEF, ADPCR3, nor the NRC, would not have access to any the Parental Guarantee funds or work resources.

1

2 Q.

[REDACTED]

3

[REDACTED]

4 A.

[REDACTED]

5

[REDACTED]

6

7 **VII. RECOMMENDED CUSTOMER PROTECTIONS TO DSA**

8 Q.

BASED UPON YOUR REVIEW OF NORTHSTAR'S FINANCIAL SITUATION AND THE DSA, WHAT PROVISIONS WOULD YOU RECOMMEND TO PROVIDE ADDITIONAL RATEPAYER PROTECTION?

12 A.

The following recommendations are based upon NorthStar's financial situation and intended to provide reasonable measures of protection for ratepayers and enhance the probability of success of CR3 decommissioning:

15

1. Amend the Parental Support Agreement to include the State of Florida as a beneficiary and with the same rights as the NRC.

17

2. Require the parent companies of ADP to maintain a minimum cash or cash equivalent asset in the amount of at least \$105 million to support the Parental Support Agreement.

20

3. Modify the Contractor's Provisional Trust contributions from monthly payments to NorthStar to increase it from 6% to 10% of payments.

22

4. Amend the ADP CR3 reporting requirements contained in Attachment 9, Section B from Quarterly to Monthly and enhance the information to

23

1 **CONTRACTOR’S PROVISIONAL TRUST TO 10% OF**
2 **PAYMENTS?**

3 A. DEF has identified the \$50 million Contractor’s Provisional Trust (“CPT”)
4 as one of the key elements of risk mitigation in the proposed transaction
5 with the ADP companies. Initially, the CPT will only contain the original
6 deposit of \$20 million. Based on response to Citizens’ Interrogatory 16 (see
7 Exhibit No. RAP-8), the CPT will not reach \$50 million until after ADPCR3
8 has been paid approximately [REDACTED] sometime in the second quarter
9 of 2026. Increasing the CPT percent contribution of ADPCR3 invoice
10 amounts from 6% to 10% would result in the CPT being fully funded by
11 sometime in the 4th quarter of 2023, approximately two years earlier than
12 forecasted with the 6% contribution of ADPCR3 invoice amounts. A
13 comparison of the CPT funding is provided in Exhibit No. RAP-9 and the
14 following chart shows a comparison of the timing of the CPT funding

Exhibit RAP-4

5. [REDACTED]

a. [REDACTED]

RESPONSE:

DEF objects to this interrogatory to the extent it seeks information reflecting DEF's internal assessment, analysis and calculation of the financial condition and creditworthiness of the ADP entities because such documents are not relevant to the issues in this proceeding, namely the actual financial condition and creditworthiness of the ADP entities, and are not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, DEF responds to this interrogatory as follows:

b. [REDACTED]

Exhibit RAP-5

5. [REDACTED]

e. [REDACTED]

RESPONSE:

DEF objects to this interrogatory to the extent it seeks information reflecting DEF's internal assessment, analysis and calculation of the financial condition and creditworthiness of the ADP entities because such documents are not relevant to the issues in this proceeding, namely the actual financial condition and creditworthiness of the ADP entities, and are not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, DEF responds to this interrogatory as follows:

[REDACTED]

REDACTED

**Exhibit RAP-6 attached to the Direct
Testimony of Richard A. Polich, P.E., on
behalf of the Office of Public Counsel**

**REDACTED
IN ENTIRETY**

REDACTED

**Exhibit RAP-7 attached to the Direct
Testimony of Richard A. Polich, P.E., on
behalf of the Office of Public Counsel**

**REDACTED
IN ENTIRETY**

Exhibit RAP-8

16.

[REDACTED]

a.

[REDACTED]

RESPONSE:

[REDACTED]

b.

[REDACTED]

RESPONSE:

[REDACTED]

c.

[REDACTED]

RESPONSE:

[REDACTED]

d.

[REDACTED]

RESPONSE:

[REDACTED]

e.

[REDACTED]

RESPONSE:

[REDACTED]

f.

[REDACTED]

RESPONSE:

[REDACTED]

g.

[REDACTED]

RESPONSE:

[REDACTED]

h.

[REDACTED]

RESPONSE:

[REDACTED]

Exhibit C
DUKE ENERGY FLORIDA, LLC
Confidentiality Justification Matrix

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel</p>	<p>Page i: All information after section “VI.” And before “..... 16” under the Table of Contents is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests.</p>
<p>Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel</p>	<p>Page 15, Line 12: All information after “in the amount of” and before “to be issued by” is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests.</p>
<p>Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel</p>	<p>Page 16, Lines 7-9: All information is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 16, Line 12: All information after "NorthStar to be" and before "In addition, in responses" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 16, Lines 13-15: All information after "(Exhibit No. __ (RAP-5), DEF" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 19, Lines 6-8: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 19, Lines 11-12: All information after "Decommissioning Holdings, LLC" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 19, Lines 14-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 20, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 21, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 22, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 23, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 24, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 25, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 26, Lines 1-12: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 26, Lines 15-18: All information after "ADPCR3 DECON" and before "Without a covenant" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 27, Lines 2-5: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Page 32, Line 8: All information after "has been paid approximately" and before "sometime in the second quarter" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Exhibit RAP-4 attached to the Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	<p>Exhibit RAP-4, Page 1:</p> <p>ROG No. 5 a. –</p> <p>The interrogatory request is confidential in entirety.</p> <p>Response to ROG No. 5 a. –</p> <p>All information contained within the second paragraph of DEF's response to subpart a is confidential.</p> <p>ROG No. 5 b. –</p> <p>The interrogatory request is confidential in entirety.</p>	<p>§366.093(3)(d), F.S.</p> <p>The document in question contains confidential 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), F.S.</p> <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Exhibit RAP-5 attached to the Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	<p>Exhibit RAP-5, Page 1:</p> <p>ROG No. 5 e. –</p> <p>The interrogatory request is confidential in entirety.</p> <p>Response to ROG No. 5 e. –</p> <p>All information contained within the second paragraph of DEF's response to subpart e is confidential.</p>	<p>§366.093(3)(d), F.S.</p> <p>The document in question contains confidential 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), F.S.</p> <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Exhibit RAP-7 attached to the Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel	Exhibit RAP-6, Pages 1-213: The entire document is confidential.	§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or

		<p>services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
<p>Exhibit RAP-7 attached to the Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel</p>	<p>Exhibit RAP-7, Pages 1-2: The entire document is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
<p>Exhibit RAP-8 attached to the Direct Testimony of Richard A. Polich, P.E., on behalf of the Office of Public Counsel</p>	<p>Exhibit RAP-8, Pages 1-2:</p> <p>ROG No. 16 – The interrogatory request (including subparts a-k) is confidential in entirety.</p> <p>Response to ROG No. 16 – DEF's response to the interrogatory request (including subparts a-k) is confidential in entirety.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential 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), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>

Exhibit D

AFFIDAVIT OF TERRY HOBBS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, Transfer of Title to Spent Fuel, and Assumption of Operations of the CR3 Facility Pursuant to the NRC License, and Request for Waiver From Future Application of Rule 25-6.04365, F.A.C. for Nuclear Decommissioning Study

DOCKET NO.: 20190140-EI

Submitted for Filing: June 18, 2020

**AFFIDAVIT OF TERRY HOBBS IN SUPPORT OF
DUKE ENERGY FLORIDA, LLC'S SEVENTH
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF FLORIDA

COUNTY OF CITRUS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Terry Hobbs, who being first duly sworn, on oath, deposes and says that:

1. My name is Terry Hobbs. I am over the age of eighteen (18) and I have been authorized by Duke Energy Florida, LLC (hereinafter "DEF" or "Company") to give this affidavit in the above-styled proceeding on DEF's behalf and in support of DEF's Seventh Request for Confidential Classification ("DEF's Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. I am the General Manager for the Decommissioning of the DEF Crystal River Unit 3 Nuclear Plant (the "CR3 Facility").

3. As the General Manager, I am responsible for the overall management, implementation, and coordination of activities to place the CR3 Facility in a long-term dormant condition commonly referred to as a "SAFSTOR" condition. I am also responsible for ensuring

the safe storage of the used nuclear fuel at the CR3 Facility. Additionally, I oversee several managers and I ensure that such managers implement the plant programs, including the ground water monitoring, radiation, control and engineering programs, in an effective and efficient manner.

4. DEF is seeking the confidential classification for certain information contained within the direct testimony and exhibits of the Office of Public Counsel's ("OPC") witness, Richard A. Polich, P.E., filed on May 28, 2020. The confidential information at issue is contained in confidential Exhibit A to DEF's Request and is outlined in DEF's Justification Matrix attached to DEF's Request as Exhibit C. DEF is requesting confidential classification of this information because it contains competitively sensitive confidential information concerning contractual business information and obligations under a contract, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.

5. The confidential information at issue describes, concerns, or relates to commercially sensitive confidential information concerning contractual business information and obligations under a contract between DEF, ADP CR3, LLC and ADP SF1, LLC for decommissioning activities related to the accelerated decommissioning of the CR3 Facility. The disclosure of such information would not only impair the Company's competitive business advantages, but would also violate DEF's contractual requirements to maintain the confidentiality of such information under the subject contract. Therefore, the confidential information at issue qualifies for confidential classification.

6. DEF is obligated to maintain the confidentiality of certain contractual terms under the subject contract. If DEF cannot assure contracting parties that it can maintain the confidentiality of contractual terms, those parties and other similarly situated parties may forego

entering contracts with DEF, which would impair the Company to negotiate such contracts on favorable terms.

7. The information identified as Exhibit A is intended to be and is treated as confidential by the Company. With respect to the information at issue in DEF's Request, such information has not been disclosed to the public, and the Company has treated and continues to treat such information as confidential.

8. Upon receipt of its own confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided, including restricting access to those persons who need the information to assist the Company, and restricting the number of, and access to the information and contracts. 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.

9. This concludes my affidavit.

FURTHER AFFIANT SAYETH NOT.

[Signature Page to Follow]

Dated the ____ day of _____, 2020.

Terry Hobbs
Duke Energy Crystal River, Unit 3
Nuclear Plant
15760 W. Power Line St.
Crystal River, FL 34428

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2020, by Terry Hobbs. He is personally known to me, or has produced his ____ driver's license, ____ or his _____ as identification.

Signature

(AFFIX NOTARY SEAL)

Printed Name

NOTARY PUBLIC, STATE OF _____

Commission Expiration Date