



July 21, 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 Fourteenth Request for Confidential Classification filed in connection with the information contained within the transcript for the deposition of DEF's witness Terry Hobbs taken in this proceeding on June 25, 2020.

This filing includes the following:

- DEF's Fourteenth 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.

Mr. Adam Teitzman, Commission Clerk  
Florida Public Service Commission  
**July 21, 2020**  
Page 2

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).

TPADOCS 23173894 1

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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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

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DOCKET NO.: 20190140-EI

Submitted for Filing: July 21, 2020

**DUKE ENERGY FLORIDA, LLC'S FOURTEENTH  
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 Fourteenth Request for Confidential Classification (the “Request”) for certain information contained within the transcript for the deposition of DEF’s witness Terry Hobbs taken on June 25, 2020 (the “Deposition Transcript”). In support of this Request, DEF states:

1. Portions of the information contained within the Deposition Transcript are “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 Deposition Transcript for which DEF seeks confidential treatment. **Exhibit A** is being submitted separately in sealed envelope 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 Deposition Transcript 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 Deposition Transcript, 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.<sup>1</sup>

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 Deposition Transcript 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”), as well as confidential information that is either subject to current pending requests for confidential classification filed by DEF, or has already been found to be exempt from public disclosure under orders granting confidential classification that have been issued in this proceeding by the Florida Public Service Commission, the disclosure of which would not only impair the Company’s competitive business advantages but would also violate contractual requirements. DEF is obligated to maintain the

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<sup>1</sup> 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.

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 Fourteenth Request for Confidential Classification be granted.

DATED this 21<sup>st</sup> day of July, 2020.

Respectfully submitted,

*/s/ Daniel Hernandez*

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Florida Bar No. 176834

**MELANIE SENOSIAIN**

Florida Bar No. 118904

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**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 21<sup>st</sup> day of July, 2020, to all parties of record as indicated below.

*/s/ Daniel Hernandez*

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Attorney

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

# **Exhibit A**

**“CONFIDENTIAL”**

(submitted under separate cover)



# **Exhibit B**

**REDACTED**  
(two copies)

# REDACTED

1 committee and to our -- to the members of the TRC.

2 Q. If you go to Page 1, under executive summary, and  
3 you go down to the third paragraph, it says: "ADP will  
4 receive a fixed amount of \$540 million to complete all  
5 decommissioning activity, including disboundment of  
6 existing of plant structures, the disposal of any waste,  
7 and the restoration of the land to allow it to be  
8 repurposed"; is that right?

9 A. Yes, sir.

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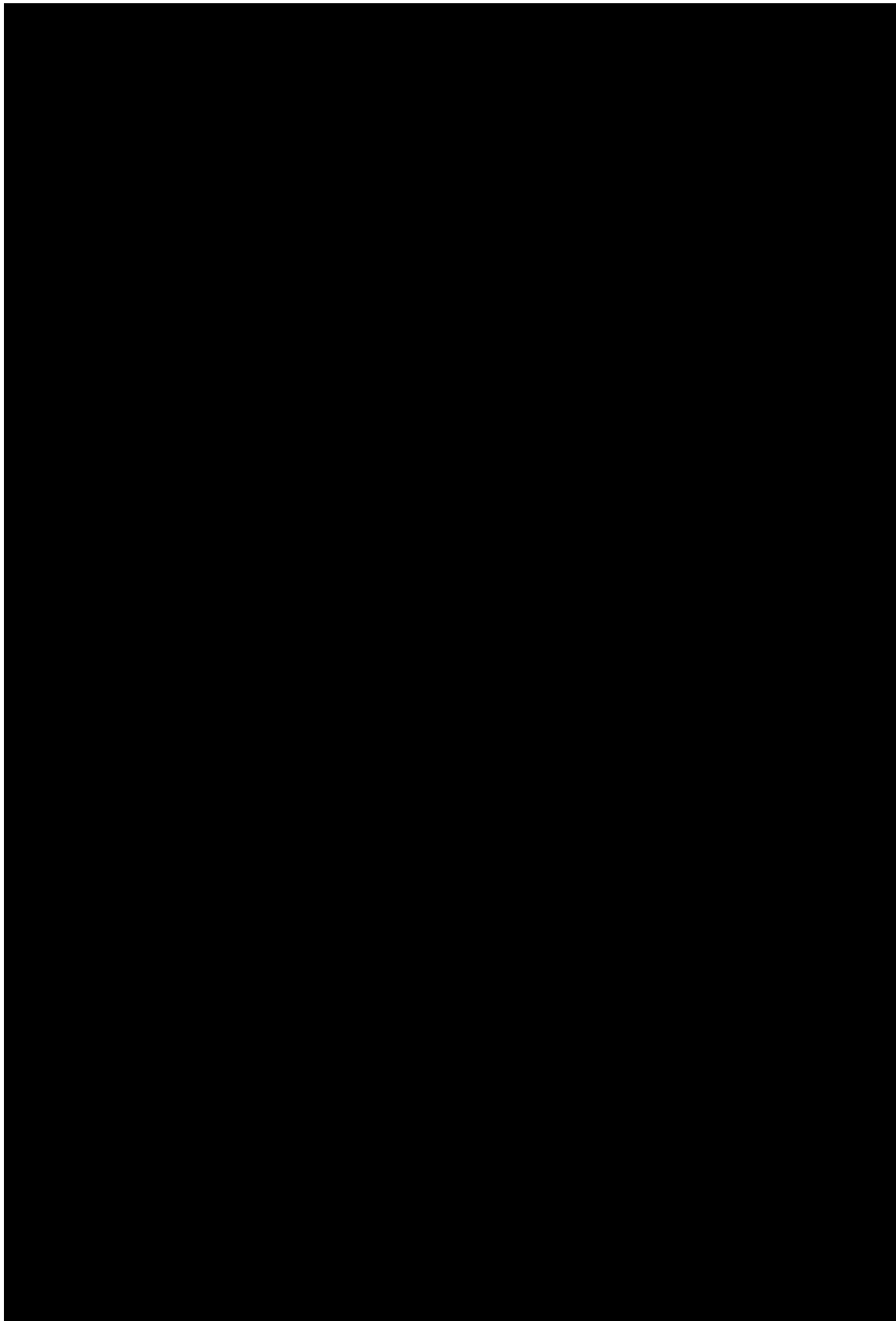
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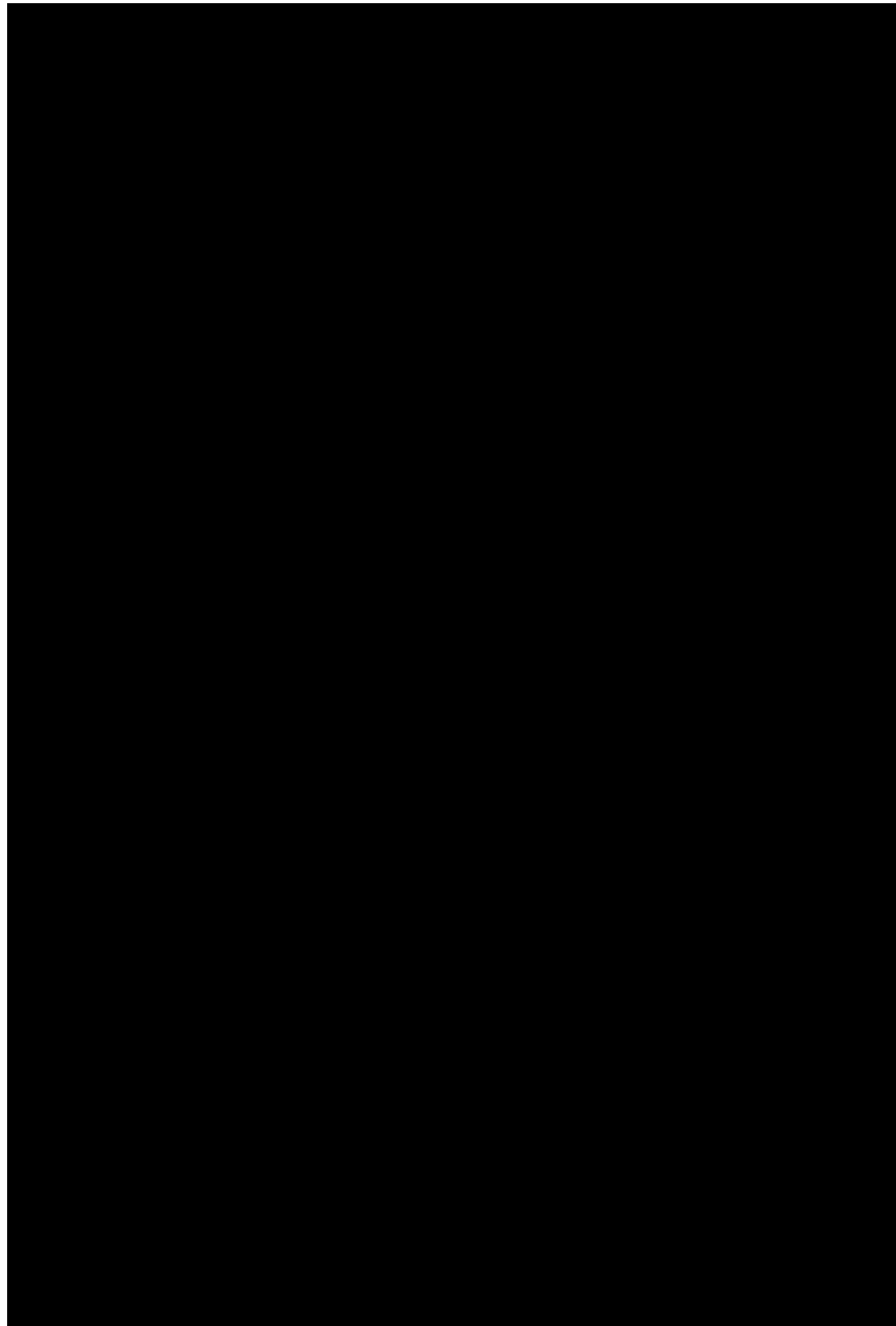
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10           That's the general agreement. I would need to  
11 spend some more time looking at the details.

12           Q. Okay. I'm kind of interested in an answer to  
13 this. So how much time would you need? What would you  
14 need to do to figure that out?

15           A. I don't know. We can -- we can take a break.  
16 And I can do some research.

17           Q. Well, let me do this, just so we don't lose this,  
18 I'm going to identify a late-filed deposition exhibit.

19           MR. REHWINKEL: And, Madam Court Reporter,  
20 we'll just -- where you list the exhibits, just list  
21 the title and I'll give you -- for this and the page  
22 where it's discussed. And then the company will be  
23 responsible for providing it, and it won't have to go  
24 through -- it won't have to go through you. It will  
25 be sort of an arrangement that we have with them.

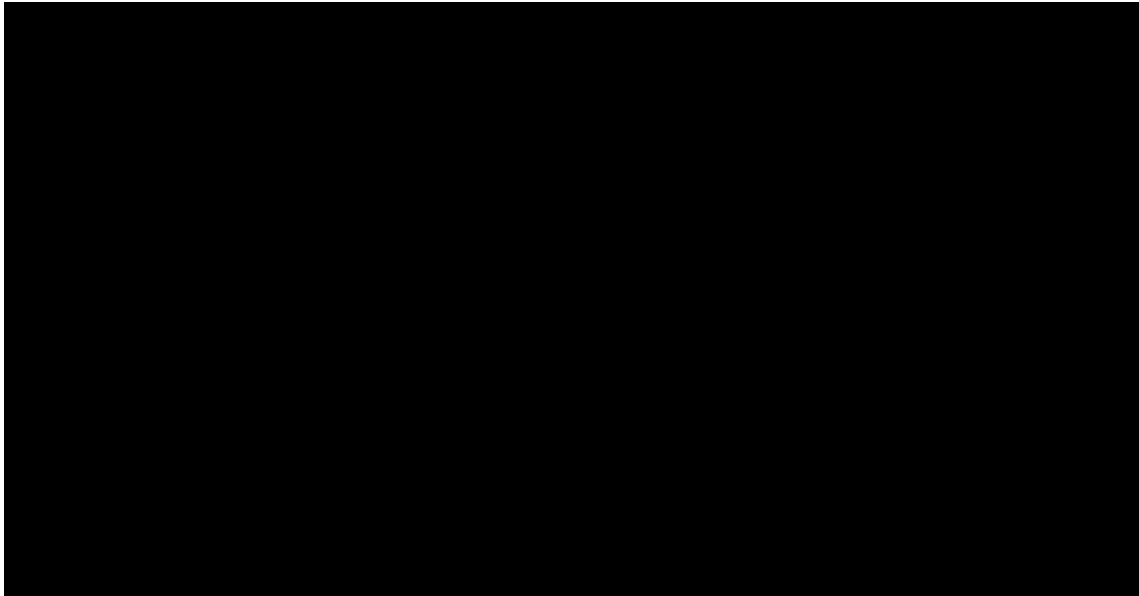
1 reviewed the documents that he has in front of him  
2 right now, and could not find the answer. So we are  
3 going to provide the answer in the late-filed  
4 exhibit.

5 MR. REHWINKEL: Okay. That's fine.

6 BY MR. REHWINKEL:

7 Q. Okay. So let's -- let's go to -- while we're on  
8 Pages 10 and 11 of the white paper.

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18 MR. HERNANDEZ: Object to form.

19 A. I'm not -- so because -- I think what I said  
20 previously, Mr. Rehwinkel, was that because that Duke  
21 Energy will continue to be the owner, we will be -- we  
22 will be the insured for ANI and NEIL insurance.

23 Your question to me that I need to dig deeper  
24 into was, how -- how was the premium paid, and if there  
25 is any money coming back, who does it go to? Duke

1 Energy Florida ADP? I will get those answers. It's in  
2 the DSA. I just need time to go back and refresh my  
3 memory.

4 BY MR. REHWINKEL:

5 Q. All right.

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9 Q. Yes, sir.

10 A. No. I think those second and third bullets are  
11 still correct. And then I go to the next page, I think  
12 that's still correct.

13 Q. The last bullet there, environmental pollution  
14 insurance, 25 million coverage, is that the Item 8 on  
15 Page 11 of your rebuttal testimony?

16 A. What page again, please?

17 Q. I apologize. Page 11 of your rebuttal.

18 A. I think that equates to the Number 8, the --  
19 the -- let me see what it says on the white paper.

20 I'm sorry. I've lost track of your question.  
21 Ask me again, please.

22 Q. The last bullet, Number 2.11, it -- it just says  
23 environmental pollution insurance, \$25 million coverage.

24 A. Right.

25 Q. And the question I have is: Is that -- is that

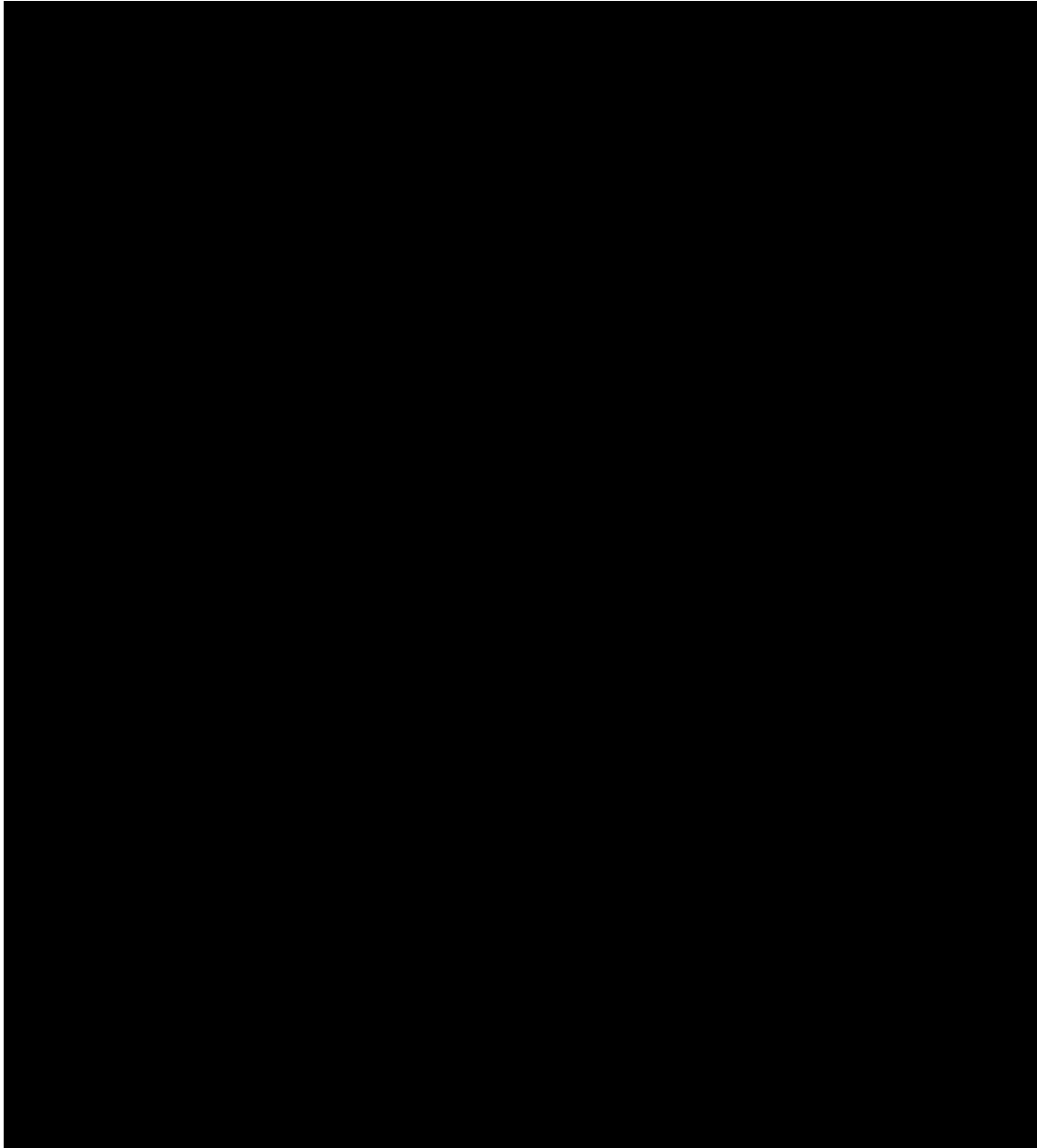
1 paragraph down. It starts off with "project  
2 efficiency."

3 Do you see that?

4 A. I do see that.

5 Q. Can you tell me -- well, can you just read that  
6 paragraph, those couple of sentences?

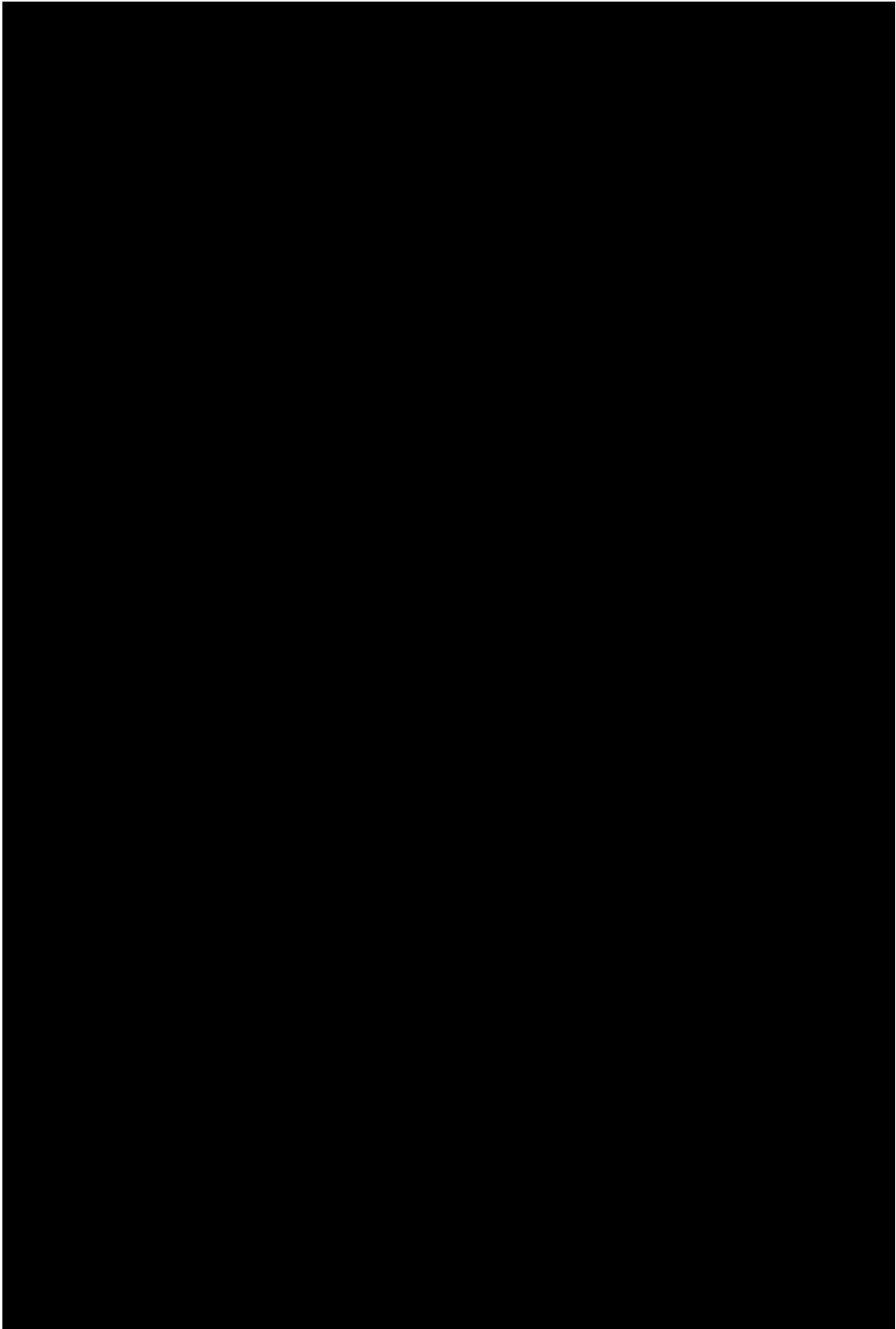
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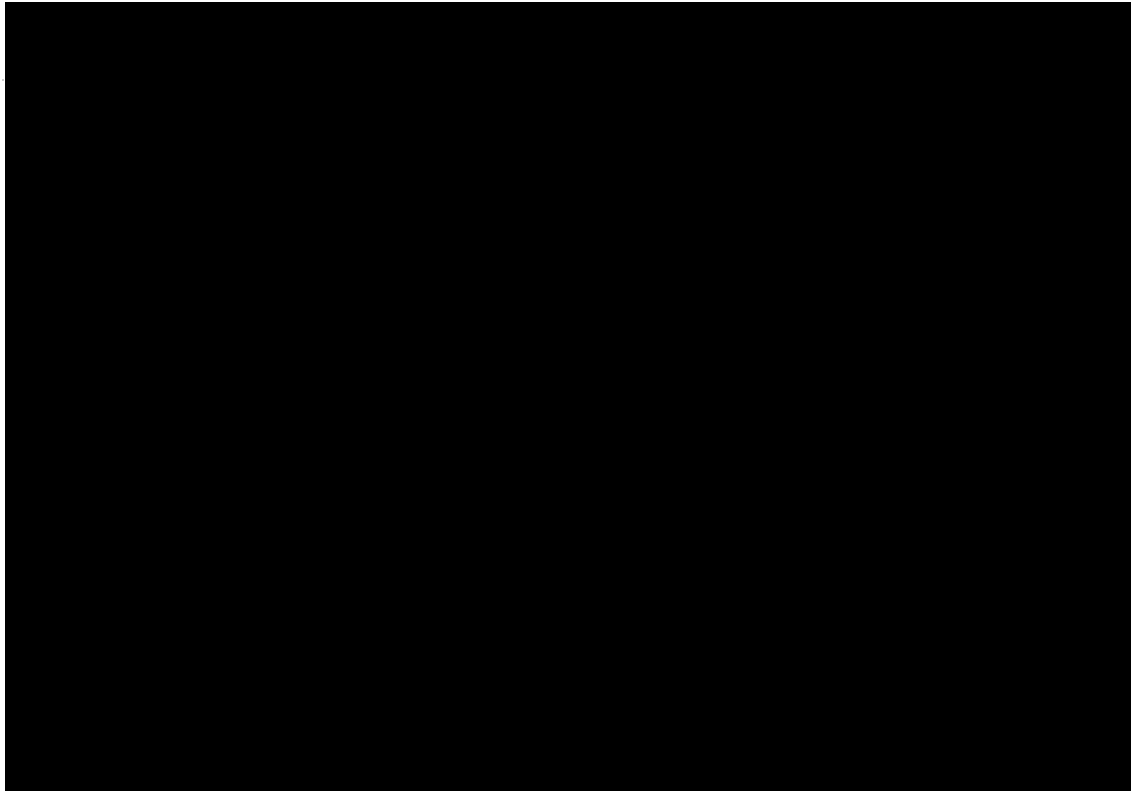


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13 Q. Do you have with you a discovery response in the  
14 DEF -- the Bates is 20190140DEFOPCPOD1-3. I'm looking  
15 for Document Pages 1 through 28.

16 A. I did not bring --

17 MR. HERNANDEZ: Charles, tell me again what  
18 you're looking for.

19 MR. REHWINKEL: 1 through 32. It's -- it's a  
20 POD3 response in the first set. It's a 32-page  
21 document. I want to go to Page 28.

22 MR. MOYLE: What's the Bates Number page,  
23 Charles?

24 MR. REHWINKEL: It's OPCPOD1-3-0000 and the 28.

25 MR. HERNANDEZ: Charles, does it say, at the

1 pursuant to your testimony, correct?

2 A. Correct.

3 Q. And you call these the essential elements on  
4 Line 6 --

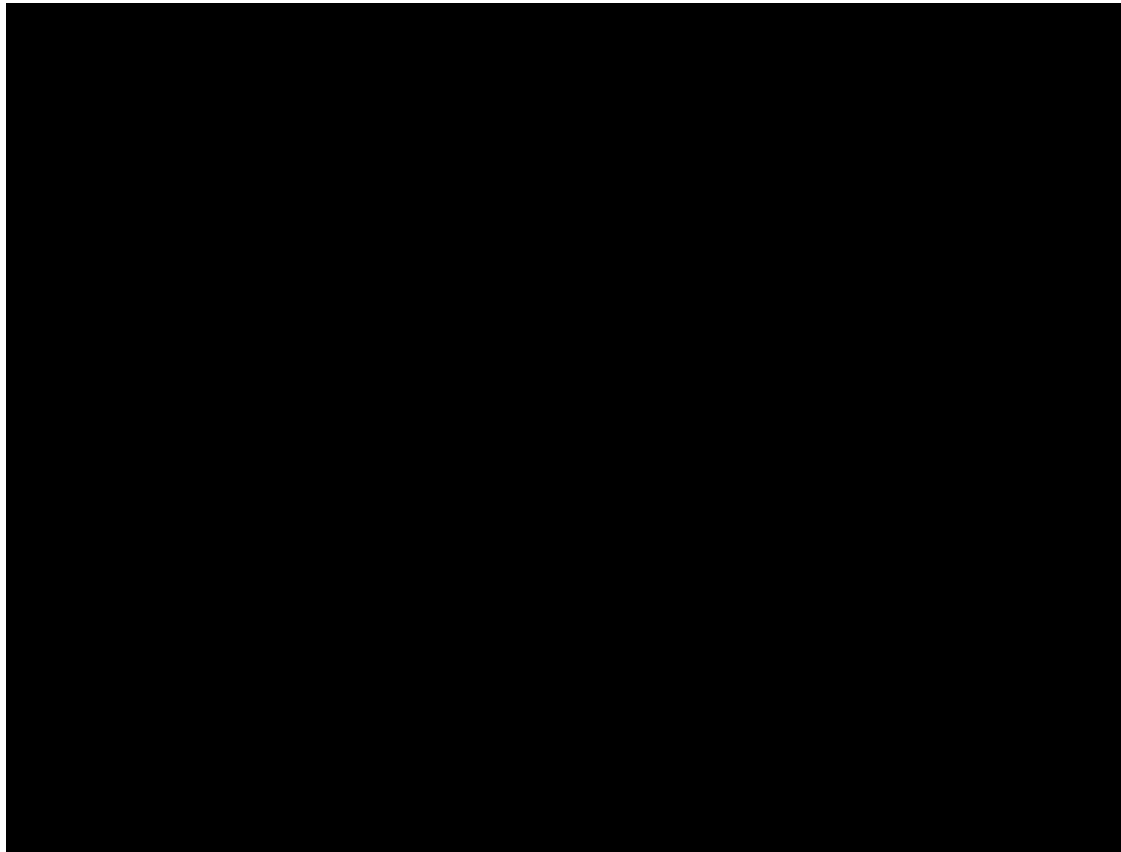
5 A. Yes.

6 Q. -- of that protection?

7 So one of the things that's not included in here,  
8 at least as far as I could see, is the \$30 million  
9 guarantee associated with WCS. Or have I overlooked it?

10 A. If you look at Number 10, Mr. Rehwinkel, that is  
11 where I described the contractor's provisional trust.

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25 A. Yes, sir, that's correct.

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Page 104

1 MR. HERNANDEZ: I'll be able to open it up and  
2 enlarge it. The same as an Excel worksheet, is that  
3 the correct one?

4 MR. REHWINKEL: Yes, it is.

5 MR. HERNANDEZ: I'm showing him the  
6 spreadsheet. It's got three different pages on it.  
7 Which particular page would you like him to look at?

8 THE WITNESS: The first one.

9 MR. HERNANDEZ: Let me enlarge it.

10 MR. REHWINKEL: It's not the chart. It has  
11 Column A in parenthesis at the top, or just has an A  
12 in parenthesis.

13 MR. HERNANDEZ: Column A, Duke NVT reserve  
14 account balance?

15 MR. REHWINKEL: Yes, that's it.

16 MR. HERNANDEZ: It's not enlarging here.  
17 Can you see that, Terry?

18 A. Okay, Charles.

19 BY MR. REHWINKEL:

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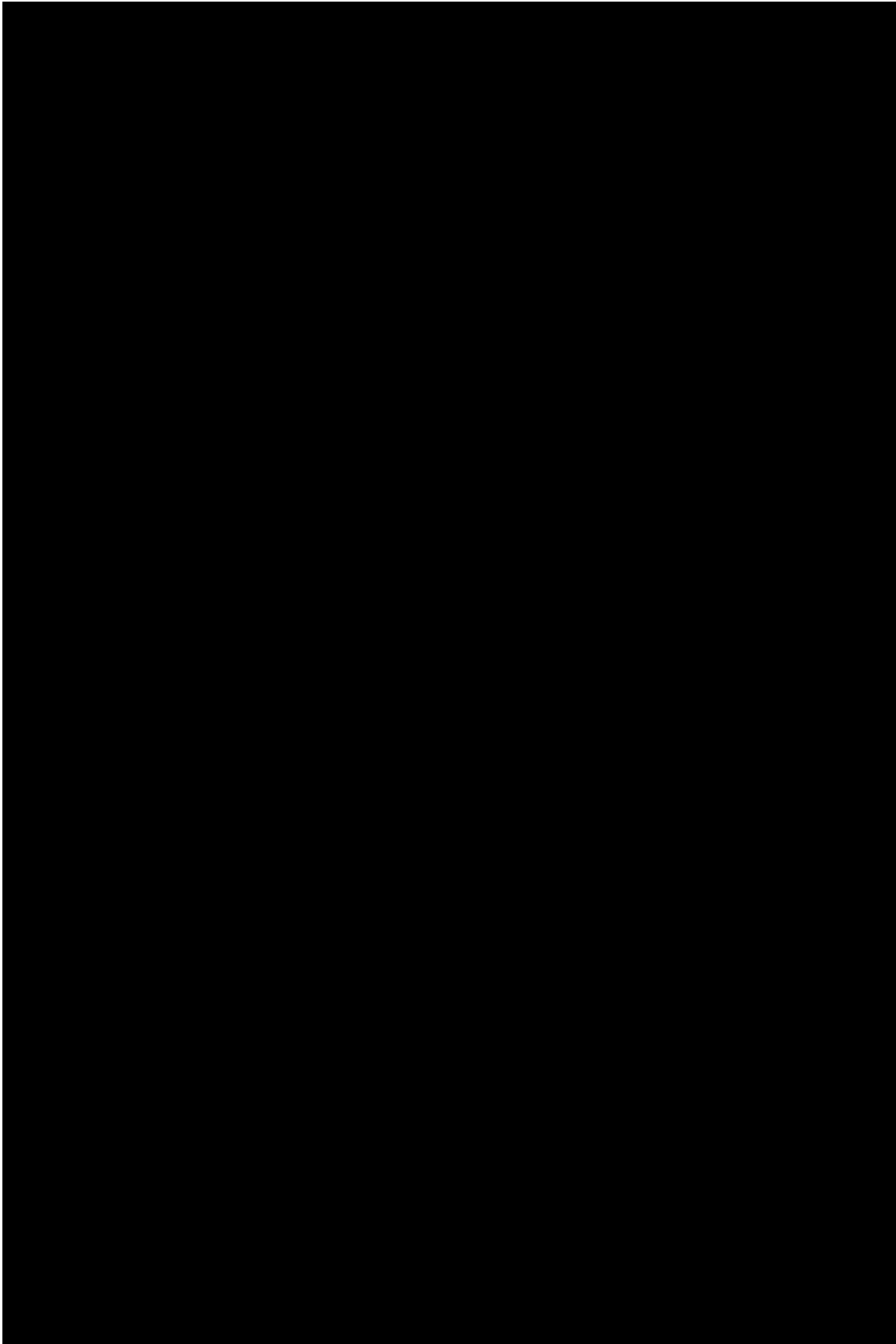
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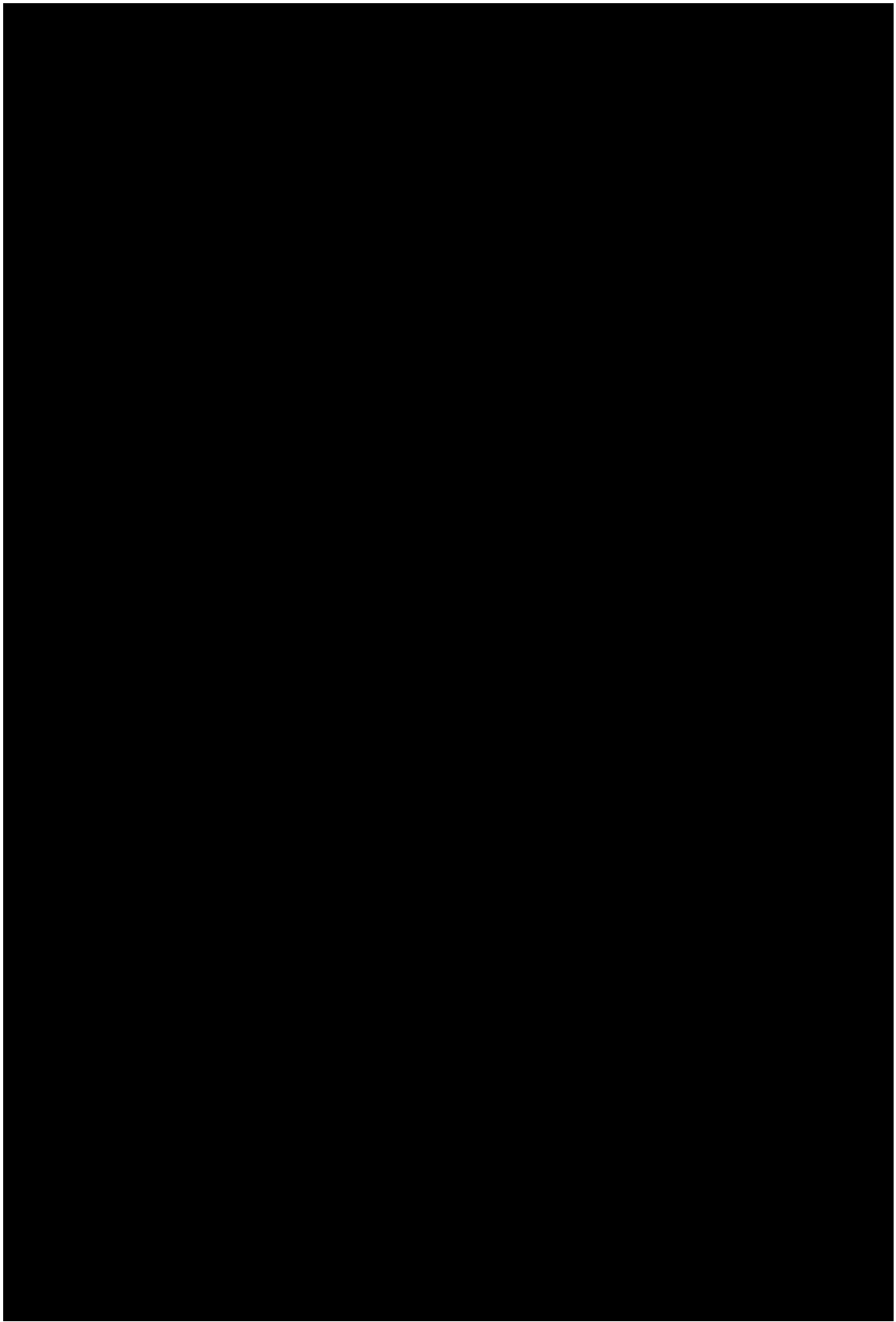
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1 the IOI decommissioning subaccount or trust -- trust

2 account, assuming that work is done under a certain [REDACTED]

3 [REDACTED]; is that fair -- through 2026?

4 A. Yes, that's what I think it is. I have not  
5 totaled it, so I don't know what the -- if I totaled it  
6 together. I think that's what it's trying to represent.

7 Q. Okay. And then from the year -- from 2027 to  
8 2036, there will be no payments, assuming everything  
9 goes as planned, until 2037?

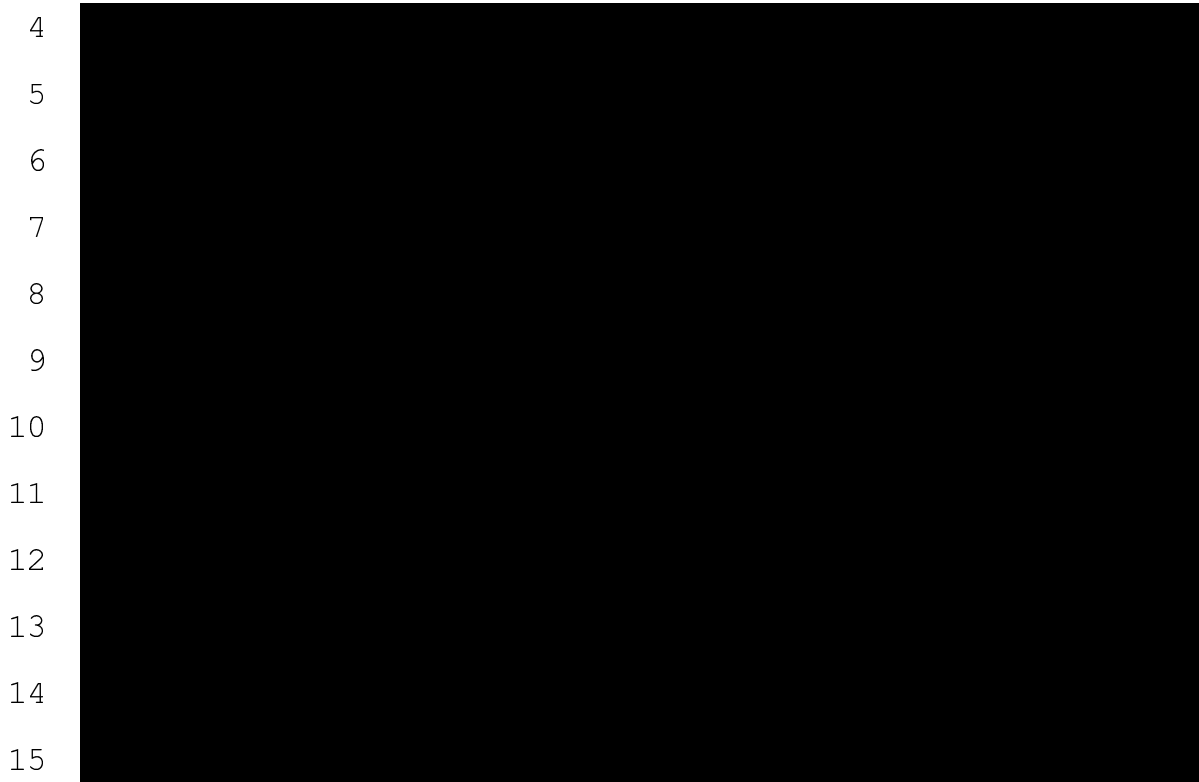
10 A. There will be no payment from Duke Energy Florida  
11 to ADP after -- right now, it will be 2027. I think  
12 that's where their current schedule is. So I do not  
13 know about 2037. I don't know what that is attempting  
14 to represent.

15 Q. Okay. Well, it should be some kind of work  
16 that's in the -- the [REDACTED] that's at the end  
17 of --

18 A. After 2027, the only work left is the ongoing  
19 operation and maintenance and security distancing until  
20 DOE is ready to have that go somewhere else. But that  
21 is not a Duke Energy Florida cost anymore. That is  
22 ADP's cost.

23 Q. Well, wouldn't -- I mean, for them to get that  
24 \$40 million, assuming that all this matched up with a  
25 pay item schedule for the -- for the 2019 to 2027

1 period -- or 2020 to 2027 period, this \$40 million would  
2 have to somehow be paid out by Duke as the manager of  
3 that fund, right?



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16 Q. If all these numbers total up to 540 million,  
17 does -- won't Duke have to sign checks or authorize  
18 disbursements from the IOI decommissioning subaccount  
19 totaling \$540 million?

20 MR. HERNANDEZ: Object to form.

21 A. The DSA goes into detail about the monthly  
22 invoicing process. So yes, there will be a monthly  
23 invoice, a validation of the process, and then there  
24 will be -- Duke Energy Florida will request a trustee to  
25 pay that invoice, minus the 6 percent that will go into



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Page 110

1 take the remaining \$20 million that they had deposited  
2 into the provisional trust on the closing date.

3 So that's the DSA that we're here talking about  
4 today, Mr. Rehwinkel.

5 The ISFSI operation continues year over year,  
6 right? Security and operations and maintenance and the  
7 facility monitoring. And that goes -- ADP will have  
8 whatever arrangement, either litigation or an agreement,  
9 with the Department of Energy to seek reimbursement of  
10 that money year over year, or whatever frequency they  
11 want to do it. And they ultimately give somewhere to  
12 send the fuel and the waste. ADP will fund all of that.

13 This contract makes -- they have to, at that  
14 point, diminish the ISFSI structure, perform final site  
15 surveys, submit that final license termination to the  
16 NRC. NRC reviews, ultimately approves. NRC terminates  
17 the NRC license from the Crystal River site. ADP, at  
18 that point, has met their obligations. At that point,  
19 Duke Energy, who still has the overall trust fund, would  
20 like and to what remaining funds are in there and how  
21 they would be distributed back to our customers and our  
22 shareholders.

23 Q. Okay. I guess it's on the -- that same Excel  
24 spreadsheet that we've been talking about. There's a  
25 footnote little A that says: [REDACTED]

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1 Line 18.

2 A. Okay.

3 Q. It says: "DEF would have only paid for work that  
4 is completed"?

5 A. Yes.

6 Q. Is it hypothetically possible that based on sort  
7 of the fact that -- that if you dispute up to [REDACTED] -- you  
8 can -- you have to pay invoices up to [REDACTED] million, even  
9 if they're in dispute, at any given time; is that right?

10 A. That's right.

11 Q. Okay. So if, for whatever reason, there was  
12 something that halted ADP's work on the project and you  
13 had paid out for work that had been done, plus  
14 [REDACTED] million -- or [REDACTED] million, let's say, of invoices  
15 that you thought the work wasn't done or wasn't done as  
16 was indicated in the -- in the invoice or the monthly  
17 report, technically there would be some -- and the work  
18 and the project got stalled, there would be some work  
19 that was paid for that wasn't completed; is that right?

20 MR. HERNANDEZ: Form.

21 A. I don't think that's right. In my testimony, I  
22 tried to, at least at a high level, explain some of the  
23 scenarios, at least from the protections built into the  
24 DSA, so that you -- you use the phrase the "project  
25 stalled." Well, there's certain requirements where they

1 And to the far right, it's zero. And this shows sort of  
2 a -- it tracks payments over time, disbursements that  
3 are released by DEF to ADP for the decommissioning and  
4 dismantlement; is that right?

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10 Q. Okay. Did it -- did it basically -- instead of  
11 the curve going to zero in 2020 -- in 2037, or  
12 thereabouts, it would go to zero in 2027?

13 A. You see the -- yes, sir, you see where it says  
14 license termination to physiology? At the time, we were  
15 projecting 2026. It's likely to be 2026, there will be  
16 some cash flow on an annual basis from 540 to zero.  
17 That would be -- that's what that would look like.

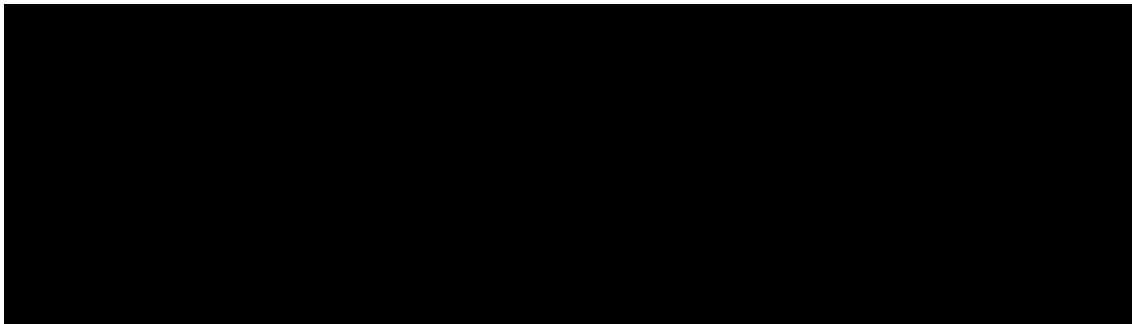
18 I don't recall off the top of my head the  
19 estimated angle cash flow. But in that time period from  
20 2020 to 2027, yes, it would show a curve from 540 to  
21 zero.

22 Q. Okay. So assuming that that curve ends ten --  
23 goes to zero ten years earlier, or to the left --

24 A. Okay.

25 Q. -- would the -- the items that are shown in black

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6 A. Yes, sir.

7 Q. And so my question to you is: Are these  
8 activities and the payments that track them on this  
9 curve, are they designed such that if at any point in  
10 time the project is terminated, for an event of default  
11 or one of these emergent issues that you just discussed  
12 in your testimony, is there always going to be enough  
13 money to -- in the trust fund to allow you to go to  
14 SAFSTOR and allow the project to be funded in -- as --  
15 as -- under the SAFSTOR timeline?

16 MR. HERNANDEZ: Object to form.

17 A. So you're asking me specifically about the return  
18 to SAFSTOR?

19 BY MR. REHWINKEL:

20 Q. Yeah.

21 A. So you --

22 Q. I'm trying to understand, are the payments out of  
23 the IOI decommissioning trust account, are they all  
24 synchronized, if you will, to the task such that if you  
25 stop the project at any time, is there always going to

# REDACTED

1 bringing somebody in to help with that evaluation would  
2 make some sense.

3 MR. HERNANDEZ: Objection; form.

4 A. We could, but I'm going to be one of the people,  
5 at least within the first year, that's doing the  
6 contract management. And the other Duke Energy manager  
7 that worked with me has been at Crystal River for over  
8 35 years. So between our experience as -- and our  
9 specific experience at Crystal River 3 and our project  
10 experience, I'm very confident that we will validate  
11 correctly as we go through this demolition project.

12 BY MR. MOYLE:

13 Q. And there's a provision that I saw in this report  
14 that said: "Disputed invoices will not be allowed to  
15 exceed [REDACTED]."

16 Are you familiar with that?

17 A. Very familiar, yes.

18 Q. So I'm guessing -- were you involved in the  
19 contract negotiations?

20 A. I was involved at a higher level. The project  
21 director and his team that reported to me probably did  
22 the direct negotiations, but clearly, I was -- I was  
23 involved at a higher level.

24 Q. Yeah.

25 So it's envisioned that there may be some

1 disputes over -- over these schedule of values  
2 submissions.

3 What happens if -- what happens if, you know, the  
4 number gets over [REDACTED]? It's [REDACTED] and y'all are  
5 saying, no, you're not -- you're not there, you're not a  
6 50 percent, we think you're at 30 percent, and there's a  
7 dispute?

8 What's your understanding as to what happens  
9 next?

10 A. That we won't ever go above [REDACTED] because  
11 the next monthly invoice, we will withhold all or  
12 portion of that to keep the total less than [REDACTED]  
13 That starts the very next invoice.

14 Q. What if they say, well, you know, you're wrong on  
15 that? You know, we need the money, and if you don't  
16 give us the money, we're going to pull our people off?

17 A. They can't dispute my dispute. They have to  
18 resolve my dispute.

19 Q. And how would they do that?

20 A. Finish the work. Because as I said this morning,  
21 the [REDACTED], as it breaks the total scope of  
22 work into smaller scopes of work, eventually, that work  
23 will be completed. So even though I might have disputed  
24 it six months ago and we're trying to resolve it,  
25 eventually the work is completed. And I will only have



1 20 percent. After you put the -- you start going  
2 vertical, you get another 20 percent.

3 So you're due monies after you achieve certain  
4 points of project completion. And -- and that's my  
5 understanding of how this project was set up.

6 A. Okay. Thank you for that. Now I understand your  
7 question.

8 Attachment 7 in the DSA has the [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 For each of these items,  
13 there's another level of detail below it that breaks  
14 each of these line items into smaller components. And  
15 that is what will be reported and asked to be paid for  
16 in a monthly invoice.

17 Q. Okay. Thank you for that.

18 A. And very similar to what you described for a  
19 construction project.

20 Q. Yeah.

21 And the number that has -- the end of the  
22 document, the -- that you're referencing, is it 540?

23 A. This is 540. This is the -- this is the fixed  
24 amount Duke Energy is going to pay to do this scope of  
25 work.

Q. Okay. And Mr. Rehwinkel asked you a question

1 earlier, which is kind of why I'm asking this line of  
2 questions, where he said, well, you know, if they get it  
3 done and, you know, it didn't cost them nearly -- it  
4 cost them half -- he didn't say that. But let's just  
5 say it cost them, you know, 300 million. Do they get  
6 all the money? And I think the answer was yes.

7 But you guys had already gone out and said,  
8 here's what we think the dollars associated with each  
9 step in the project is?

10 A. I'm not -- help me understand the question a  
11 little bit better.

12 Q. Yeah.

13 Are there any -- are there any unassigned dollars  
14 with that 540 that is not assigned to a specific task?

15 A. No. No. The items -- [REDACTED]  
16 [REDACTED] is the scope  
17 of work that equals the fixed amount of the contract.

18 Q. Okay. Just at a high level of understanding of  
19 the parent guarantees?

20 A. The parent guarantees are exhibits to the DSA.  
21 There's one that totals 140 million between the two  
22 parents, and that was committed to the NRC so that as  
23 the NRC reviewed the license transfer application that  
24 they did approve April 1st, that was in support of the  
25 trust fund for -- to allow the NRC to include that the

1 closing.

2 Q. And the -- and the [REDACTED] that also  
3 is not in place, right, as far as you know? There's not  
4 an executed copy of the [REDACTED]

5 A. Right. As far as I know, I don't know that ADP  
6 has reached any agreement with Waste Control  
7 Specialists.

8 Q. And earlier you had talked about waste disposal  
9 being one of the largest costs.

10 Just in a general -- in a general view, can you  
11 put a percentage on that as a cost?

12 A. My recollection is it's -- the -- the packaging  
13 transportation and disposal is approximately 25 percent  
14 of the project cost.

15 Q. Would you-all look or evaluate -- you know,  
16 25 percent of 500 million is 125 million.

17 Did you-all look at what -- what the market might  
18 be for that Utah facility?

19 MR. HERNANDEZ: Object to form.

20 A. Their disposal cost was in their proposal. So we  
21 can certainly compare the two. But the overall review  
22 of the proposals, we concluded ADP's fixed-price  
23 contract was a much better deal for our Duke Energy  
24 Florida customers.

25

1 was to give a high level -- remember, I'm going to get a  
2 ton of information on a monthly basis that supports the  
3 invoice. As we discuss this, we wanted to -- we wanted  
4 to provide something more meaningful to the commission  
5 on an annual basis than the -- the details of all of  
6 that.

7 But with that said, as I said this morning, we  
8 recognize the commission will need information. Just  
9 exactly what that might be, maybe I don't know yet.

10 BY MS. BROWNLESS:

11 Q. Okay. And would it be provided to the commission  
12 on an annual basis, which is what your prehearing  
13 statement says, or on a quarterly basis, which is what  
14 we believe Attachment 9 says?

15 A. Attachment 9 is a quarterly report from ADP to  
16 me. I'm not sure that will include the yearly aspects.  
17 So if I go to Attachment 9, Attachment 9 also has annual  
18 information --

19 Q. Yes.

20 A. -- and is -- annual information Section C of  
21 Attachment 9, it says that they will give me the  
22 information quarterly, but in addition, on or before  
23 March 31st of each calendar year, the following. And it  
24 says assessment of project schedule performance or  
25 future projections with respect thereto, [REDACTED]

1 [REDACTED] and blah, blah, blah.

2           So that's the basis. It's not the quarterly  
3 information, it was the annual information that's the  
4 annual -- that that -- that time linked to what  
5 contractually ADP will supply to me that I clearly  
6 signalled that I'm willing to also share with the  
7 commission, or at least with the --

8           Q. Can you help me understand about Attachment 9 and  
9 the quarterly information, which you've got here as a  
10 face-to-face meeting?

11           So you're not anticipating they will -- there  
12 will be a written quarterly report? You're -- you are  
13 saying that they'll simply be a face-to-face meeting  
14 each quarter?

15           A. I did not specify that we would have a report  
16 other than in the annual.

17           The reason that we structured this like we did --  
18 so A is what I've been talking about, things that we  
19 need to know about in a very short order, within  
20 24 hours. B was an opportunity for not just me --  
21 remember, I'm going to be the contract manager, me and  
22 one of the managers who work for us. We're going to  
23 have daily and weekly interactions.

24           So quarterly was intended for other internal Duke  
25 Energy stakeholders that may want to come down or may

# REDACTED

1 Q. Okay. And ADP takes responsibility for all fees  
2 and license requirements and other things that Texas  
3 requires for placing those materials at that site; is  
4 that right?

5 A. Yes, that's right.

6 Q. ADP, as part of the agreement, is providing a  
7 [REDACTED] that you had mentioned  
8 would be put in the provisional trust; is that correct?

9 A. Yes.

10 Q. Is that [REDACTED] -- I'm sorry. Is  
11 that [REDACTED] -- does that  
12 requirement end when you get to the interim End-State  
13 complete?

14 A. No. The way the transaction is structured is, as  
15 I described, we withhold 6 percent of the -- each  
16 monthly invoice amount -- of the invoice amount,  
17 94 percent of that will be paid to ADP, and the trustee  
18 will direct 6 percent of it into the provisional trust.

19 So over time, as the cash builds -- and there's  
20 an initial [REDACTED]

21 [REDACTED] As the cash

22 component increases over time, the [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

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Page 220

1 Q. After -- after the [REDACTED] is completed --  
2 and we're talking now about the non-radiological and the  
3 low-level waste only; is that right?

4 A. Yes.

5 Q. Is there any remaining truck provisions that stay  
6 in place after you get to interim End-State complete?

7 A. I'm not sure I understand your question.

8 Q. Let me try it a different way.

9 Duke will retain ownership of all of the real  
10 property; is that right?

11 A. Yes, that's right.

12 Q. Including the property where the ISFSI is  
13 located, right?

14 A. Yes, we will own the real property under the  
15 ISFSI pad.

16 Q. You mentioned that was like 10 to 12 acres that  
17 would still --

18 A. Right.

19 Q. -- will still be occupied by those facilities?

20 A. Right.

21 Q. And the [REDACTED] refers to the  
22 decommissioning and the dismantlement, not to the  
23 disposal of the high-level waste and materials that are  
24 in the ISFSI; is that right?

25 A. That's right, yes.

1 Q. Okay. So is there -- are there any particular  
2 guarantees that apply after the interim End-State  
3 regarding the decommissioning of the high-level waste  
4 that are located on Duke's property?

5 MR. HERNANDEZ: Object to form.

6 A. ADP -- again, I'm not -- I'm not following. ADP  
7 still has the obligations to move the fuel, to demolish  
8 the ISFSI structures, perform site -- final site  
9 radiological surveys, and give the NRC the information  
10 they need, be it a license termination, to allow the NRC  
11 to fully terminate the NRC license. That -- that  
12 continues to be an ADP obligation. We continue to own  
13 the real land.

14 BY MR. BREW:

15 Q. Okay. But my question was that there was a  
16 [REDACTED] in the DSA that applies to the  
17 disposal of the low-level waste, but there's no  
18 corresponding guarantee or trust that applies with  
19 respect to the high-level waste.

20 Is that because it's owned by ADP --

21 A. Yes, there will be --

22 Q. -- or ADP affiliate?

23 A. There will be an ISFSI trust, but it will be set  
24 up and maintained by the new owner, ADP.

25 Q. So -- so the ISFSI trust is not something that's



**REDACTED IN  
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1 committee and to our -- to the members of the TRC.

2 Q. If you go to Page 1, under executive summary, and  
3 you go down to the third paragraph, it says: "ADP will  
4 receive a fixed amount of \$540 million to complete all  
5 decommissioning activity, including disboundment of  
6 existing of plant structures, the disposal of any waste,  
7 and the restoration of the land to allow it to be  
8 repurposed"; is that right?

9 A. Yes, sir.

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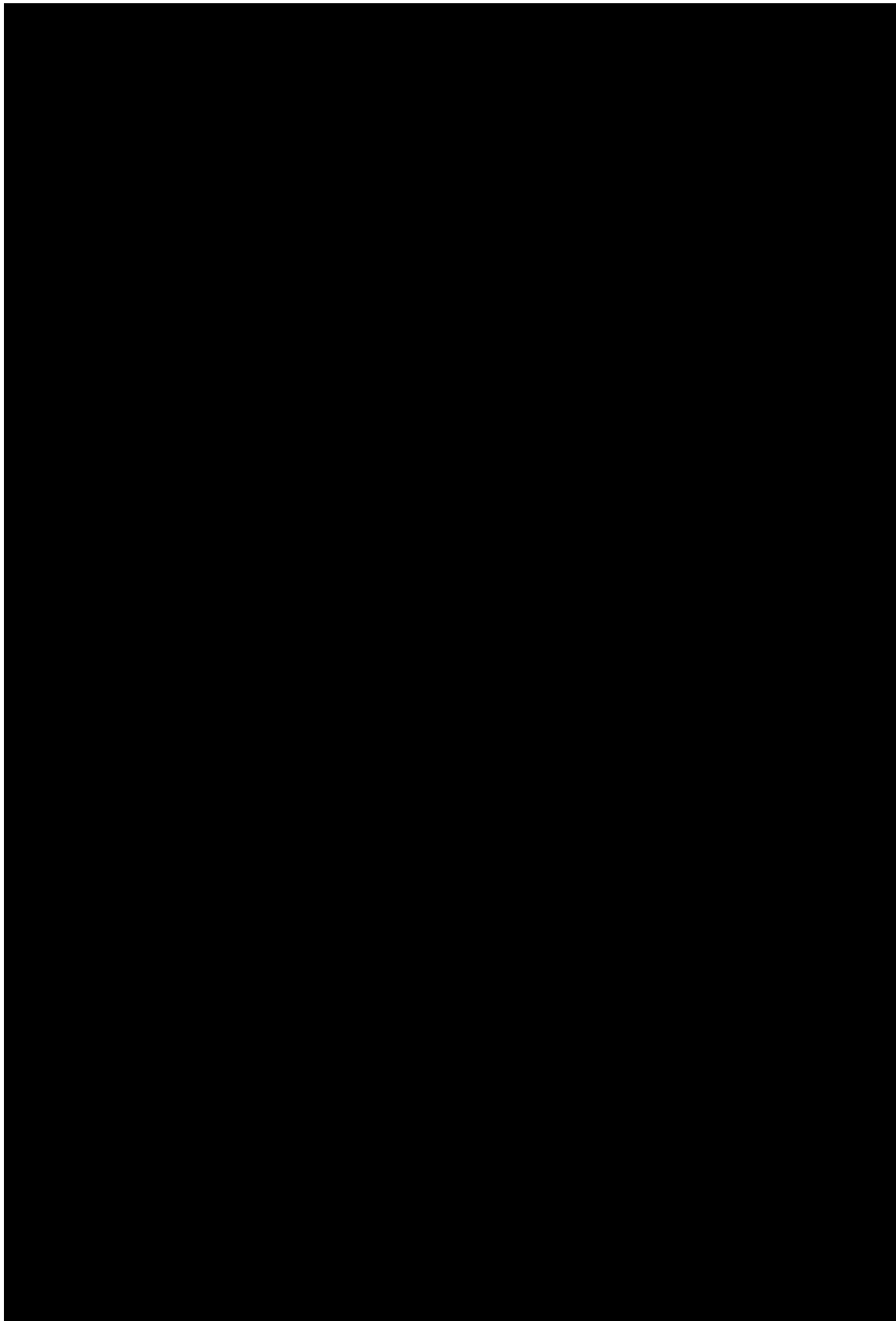
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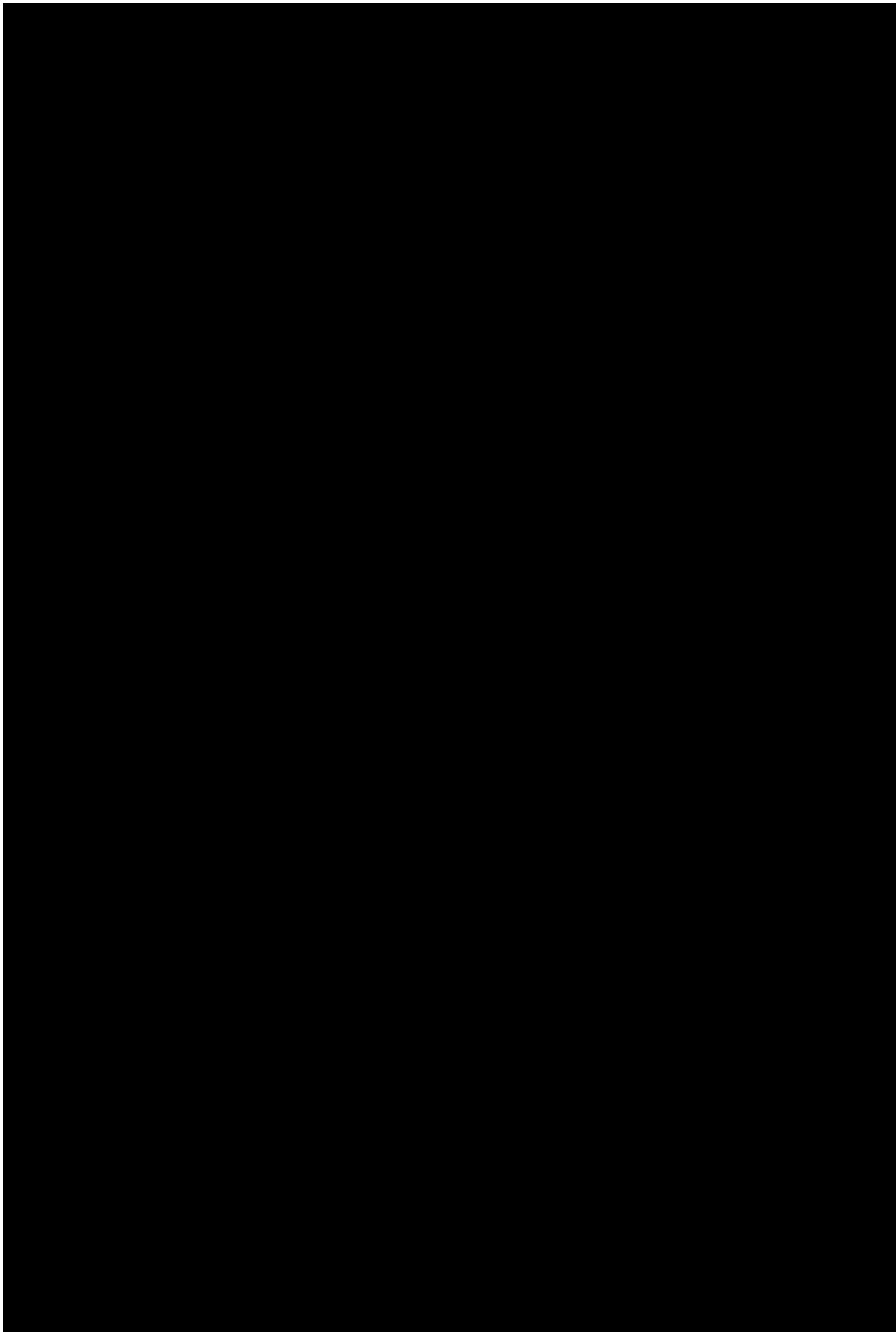
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10           That's the general agreement. I would need to  
11 spend some more time looking at the details.

12           Q. Okay. I'm kind of interested in an answer to  
13 this. So how much time would you need? What would you  
14 need to do to figure that out?

15           A. I don't know. We can -- we can take a break.  
16 And I can do some research.

17           Q. Well, let me do this, just so we don't lose this,  
18 I'm going to identify a late-filed deposition exhibit.

19           MR. REHWINKEL: And, Madam Court Reporter,  
20 we'll just -- where you list the exhibits, just list  
21 the title and I'll give you -- for this and the page  
22 where it's discussed. And then the company will be  
23 responsible for providing it, and it won't have to go  
24 through -- it won't have to go through you. It will  
25 be sort of an arrangement that we have with them.

1 reviewed the documents that he has in front of him  
2 right now, and could not find the answer. So we are  
3 going to provide the answer in the late-filed  
4 exhibit.

5 MR. REHWINKEL: Okay. That's fine.

6 BY MR. REHWINKEL:

7 Q. Okay. So let's -- let's go to -- while we're on  
8 Pages 10 and 11 of the white paper.

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18 MR. HERNANDEZ: Object to form.

19 A. I'm not -- so because -- I think what I said  
20 previously, Mr. Rehwinkel, was that because that Duke  
21 Energy will continue to be the owner, we will be -- we  
22 will be the insured for ANI and NEIL insurance.

23 Your question to me that I need to dig deeper  
24 into was, how -- how was the premium paid, and if there  
25 is any money coming back, who does it go to? Duke

1 Energy Florida ADP? I will get those answers. It's in  
2 the DSA. I just need time to go back and refresh my  
3 memory.

4 BY MR. REHWINKEL:

5 Q. All right.

6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 Q. Yes, sir.

10 A. No. I think those second and third bullets are  
11 still correct. And then I go to the next page, I think  
12 that's still correct.

13 Q. The last bullet there, environmental pollution  
14 insurance, 25 million coverage, is that the Item 8 on  
15 Page 11 of your rebuttal testimony?

16 A. What page again, please?

17 Q. I apologize. Page 11 of your rebuttal.

18 A. I think that equates to the Number 8, the --  
19 the -- let me see what it says on the white paper.

20 I'm sorry. I've lost track of your question.  
21 Ask me again, please.

22 Q. The last bullet, Number 2.11, it -- it just says  
23 environmental pollution insurance, \$25 million coverage.

24 A. Right.

25 Q. And the question I have is: Is that -- is that

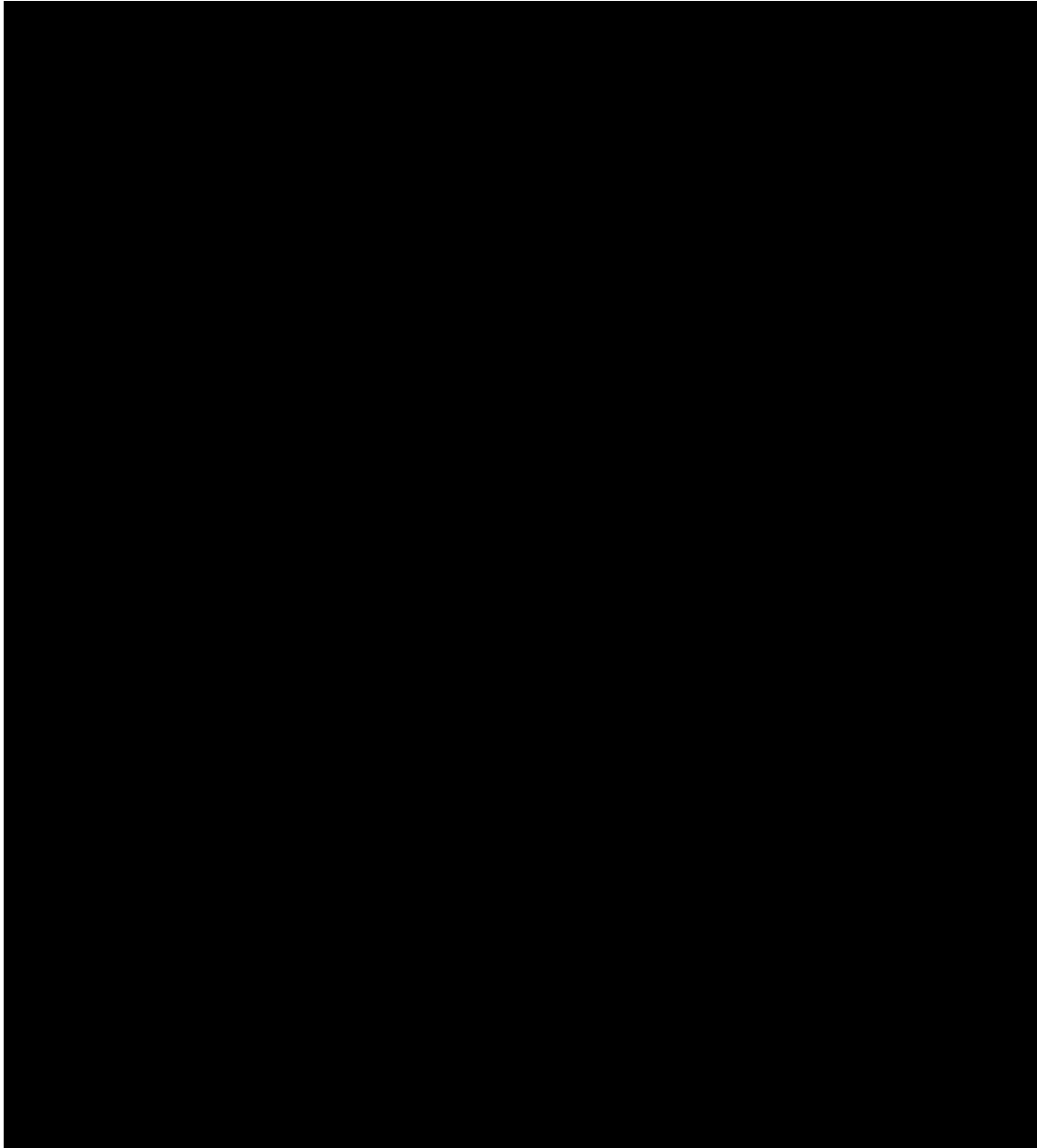
1 paragraph down. It starts off with "project  
2 efficiency."

3 Do you see that?

4 A. I do see that.

5 Q. Can you tell me -- well, can you just read that  
6 paragraph, those couple of sentences?

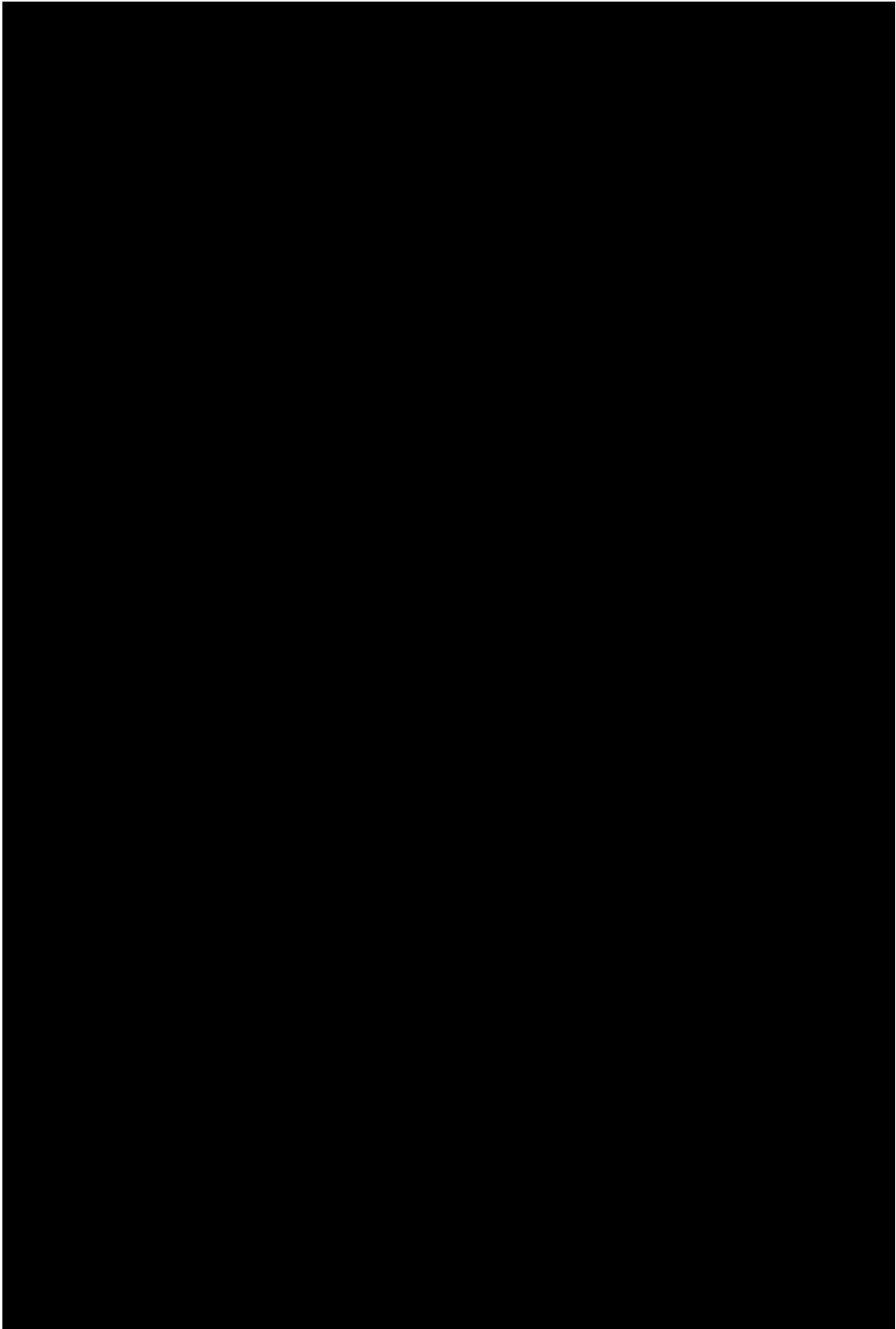
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13 Q. Do you have with you a discovery response in the  
14 DEF -- the Bates is 20190140DEFOPCPOD1-3. I'm looking  
15 for Document Pages 1 through 28.

16 A. I did not bring --

17 MR. HERNANDEZ: Charles, tell me again what  
18 you're looking for.

19 MR. REHWINKEL: 1 through 32. It's -- it's a  
20 POD3 response in the first set. It's a 32-page  
21 document. I want to go to Page 28.

22 MR. MOYLE: What's the Bates Number page,  
23 Charles?

24 MR. REHWINKEL: It's OPCPOD1-3-0000 and the 28.

25 MR. HERNANDEZ: Charles, does it say, at the

1 pursuant to your testimony, correct?

2 A. Correct.

3 Q. And you call these the essential elements on  
4 Line 6 --

5 A. Yes.

6 Q. -- of that protection?

7 So one of the things that's not included in here,  
8 at least as far as I could see, is the \$30 million  
9 guarantee associated with WCS. Or have I overlooked it?

10 A. If you look at Number 10, Mr. Rehwinkel, that is  
11 where I described the contractor's provisional trust.

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25 A. Yes, sir, that's correct.

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1 MR. HERNANDEZ: I'll be able to open it up and  
2 enlarge it. The same as an Excel worksheet, is that  
3 the correct one?

4 MR. REHWINKEL: Yes, it is.

5 MR. HERNANDEZ: I'm showing him the  
6 spreadsheet. It's got three different pages on it.  
7 Which particular page would you like him to look at?

8 THE WITNESS: The first one.

9 MR. HERNANDEZ: Let me enlarge it.

10 MR. REHWINKEL: It's not the chart. It has  
11 Column A in parenthesis at the top, or just has an A  
12 in parenthesis.

13 MR. HERNANDEZ: Column A, Duke NVT reserve  
14 account balance?

15 MR. REHWINKEL: Yes, that's it.

16 MR. HERNANDEZ: It's not enlarging here.  
17 Can you see that, Terry?

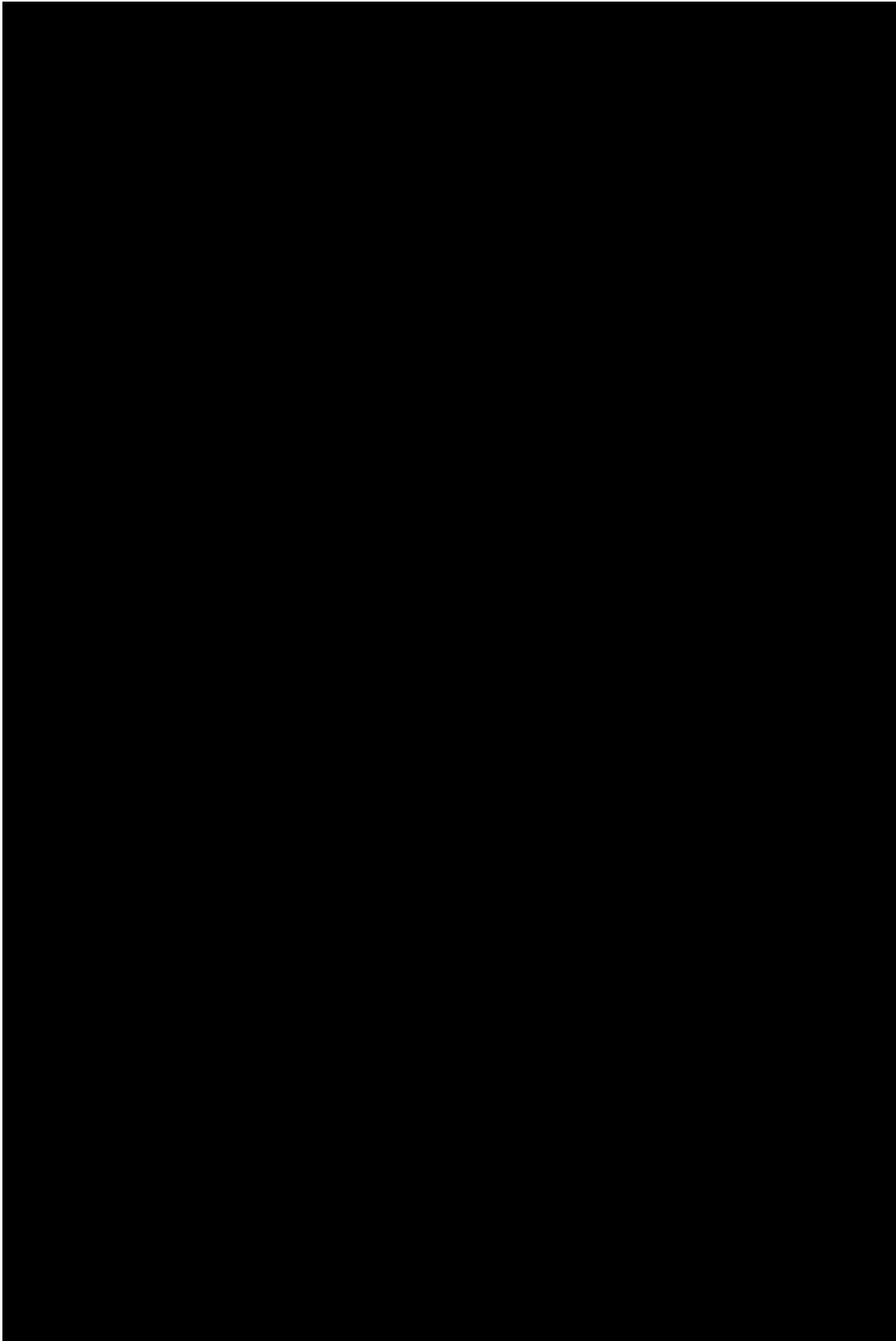
18 A. Okay, Charles.

19 BY MR. REHWINKEL:

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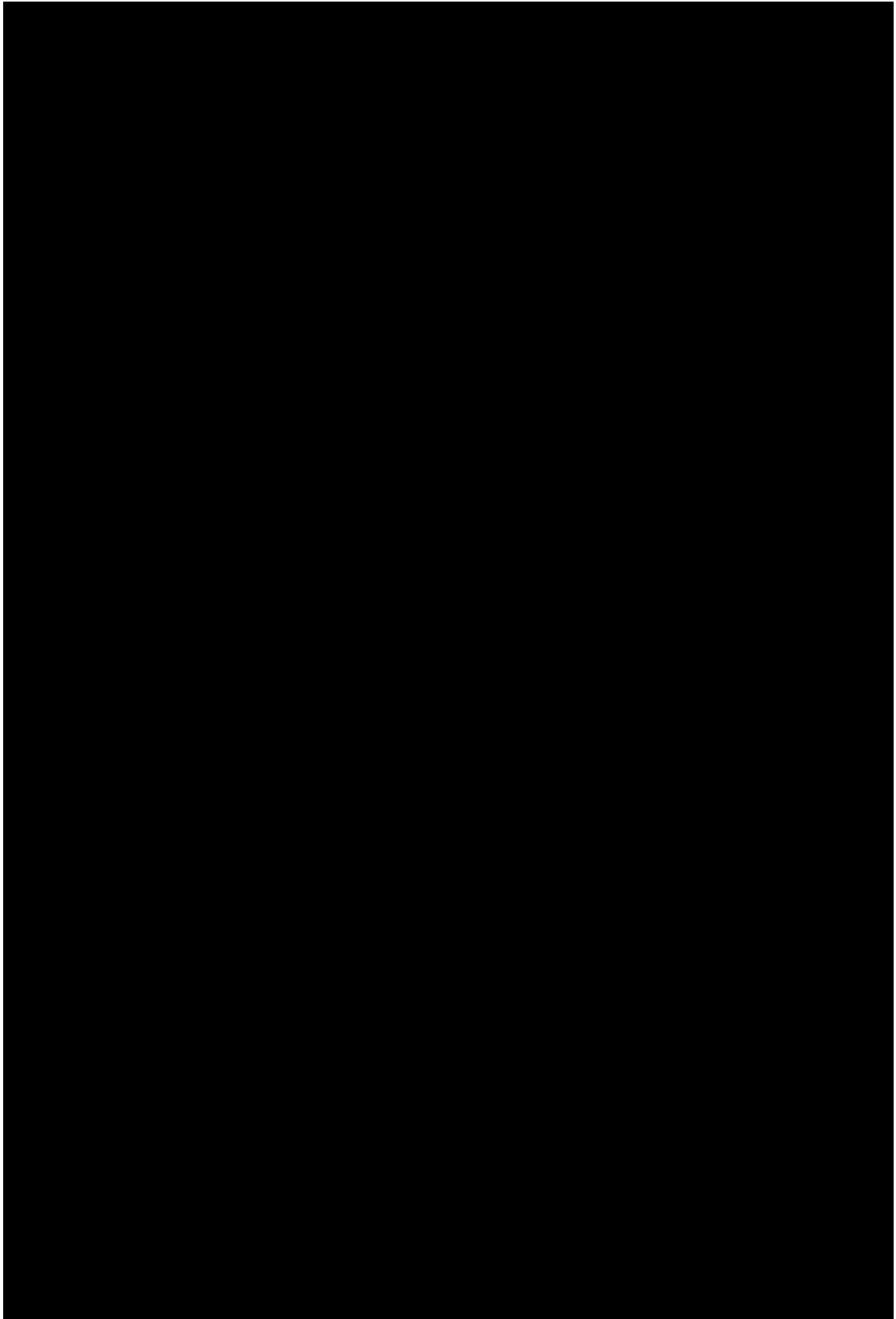
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1 the IOI decommissioning subaccount or trust -- trust  
2 account, assuming that work is done under a certain [REDACTED]  
3 [REDACTED]; is that fair -- through 2026?

4 A. Yes, that's what I think it is. I have not  
5 totaled it, so I don't know what the -- if I totaled it  
6 together. I think that's what it's trying to represent.

7 Q. Okay. And then from the year -- from 2027 to  
8 2036, there will be no payments, assuming everything  
9 goes as planned, until 2037?

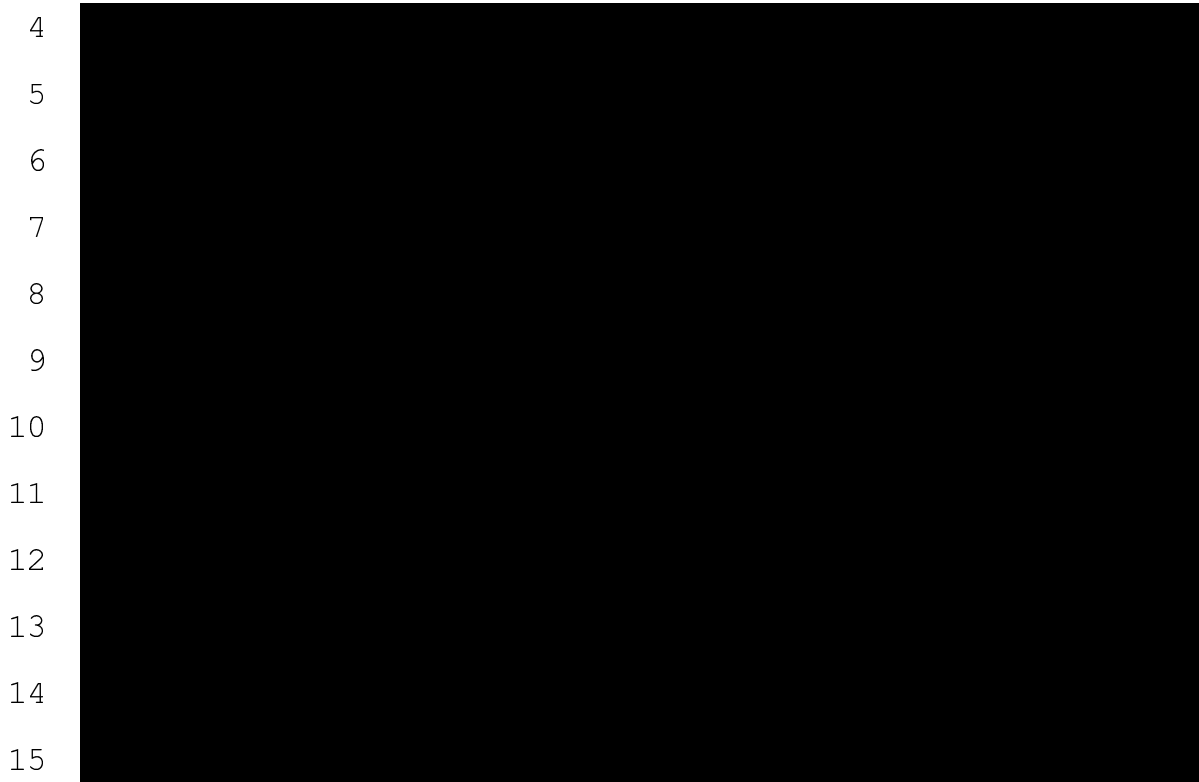
10 A. There will be no payment from Duke Energy Florida  
11 to ADP after -- right now, it will be 2027. I think  
12 that's where their current schedule is. So I do not  
13 know about 2037. I don't know what that is attempting  
14 to represent.

15 Q. Okay. Well, it should be some kind of work  
16 that's in the -- the [REDACTED] that's at the end  
17 of --

18 A. After 2027, the only work left is the ongoing  
19 operation and maintenance and security distancing until  
20 DOE is ready to have that go somewhere else. But that  
21 is not a Duke Energy Florida cost anymore. That is  
22 ADP's cost.

23 Q. Well, wouldn't -- I mean, for them to get that  
24 \$40 million, assuming that all this matched up with a  
25 pay item schedule for the -- for the 2019 to 2027

1 period -- or 2020 to 2027 period, this \$40 million would  
2 have to somehow be paid out by Duke as the manager of  
3 that fund, right?



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16 Q. If all these numbers total up to 540 million,  
17 does -- won't Duke have to sign checks or authorize  
18 disbursements from the IOI decommissioning subaccount  
19 totaling \$540 million?

20 MR. HERNANDEZ: Object to form.

21 A. The DSA goes into detail about the monthly  
22 invoicing process. So yes, there will be a monthly  
23 invoice, a validation of the process, and then there  
24 will be -- Duke Energy Florida will request a trustee to  
25 pay that invoice, minus the 6 percent that will go into



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Page 110

1 take the remaining \$20 million that they had deposited  
2 into the provisional trust on the closing date.

3 So that's the DSA that we're here talking about  
4 today, Mr. Rehwinkel.

5 The ISFSI operation continues year over year,  
6 right? Security and operations and maintenance and the  
7 facility monitoring. And that goes -- ADP will have  
8 whatever arrangement, either litigation or an agreement,  
9 with the Department of Energy to seek reimbursement of  
10 that money year over year, or whatever frequency they  
11 want to do it. And they ultimately give somewhere to  
12 send the fuel and the waste. ADP will fund all of that.

13 This contract makes -- they have to, at that  
14 point, diminish the ISFSI structure, perform final site  
15 surveys, submit that final license termination to the  
16 NRC. NRC reviews, ultimately approves. NRC terminates  
17 the NRC license from the Crystal River site. ADP, at  
18 that point, has met their obligations. At that point,  
19 Duke Energy, who still has the overall trust fund, would  
20 like and to what remaining funds are in there and how  
21 they would be distributed back to our customers and our  
22 shareholders.

23 Q. Okay. I guess it's on the -- that same Excel  
24 spreadsheet that we've been talking about. There's a  
25 footnote little A that says: [REDACTED]

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1 Line 18.

2 A. Okay.

3 Q. It says: "DEF would have only paid for work that  
4 is completed"?

5 A. Yes.

6 Q. Is it hypothetically possible that based on sort  
7 of the fact that -- that if you dispute up to [REDACTED] -- you  
8 can -- you have to pay invoices up to [REDACTED] million, even  
9 if they're in dispute, at any given time; is that right?

10 A. That's right.

11 Q. Okay. So if, for whatever reason, there was  
12 something that halted ADP's work on the project and you  
13 had paid out for work that had been done, plus  
14 [REDACTED] million -- or [REDACTED] million, let's say, of invoices  
15 that you thought the work wasn't done or wasn't done as  
16 was indicated in the -- in the invoice or the monthly  
17 report, technically there would be some -- and the work  
18 and the project got stalled, there would be some work  
19 that was paid for that wasn't completed; is that right?

20 MR. HERNANDEZ: Form.

21 A. I don't think that's right. In my testimony, I  
22 tried to, at least at a high level, explain some of the  
23 scenarios, at least from the protections built into the  
24 DSA, so that you -- you use the phrase the "project  
25 stalled." Well, there's certain requirements where they

1 And to the far right, it's zero. And this shows sort of  
2 a -- it tracks payments over time, disbursements that  
3 are released by DEF to ADP for the decommissioning and  
4 dismantlement; is that right?

5  
6  
7  
8  
9

10 Q. Okay. Did it -- did it basically -- instead of  
11 the curve going to zero in 2020 -- in 2037, or  
12 thereabouts, it would go to zero in 2027?

13 A. You see the -- yes, sir, you see where it says  
14 license termination to physiology? At the time, we were  
15 projecting 2026. It's likely to be 2026, there will be  
16 some cash flow on an annual basis from 540 to zero.  
17 That would be -- that's what that would look like.

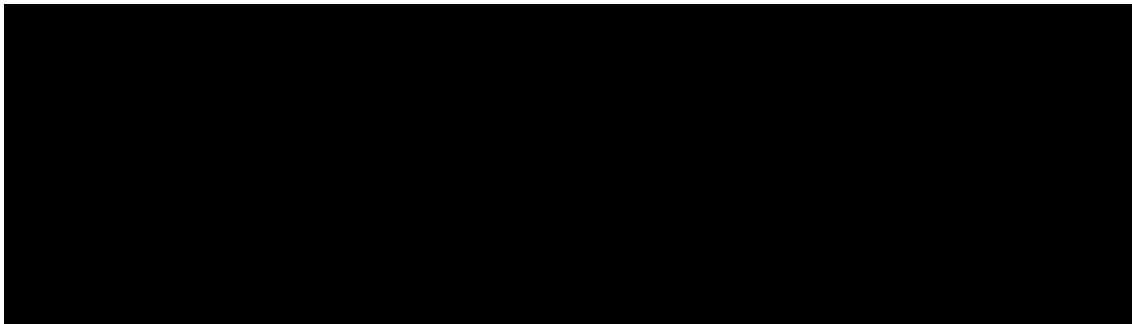
18 I don't recall off the top of my head the  
19 estimated angle cash flow. But in that time period from  
20 2020 to 2027, yes, it would show a curve from 540 to  
21 zero.

22 Q. Okay. So assuming that that curve ends ten --  
23 goes to zero ten years earlier, or to the left --

24 A. Okay.

25 Q. -- would the -- the items that are shown in black

1  
2  
3  
4  
5



6 A. Yes, sir.

7 Q. And so my question to you is: Are these  
8 activities and the payments that track them on this  
9 curve, are they designed such that if at any point in  
10 time the project is terminated, for an event of default  
11 or one of these emergent issues that you just discussed  
12 in your testimony, is there always going to be enough  
13 money to -- in the trust fund to allow you to go to  
14 SAFSTOR and allow the project to be funded in -- as --  
15 as -- under the SAFSTOR timeline?

16 MR. HERNANDEZ: Object to form.

17 A. So you're asking me specifically about the return  
18 to SAFSTOR?

19 BY MR. REHWINKEL:

20 Q. Yeah.

21 A. So you --

22 Q. I'm trying to understand, are the payments out of  
23 the IOI decommissioning trust account, are they all  
24 synchronized, if you will, to the task such that if you  
25 stop the project at any time, is there always going to

# REDACTED

1 bringing somebody in to help with that evaluation would  
2 make some sense.

3 MR. HERNANDEZ: Objection; form.

4 A. We could, but I'm going to be one of the people,  
5 at least within the first year, that's doing the  
6 contract management. And the other Duke Energy manager  
7 that worked with me has been at Crystal River for over  
8 35 years. So between our experience as -- and our  
9 specific experience at Crystal River 3 and our project  
10 experience, I'm very confident that we will validate  
11 correctly as we go through this demolition project.

12 BY MR. MOYLE:

13 Q. And there's a provision that I saw in this report  
14 that said: "Disputed invoices will not be allowed to  
15 exceed [REDACTED]."

16 Are you familiar with that?

17 A. Very familiar, yes.

18 Q. So I'm guessing -- were you involved in the  
19 contract negotiations?

20 A. I was involved at a higher level. The project  
21 director and his team that reported to me probably did  
22 the direct negotiations, but clearly, I was -- I was  
23 involved at a higher level.

24 Q. Yeah.

25 So it's envisioned that there may be some

1 disputes over -- over these schedule of values  
2 submissions.

3 What happens if -- what happens if, you know, the  
4 number gets over [REDACTED]? It's [REDACTED] and y'all are  
5 saying, no, you're not -- you're not there, you're not a  
6 50 percent, we think you're at 30 percent, and there's a  
7 dispute?

8 What's your understanding as to what happens  
9 next?

10 A. That we won't ever go above [REDACTED] because  
11 the next monthly invoice, we will withhold all or  
12 portion of that to keep the total less than [REDACTED]  
13 That starts the very next invoice.

14 Q. What if they say, well, you know, you're wrong on  
15 that? You know, we need the money, and if you don't  
16 give us the money, we're going to pull our people off?

17 A. They can't dispute my dispute. They have to  
18 resolve my dispute.

19 Q. And how would they do that?

20 A. Finish the work. Because as I said this morning,  
21 the [REDACTED], as it breaks the total scope of  
22 work into smaller scopes of work, eventually, that work  
23 will be completed. So even though I might have disputed  
24 it six months ago and we're trying to resolve it,  
25 eventually the work is completed. And I will only have



1 20 percent. After you put the -- you start going  
2 vertical, you get another 20 percent.

3 So you're due monies after you achieve certain  
4 points of project completion. And -- and that's my  
5 understanding of how this project was set up.

6 A. Okay. Thank you for that. Now I understand your  
7 question.

8 Attachment 7 in the DSA has the [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 For each of these items,  
13 there's another level of detail below it that breaks  
14 each of these line items into smaller components. And  
15 that is what will be reported and asked to be paid for  
16 in a monthly invoice.

17 Q. Okay. Thank you for that.

18 A. And very similar to what you described for a  
19 construction project.

20 Q. Yeah.

21 And the number that has -- the end of the  
22 document, the -- that you're referencing, is it 540?

23 A. This is 540. This is the -- this is the fixed  
24 amount Duke Energy is going to pay to do this scope of  
25 work.

Q. Okay. And Mr. Rehwinkel asked you a question

1 earlier, which is kind of why I'm asking this line of  
2 questions, where he said, well, you know, if they get it  
3 done and, you know, it didn't cost them nearly -- it  
4 cost them half -- he didn't say that. But let's just  
5 say it cost them, you know, 300 million. Do they get  
6 all the money? And I think the answer was yes.

7 But you guys had already gone out and said,  
8 here's what we think the dollars associated with each  
9 step in the project is?

10 A. I'm not -- help me understand the question a  
11 little bit better.

12 Q. Yeah.

13 Are there any -- are there any unassigned dollars  
14 with that 540 that is not assigned to a specific task?

15 A. No. No. The items -- [REDACTED]  
16 [REDACTED] is the scope  
17 of work that equals the fixed amount of the contract.

18 Q. Okay. Just at a high level of understanding of  
19 the parent guarantees?

20 A. The parent guarantees are exhibits to the DSA.  
21 There's one that totals 140 million between the two  
22 parents, and that was committed to the NRC so that as  
23 the NRC reviewed the license transfer application that  
24 they did approve April 1st, that was in support of the  
25 trust fund for -- to allow the NRC to include that the

1 closing.

2 Q. And the -- and the [REDACTED] that also  
3 is not in place, right, as far as you know? There's not  
4 an executed copy of the [REDACTED]

5 A. Right. As far as I know, I don't know that ADP  
6 has reached any agreement with Waste Control  
7 Specialists.

8 Q. And earlier you had talked about waste disposal  
9 being one of the largest costs.

10 Just in a general -- in a general view, can you  
11 put a percentage on that as a cost?

12 A. My recollection is it's -- the -- the packaging  
13 transportation and disposal is approximately 25 percent  
14 of the project cost.

15 Q. Would you-all look or evaluate -- you know,  
16 25 percent of 500 million is 125 million.

17 Did you-all look at what -- what the market might  
18 be for that Utah facility?

19 MR. HERNANDEZ: Object to form.

20 A. Their disposal cost was in their proposal. So we  
21 can certainly compare the two. But the overall review  
22 of the proposals, we concluded ADP's fixed-price  
23 contract was a much better deal for our Duke Energy  
24 Florida customers.

25

1 was to give a high level -- remember, I'm going to get a  
2 ton of information on a monthly basis that supports the  
3 invoice. As we discuss this, we wanted to -- we wanted  
4 to provide something more meaningful to the commission  
5 on an annual basis than the -- the details of all of  
6 that.

7 But with that said, as I said this morning, we  
8 recognize the commission will need information. Just  
9 exactly what that might be, maybe I don't know yet.

10 BY MS. BROWNLESS:

11 Q. Okay. And would it be provided to the commission  
12 on an annual basis, which is what your prehearing  
13 statement says, or on a quarterly basis, which is what  
14 we believe Attachment 9 says?

15 A. Attachment 9 is a quarterly report from ADP to  
16 me. I'm not sure that will include the yearly aspects.  
17 So if I go to Attachment 9, Attachment 9 also has annual  
18 information --

19 Q. Yes.

20 A. -- and is -- annual information Section C of  
21 Attachment 9, it says that they will give me the  
22 information quarterly, but in addition, on or before  
23 March 31st of each calendar year, the following. And it  
24 says assessment of project schedule performance or  
25 future projections with respect thereto, [REDACTED]

1 [REDACTED] and blah, blah, blah.

2           So that's the basis. It's not the quarterly  
3 information, it was the annual information that's the  
4 annual -- that that -- that time linked to what  
5 contractually ADP will supply to me that I clearly  
6 signalled that I'm willing to also share with the  
7 commission, or at least with the --

8           Q. Can you help me understand about Attachment 9 and  
9 the quarterly information, which you've got here as a  
10 face-to-face meeting?

11           So you're not anticipating they will -- there  
12 will be a written quarterly report? You're -- you are  
13 saying that they'll simply be a face-to-face meeting  
14 each quarter?

15           A. I did not specify that we would have a report  
16 other than in the annual.

17           The reason that we structured this like we did --  
18 so A is what I've been talking about, things that we  
19 need to know about in a very short order, within  
20 24 hours. B was an opportunity for not just me --  
21 remember, I'm going to be the contract manager, me and  
22 one of the managers who work for us. We're going to  
23 have daily and weekly interactions.

24           So quarterly was intended for other internal Duke  
25 Energy stakeholders that may want to come down or may

# REDACTED

1 Q. Okay. And ADP takes responsibility for all fees  
2 and license requirements and other things that Texas  
3 requires for placing those materials at that site; is  
4 that right?

5 A. Yes, that's right.

6 Q. ADP, as part of the agreement, is providing a  
7 [REDACTED] that you had mentioned  
8 would be put in the provisional trust; is that correct?

9 A. Yes.

10 Q. Is that [REDACTED] -- I'm sorry. Is  
11 that [REDACTED] -- does that  
12 requirement end when you get to the interim End-State  
13 complete?

14 A. No. The way the transaction is structured is, as  
15 I described, we withhold 6 percent of the -- each  
16 monthly invoice amount -- of the invoice amount,  
17 94 percent of that will be paid to ADP, and the trustee  
18 will direct 6 percent of it into the provisional trust.

19 So over time, as the cash builds -- and there's  
20 an initial [REDACTED]

21 [REDACTED] As the cash

22 component increases over time, the [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

# REDACTED

Page 220

1 Q. After -- after the [REDACTED] is completed --  
2 and we're talking now about the non-radiological and the  
3 low-level waste only; is that right?

4 A. Yes.

5 Q. Is there any remaining truck provisions that stay  
6 in place after you get to interim End-State complete?

7 A. I'm not sure I understand your question.

8 Q. Let me try it a different way.

9 Duke will retain ownership of all of the real  
10 property; is that right?

11 A. Yes, that's right.

12 Q. Including the property where the ISFSI is  
13 located, right?

14 A. Yes, we will own the real property under the  
15 ISFSI pad.

16 Q. You mentioned that was like 10 to 12 acres that  
17 would still --

18 A. Right.

19 Q. -- will still be occupied by those facilities?

20 A. Right.

21 Q. And the [REDACTED] refers to the  
22 decommissioning and the dismantlement, not to the  
23 disposal of the high-level waste and materials that are  
24 in the ISFSI; is that right?

25 A. That's right, yes.

1 Q. Okay. So is there -- are there any particular  
2 guarantees that apply after the interim End-State  
3 regarding the decommissioning of the high-level waste  
4 that are located on Duke's property?

5 MR. HERNANDEZ: Object to form.

6 A. ADP -- again, I'm not -- I'm not following. ADP  
7 still has the obligations to move the fuel, to demolish  
8 the ISFSI structures, perform site -- final site  
9 radiological surveys, and give the NRC the information  
10 they need, be it a license termination, to allow the NRC  
11 to fully terminate the NRC license. That -- that  
12 continues to be an ADP obligation. We continue to own  
13 the real land.

14 BY MR. BREW:

15 Q. Okay. But my question was that there was a  
16 [REDACTED] in the DSA that applies to the  
17 disposal of the low-level waste, but there's no  
18 corresponding guarantee or trust that applies with  
19 respect to the high-level waste.

20 Is that because it's owned by ADP --

21 A. Yes, there will be --

22 Q. -- or ADP affiliate?

23 A. There will be an ISFSI trust, but it will be set  
24 up and maintained by the new owner, ADP.

25 Q. So -- so the ISFSI trust is not something that's



**REDACTED IN  
ENTIRETY**

**Exhibit C**  
**DUKE ENERGY FLORIDA, LLC**  
**Confidentiality Justification Matrix**

| <b>DOCUMENT/RESPONSES</b>  | <b>PAGE/LINE</b>   | <b>JUSTIFICATION</b>   |
|--|--|--|
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 38, Lines 10-25:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 39, Lines 1-25:</b> All information is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |

| <b>DOCUMENT/RESPONSES</b>  | <b>PAGE/LINE</b>  | <b>JUSTIFICATION</b>   |
|--|---|--|
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 40, Lines 1-25:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 41, Lines 1-9:</b> All information is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 44, Lines 9-17:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>The document in question contains confidential</p>   |

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|  |   | <p>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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 45, Lines 6-8:</b> 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 contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 47, Lines 7-25:</b> 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</p>   |

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|  |   | <p>goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 48, Lines 1-25:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 49, Lines 1-12:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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>   |

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|  |   | <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 98, Lines 12-24:</b> All information is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 104, Lines 20-25:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the</p>   |

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|  |  | disclosure of which would impair DEF's competitive interests.  |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 105, Lines 1-25:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 106, Lines 1-25:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |

| <b>DOCUMENT/RESPONSES</b>  | <b>PAGE/LINE</b>  | <b>JUSTIFICATION</b>   |
|--|---|--|
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 107, Lines 2-3:</b> All information after "under a certain" and before "is that fair" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 107, Line 16:</b> All information after "that's in the -- the" and that's at the end" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 108, Lines 4-15:</b> All information is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/>The document in question contains confidential</p>   |



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|  |   | <p>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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 110, Line 25:</b> All information after "little A that says:" 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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 111, Lines 1-25:</b> 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</p>   |

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|  |   | <p>goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 112 Lines 1-25:</b> All information is confidential.</p>   | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 118, Line 7:</b> All information after "if you dispute up to" and before "-- you" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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>   |

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|--|--|--|
|  |  | <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 118, Line 8:</b> All information after "to pay invoices up to" and before "million, even" is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 118, Line 14:</b> All information before "million -- or" is confidential, and all information before "million, let's say, of invoices" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the</p>   |

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|  |   | disclosure of which would impair DEF's competitive interests.  |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 128, Lines 5-9:</b> 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 contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 129, Lines 1-5:</b> 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 contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |

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| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 172, Line 15:</b> All information after "exceed" is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 173, Line 4:</b> All information after "number gets over" and before "It's" is confidential, and all information before "and ya'll are" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 173, Line 10:</b> All information after "won't ever go above" and before "because" is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/>The document in question contains confidential</p>   |

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|  |  | <p>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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 173, Line 12:</b> All information after "keep the total less than" 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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 173, Line 21:</b> All information after "the" and before "as it breaks the total scope of" 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</p>   |

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|  |   | <p>goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 175, Lines 8-11:</b> All information after "in the DSA has the" and before "For each of these items," is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 176, Lines 15-16:</b> All information after "The items --" and before "is the scope" is confidential.</p>                  | <p>§366.093(3)(d), F.S.<br/>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>   |

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|  |  | <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 181, Line 2:</b> All information after "-- and the" and before "that also" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 181, Line 4:</b> All information after "an executed copy of the" is confidential.</p>           | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the</p>   |



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|  |  | disclosure of which would impair DEF's competitive interests.  |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 202, Line 25:</b> All information after "with respect thereto," is confidential.</p>  | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 203, Lines 1:</b> All information before "and blah, blah, blah." is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |

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| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 219, Line 7:</b> All information before "that you had mentioned" is confidential.</p>             | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 219, Line 10:</b> All information after "Is that" and before "-- I'm sorry." is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 219, Line 11:</b> All information after "that" and before "-- does that" is confidential.</p>     | <p>§366.093(3)(d), F.S.<br/>The document in question contains confidential</p>   |

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|  |   | <p>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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 219, Lines 20-21:</b> All information after "an initial" and before "As the cash" 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><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 219, Lines 22-25:</b> All information after "component increases over time, the" 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</p>   |

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|  |  | <p>goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 220, Line 1:</b> All information after "after the" and before "is completed" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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.<br/>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 220, Line 21:</b> All information after "And the" and before "refers to the" is confidential.</p> | <p>§366.093(3)(d), F.S.<br/>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>   |

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|  |  | <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>   |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Page 221, Line 16:</b> All information before "in the DSA that applies to the" is confidential.</p>              | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p> |
| <p><b>Deposition transcript for deposition of DEF's witness Terry Hobbs, P.E. taken on June 25, 2020</b></p> | <p><b>Word Index attached to the deposition transcript as pages 1 through 44:</b> All information is confidential.</p> | <p>§366.093(3)(d), F.S.<br/> 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.<br/> The document in question contains confidential information, the</p>   |

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|                           |                  | disclosure of which would impair DEF's competitive interests. |

# **Exhibit D**

## **AFFIDAVIT OF TERRY HOBBS**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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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

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DOCKET NO.: 20190140-EI

Submitted for Filing: July 21, 2020

**AFFIDAVIT OF TERRY HOBBS IN SUPPORT OF  
DUKE ENERGY FLORIDA, LLC'S FOURTEENTH  
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 Fourteenth 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 transcript for the deposition of DEF's witness Terry Hobbs taken on June 25, 2020. The confidential information at issue is contained in 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, as well as confidential information that is either subject to current pending requests for confidential classification filed by DEF, or has already been found to be exempt from public disclosure under orders granting confidential classification that have been issued in this proceeding by the Florida Public Service Commission. 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