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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

14 MAY -1 PM 2: 01

In re: ~~COMMISSION~~ ~~CLERK~~ Nuclear Cost Recovery Clause

Docket No. 140009-EI
Submitted for Filing: May 1, 2014

**DUKE ENERGY FLORIDA, INC.'S SECOND REQUEST FOR
CONFIDENTIAL CLASSIFICATION REGARDING PORTIONS
OF THE TESTIMONIES AND EXHIBITS FILED AS PART
OF THE COMPANY'S MAY 1, 2014 PETITION**

Duke Energy Florida, Inc. ("DEF" or the "Company"), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006(3), Florida Administrative Code ("F.A.C."), files this Request for Confidential Classification Regarding Portions of the Testimonies and Exhibits Filed as Part of the Company's May 1, 2014 Petition (the "Request"). DEF is seeking confidential classification of the following materials filed with the Florida Public Service Commission ("FPSC" or the "Commission") in the above referenced docket: (1) the confidential portions of the testimony and the exhibits of Mr. Christopher M. Fallon; and, (2) the confidential portions of the testimony and exhibits of Mr. Thomas G. Foster. Specifically, portions of Mr. Fallon's testimony and Exhibit Nos. ___ (CMF-10), (CMF-11), and (CMF-12) as well as portions of Mr. Foster's testimony and Exhibit Nos. ___(TGF-4) and (TGF-5) contain proprietary confidential business information regarding ongoing negotiations, the disclosure of which would harm DEF's competitive business interests. The testimony and exhibits also contain confidential contractual information, the disclosure of which would impair DEF's ability to negotiate for goods or services on favorable terms.

An unredacted version of the documents discussed above is being filed under seal with the Commission as Appendix A on a confidential basis to keep the competitive business information in those documents confidential. In support of this Request, DEF states as follows:

COM	_____
AFD	<u>1</u>
APA	<u>1</u>
ECO	<u>1</u>
ENG	<u>1</u>
GCL	<u>1</u>
IDM	<u>2</u>
TEL	_____
CLK	_____

The Confidentiality of the Documents at Issue

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

Testimony and Exhibits

As listed above, portions of the financial schedules, attached as exhibits TGF-4 and TGF-5 to the testimony of Mr. Foster contain confidential, proprietary contractual information regarding the purchase of equipment, materials, and services relating to the Levy Nuclear Project (“LNP” or “Levy”) and the Crystal River Unit 3 (“CR3”) Extended Power Uprate (“EPU”) project (collectively with the LNP, the “Nuclear Projects”). See Affidavit of Fallon, ¶¶ 4-6; Affidavit of Delowery, ¶¶ 2, 4-6.

Additionally, portions of exhibits TGF-4 (Levy) and TGF-5 (EPU) to Mr. Foster’s testimony and portions of Mr. Fallon’s and Mr. Foster’s testimony contain confidential and sensitive contractual capital cost numbers regarding the Nuclear Projects, the disclosure of which would impair DEF’s competitive business interests and ability to negotiate favorable contracts,

as well as violate contractual nondisclosure provisions of these contracts. See Affidavit of Fallon, ¶¶ 4-6; Affidavit of Delowery, ¶¶ 2, 4-6.

Additionally, Mr. Fallon's testimony and Exhibit Nos. ___(CMF-10), (CMF-11), and (CMF-12) contain confidential contractual numbers and terms under the Company's Engineering, Procurement, and Construction contract ("EPC Agreement") with Westinghouse Electric Company, LLC ("WEC") and Stone & Webster, Inc. ("S&W") (collectively, the "Consortium"), as well as cost numbers and information relating to decisions regarding disposition of items of Levy Long Lead Equipment ("LLE") and ongoing negotiations surrounding disposition of Levy LLE. See Affidavit of Fallon, ¶ 7.

If third parties were made aware of confidential contractual terms that DEF has with other parties, or ongoing negotiations regarding LLE and asset disposition and project wind-down, they may offer DEF less competitive contractual terms in future contractual negotiations, and it would impair DEF in on-going negotiations. See Affidavit of Fallon, ¶¶8-9; Affidavit of Delowery, ¶¶ 4-5. Absent the Company's measures to maintain the confidentiality of sensitive terms between DEF and vendors, the Company's efforts to obtain competitively priced supply and service contracts could be undermined. Affidavit of Fallon, ¶¶ 9-10; Affidavit of Delowery, ¶¶ 4-5.

Strict procedures are established and followed to maintain the confidentiality of the terms of all of the confidential documents and information at issue, including restricting access to those persons who need the information and documents to assist the Company. See Affidavit of Fallon, ¶ 10; Affidavit of Delowery, ¶¶ 6-7.

At no time has the Company publicly disclosed the confidential information or documents at issue; DEF has treated and continues to treat the information and documents at issue as confidential. See Affidavit of Fallon, ¶ 10; Affidavit of Delowery, ¶ 7. DEF requests this information be granted confidential treatment by the Commission.

Conclusion

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

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

(2) Two copies of the documents with the information for which DEF intends to request confidential classification redacted by section, pages, or lines where appropriate as Appendix B; and,

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

WHEREFORE, DEF respectfully requests that the redacted portions of the testimony and exhibits of Mr. Foster and Mr. Fallon be classified as confidential for the reasons set forth above.

Respectfully submitted on this 1st day of May, 2014:

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to counsel and parties of record as indicated below via electronic and U.S. Mail this 1st day of May, 2014.

/s/ Blaise N. Gamba

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REDACTED

DUKE ENERGY FLORIDA
In re: Nuclear Cost Recovery Clause
Docket 140009-EI
Second Request for Confidential Classification

Exhibit B

COM _____
AFD _____
APA _____
ECO _____
ENG _____
GCL _____
IDM 1 _____
TEL _____
CLK _____

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Nuclear Cost Recovery
Clause**

**DOCKET NO. 140009-EI
Submitted for filing: May 1, 2014**

REDACTED

DIRECT TESTIMONY OF CHRISTOPHER M. FALLON

**ON BEHALF OF
DUKE ENERGY FLORIDA, INC.**

1 DEF is continuing its efforts to obtain the COL from the NRC consistent with DEF's
 2 agreement in the 2013 Settlement Agreement to exercise reasonable and prudent
 3 efforts to obtain the COL.

4
 5 **IV. LNP 2014 AND 2015 WIND-DOWN ACTIVITIES.**

6 **Q. Does DEF have actual/estimated costs in 2014 as a result of Levy wind-down**
 7 **activities?**

8 A. Yes. DEF's actual/estimated 2014 costs are [REDACTED]. See 2014 Detail LNP
 9 Schedule of Exhibit No. ___ (TGF-4) to Mr. Foster's testimony. The 2014 Detail
 10 Schedule, lines 1b and 12e and 1d, shows actual/estimated costs for 2014 in the
 11 following categories: wind-down costs in the amount of [REDACTED] and LLE
 12 disposition costs in the amount of [REDACTED], respectively

13
 14 **Q. Please describe the Levy wind-down activities and costs.**

15 A. Actual/estimated 2014 wind-down costs that are reasonably known at this time are
 16 approximately [REDACTED]. Wind-down cost were incurred and will be incurred for (1)
 17 storage, insurance, and quality assurance of the completed and partially completed
 18 Levy LLE components until disposition – approximately [REDACTED]; (2) internal
 19 Duke Energy labor to assist with disposition of the LLE – approximately [REDACTED];
 20 (3) approximately [REDACTED] in estimated costs for external WEC support to gather
 21 information from its LLE suppliers and assist with disposition of the LLE; and (4)
 22 approximately \$0.4 million for regulatory and administrative wind-down support.
 23 This category also includes payment of final invoices in the amount of approximately

1 [REDACTED] for module program development work to close out DEF's relationship
2 with Consortium member S&W under the cancelled EPC Agreement. DEF does not
3 include in this filing potential, future wind-down or LLE disposition costs or credits
4 that DEF cannot reasonably quantify at this time.

5

6 **Q. Please describe the LLE disposition activities and costs.**

7 A. LLE disposition costs include expenditures directly attributable to amounts paid for
8 the disposition of the Levy LLE, a reversal of an accrual for a milestone payment not
9 made in 2014, and an estimate of the upper limit of termination costs possibly due [REDACTED]

10 [REDACTED]

11 The [REDACTED] shown on Schedule 2014 Detail LNP includes a negotiated
12 settlement payment to terminate an LLE purchase order with WEC and sub-contractor
13 Tioga for the reactor coolant-loop (RCL) piping components of [REDACTED] in early
14 2014, and a reversal of an accrual for an RCL milestone payment of [REDACTED] that
15 was not made because of the cancellation of the purchase order for this equipment.

16 Also included is approximately [REDACTED], which reflects the [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23

1 **Q. Please explain DEF's settlement with WEC and Tioga for the Tioga LLE.**

2 A. Tioga is the supplier and manufacturer of the RCL piping Levy LLE. The RCL piping
3 started the manufacturing process in 2013. When DEF elected not to complete
4 construction of the LNP, DEF first authorized WEC to contact Tioga about Tioga's
5 willingness to place a manufacturing hold on the RCL piping to allow DEF additional
6 time to analyze the disposition of the equipment. Tioga responded that there would be
7 a cost associated with a manufacturing hold and a change order would be required.
8 Consequently, DEF authorized WEC to contact Tioga about its costs should DEF
9 decide to cancel the RCL piping purchase order and manufacturing of the piping.

10 Tioga provided WEC with an all-inclusive cancellation cost of [REDACTED]

11 [REDACTED]

12 [REDACTED]. DEF evaluated the Tioga settlement offer
13 pursuant to DEF's LLE Disposition Plan guidelines. A copy of the LLE Disposition
14 Plan was included as Exhibit No. ____ (CMF-5) to my March 3, 2014 testimony in this
15 docket. Based on the evaluation of the available options under the LLE Disposition
16 Plan, which included quantitative and qualitative factors, DEF determined that the
17 settlement was the most cost-effective option for DEF and its customers. Acceptance
18 of the settlement resulted in a minimum net savings of [REDACTED] to DEF's
19 customers compared to the other available options. DEF, accordingly, accepted the
20 offer and instructed WEC to terminate the purchase order with Tioga on January 9,
21 2014. My Exhibit No. ____ (CMF-10) further explains DEF's evaluation of the Tioga
22 settlement offer and the net savings to customers that resulted from acceptance of that

1 Finally, because DEF could not obtain the COL from the NRC by January 1, 2014,
2 DEF terminated the EPC Agreement in late January of 2014, after disposition of the
3 Tioga LLE, the final LLE component being manufactured. DEF's decision to
4 terminate the EPC Agreement under this provision means that DEF is not obligated to
5 pay WEC a termination fee. Under this provision, DEF does not have to pay WEC the
6 termination fee if either party terminated the EPC Agreement because DEF was
7 unable to obtain the COL from the NRC by January 1, 2014.

8
9 **Q. Has DEF minimized costs?**

10 A. Yes. Overall, the Mangiarotti and Tioga settlements represent a savings of [REDACTED]
11 [REDACTED] through 2015 versus what DEF otherwise was contractually obligated to
12 spend.

13
14 **Q. What is the status of DEF's relationship with WEC?**

15 A. Prior to termination of the EPC Agreement, DEF was working with WEC to
16 disposition the Levy LLE. As I explained in the confidential attachment to my March
17 3, 2014 testimony, however, DEF's attempts to work with WEC to reasonably
18 disposition the Levy LLE and wind down the project activities and costs were slowed
19 by the parties' inability to agree on reasonable commercial terms to compensate WEC
20 for their efforts to disposition the Levy LLE following termination of the EPC
21 Agreement. WEC further made claims for changes orders and for the termination fee
22 and additional termination costs that, in DEF's view, were unfounded and
23 unreasonable. The parties attempted to work through their differences, however, the

Background:

DEF authorized WEC to contact Tioga regarding the feasibility and potential cost impact (if any) to place a manufacturing hold on the Reactor Coolant-loop (RCL) piping components currently in manufacturing, to allow DEF time to analyze the disposition of the equipment. Tioga responded that there would be a cost associated with a manufacturing hold and that a change order would need to be negotiated. On November 14, 2013, DEF authorized WEC to contact Tioga regarding its cost should DEF terminate the purchase order and cancel manufacturing of the RCL piping. On January 7, 2014 Tioga provided WEC with an all-inclusive cancellation cost of [REDACTED]. These all inclusive costs include such items as cancelling all material orders, purchase orders and existing contracts, bringing work to an orderly conclusion, demobilization costs, any cancellation charges to third parties, costs to scrap or salvage materials and a credit for the salvage or scrap value, etc. In addition, Tioga acquired and renovated a building in the US to store the RCL piping. If this offer is accepted, DEF and WEC shall have no further liability to Tioga for this purchase order and Tioga will have no further liability to DEF and WEC. Tioga indicated that because the pipes are in the queue to be bent on [REDACTED]

[REDACTED] The table below discusses the potential outcomes for the RCL piping to provide a framework for a decision on the Tioga offer.

Option	Costs	Comments
Terminate PO- stop manufacturing	Cost to terminate PO - [REDACTED]	Salvage value is included in net cost. DEF and WEC shall have no further liability to Tioga for these POs
Complete manufacturing and store RCL piping – sell when market recovers	Cost to complete manufacturing - [REDACTED] ¹ Storage, extended warranty, etc.: [REDACTED] ² PMO and RCL piping PMO [REDACTED] ³ Storage Plans and obtaining Storage estimates: [REDACTED] Duties and Customs: [REDACTED]	Nuclear market is speculative at this point. Great uncertainty concerning the market for this equipment or any reasonable expectation of equipment value.
Complete manufacturing and store RCL piping – unable to sell, scrap at end of storage period	Cost to complete manufacturing - [REDACTED] Storage, extended warranty, etc.: [REDACTED] ² PMO and RCL piping PMO [REDACTED] Storage Plans and obtaining Storage estimates: [REDACTED] Duties and Customs: [REDACTED]	Scrap value estimated to be approximately [REDACTED] ⁴ .

¹ [REDACTED]

² From Levy EPC [REDACTED]

³ From email from Linda Iller (WEC) on January 7, 2014.

⁴ Estimate [REDACTED]

REDACTED

Complete manufacturing and store RCL piping – Use at Levy	Cost to complete manufacturing - [REDACTED] Storage/Extended Warranty Costs - [REDACTED] PMO and RCL piping PMO [REDACTED] Storage Plans and obtaining Storage estimates: [REDACTED] ³ Duties and Customs: [REDACTED] ³	New Florida nuclear cost recovery legislation raises concerns over the feasibility of new nuclear in Florida. Need to develop a long-term storage plans. Earliest in-service date is beyond 2025 requiring long-term storage of RCL piping.
---	---	---

Other considerations:

[REDACTED]

- This is the last remaining equipment presently in fabrication under the Levy EPC agreement. For the rest of the equipment to be dispositioned the fabrication has been previously suspended.

[REDACTED]

Recommendation:

Given the uncertainty regarding the potential in-service date for Levy, the incremental costs to store the RCL piping and the uncertain market for the RCL piping, the offer from Tioga results in approximately [REDACTED] in savings versus completion of the equipment it is recommended that DEF terminate the Tioga purchase order and cancel manufacturing of the RCL piping.

⁵ Have not been provided an estimate for long-term storage, escalated 5 year storage costs for an additional 7 years.

REDACTED

Docket No. 140009-EI
Duke Energy Florida
Exhibit No. ____ (CMF-11)
Page 1 of 2



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January 9, 2014

LNP-EPC-2014-0001

Response (Action) Required YES X / NO

Stone & Webster, Inc.
Attn: Kevin Holderness
Consortium Project Manager
CB&I Stone & Webster
128 S. Tryon Street
Charlotte, NC 28202

- References: 1) E-mail from Linda Iller (WEC) to Christopher Fallon (DEF), Tioga PO – Cancellation Offer, sent January 7, 2013
2) Levy Nuclear Plant Project EPC Agreement PEF Contract No. 414310

Subject: Levy Long Lead Equipment Disposition for the Tioga Manufactured Equipment

Dear Mr. Holderness:

The purpose of this letter is to inform the Consortium of Duke Energy Florida's (DEF) acceptance of the cancellation offer for all components Tioga is manufacturing for Levy Units 1 and 2 as provided in Reference 1. This offer includes all cancellation costs from Tioga in the total amount of [REDACTED]

[REDACTED] After payment of this amount, DEF will have no further liability to Tioga or the Consortium for the long lead equipment to be supplied by Tioga for Levy Units 1 and 2.

We ask that you proceed with cancellation of the Tioga orders, pending the issuance of a Change Order to formalize our agreement as required by Section 22.1(h) of Reference 2 (which was added by Amendment Number Three).

DEF appreciates the Consortium's assistance in this matter. Should you have any questions, please contact either Mike Franklin (919-546-6967) or myself.

14PMA-DR1LEVY-14-000005

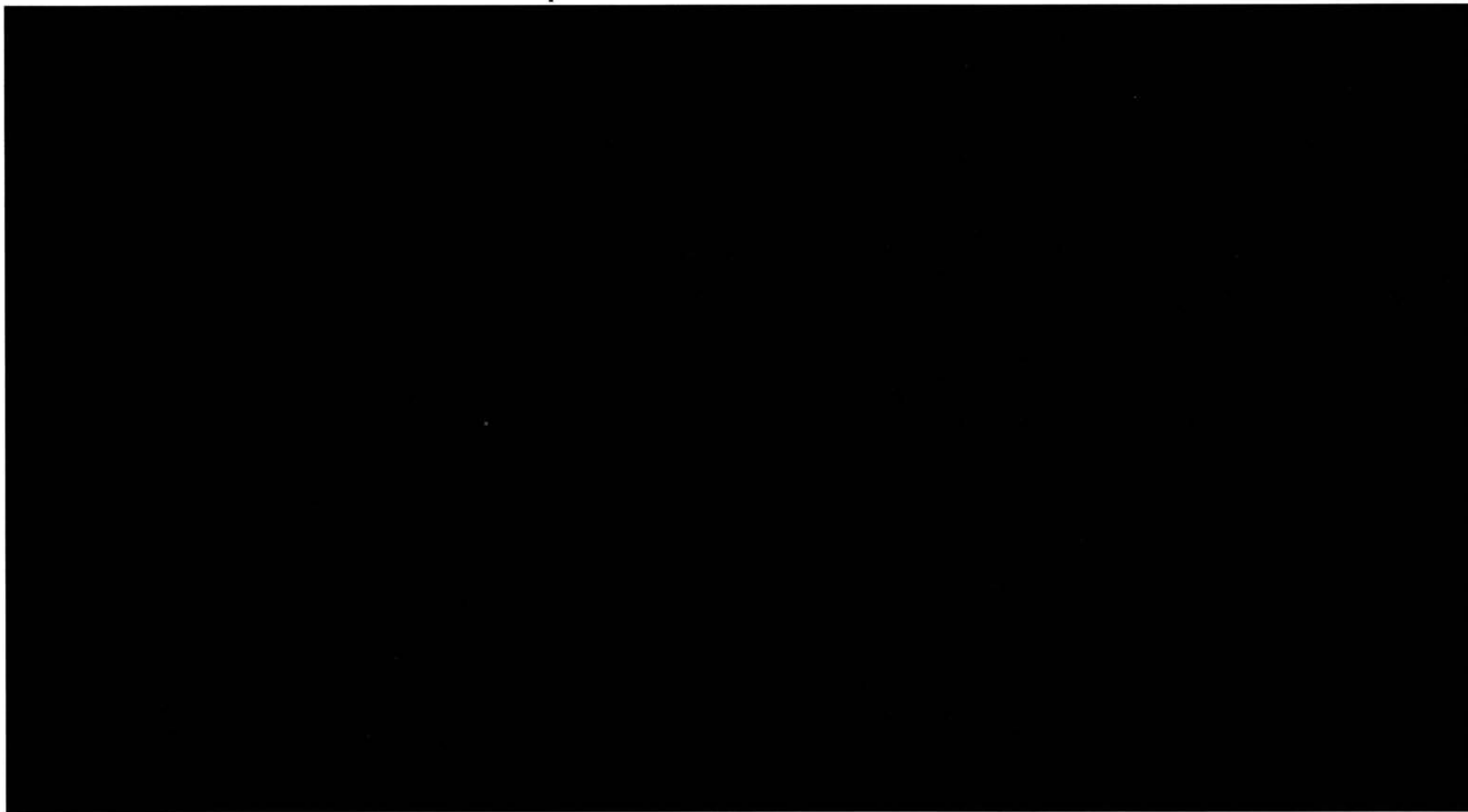
REDACTED

General Process for Disposition of LLE

Docket No. 140009-EI

Duke Energy Florida

Exhibit No. ____ (CMF-12)



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Nuclear Cost Recovery
Clause**

DOCKET NO. 140009-EI

Submitted for filing:
May 1, 2014

REDACTED

**DIRECT TESTIMONY OF THOMAS G. FOSTER
IN SUPPORT OF LEVY ESTIMATED/ACTUAL AND PROJECTION COSTS AND
CR3 UPRATE ESTIMATED/ACTUAL AND PROJECTION COSTS**

**ON BEHALF OF
DUKE ENERGY FLORIDA, INC.**

1 for return. The total return requirements of \$13.5 million presented on Line
 2 8d represents the carrying costs on the average uncollected investment
 3 balance.

4
 5 **Q. What is included in the Other Exit / Wind-down Expenditures on 2014**
 6 **Detail Schedule?**

7 A. The expenses included on this schedule represent other exit and wind-
 8 down costs including regulatory and administrative wind-down support
 9 costs that the Company expects to incur in 2014 related to the LNP that
 10 DEF is seeking recovery of through the NCRC.

11
 12 **Q. How did these expenditures for January 2014 through December 2014**
 13 **compare with DEF's projected costs for 2014?**

14 A. Appendix B, Line 5 shows that total Other Exit & Wind-down costs were
 15 \$0.4 million or \$0.1 million lower than estimated. There were no major
 16 variances with respect to these costs.

17
 18 **B. EXIT & WIND-DOWN COSTS INCURRED IN 2014 FOR THE LEVY**
 19 **NUCLEAR PROJECT.**

20 **Q. What are the exit and wind-down costs incurred for the Levy Nuclear**
 21 **Project for the period January 2014 through December 2014?**

22 A. 2014 Detail Schedule Exhibit No__(TGF-4) Lines 1e, Line 3e, and Line 12e
 23 show that total exit and wind-down expenditures excluding carrying costs
 24 were [REDACTED].

1 **Q. What do Lines 1 through 4 on 2014 Detail Schedule represent?**

2 A. 2014 Detail Schedule Exhibit No__ (TGF-4) Lines 1 through 4 reflect
3 actual/estimated monthly expenditures for 2014. This schedule includes
4 both the Generation and Transmission costs. These costs have been
5 adjusted to a cash basis to calculate carrying costs. The appropriate
6 jurisdictional separation factor was applied to arrive at the total jurisdictional
7 costs. These costs are further described in the testimony of Mr. Fallon.

8
9 **Q. Are there any costs related to disposition efforts for the Levy project
10 assets for the calendar year 2014 or 2015?**

11 A. Yes. Disposition costs of [REDACTED] occurred in January 2014. As a result
12 of this disposition, an outstanding 2013 milestone payment accrual of [REDACTED]
13 [REDACTED] for this vendor was no longer necessary and subsequently reversed
14 in 2014. The net of these amounts is shown on Line 1d of the 2014 Detail
15 schedule. DEF estimates approximately [REDACTED] of potential additional
16 disposition costs related to the Levy Long Lead Equipment expenses, to be
17 incurred in the fourth quarter of 2014, as further explained in Mr. Fallon's
18 testimony.

19
20 **Q. Did you project any credits for the sale or other disposition efforts
21 that will result in credits for the Levy project assets for the calendar
22 year 2014 or 2015?**

23 A. No. DEF cannot reasonably estimate the value of any potential sale or
24 disposition of any LNP asset. Value received from any disposition of an

1 **Q. What are the exit and wind-down costs incurred for the Levy Nuclear**
 2 **Project for the period January 2015 through December 2015?**

3 A. 2015 Detail Schedule Exhibit No__ (TGF-4) Lines 1e, 3e and Line 10e show
 4 that total exit and wind-down expenditures excluding carrying costs are
 5 estimated at [REDACTED].

6
 7 **Q. What is the total projected exit and wind-down costs that will be**
 8 **incurred for the period January 2015 through December 2015?**

9 A. As shown on Line 5c and Line 16d of 2015 Detail Schedule in Exhibit
 10 No.__(TGF-4), total projected jurisdictional costs for 2015 are \$1.2 million.
 11 The costs have been adjusted to a cash basis for purposes of calculating
 12 the carrying charge and the appropriate jurisdictional separation factor has
 13 been applied.

14
 15 **Q. What are the projected total revenue requirements that DEF will**
 16 **recover in 2015?**

17 A. DEF is requesting recovery consistent with the terms of the 2013
 18 Settlement Agreement. This means DEF will recover revenues consistent
 19 with application of the factors in Exhibit 9 of the 2013 Settlement Agreement
 20 to the sales forecast presented in the CCRC later in the year. DEF
 21 calculated the estimated revenue requirement by applying the rates in
 22 Exhibit 9 of the 2013 Settlement Agreement to the sales forecast included
 23 in the 2015 Estimated Rate Impact Schedule of Exhibit No. ____ (TGF-4) to
 24 generate the projected revenue for 2015. As can be seen in the 2015

SCHEDULE APPENDIX

REDACTED

EXHIBIT (TGF-4)

**DUKE ENERGY FLORIDA, INC.
LEVY NUCLEAR UNITS 1 & 2
COMMISSION SCHEDULES**

**JANUARY 2014 - DECEMBER 2015
DOCKET NO. 140009-EI**

DUKE ENERGY FLORIDA
Nuclear Cost Recovery Classes (NCR) - Levy Nuclear Units 1 & 2
2014 Detail - Calculation of the Revenue Requirements
January 2014 through December 2014

Witness: T. G. Foster/C. Fallon
Docket No. 140009-EI
(7/67-4)

REDACTED

Line	Description	Beginning of Period Amount	Actual January 2014	Actual February 2014	Estimated March 2014	Estimated April 2014	Estimated May 2014	Estimated June 2014	Estimated July 2014	Estimated August 2014	Estimated September 2014	Estimated October 2014	Estimated November 2014	Estimated December 2014	Period Total	End of Period Total	
1	Uncollected Investment: Generation a Prior Period Construction Balance YE 2013 b Wind-Down Costs c Sale or Salvage of Assets d Depreciation e Total																
2	Adjustments a Non-Cash Accruals b Adjusted System Generation (Line 1e + Line 2a) c Retail Jurisdictional Factor: Generation d Retail Uncollected Investment: Generation														92.885%		
3	Uncollected Investment: Transmission a Prior Period Construction Balance YE 2013 b Wind-Down Costs c Sale or Salvage of Assets d Depreciation e Total																
4	Adjustments a Non-Cash Accruals b Adjusted System Transmission (Line 3e + Line 4a) c Retail Jurisdictional Factor: Transmission d Retail Uncollected Investment: Transmission														70.207%		
5	Total Uncollected Investment a Total Jurisdictional Uncollected Investment (2d + 4d) b Retail Land Transferred to Land Held for Future Use (a) c Total Jurisdictional Uncollected Investment	214,246,253	5,834,345	443,296	47,488	790,694	474,882	474,882	474,882	474,882	474,882	14,388,906	474,882	474,882	24,828,901	299,075,154	
																(86,221,330)	
																172,853,824	
6	Carrying Cost on Unrecovered Investment Balance a Uncollected Investment: Additions for the Period (Beg Balance: Line 5c) (a) b Plant-in-Service (a) c Period Recovered Wind-down / Exit Costs d Amortization of Uncollected Investment (2010) e Additional Amortization of Uncollected Investment Balance f Prior Period Carrying Charge Unrecovered Balance (a) g Prior Period Carrying Charge Recovered (a) h Prior Period (Under/Over) Recovery (Prior Month) i Net Investment	148,024,923	5,834,345	443,296	47,488	790,694	474,882	474,882	474,882	474,882	474,882	14,388,906	474,882	474,882	524,828,901	172,853,824	
																(1,050,952)	
																24,828,901	
																29,229,910	
																46,864,516	
																(4,647,273)	
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																8,083,683	
																\$203,585,865	
7	Average Net Investment	\$170,997,426	\$166,262,642	\$157,546,043	\$150,430,004	\$143,496,563	\$136,405,797	\$129,304,727	\$122,191,761	\$115,068,307	\$114,890,786	\$114,798,897	\$107,719,013				
8	Returns on Average Net Investment a Equity Component b Equity Component Grossed Up For Taxes c Debt Component d Total Return	0.00394	0.02800	0.00189													
9	Revenue Requirements for the Period (Line 6e + 8d)	7,255,047	1,824,661	1,856,431	2,040,433	1,667,887	1,608,186	1,549,184	1,490,891	1,430,806	15,942,827	1,428,344	1,389,847	38,369,683			
10	Projected Revenue Requirements for the Period (Order No. PSC 13-0493-FCF-EI)	2,983,170	4,032,219	2,542,937	2,494,831	2,446,725	2,398,620	2,350,514	2,302,408	2,254,303	2,206,197	2,158,091	2,109,986	30,280,000			
11	Over/Under Recovery For the Period	4,271,877	(2,207,558)	(1,186,505)	(454,398)	(779,629)	(790,433)	(801,330)	(812,317)	(823,396)	13,137,260	(729,747)	(740,139)	8,083,683			
12	Other Exit / Wind-Down a Accounting b Corporate Planning c Legal d Joint Owner Credit e Total Other Exit / Wind-Down Costs	(1,157)	13,305	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	\$416,293
13	Jurisdictional Factor (A&G)	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	388,072
14	Jurisdictional Amount	6,330	47,478	33,426	33,426	33,426	33,426	33,426	33,426	33,426	33,426	33,426	33,426	33,426	33,426	33,426	
15	Prior Period Unrecovered Balance (a)	(520,196)	(481,509)	(446,802)	(410,102)	(373,405)	(336,707)	(300,009)	(263,311)	(226,612)	(189,914)	(153,216)	(116,518)	(79,819)			
16	Prior Period Costs Recovered (a)	(440,379)	(34,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)	(36,898)			
17	Prior Month Period (Over/Under) Recovery Unrecovered Balance	(520,196)	(481,509)	(440,549)	(436,451)	(406,406)	(376,363)	(346,321)	(316,280)	(286,241)	(256,203)	(226,167)	(196,132)	(166,098)			
18	Projected Carrying Costs for the Period a Balance Eligible for Interest b Monthly Commercial Paper Rate c Interest Provision d Total Costs and Interest (Line 14 + Line 15c)	(498,664)	(475,139)	(438,287)	(408,042)	(377,999)	(347,957)	(317,914)	(287,877)	(257,839)	(227,803)	(197,768)	(167,734)				
20	Recovered (Order No. PSC 13-0493-FCF-EI)	40,052	40,055	40,058	40,061	40,064	40,067	40,070	40,072	40,075	40,078	40,081	40,084	40,087	40,090	40,093	
21	Over/Under Recovery For the Period	(33,747)	7,400	(5,653)	(5,653)	(5,654)	(5,654)	(5,655)	(5,655)	(5,656)	(5,656)	(5,657)	(5,657)	(5,658)	(5,658)	(5,659)	
22	Revenue Requirements for the Period	7,261,252	1,872,115	1,889,886	2,079,889	1,700,904	1,641,385	1,582,584	1,523,589	1,464,590	15,374,672	1,461,761	1,408,265	38,751,855			
23	Recovered (Order No. PSC 13-0493-FCF-EI)	3,023,722	4,072,274	2,582,995	2,534,882	2,486,789	2,438,686	2,390,584	2,342,481	2,294,378	2,246,275	2,198,172	2,150,070	30,760,817			
24	Over/Under Recovery For the Period	4,238,130	(2,200,159)	(1,189,109)	(481,053)	(786,285)	(797,081)	(807,889)	(819,897)	(829,892)	13,130,396	(746,412)	(748,085)	7,990,738			

Note (a): Please see Appendix A for Beginning Balance Support

DUKE ENERGY FLORIDA
Nuclear Cost Recovery Clause (NCRC) - Levy Nuclear Units 1 & 2
2015 Detail - Calculation of the Revenue Requirements
January 2015 through December 2015

Witness: T. G. Foster/C. Fallon
 Docket No. 140009-01
 (TGF-4)

REDACTED

Line	Description	Beginning of Period Amount	Projected January 2015	Projected February 2015	Projected March 2015	Projected April 2015	Projected May 2015	Projected June 2015	Projected July 2015	Projected August 2015	Projected September 2015	Projected October 2015	Projected November 2015	Projected December 2015	Period Total	End of Period Total
1	Uncollected Investment - Generation															
	a Prior Period Construction Balance YE 2013															
	b Wind-Down Costs															
	c Sale or Salvage of Assets															
	d Disposition															
	e Total															
2	Adjustments															
	a Non-Cash Accruals															
	b Adjusted System Generation (Line 1a + Line 2a)															
	c Retail Jurisdictional Factor - Generation	52.885%														
	d Retail Uncollected Investment: Generation															
3	Uncollected Investment - Transmission															
	a Prior Period Construction Balance YE 2013															
	b Wind-Down Costs															
	c Sale or Salvage of Assets															
	d Disposition															
	e Total															
4	Adjustments															
	a Non-Cash Accruals															
	b Adjusted System Transmission (Line 3a + Line 4a)															
	c Retail Jurisdictional Factor - Transmission	70.202%														
	f Retail Uncollected Investment: Transmission															
5	Total Uncollected Investment															
	a Total Jurisdictional Uncollected Investment (2d + 4f)	229,075,154														229,929,941
	b Retail Land Transferred to Land Held for Future Use (a)	(66,221,330)														(66,221,330)
	c Total Jurisdictional Uncollected Investment	172,853,824	427,394	427,394	0	0	0	0	0	0	0	0	0	0	854,787	173,708,611
6	Carrying Cost on Uncollected Investment Balance															
	a Uncollected Investment: Additions for the Period (Beg Balance: Line 5c)	172,853,824	427,394	427,394	0	0	0	0	0	0	0	0	0	0	854,787	173,708,611
	b Plant-in-Service (a)	1,010,952	0	0	0	0	0	0	0	0	0	0	0	0	0	1,010,952
	c Period Recovered Wind-down / Exit Costs	24,828,901	0	0	0	0	0	0	0	0	0	0	0	0	854,787	25,683,688
	d Amortization of Uncollected Investment (2010)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	e Additional Amortization of Uncollected Investment Balance	(46,864,516)	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	7,836,546	94,036,504	(140,903,070)
	f Prior Period Carrying Charge Unrecovered Balance (a)	8,436,410	3,150,042	2,863,675	2,577,307	2,290,940	2,004,572	1,718,205	1,431,837	1,145,470	859,102	572,735	286,367	(0)	(0)	(0)
	g Prior Period Carrying Charge Recovered (a)	3,436,410	286,367	286,367	286,367	286,367	286,367	286,367	286,367	286,367	286,367	286,367	286,367	286,367	0	0
	h Net Investment	\$103,585,865	\$95,890,345	\$87,767,431	\$79,217,124	\$71,094,210	\$62,971,297	\$54,848,383	\$46,725,469	\$38,602,556	\$30,479,642	\$22,356,728	\$14,233,815	\$6,110,908		\$6,110,908
7	Average Net Investment		\$99,738,105	\$92,042,585	\$83,705,974	\$75,155,667	\$67,082,753	\$58,909,840	\$50,786,926	\$42,664,012	\$34,541,099	\$26,418,185	\$18,295,271	\$10,172,358		
8	Return on Average Net Investment															
	a Equity Component	0.00994	392,968	362,648	329,802	296,113	264,109	232,105	200,100	168,096	136,092	104,068	72,063	40,779	2,586,283	
	b Equity Component Grossed Up For Taxes	1.62800	639,753	590,392	536,518	482,072	429,970	377,867	325,763	273,663	221,558	169,455	117,351	65,249	4,230,009	
	c Debt Component	0.00189	188,904	174,329	158,539	142,345	126,960	111,575	96,130	80,806	65,421	50,036	34,651	19,266	1,249,022	
	d Total Return for the Period		828,657	764,721	695,457	628,417	556,930	489,442	421,958	354,467	286,979	219,491	152,002	84,515	5,479,690	
9	Revenue Requirements for the Period (Line 8a + 8d)		1,258,050	1,182,114	695,457	628,417	556,930	489,442	421,958	354,467	286,979	219,491	152,002	84,515	6,333,818	
10	Other Exit / Wind-Down															
	a Accounting		10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	10,262	5123,148	
	b Corporate Planning		16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	5192,838	
	c Legal		5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	565,000	
	d Joint Owner Credit		0	0	0	0	0	0	0	0	0	0	0	0	0	
	e Total Other Exit / Wind-Down Costs		31,749	31,749	31,749	31,749	31,749	31,749	31,749	31,749	31,749	31,749	31,749	31,749	5380,986	
11	Jurisdictional Factor (A&G)		0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221	0.93221		
12	Jurisdictional Amount		29,597	29,597	29,597	29,597	29,597	29,597	29,597	29,597	29,597	29,597	29,597	29,597	355,159	
13	Prior Period Unrecovered Balance (a)	(172,765)	(158,368)	(143,970)	(129,573)	(115,176)	(100,779)	(86,382)	(71,985)	(57,588)	(43,191)	(28,794)	(14,397)	0		
14	Prior Period Costs Recovered (a)	(172,765)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)	(14,397)		
15	Unamortized Balance	(172,765)	(158,368)	(143,970)	(129,573)	(115,176)	(100,779)	(86,382)	(71,985)	(57,588)	(43,191)	(28,794)	(14,397)	0		
16	Projected Carrying Costs for the Period															
	a Balance Eligible for Interest		21,997	(136,371)	(121,974)	(107,577)	(93,180)	(78,783)	(64,385)	(49,988)	(35,591)	(21,194)	(6,797)	7,600		
	b Monthly Commercial Paper Rate		0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%		
	c Interest Provision		1	(7)	(6)	(5)	(5)	(4)	(3)	(2)	(2)	(1)	(0)	0		(34)
	d Total Costs and Interest (Line 12 + Line 16c)		29,598	29,590	29,590	29,582	29,582	29,583	29,583	29,584	29,585	29,586	29,586	29,587	355,125	
17	Revenue Requirements for the Period		1,285,648	1,221,704	725,048	654,009	586,522	519,095	451,546	384,861	316,576	248,087	181,598	114,112	6,688,943	

Note (a) : Please see Appendix A for Beginning Balance Support

LEVY COUNTY NUCLEAR 1 & 2
 Site Selection, Preconstruction Costs, and Carrying Costs on Construction Cost Balance
 Estimated/Actual True-Up Filing: Regulatory Asset Category - Variance in Additions and Expenditures

REDACTED

EXPLANATION: Provide variance explanations comparing the annual system total expenditures shown on 2014 Detail Schedule with the expenditures approved by the Commission on Schedules P-6.2 & P-6.3. List the Generation expenses separate from Transmission.

Appendix D
 Witness: C. Fallon
 Exhibit: (TGF - 4)
 (Page 2 of 2)

COMPANY:
 Duke Energy - FL

DOCKET NO.:
 140009-EI

For Year Ended 12/31/2014

Line No.	Major Task & Description for amounts on Schedule	(A) System Projection	(B) System Estimated/Actual	(C) Variance Amount	(D) Explanation
<u>Generation:</u>					
1	Wind-Down Costs (new category)				
2	Sale or Salvage of Assets (new category)				
3	Disposition (new category)				
4	License Application (P-6.2)				
5	Engineering, Design, & Procurement (P-6.2)				
6	Real Estate Acquisitions (P-6.3)				
7	Project Management (P-6.3)				
8	Power Block Engineering, Procurement, etc. (P-6.3)				
	Total Generation Costs				Variance due to termination of the EPC and terms of the RRSSA.
<u>Transmission:</u>					
9	Wind-Down Costs				
10	Sale or Salvage of Assets				
11	Disposition				
12	Real Estate Acquisition (P-6.3)				
13	Other (P-6.3)				
	Total Transmission Costs				Variance due to termination of the EPC and terms of the RRSSA.

LEVY COUNTY NUCLEAR 1 & 2
True-Up Actual Filing: Contracts Executed

REDACTED

Appendix E
Witness: C. Fallon
Docket No. 140009-EI
Exhibit: (TGF - 4)

EXPLANATION: Provide a list of contracts executed in excess of \$1 million including, a description of the work, the dollar value and term of the contract, the method of vendor selection, the identity and affiliation of the vendor, and current status of the contract.

COMPANY:
Duke Energy Florida

DOCKET NO.:
140009-EI

For Year Ended: 12/31/2015

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	
Line No.	Contract No.	Status of Contract	Term of Contract	Original Amount	Actual Expended as of Prior Year End (2013)	Estimated Amount Expended in Years (2014-2015)	Estimate of Final Contract Amount	Name of Contractor	Affiliation of Vendor	Method of Selection	Nature and Scope of Work
1	N/A	Executed						Purchase Agreement for Rayonier Forest Resources	Indirect (Vertical Integration (buyer) on behalf of Duke Energy)	Purchase based on final results from site down select analysis that determined most suitable site to locate the plant.	Purchase Land for LNP. Final contract amount includes costs to complete title search, recording fees, and documentary stamps; and Final payment in 2014. Sold Approximately 3,000 acres to Duke Energy for siting Levy Nuclear Plant.
2	255934-09 Amendment 1-11	Executed						Joint Venture Team	Direct	Sole Source. Award for Phase III support of the COLA submital (Reference contract 255934-02)	LNP Phase III (Initial Scope - COLA Revision 6) incorporate RCC Specialty Test, Foundation Calcs Rev-Contract will be amended as new COLA Phase III work scope identified.
3	414310	Executed (continue partial suspension with schedule shift)						Westinghouse Electric Co. LLC.	Direct	Sole Source. Award based on vendor constructing the selected reactor technology.	To design, engineer, supply, equip, construct and install a fully operational two unit AP1000 Facility at the Levy Nuclear Plant Site. Final contract amount includes change orders.
4	571467 Amendment 1	Completed (Note 1)						O'Steen Brothers	Direct	RFP Process	Provide detailed engineering design, permitting, and construction services for a 3.2mile, 12 ft. wide multi-use paved trail ("Trail") on the Marjorie Harris Carr Cross Florida Greenway ("Greenway"), to be located in Citrus and Levy Counties (Florida).
5	N/A	Completed						NuStart Energy Development LLC	Direct	Membership Agreement in Industry Organization	Preparation of Reference Combined License Applications for Westinghouse and GE Designs.
6	N/A	Note 2	Note 2	Note 2			Note 2	Hopping, Green & Sams	Direct	Note 2	Legal Work - Levy Site Certification
7	N/A	Note 2	Note 2	Note 2			Note 2	Pillsbury Winthrop Shaw Pittman	Direct	Note 2	Legal Work - Levy COLA Work and COLA Contentions
8	N/A	Note 2	Note 2	Note 2			Note 2	Carlton Fields	Direct	Note 2	Legal Work - PEF Levy Units 1 & 2

Note 1: For this particular contract, costs incurred by DEF for the design, permitting, and construction of the Rec Trail were reimbursed from an escrow account administered by the State of Florida (Department of Financial Services, Division of Treasury).

Note 2: The scope, nature, and extent of legal services ultimately required is subject either to events and/or the actions and/or inactions of parties beyond the control of DEF and its legal services providers, and therefore are not amenable to determination at the time of contract execution or estimation in advance of the conclusion of legal services.

Note 3: Costs associated with terminating the EPC and related long lead time equipment contracts are under evaluation.

SCHEDULE APPENDIX

REDACTED

EXHIBIT (TGF-5)

**DUKE ENERGY FLORIDA, INC.
CRYSTAL RIVER UNIT 3 UPRATE
COMMISSION SCHEDULES**

**JANUARY 2014 - DECEMBER 2015
DOCKET NO. 140009-EI**

CRYSTAL RIVER UNIT 3 UPRATE
True-Up Filing: Summary of Contracts Executed Over \$1 Million

REDACTED

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION:

Provide a list of contracts executed in excess of \$1 million including, a description of the work, the dollar value and term of the contract, the method of vendor selection, the identity and affiliation of the vendor, and current status of the contract.

Appendix E

Witness: M. Delowery

Docket No. 140009-EI

Exhibit: (TGF - 5)

COMPANY:
Duke Energy Florida

DOCKET NO.:

140009-EI

All Contracts listed below have been closed as of 12/31/2013. No new contracts over \$1 million were signed after December 31, 2013.

For Year Ended 12/31/2015

Line No.	Contract No.	Status of Contract	Current Term of Contract	Original Amount	Amount Expended as of Prior Year End (2012)	Amount Expended in Current Year (2013)	Estimate of Final Contract Amount	Name of Contractor	Vendor Affiliation	Method of Selection & Document ID	Nature and Scope of Work
1	101659 WA 84	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture	EPU NSSS Engineering, Fuel Eng. and LAR Support for CR3
2	101659 WA 83	CLOSED						AREVA - NP	Direct	RFP KS12007	EPU BOP -provide Engineering Services for CR3 Secondary Systems Uprate
3	145589 WA 50	CLOSED						Siemens	Direct	RFP	CR3 turbine retrofit for EPU including supply of all equipment and installation.
4	101659 WA 84, Amd 7	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	R17 EC packages including LPI cross-tie, Almo Dump Valves, and Emergency Feed Pump-2.
5	101659 WA 84, Amd 8	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	R17 EC packages including spent fuel, LPI X-tie modification, large transient testing, and LAR activities.
6	101659 WA 83, Amd 9	CLOSED						AREVA - NP	Direct	RFP KS12007; continuation of work.	R17 EC packages for BOP including Feedwater Heater 2A/2B, Deaerator, and Main Steam System.
7	433059	CLOSED						EvapTech	Direct	RFP SF8-2008	CR3 Cooling Tower Construction
8	359323 WA14	CLOSED						Flowserve	Direct	SF12-2009	Condensate pumps and motor replacement
9	359323 WA16	CLOSED						Flowserve	Direct	RFP	Install small and large bore LPI valves
10	508836	CLOSED						Sutzer	Direct	RFP	Design, manufacture, assemble, test, and ship two (2) main feedwater pumps (FWP 2A/2B)
11	489945	CLOSED						Sutzer	Direct	RFP SF10-2009	Design, manufacture, assemble, and ship two (2) feedwater booster pumps (FWP 1A/1B)
12	505119	CLOSED						SPX	Direct	RFP SF01-2010	Install two (2) feedwater heat exchangers FWHE 2A/2B
13	145589 WA 50, Amd 7	CLOSED						Siemens	Direct	RFP; continuation of work	Amended and restated WA-50 for LP turbines, HP turbines, R16 outage EWA's, LD's, additional support, and updated testing and monitoring plans
14	101659 WA 84, Amd 9	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	R17 EC packages; continuation of work.
15	101659-83, Amd 11	CLOSED						AREVA - NP	Direct	RFP KS12007; continuation of work	R17 EC packages; continuation of BOP work.

CRYSTAL RIVER UNIT 3 UPRATE
 True-Up Filing: Summary of Contracts Executed Over \$1 Million

REDACTED

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION:

Provide a list of contracts executed in excess of \$1 million including, a description of the work, the dollar value and term of the contract, the method of vendor selection, the identity and affiliation of the vendor, and current status of the contract.

Appendix E
 Witness: M. Delowery
 Docket No. 140009-EI
 Exhibit: (TGF - 5)

COMPANY:
 Duke Energy Florida

DOCKET NO.:

140009-EI

All Contracts listed below have been closed as of 12/31/2013. No new contracts over \$1 million were signed after December 31, 2013.

For Year Ended 12/31/2015

Line No.	Contract No.	Status of Contract	Current Term of Contract	Original Amount	Amount Expended as of Prior Year End (2012)	Amount Expended in Current Year (2013)	Estimate of Final Contract Amount	Name of Contractor	Vendor Affiliation	Method of Selection & Document ID	Nature and Scope of Work
16	590896	CLOSED						SPX	Direct	RFP	_FWHE 3A/3B
17	545831-01	CLOSED						Curless Wright/Scientech	Direct	RFP	Inadequate Core Cooling Modification System
18	101659-84, Amd 11	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	Continuation of R17 engineering work for 2011-12
19	101659-93, Amd 13	CLOSED						AREVA - NP	Direct	RFP KS12007; continuation of work	Continuation of R17 engineering work for 2011-12
20	101659-93, Amd 14	CLOSED						AREVA - NP	Direct	RFP KS12007; continuation of work	Continuation of R17 engineering work for 2011-12
21	101659-84, Amd 13	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	Continuation of R17 engineering work for 2011-12
22	101659-84, Amd 14	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	Continuation of R17 engineering work for 2012-13
23	101659-84, Amd 15	CLOSED						AREVA - NP	Direct	Sole Source - Original Equipment Manufacture; continuation of work.	Continuation of R17 engineering work for 2012-13

Note: As a result of closing the above contracts, the AREVA-NP and SIEMENS Contracts with Amendments above show aggregated spend and final Contract amount on the original Contract (Lines 1-3).

DUKE ENERGY FLORIDA
DOCKET NO. 140009-EI
Second Request for Confidential Classification
Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
Direct Testimony of Christopher M. Fallon on behalf of Duke Energy Florida, Inc.,	Page 6, line 8, eighth and ninth words, Line 11, third and fourth words from end, Line 12, seventh and eighth words, Line 16, second and third words, Line 18, third and fourth words from end, Line 19, last two words, Line 20, third and fourth words, Line 23, second and third word from end; Page 7, Line 1, first and second words, Line 9, last word, Line 10, all words, Line 11, second and third words, Line 13, third and fourth word from end, Line 14, second and third word from end, Line 16, fifth, sixth, tenth, eleventh and twelfth words, Lines 17 through 22 in their entirety; Page 8, Line 10, last two words; Line 11, entire line, Line 12, first through sixth words, Line 18, third and fourth word from end; Page 13, Line 10, last word, Line 11, first word	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Direct Testimony of Christopher M. Fallon on behalf of Duke Energy Florida, Inc., Exhibit No. _____ (CMF-10)	Page 1, 1 st paragraph, 7 th line, eighth and ninth words, 13 th line, last seven words, 14 th line in its entirety, 15 th line, first four words; Table 2 nd column, 1 st row, 1 st line, last word, 2 nd row, 2 nd line, number including entire footnote, 3 rd line, last word, 4 th line,	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information</p>

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DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	<p>entire line including last three words in footnote, 5th line, last two words, 7th line, last two words, 8th line, last two words; 2nd column, third row, 2nd line, all words, 3rd line, last word, 4th line all words, 5th line last two words, 7th line, last two words; 8th line, last two words; 3rd column, 3rd row, 2nd line, last 2 words including last seven words in footnote; Page 2, Table, 2nd column, 2nd line entirely, 3rd line, last word, 4th line, all words, 5th line, last two words, 7th line, last two words, 8th line, last two words; Bullet points: 1st, 3rd through 6th bullet points in their entirety; last paragraph on page, 3rd line, first two words</p>	<p>relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
<p>Direct Testimony of Christopher M. Fallon on behalf of Duke Energy Florida, Inc., Exhibit No. ____ (CMF-11)</p>	<p>Page 1, 3rd paragraph from bottom, 4th line, all words except first three words, 5th line, first thirteen words</p>	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>

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DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
Direct Testimony of Christopher M. Fallon on behalf of Duke Energy Florida, Inc., Exhibit No. ____ (CMF-12)	Entire page exclusive of header and footer	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Direct Testimony of Thomas G. Foster in Support of Levy Estimated/Actual and Projection Costs and CR3 Uprate Estimated/Actual and Projection Costs	Page 8, Line 24, second and third words; Page 9, Line 11, fifth and sixth words, Line 12, last word, 13 th line, first word, 15 th line, fifth and sixth words; Page 12, Line 5, last two words	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
Direct Testimony of Thomas G. Foster in Support of Levy Estimated/Actual and Projection Costs and CR3 Uprate Estimated/Actual and Projection, Exhibit No.	Page 4 of 15, All information shown in columns titled Beginning of Period Amount through End of Period Total, Lines 1a through 1e, 2a, 2b and 2c, 3a through 3e, 4a, 4d	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p>

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DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
<p>___ (TGF-4)</p>	<p>and 4f; Page 5 of 15, All information shown in columns titled Beginning of Period Amount through End of Period Total, Lines 1a through 1e, 2a, 2b and 2d, 3a through 3e, 4a, 4d and 4f; Page 13 of 15, all information in columns (A), (B) and (C; Page 14 of 15, all information in columns (C) through (G) Lines 1, 2, 4 and 5, Line 3, Columns (C), (D), (E), and (F), Columns (E) and (F), lines 6 through 8</p>	<p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
<p>Direct Testimony of Thomas G. Foster in Support of Levy Estimated/Actual and Projection Costs and CR3 Uprate Estimated/Actual and Projection, Exhibit No. ___ (TGF-5)</p>	<p>Page 14 of 16, all information in Columns (C) through (G), Lines 1 through 15; Page 15 of 16, all information in columns (C) through (G), Lines 16 through 23</p>	<p>§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>