

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Duke Energy Florida, Inc. for
limited proceeding to approve Revised
and Restated Stipulation and
Settlement Agreement, including Certain Rate Adjustments.

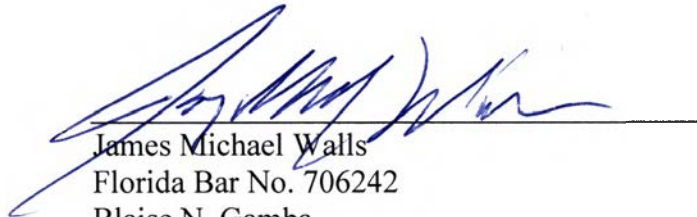
Docket No. 130208-EI
Filed: August 30, 2013

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**DUKE ENERGY FLORIDA, INC.'S NOTICE OF FILING
RESPONSES TO COMMISSION STAFF'S FIRST DATA REQUEST
NOS. 1 THROUGH 57**

Duke Energy Florida, Inc. ("DEF" or "the Company"), hereby gives notice of filing
responses to Commission Staff 's First Data Request Nos. 1 through 57 as directed in
Commission Staff's letter of August 21, 2013, Document No. 04921-13.

Respectfully submitted,



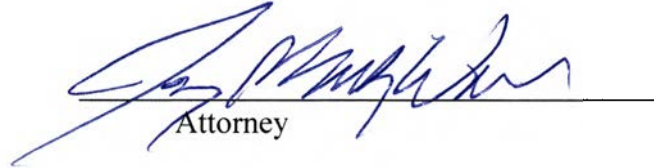
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to counsel and parties of record as indicated below via electronic and U.S. Mail this 30th day of August, 2013.



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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Duke Energy Florida, Inc. for limited proceeding to approve Revised and Restated Stipulation and Settlement Agreement, including Certain Rate Adjustments.

Docket No. 130208-EI
Filed: August 30, 2013

**DUKE ENERGY FLORIDA, INC.'S RESPONSES TO
STAFF'S FIRST DATA REQUEST**

1. Please refer to Paragraph 1 of the RRSSA. Please identify what, if any, are the surviving terms and conditions of the 2012 Settlement Agreement and its Exhibits.

DEF Response:

The surviving terms and conditions of the 2012 Settlement Agreement and its Exhibits are incorporated in and made a part of the RRSSA, that is, as set forth in paragraph 1 of the RRSSA, they are expressly included in the paragraphs of and Exhibits to the RRSSA.

2. Please refer to Paragraph 3 of the RRSSA. What, if any, rights are waived or released under the terms of the RRSSA?

DEF Response:

The rights expressly waived and/or released are included in the specific terms of the paragraphs of and exhibits to the RRSSA.

3. Please refer to Paragraph 4 of the RRSSA. In particular, on pages 5-6, the agreement provides that DEF will file a motion to "close Docket 100437-EI, subject to the preservation of issues 11, 24, 35, 36, and 37 as set forth in Exhibit 13." Please explain whether the contemplated motion will request the dismissal of Phases II and III of Docket 100437-EI or rather if the motion will request the closure of Docket 100437-EI due to lack of disputed issues of fact. In your response, please explain whether DEF intends to file a petition to address the Preserved Issues in a separate proceeding be filed concurrently with the contemplated motion.

DEF Response:

Similar to the process used in the 2012 Settlement Agreement and pursuant to the terms of paragraph 4 of the RRSSA, DEF will request dismissal with prejudice of the Petition filed by the Office of Public Counsel and the Florida Retail Federation in Docket 100437-EI and the closure of that Docket, which will resolve Phases II and III of Docket 100437-EI. DEF does not intend to file a petition concurrently with that motion to dismiss to address the Preserved Issues. Rather, the Preserved Issues will be addressed in future proceedings as set forth in the RRSSA.

4. Please refer to Paragraph 4 of the RRSSA. Is it the understanding of DEF and the Intervenor Parties to the agreement that the Commission can investigate and make adjustments regarding any of the issues listed in Exhibits 13?

DEF Response:

If the Commission approves the RRSSA, all issues in Docket 100437, including all of the issues set forth on Exhibit 13 to the RRSSA (excluding the "Preserved Issues"), would be resolved and would be dismissed pursuant to the process discussed in the response to Question 3 above. Thus, the Commission would not conduct any further investigations nor make any further adjustments regarding any of those resolved issues.

5. Please refer to Paragraph 4 of the RRSSA in which Issue Nos. 11, 24, 35, 36, and 37, as set forth Exhibit 13, are identified as "Preserved Issues." Paragraph 4 further provides that these Preserved Issues will be addressed in "future proceedings" before the Commission. Please explain the future proceedings contemplated with respect to these Preserved Issues. In your response, please identify any open dockets in which the proceedings regarding the Preserved Issues will be undertaken.

DEF Response:

The "Preserved Issues" all deal with the ultimate value of the CR3 regulatory asset. Pursuant to Paragraph 5(e)(1) of the RRSSA, DEF will have the ability to file a petition for approval of the final capital costs for spent fuel dispositioning when such costs become final. The remainder of the CR3 regulatory asset issues will be resolved in the manner set forth in Paragraph 5 of the RRSSA. There are not any currently open dockets in which the future proceedings regarding the Preserved Issues will be undertaken.

6. Please refer to Paragraph 5 of the RRSSA. In Paragraph 5.b., contained on page 7 of the RRSSA, it states that the CR3 Regulatory Asset may include, but is not limited to actual depreciation/amortization expense, O&M expense, property taxes, and cost of capital returns. What other costs does DEF believe would be eligible for inclusion in the CR3 Regulatory Asset?

DEF Response:

The types of costs that are eligible for inclusion in the CR3 Regulatory Asset are listed in Exhibit 10 of the RRSSA.

7. Please refer to Paragraph 5 of the RRSSA. Which FERC Accounts will comprise the (known) CR3 Regulatory Asset?

DEF Response:

Account 182.3 ("Other Regulatory Assets").

8. Please refer to Paragraph 5 of the RRSSA. In Paragraph 5.b., contained on page 7 of the RRSSA, it states that the CR3 Regulatory Asset shall not be considered for interim rate relief or in determining if DEF's ROE has fallen below 9.5%. Reading this provision in conjunction with the requirements of Paragraph 23 of the RRSSA, is it correct that the requirements of Paragraph 5.b. are only valid for the term of the agreement (through December 2018), and not the life of the CR3 Regulatory Asset?

DEF Response:

Yes, the exclusion of the CR3 Regulatory Asset balance from the calculation of return on equity used to determine whether DEF can seek interim rate relief pursuant to paragraphs 5.b and 23 is only valid for the term of the agreement, through December 2018. Note, however, that paragraph 5.j requires that DEF must exclude all CR3 effects, including the rate base components of the CR3 Regulatory Asset, revenues associated with recovery of the CR3 Asset, and cost of capital accounts associated with CR3-related items, from all earnings surveillance reports for the remaining life of the CR3 Regulatory Asset. Effectively, then, this means that DEF may not include any of the effects of the CR3 accounting and recovery pursuant to the RRSSA in any petition seeking interim rate relief for the life of the CR3 Asset.

9. Please refer to Paragraph 5.d. contained on page 8 of the RRSSA. Which FERC accounts will the \$295M write-down identified on page 8 of the RRSSA be applied to? What are the tax implications?

DEF Response:

The \$295 million write-down will apply to FERC account 182.3 ("Other Regulatory Assets"). The tax implication is a reduction to deferred federal and state income tax expense and a reduction to the deferred federal and state income tax liability.

10. Please refer to Paragraph 5.e. contained on page 8 of the RRSSA. Paragraph 5.e. provides that the recovery of the CR3 Regulatory Asset will commence at the earlier of the first billing cycle for January 2017, or the expiration LNP cost recovery charge. Please explain why the recovery of the CR3 Regulatory Asset is contingent upon the LNP cost recovery charge.

DEF Response:

The benefit of commencing recovery of the CR3 Regulatory Asset at the time of the expiration of the LNP cost recovery charge is that it promotes customer price stability.

11. Please refer to Paragraph 5.e.(1), which provides for projected dry cast storage (DCS) facility costs. For the DCS costs, and any other costs eligible for inclusion in the CR3 Regulatory Asset, incurred after the recovery of the CR3 Regulatory Asset has started, what, if any, impact will these costs have on the amortization period of the CR3 Regulatory Asset?

DEF Response:

There will be no change to the amortization period of 240 months from inception of the recovery of the CR3 Regulatory Asset.

12. Please refer to Paragraph 5.e.(1) of the RRSSA. In particular, on page 9 of the agreement it addresses the issue of the cost of dry cask storage.
- a. Please explain whether DEF anticipates the construction of a separate facility located at the Crystal River Site for this purpose.

DEF Response:

DEF is currently analyzing several options with respect to the long-term storage of spent fuel at CR3, including for example wet fuel storage, dry cask storage, and transportation to other Duke Energy-owned facilities. DEF is performing an economic analysis of the estimated costs for each option, so that the most cost-effective option can be selected. DEF anticipates that this decision will be made by the end of 2013.

- b. If DEF anticipates the construction of a separate facility for the purposes of dry cast storage, please provide the expected in-service date of this facility.

DEF Response:

Not applicable – please see response to 12(a) above.

- c. If DEF anticipates the construction of a separate facility for the purposes of dry cast storage, please explain whether the facility will be capable of storing nuclear waste from other Florida nuclear facilities.

DEF Response:

Not applicable – please see response to 12(a) above.

13. Please refer to Paragraph 5.e.(2) in which the parties agree that the cap for the CR3 Regulatory Assets excludes the DCS facility capital costs. Because the cap on the CR3 Regulatory Asset excludes DCS facility capital costs under the provisions of the RRSSA, what are the estimated

DCS facility capital costs for the purpose of estimating the total cap amount of the CR3 Regulatory Asset?

DEF Response:

The ultimate disposition of spent fuel at CR3 is still under analysis. DEF does not have a reliable estimated DCS facility capital cost at this time.

14. Please refer to Exhibit 10 attached to the RRSSA. Since CR3 ceased operation in September 2009 and the Fukushima Daiichi events occurred in March and April of 2011, why are Fukushima costs listed as an item? In your response, please specify, with particularity, the Nuclear Regulatory Commission (NRC) requirements, based on the Fukushima Daiichi events that might affect a retired nuclear unit. In addition, in your response please identify, with particularity, the Fukushima requirements/costs related to the LNP, if any.

DEF Response:

Fukushima costs are listed on Exhibit 10 as a potential item that may be applicable to the CR3 Regulatory Asset because there may be NRC requirements arising from the Fukushima event that are applicable to non-operable plants that still have spent fuel maintained on site. This potential requirement is currently under analysis and at this time, DEF cannot say with confidence whether such costs will be applicable to CR3. There are no Fukushima requirements/costs related to the LNP in the RRSSA.

15. Please refer to Paragraph 5.g. of the RRSSA.

- a. In particular, please refer to page 13 lines 6 and 7 of the RRSSA. Please define the meaning of the phrase "implementation of the initial base rate increase" as it appears in this provision.

DEF Response:

The "implementation of the initial base rate increase" refers to the initial base rate increase associated with the CR3 Regulatory Asset described in paragraph 5.e.

- b. Please refer to page 13 lines 7 and 8 of the RRSSA. Please clarify the meaning of the phrase "the cumulative base revenues that would have resulted if the final base rate increase had been in-place during the same time period" as it appears in this provision.

DEF Response:

The initial base rate increase described in paragraph 5.e. will be based on projected costs. Once actual costs are known and revenue requirements have

been calculated based on those actual costs, the difference between the "cumulative base revenues that would have resulted if the final base rate increase had been in-place during the same period" and the revenues that resulted from the "implementation of the initial base rate increase" will be charged or credited through the Capacity Cost Recovery Clause.

- c. Please explain and provide a hypothetical numerical example (similar to the example provided in Paragraph 5.e.(2)) of how customers would be charged through the Capacity Cost Recovery Clause

DEF Response:

Hypothetically and for illustration purposes only, assume the initial base rate charge, based on annualized projected revenue requirements, is an increase of 5% beginning in the first billing cycle for January 2017. Then assume that in January 2018 all actual costs, and therefore actual revenue requirements, are known and final for the first full year of 2017, and the percentage base rate increase based on actual revenue requirements is calculated to be 5.5%. DEF will file new tariffs reflecting the final base rate factors based on the 5.5% increase. Assume the revised rate takes effect in the first billing cycle for April 2018. DEF will calculate the difference, for the time period of January 2017 through March 2018, between (1) actual revenues received based on the 5% initial base rate increase in effect and (2) calculated revenues that would have been received if the 5.5% final base rate increase had been in effect. This calculation will use the same actual billing determinants upon which actual revenues were based. The difference between (1) and (2) will be included as an increase in costs charged to customers through the Capacity Cost Recovery Clause in 2018 and will increase the 2018 final true-up balance.

- d. Please refer to page 13, line 9 of the RRSSA. Please explain and provide a hypothetical numerical example (similar to the example provided in paragraph 5e(2)) of how customers would be credited through the Capacity Cost Recovery Clause.

DEF Response:

Hypothetically and for illustration purposes only, assume the initial base rate charge, based on annualized projected revenue requirements, is an increase of 5% beginning in the first billing cycle for January 2017. Then assume that in January 2018 all actual costs, and therefore actual revenue requirements, are known and final for the first full year of 2017, and the percentage base rate increase based on actual revenue requirements is calculated to be 4.5%. DEF will file new tariffs reflecting the final base rate factors based on the 4.5% increase. Assume the revised rate takes effect in the first billing cycle for April 2018. DEF will calculate the difference, for the time period of January 2017 through March

2018, between (1) actual revenues received based on the 5% initial base rate increase in effect and (2) calculated revenues that would have been received if the 4.5% final base rate increase had been in effect. This calculation will use the same actual billing determinants upon which actual revenues were based. The difference between (1) and (2) will be included as a decrease in costs charged to customers through the Capacity Cost Recovery Clause in 2018 and will decrease the 2018 final true-up balance.

- e. For what time period will customers be charged or credited through the Capacity Cost Recovery Clause?

DEF Response:

Unless otherwise agreed to by the parties or required by the Commission, the recovery period will be one year, which is consistent with the normal true-up process in the Capacity Cost Recovery Clause.

- f. Please explain and provide a hypothetical numerical example of how the updated base rate factor referred to on line 12 of page 13 of the RRSSA will be calculated.

DEF Response:

Please see DEF's response to parts c and d above.

16. Please refer to Paragraph 5.g. and 5.h. of the RRSSA. In particular, the phrase "included in the Company's most recent projection clause filing" is used. Please identify and explain the clause filing that this passage is referring to.

DEF Response:

This statement is referring to the most recently filed Capacity Cost Recovery Clause projection filing prior to the implementation date of the initial base rate factor increase.

17. Please refer to Paragraph 5.g. of the RRSSA. Please confirm if this paragraph requires that the cost of service methodology used for the Capacity Cost Recovery Clause will be updated by at least July 2022 and at least every four years thereafter.

DEF Response:

DEF doesn't understand the reference to "cost of service methodology used for the Capacity Cost Recovery Clause." However, the Capacity Cost Recovery Clause will only be used as the mechanism for the true-up once actual costs are known. The

reference to July 2022 in paragraph 5.g. refers to base rates, not the Capacity Cost Recovery Clause.

18. Please refer to Paragraph 5.h. in which the parties agree to a 20-year amortization period for the CR3 Regulatory Assets. Is the 20-year amortization period for the CR3 Regulatory Asset based on the 20-year license extension associated with the CR3 Extended Power Uprate project? If the answer is "no", please state the basis for the 20-year amortization period for the CR3 Regulatory Asset.

DEF Response:

The 20 year amortization period, which happens to be consistent with the 20-year license extension, was agreed to by the parties to the RRSSA as a reasonable recovery period, long enough to minimize the customer rate increase and short enough to allow for recovery within a reasonable amount of time.

19. Please refer to Paragraph 5.h. in which the parties agree to a 20-year amortization period for the CR3 Regulatory Assets and Paragraph 9.a. in which the parties agree to a 7-year amortization period for the CR3 EPU project. For matching principle purposes, please explain why the amortization period for the CR3 EPU project is 13 years less than the amortization period for the CR3 Regulatory Asset.

DEF Response:

The EPU project is subject to the provisions of F.S. 366.93(6) which states the Utilities will be allowed to recover investment in new nuclear facilities over a period of 5 years or the period over which costs were incurred, whichever is longer. These costs were incurred in a little over 6 years and as such DEF will recover them over a 7-year period. The rationale for the 20-year amortization period for the CR3 Regulatory Asset is explained in DEF's response to Question 18.

20. Please refer to Paragraph 5.i., contained on page 15 of the RRSSA, which provides that DEF shall be responsible for up to \$5 million of force majeure capital costs for each calendar year for which the CR3 Regulatory Asset remains unrecovered. Please explain how the sharing of force majeure capital costs will occur, and what factors or methodology will be used in determining the portion that DEF will be responsible for.

DEF Response:

If a force majeure event(s) occur(s) in a given year, DEF would be responsible for up to \$5 million of force majeure costs in that given year. For example, if a force majeure event took place in 2014 and yielded costs of \$10 million, that \$10 million would be reduced by \$5 million. If a second force majeure event took place in 2014 after the first

one and yielded an additional \$10 million in costs, that second \$10 million would not be reduced and DEF's total force majeure costs for 2014 would be \$15 million.

21. Please refer to Sections 5.i.1 and 5.i.2. of the RRSSA. In the event that the parties cannot agree that a force majeure event has occurred as contemplated in sections 5.i.1 and 5.i.2 of the proposed RRSSA, what procedure would the parties use to seek a determination from the Commission as to whether such an event has occurred?

DEF Response:

Under such circumstances, the parties would file a petition with the Commission to resolve the dispute.

22. Please refer to Paragraph 6.c. of the RRSSA. For the period October 1, 2009 through December 31, 2012, are there costs which have not been charged to the fuel clause that DEF intends to charge to the fuel clause? Please explain.

DEF Response:

No, DEF has shown all actual costs over this period in the fuel clause actual filings.

23. Please provide, by year, the amount that DEF has paid in spent nuclear fuel disposal costs.

DEF Response:

The Department of Energy (DOE) continues to be obligated to provide for the permanent disposal of spent nuclear fuel generated by CR3; however, prior to DOE's Performance, DEF will incur costs associated with storage and management of the spent nuclear fuel. Accordingly, with respect to spent nuclear fuel disposal costs, DEF has not paid any disposal costs.

24. Please explain whether DEF has engaged in litigation, or is it currently engaged in litigation, with the Department of Energy regarding funds paid for spent nuclear fuel disposal costs.

DEF Response:

In 2004, DEF (under its former name Florida Power Corporation) and Duke Energy Progress (or DEP, under its former name Carolina Power & Light) brought suit against the Department of Energy (DOE) for damages arising from DOE's partial breach of its contractual obligations under the Standard Contract for Disposal of Spent Nuclear Fuel and/or High Level Waste. Specifically, because the DOE failed to pick up spent fuel from several DEP and DEF sites (including CR3), DEF and DEP alleged damages for costs associated with storing and managing the spent fuel at the particular nuclear sites. During the course of that lawsuit, the trial court denied the damages that had been

alleged with respect to CR3, because the court found that DEF would have incurred those costs for other reasons absent DOE's partial breach.

In December 2011, the Company filed another complaint against DOE for damages incurred from January 1, 2006 through December 31, 2010 associated with the partial breach established in the 2004 litigation. Some of the alleged damages are associated with spent fuel management and storage activities that occurred at CR3. The trial is currently scheduled for September 2013, but DEF is unable to state whether (or when) it would receive any CR3 damages from DOE as a result of this pending litigation.

25. If DEF has not engaged in litigation, or does not intend to engage in litigation, with the Department of Energy regarding spent nuclear fuel disposal costs, please explain.

DEF Response:

Not applicable – please see response to 24 above.

26. Please explain whether DEF has received any funds regarding litigation involving spent nuclear fuel disposal costs? If yes, please state the amounts by year and explain how the funds were used.

DEF Response:

Please see response to 24 above – DEF received no litigation proceeds from the first litigation and the second litigation is still pending.

27. If DEF has received funds based on litigation over spent nuclear fuel disposal costs, please explain how DEF intends to expend the proceeds of this litigation.

DEF Response:

Not applicable – please see response to 24 above.

28. Please refer to Paragraph 7.b. in which the parties agree that, if DEF determines that additional funds are necessary in order to fund the CR3 Nuclear Decommissioning Trust in support of decommissioning CR3, DEF shall be allowed to petition to collect those additional funds through a surcharge in base rates. Does the RRSSA have any effect on DEF's Petition for declaratory statement with respect to use of decommissioning trust fund dollars for spent fuel and other non-radiological decommissioning costs for Crystal River 3 Nuclear Plant in Docket No. 130207-EI, and, if so, what effect does it have on that docket?

DEF Response:

No, the RRSA does not have any effect on DEF's Petition filed in Docket No. 130207-EI. The Petition addresses the allocation of funds contained in DEF's Nuclear Decommissioning Trust (NDT) because the NRC's recent actions render DEF unable to allocate a portion of DEF's NDT to spent fuel management and site restoration activities. Specifically, the Petition requests a declaratory statement from the FPSC that certain funds previously collected for the NDT were intended to be spent only for spent fuel management and site restoration activities, not radiological decommissioning as the NRC has indicated. The Petition does not address the sufficiency or the amount of funds contained in the NDT, nor does it request any additional funds to be collected from customers for the NDT. The above-referenced provision of the RRSSA allows DEF to petition for additional funds, if necessary to support decommissioning at CR3. Any additional funds for the NDT would be treated in the same manner as requested in Docket 130207, meaning that certain funds could only be used for spent fuel management and site restoration, while others would be designated as available for NRC radiological decommissioning.

29. Please refer to Paragraph 7.e. of the RRSSA.

- a. Please explain the basis for changing the billing of the capacity cost recovery factors for demand rate classes from a kWh to a kW basis.

DEF Response:

This was a negotiated term. Also, DEF's change to the CCR factor to a kW basis from a kWh basis for demand rate classes is consistent with how FPL and TECO collect these revenues from demand rate classes.

- b. Please explain how the proposed change in the billing of the capacity cost recovery factors for demand rate classes from a kWh to a kW basis impact the capacity cost recovery amounts recovered from the GSD rate class, CS rate class, and IS rate class.

DEF Response:

The total amount of CCR revenue collected from each individual rate class will be the same using a kW billing basis as it would using a kWh basis. It is revenue neutral for each individual rate class.

- c. Please provide a bill comparison for a typical GSD, CS, and IS customer showing bills at current 2013 base rates and cost recovery factors and bills containing the \$/kW capacity factors as shown in Exhibit 9, page 1 of 1, of the RRSSA (while keeping all other rates at the current 2013 levels).

DEF Response:

See attached.

30. Please refer to Paragraph 8, on page 20, of the RRSSA. How will DEF recover the annual depreciation expense of the CRS units, if the units are retired prior to 2020?

DEF Response:

DEF will continue to depreciate the CRS units through December 2020. Any remaining net book value existing at December 31, 2020 will be recovered through the Capacity Cost Recovery Clause in 2021, unless a different time period is agreed to by the parties or required by the Commission.

31. Please refer to Paragraph 8 of the RRSSA. DEF's current Ten-Year Site plan contemplates Crystal River Units 1 & 2 retiring in 2016. Please explain how this plan of action conforms with the proposed accounting treatment shown in Paragraph 8 of the of the RRSSA.

DEF Response:

DEF will continue to depreciate the CRS units through December 2020. Any remaining net book value existing at December 31, 2020 will be recovered through the Capacity Cost Recovery Clause in 2021, unless a different time period is agreed to by the parties or required by the Commission.

32. Please refer to Paragraph 8 of the RRSSA.

- a. Please explain with specificity why it is necessary to close CRS as a compliance measure to meet the Mercury and Air Toxics Standards (MATS), Best Available Retrofit Technology (BART), and/or the National Ambient Air Quality Standards (NAAQS). In your response, explain whether retrofitting the CRS plants is available to the company as a compliance measure for meeting the MATS, BART, and/or NAAQS standards.

DEF Response:

Paragraph 8 of the RRSSA neither states nor assumes that CRS will be closed as a compliance measure; rather, paragraph 8 applies only if DEF determines that CRS should be retired as a compliance measure to comply with one or more of these regulations. Compliance methods for CRS are still under analysis, both as to technical aspects and as to cost-effectiveness, at this time.

- b. Please provide the most current available Plant Investment and Accumulated Depreciation Reserve amount balances for CRS accounts: 311, 312, 314, 315, and 316.

DEF Response:

The following table is the CRS investment by FERC account as of June 30, 2013:

FERC Account	Gross Investment (\$ million)	Accumulated Depreciation Reserve (\$ million)	Net Investment (\$ million)
310	\$2.52	\$0.00	\$2.52
311	78.63	61.79	16.84
312	203.91	142.42	61.49
314	127.27	100.03	27.24
315	35.57	28.95	6.62
316	8.71	5.97	2.73
317	4.92	3.45	1.47
353	4.01	0.07	3.94
364	0.00	0.00	0.00
365	0.01	0.00	0.01
392	0.01	0.00	0.01
397	0.18	0.10	0.08
Total	\$465.74	\$342.80	\$122.94

- c. Please explain whether the CRS plant dismantlement costs are included in the “remaining CRS net book value existing at December 31, 2020” and to be recovered “through the CCR Clause.” In your response, please explain whether Paragraph 8 of the RRSSA addresses the CRS plant dismantlement costs.

DEF Response:

No, DEF accrues fossil dismantlement expenses in a fossil dismantlement reserve per Rate Case Order No. PSC-10-0131-FOF-EI. This reserve will be used to pay for dismantlement costs.

- d. Please explain the rationale underlying the proposal that any remaining CRS net book value existing at December 31, 2020 be recovered through the Capacity Clause and not through normal base rate depreciation expense.

DEF Response:

This was a negotiated term in order to minimize regulatory lag.

33. Please refer to the second sentence of Paragraph 11 of the RRSSA. This provision provides, "This factor shall be fixed at the levels shown on Exhibit 5, as amended by Exhibit 9, until the estimated remaining LNP component balance of approximately \$350 million (retail) as estimated in the 2012 Settlement Agreement, and carrying costs, is recovered (estimated to be 5 years) with true up occurring in the final year of recovery, in accordance with paragraph 12 below."

- a. Please provide the cumulate estimated amount of "cost recovery revenue" DEF will collect by year end 2013 from this provision of Paragraph 11 of the RRSSA.

DEF Response:

DEF will have collected approximately \$102.8 million by the end of 2013 as provided for in Paragraph 11 of the RRSSA.

- b. Provide a list of all LNP cost type activities that DEF may recover under this provision of the RRSSA, and identified any cost type activities which differ (either currently permitted or not currently permitted for recovery) from those identified in the 2012 Settlement Agreement.

DEF Response:

Consistent with F.S. 366.93(6), DEF may recover all prudently incurred LNP costs with the exception of any costs specifically excluded per the RRSSA. This recovery includes costs previously incurred, as well as future wind down costs associated with the engineering, procurement, and construction (EPC) agreement and the project. The costs that were specifically excluded from recovery through the Nuclear Cost Recovery Clause (NCRC) under this provision include the costs incurred after 2013 in pursuit of the COL, the carrying costs on the deferred tax asset, and the land investments included in land held for future use.

- c. Is any recovery of the uncollected "Rate Management Plan" balance a part of the estimated \$350 million collection, and if so, in what amount?

DEF Response:

Yes, all of it. Approximately \$117 million was remaining at Year End 2012 of the original \$274 million Regulatory Asset "Rate Management Plan balance" established in Docket No. 090009-EI. By year end 2013, the unrecovered portion of the "Rate Management Plan" is expected to be approximately \$29 million.

- d. As of year end 2013, please provide the estimated total amount of remaining LNP costs that will need (or is allowed) to be recovered under this provision of the RRSSA.

DEF Response:

Final project costs cannot be determined until negotiations to end the EPC agreement are completed and the wind down plan is developed and implemented. DEF is allowed to recover all prudently incurred costs as provided for in F.S. 366.93(6) and paragraph 12.c of the RRSSA, as more specifically addressed in response to 33.b above.

34. Please refer to Paragraph 12.b. in which DEF agrees to exercise reasonable and prudent efforts to obtain the COL from the NRC by March 31, 2015. Given the Parties support DEF obtaining the LNP COL from the NRC by March 31, 2015, has DEF considered filing periodic (i.e. semi-annual) status reports to keep the Commission and the Parties abreast of its efforts as outlined in Provision 12.b. of the RRSSA?

DEF Response:

DEF would agree to file semi-annual status reports as suggested above should the Commission desire them.

35. For the following data requests, please refer to Paragraph 16.a. of the RRSSA.

- a. Section 16.a. of the RRSSA provides for the recovery of combustion turbine additions or power uprates through the year 2017. Does this recovery method also apply to purchased power contracts from combustion turbine units? In your response, please identify which existing DEF generating units would be likely candidates for power uprates.

DEF Response:

Paragraph 16.a. of the RRSSA does not apply to power purchase agreements. Potential candidates for power uprates are still under analysis at this time.

- b. Please explain how the process described in Paragraph 16.a. is different from a limited proceeding to consider the recovery of costs associated with combustion turbine units.

DEF Response:

The process in Paragraph 16.a. of the RRSSA streamlines the process that could otherwise be used in a limited proceeding and also provides clarity as to how these generation resources would be handled in harmony with other relevant provisions of the RRSSA. Additionally, unlike a limited proceeding, Paragraph 16.a. provides for

specific filing requirements that DEF must make to show that the generation resources in question were needed and were the most cost-effective and prudent choice for DEF to make.

- c. DEF's current Ten Year Site Plan shows the planned addition of 187 MW (summer) of combustion turbine capacity in the year 2022. Please explain how this is consistent with the recovery cap of 1,150 MW by 2017.

DEF Response:

With the decommissioning of Crystal River Unit 3 and the possible early decommissioning of Crystal River Units 1 and 2 and other potential retirements of aging combustion turbine resources, DEF will have the need for additional generation resources between now and the end of 2018. The 1,150MW cap in the RRSSA is a negotiated number that was derived in conjunction with other provisions of the RRSSA. Importantly, under the RRSSA, DEF must still show that it needs any new generation source that would be covered by Paragraph 16.a. even if that resource is below the 1,150 MW cap.

- d. Paragraph 16.a. provides that the recovery method includes "associated transmission to integrate and deliver power from such unit(s) into the DEF system." Please confirm that this could include transmission additions that are remote from the combustion turbine unit that may be necessary to address transmission reliability issues that arise from the addition of generation.

DEF Response:

DEF has not specifically studied transmission needs for any new units that may be added to DEF's system under Paragraph 16.a. However, it is possible that needed transmission could be "remote" in relative terms from a new generation resource that is added. Importantly, Paragraph 16.a. requires that DEF show that any new generation source under that Section is the most prudent and cost-effective option, including the consideration of all needed transmission.

- e. Please explain how the recovery of associated transmission compares with prior Commission approvals of Generation Base Rate Adjustment factors.

DEF Response:

DEF has not prepared a comprehensive study of all prior Commission approvals of Generation Base Rate Adjustment factors. However, in all instances that DEF is familiar with, prior units approved under a GBRA included associated transmission costs in the pricing for those units.

36. Please refer to Paragraph 17 of the RRSSA.

- a. Please clarify whether the proposed EDR-1 rider contains rate reductions for the conservation, capacity, and environmental cost recovery factors.

DEF Response:

Yes. The EDR rider – provides the stated rate reduction for the CCR, ECCR & ECRC; i.e. the non-fuel clauses.

- b. If the answer to the above question is yes, please explain how the reductions in the conservation, capacity, and environmental clauses will be treated in the annual clause filings.

DEF Response:

All reduced clause revenues collected from EDR customers will be included in the appropriate clause actual revenue for the purposes of determining the annual over/under recovery.

- c. Please explain why the ED-1 Rider only contains reductions in base demand and energy charges, while the EDR-1 Rider contains reductions in base demand, base energy, and non-fuel BA-1 tariff charges.

DEF Response:

The EDR rider requires customers to occupy an existing premise that was previously provided service by the Company. The Company has already invested in the facilities required to serve load at these empty locations for which the Company is currently receiving little or no revenue. Therefore the reductions being offered are higher under the EDR rider to encourage potential new customers to occupy empty facilities.

- d. Please explain how any reductions afforded in the new Economic Development tariffs will be treated in DEF's next base rate proceeding.

DEF Response:

The reduced revenues will be restated as expenses and will be included as a cost in the Company's cost of service used for setting new base rates.

37. Please refer to Paragraph 18 of the RRSSA. Please provide the balances for the following regulatory assets as of December 31, 2012 and June 30, 2013:

- a. FAS 109 Deferred Tax Benefits Previously Flowed Through

DEF Response:

December 31, 2012 - \$2,580,022; June 30, 2013 - \$2,580,022

- b. Unamortized Loss on Reacquired Debt

DEF Response:

December 31, 2012 - \$10,424,293; June 30, 2013 - \$10,424,293

- c. 2009 Pension Regulatory Asset

DEF Response:

December 31, 2012 - \$33,805,589; June 30, 2013 - \$33,805,589

- d. Interest Income on Income Tax Deficiency

DEF Response:

December 31, 2012 - \$1,504,598; June 30, 2013 (\$2,387,349 credit)

38. Please refer to Paragraph 18 of the RRSSA. Please provide the specific adjustments to DEF's common equity balance and rate base working capital balance using the most recent earnings surveillance report filed with this Commission.

DEF Response:

The language in Paragraph 18 is no different in substance from the language in Paragraph 16 of the original 2012 Settlement Agreement approved in Order No. PSC-12-0104-FOF-EI. The adjustment to Common Equity was \$862,983,846 (system) and the adjustment to rate base working capital was \$786,083,356 (retail) in the June 2013 earnings surveillance report.

39. Please refer to Paragraph 18 of the RRSSA. In Paragraph 18 the agreement provides in pertinent part, that “. . . . DEF will be authorized to make a new specific adjustment to its common equity balance and rate base working capital balance for the purposes of calculation of rate base and the capitalization ratios used for surveillance reporting . . .” (Underline emphasis added) Please explain how this new specific adjustment as it relates to the

amortization of the regulatory assets for "FAS 109 Deferred Tax Benefits Previously Flowed Through" is consistent with the provisions of Rule 25-14.013, F.A.C.

DEF Response:

The language in Paragraph 18 is no different in substance from the language in Paragraph 16 of the original 2012 Settlement Agreement approved in Order No. PSC-12-0104-FOF-EI. The adjustment to common equity and rate base has no relationship to the amortization of regulatory assets related to FAS 109 Deferred Tax Benefits Previously Flowed Through.

40. If the provisions of Paragraph 18 as referenced above do not comport with the requirements of Rule 25-14.013, F.A.C., please provide a detailed explanation of how the new specific adjustment, as it relates to the amortization of the regulatory assets for "FAS 109 Deferred Tax Benefits Previously Flowed Through," deviates from the provisions of Rule 25-14.013, F.A.C.

DEF Response:

The language in Paragraph 18 is no different in substance from the language in Paragraph 16 of the original 2012 Settlement Agreement approved in Order No. PSC-12-0104-FOF-EI. Please see DEF's response to Question 39.

41. Please refer to Paragraph 19 of the RRSSA.
- a. Please identify separately the impact on a 1,000 kilowatt-hour residential bill in 2013, 2014, 2015, 2016, 2017, 2018, and 2019 for each of the provisions in the proposed RRSSA that affect rates (base rates and all recovery clauses). In the response, identify and explain the impact on the following rate components: customer charge, non-fuel energy charge, fuel factor, capacity factor excluding nuclear component, nuclear cost recovery – CR3, nuclear cost recovery – Levy, environmental factor, conservation factor, and gross receipts taxes for each of the years listed above.

DEF Response:

See attached.

- b. Referring to Exhibit 8, please explain the basis for increasing the interruptible and curtailable credits in January 2014 and in January 2015.

DEF Response:

The increase in the interruptible and curtailable credits was a negotiated term of the settlement agreed to by the parties to the settlement.

- c. Referring to Exhibit 8, please state the total dollar impact on the conservation cost recovery clause and the \$/1,000 kWh residential bill impact in 2014 and 2015 of increasing the interruptible and curtailable credits.

DEF Response:

The increase in the interruptible and curtailable credits will produce an increase in ECCR costs of approximately \$3 million in 2014 and \$6 million in 2015. This will increase the 1000 kWh residential bills by an estimated \$0.09 and \$0.18 respectively.

- d. Please provide a calculation of the interruptible and curtailable credits based on DEF's next avoided unit as identified in the most current Duke generation expansion plan.

DEF Response:

DEF does not have this information and has not prepared such an analysis. The increase in the interruptible and curtailable credits was a negotiated term of the settlement agreed to by the parties to the settlement.

42. Please refer to Paragraph 20 of the RRSSA.

DEF Response:

The language in Paragraph 20 is similar to the language in Paragraph 18 of the original 2012 Settlement Agreement approved in Order No. PSC-12-0104-FOF-EI.

- a. Please provide a copy of the "FERC Accounting Order" referenced in this paragraph.

DEF Response:

Please see the attached FERC Accounting Order.

- b. Paragraph 20, provides that "[T]hese credit amounts to depreciation expense are in lieu of the annual amortization of any theoretical depreciation reserve surplus approved in DEF's previous base rate order PSC-10-0131-FOF-EI." Please explain whether this passage is referring to the \$23 million of reserve surplus that was ordered amortized over a four year period in DEF/PEF's last rate case.

DEF Response:

Yes, Order No. PSC-10-0131-FOF-EI required DEF to amortize approximately \$5.8 million annually for four years beginning in 2010.

- c. If the response to (b.) above is negative, please state what amounts addressed by Order No. PSC-10-0131-FOF-EI this sentence is referring to.

DEF Response:

N/A.

- d. If the response to (b.) above is affirmative, please explain whether DEF has amortized any amount of the \$23 million referred to in Order No. PSC-10-0131-FOF-EI. If so, please provide the amounts that have already been amortized.

DEF Response:

DEF has amortized approximately \$17.5 million of the \$23 million, made up of approximately \$5.8m in each year 2010 through 2012.

- e. Did Order No. PSC-12-0104-FOF-EI relieve the company of any portions of Order No. PSC-10-0131-FOF-EI as it relates to the amortization of reserve surpluses?

DEF Response:

Yes, the amounts in Order No. PSC-10-0131-FOF-EI ceased and were superseded by paragraph 18 of the 2012 Settlement Agreement and paragraph 20 of the RRSSA.

- f. Please provide the most current Cost of Removal Reserve balance, both with and without portions related to CR3, on the company's books.

DEF Response:

The remaining Cost of Removal Reserve balance as of June 30, 2013 is a total of \$41.4 million, which includes \$38.7 million for CR3. The Cost of Removal Regulatory Asset balance as of June 30, 2013 is a total of \$561.4 million, which includes \$63.1 million for CR3.

- g. Please explain DEF's reasoning for the inclusion of this provision in the settlement agreement.

DEF Response:

This provision was in the original 2012 Settlement Agreement. As stated above, the language in Paragraph 20 is similar to the language in Paragraph 18 of the original 2012 Settlement Agreement approved in Order No. PSC-12-0104-FOF-EI.

43. Please refer to Paragraph 20 of the RRSSA. In particular, this provision provides that “[A]ny recovery period of this regulatory asset will be no longer than the average remaining service life of the assets. . .”

- a. Are there any restrictions on what the shortest proposed amortization period for the Cost of Removal (COR) regulatory asset may be?

DEF Response:

No.

- b. Please identify and explain which assets and average service lives, by unit at each plant site, this statement referring to.

DEF Response:

The average service life refers to the composite remaining service life of all depreciable assets.

44. Please refer to Paragraph 20 of the RRSSA. In particular, this provision provides that “DEF shall file a Depreciation Study, Fossil Dismantlement Study, and Nuclear Decommissioning Study on or before March 31, 2019, or accompanying the next base rate case, whichever is sooner.” Please explain whether this provision precludes DEF from filing any of the three referenced studies on an individual basis (i.e. just a Decommissioning Study for example, without the other two studies) before the March 2019 date.

DEF Response:

Paragraph 20 would not preclude DEF from making such a filing prior to March 2019.

45. For the following data requests please refer to Paragraph 21 of the RRSSA.

- a. Please explain whether the RRSSA extends the time period for a base rate freeze two years to the year 2019.

DEF Response:

Yes, but consistent with all other provisions of the RRSSA.

- b. Please explain whether the RRSSA precludes DEF from seeking recovery of items through any clause (i.e. environmental, capacity, fuel, etc.).

DEF Response:

Please see Paragraph 24 of the RRSSA. The RRSSA does not preclude traditional clause recovery.

46. Please refer to paragraph 21 of the RRSSA. Paragraph 21 provides that "DEF may not petition for an increase in base rates and charges that would take effect prior to the first billing cycle for January 2019, except for the increases in base rates and charges provided for or allowed by the terms of the Revised and Restated Settlement Agreement."

a. Does this provision mean that base rates will be held constant until 2019?

DEF Response:

Yes, but consistent with all other provisions of the RRSSA.

b. Did the settlement approved in Docket No 120022-EI have a similar provision and if so, what were the terms of the previous settlement?

DEF Response:

Yes, please see Paragraph 19 of the 2012 Settlement Agreement.

47. Please refer to paragraph 21 of the RRSSA. Paragraph 21 provides that "In addition, the Parties agree that the base rate increases or charges that, pursuant to the terms of this RRSSA extend beyond the last billing cycle for December 2018 and survive the expiration of the term or termination of this RRSSA, include the recovery of the CR3 Regulatory Asset through the last billing cycle for the 240th month from inception pursuant to paragraph 5 of this Revised and Restated Settlement Agreement; the potential recovery of additional funds to fund the CR3 Nuclear Decommissioning Trust pursuant to paragraph 7b of this Revised and Restated Settlement Agreement; the potential recovery of the CRS net book value pursuant to paragraph 8 of this Revised and Restated Settlement Agreement; and the recovery of the LNP and EPU costs through the time periods established by this Revised and Restated Settlement Agreement and Section 366.93(6), F.S., and Commission Rule 25-6.0423(6), F.A.C."

a. Does this provision mean that certain base rate items will be recovered beyond the term of the RRSSA?

DEF Response:

Yes.

- b. Did the settlement approved in Docket No. 120022-EI have a similar provision and if so, what were the terms of the previous settlement?

DEF Response:

The original 2012 settlement had a similar provision for the recovery of the CR3 Regulatory Asset in paragraph 11.b. Among other things, this paragraph stated (1) that the effective date of the increase in customer rates to recover the net costs accumulated in the net regulatory assets and liabilities cannot occur prior to the first billing cycle for January 2017, (2) the overall cost of capital shall include a cost of equity of 70% of the Commission approved cost of equity, and (3) the parties agree to an amortization period through 2036.

- c. What is the effect of approving the amortization period of the CR3 regulatory asset at 240 months (20 years) on customer rates? Does this provision minimize future rate impacts?

DEF Response:

The effect of amortizing the CR3 regulatory asset over this period of time moderates the rate increase on customers.

- d. Are the amounts for the additional funds for decommissioning, recovery of CRS net book value, or LNP and EPU costs known at this time? Does the RRSSA set an amount for these costs?

DEF Response:

No, these amounts are not known at this time.

48. Please refer to Paragraph 22 of the RRSSA. To the extent a dispute arises among the parties concerning the provisions, interpretation or application of the proposed RRSSA, what procedure would the parties use to seek a determination from the Commission to resolve the dispute.

DEF Response:

Under such circumstances, the parties would file a petition with the Commission to resolve the dispute.

49. Please refer to Exhibit 13. With respect to Issue Nos. 1-6, 12, 13, 14, 32, and 38, please provide a response to each of these factual issues. In your response, please provide specific numerical values when applicable.

DEF Response:

1. **The total amount of the repair costs incurred from October 2, 2009 through March 31, 2011 was \$176 million (system prior to NEIL proceeds). Note that while the issue referenced in this request reflects a date of March 14, 2011, DEF maintains its records on a monthly basis; therefore, these repair costs reflect amounts incurred from October 2, 2009 through March 31, 2011. None of these costs has been recovered from ratepayers.**
2. **Under Paragraph 9.a. of the 2012 Settlement Agreement, DEF has made the refund required to be made in 2013, which is 50% of \$258 million. Remaining refunds under Paragraphs 9.a. and 9.b. of the 2012 Settlement Agreement that are due in 2014 through 2016 are still outstanding and will be made at the appropriate time called for in the 2012 Settlement Agreement, which are incorporated in Paragraph 6 of the RRSSA.**
3. **Yes.**
4. **\$161 million (system prior to NEIL proceeds) has been incurred from April 1, 2011 to date. Note that while the issue referenced in this request reflects a date of March 14, 2011, DEF maintains its records on a monthly basis; therefore, these repair costs reflect amounts incurred from April 1, 2011 through June 30, 2013. None of these costs has been recovered from ratepayers.**
5. **On the face of the applicable NEIL policies, DEF had \$490 million in replacement power cost coverage per event available and \$2.25 billion in repair cost coverage per event available.**
6. **DEF claimed that all available replacement power and repair cost coverage was due and owing from NEIL.**
12. **Replacement fuel costs from December 31, 2012 to February 5, 2013 were \$15.4 million.**
13. **The cost estimate to repair CR3 at the time Duke Energy made the decision to retire CR3 was \$1.9 billion to \$2.4 billion.**

14. At the time Duke Energy made the decision to retire CR3, DEF had received \$143 million from NEIL.

32. In total, DEF received \$835 million from NEIL.

38. Yes.

50. Please refer to Exhibit 13. What monies, if any were received for each insurance claim filed with NEIL for the CR3 nuclear power plant since 2009?

DEF Response:

DEF received \$305 million in payments from NEIL, and settled its NEIL insurance claims with NEIL for \$530 million, for a total of \$835 million in payments from NEIL related to its NEIL insurance claims.

51. Please provide the results of the most recent cost-effectiveness evaluation comparing the retirement of CR3 with the repair of the unit.

DEF Response:

Please see the Summary Brief for the Crystal River Unit 3 Repair Project Updated Life-Cycle Net Present Worth (CPVRR) Assessment prepared by Duke Energy IRP & Analytics, dated January 25, 2013, attached bearing Bates No. 2013RRSSA-StaffDR1-51-000001 through 2013RRSSA-StaffDR1-51-000019 to DEF's response to Staff's First Data Request.

52. Please provide a summary of the qualitative and quantitative reasons relied upon by DEF in order to make the decision to retire CR3.

DEF Response:

Please see DEF's response to Staff's First Data Request Number 51. DEF's decision to retire CR3 was based on the results of the analyses performed by a cross-functional team that evaluated the quantitative and qualitative factors involved in the decision to repair or retire CR3. Examples of these quantitative and qualitative factors included the CR3 containment building repair work scope, including design, engineering and construction methodology for the CR3 repair work scope, estimated repair costs and schedules, project and external risks, insurance coverage, alternative decommissioning options and costs if CR3 was retired, the economic benefits and costs to customers to repair or retire CR3, and customer rate impacts if CR3 was repaired or retired. Based on the evaluation of these factors, DEF was not confident that the CR3 containment building could have been repaired successfully within the estimated cost and schedule

for the CR3 containment building repair. This would have been a first-of-its-kind repair in the industry. Based on industry expert and internal expert analyses of the technical, engineering, and construction plans and risks for this unique repair effort, DEF determined that further mitigation of the repair project risks required that DEF expand the scope of work under the selected repair option. This expanded work scope included: (1) additional concrete replacement and additional pinning or steel radial anchor placement in the lower elevations of the CR3 containment building walls, and potentially (2) replacement of the CR3 containment building dome. This expanded work scope necessarily increased the estimated cost and schedule for the repair and it introduced additional construction and licensing risk to the repair project. DEF, therefore, was not confident that CR3 could be repaired successfully and within the estimated cost and on the estimated schedule for a CR3 repair plan if it included the necessary and potentially necessary additional work scope in the repair plan. The increased repair costs and additional, necessary time for the expanded repair work for the CR3 containment building repair further reduced the fuel savings and other benefits to customers from repairing CR3 and returning it to commercial service. As a result, DEF determined that the attempted repair was not cost effective for DEF's customers, even if the Company obtained full coverage for the repair; rather DEF determined that the economically beneficial decision for the Company's customers was to retire CR3.

53. What was the remaining license life of CR3 prior to the decision to retire the unit?

DEF Response:

The operating license for CR3 expired in 2016. However, DEF had a pending license extension request which would have extended the operating license to 2036 if approved.

54. Has DEF cancelled the EPC contract for the Levy Units? If so, what is the impact in terms of projected in-service date for the units and overall cost of project (i.e. was there a cancellation fee and how will that fee be recovered)?

DEF Response:

No.

55. Please explain whether the delay in the in-service date for the Levy units will cause a delay in customer fuel savings. If so, please provide an estimate of the yearly amount.

DEF Response:

Pursuant to Section 366.93(6), F.S., DEF has elected not to complete the construction of the Levy project. Accordingly, there is no current in-service date for the Levy units. As a general matter, however, any delay in the in-service date of a unit that provides cost savings would necessarily cause a delay in customers receiving those cost savings. In this

context, however, delays in fuel cost savings are offset to some degree by the corresponding delays in revenue requirements increases that would be incorporated into customers' rates if the hypothetical unit had been constructed and brought into commercial service earlier.

56. Since the initial settlement was approved in Docket No 120022-EI, how much has been collected through the NCRC for the CR3 uprate project?

DEF Response:

Approximately \$28.1 million has been collected through NCRC between March 1, 2012 through July 31, 2013 for the CR3 Uprate project.

57. Since the initial settlement was approved in Docket No 120022-EI, how much has been collected through the NCRC for the Levy project?

DEF Response:

Approximately \$127.3 million has been collected through NCRC between March 1, 2012 through July 31, 2013 for the Levy project.

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared R. ALEXANDER GLENN, who being first duly sworn, deposes and says that the foregoing responses to Staff's First Data Request to Duke Energy Florida, Inc., Nos. 1, 2, 3, 4, 5, 12a-c, 13, 14, 20, 21, 23, 24, 25, 26, 27, 28, 32a, 34, 35a-e, 41a, 44, 45a-b, 46a-b, 48, 49, 51, 52, 53, 54, and 55 in Docket No. 130208-EI, are true and correct to the best of my knowledge, information and belief.



(Signature)
R. ALEXANDER GLENN

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 29 day of Aug, 2013 by R. ALEXANDER GLENN. He is personally known to me, or has produced his _____ driver's license, or his _____ as identification.



(Signature)

HELEN M KYRIAKOU

(Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA

10-24-13

(Commission Expiration Date)

DD 926358

(Serial Number, If Any)

(AFFIX NOTARIAL SEAL)



AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared JAVIER J. PORTUONDO, who being first duly sworn, deposes and says that the foregoing responses to Staff's First Data Request to Duke Energy Florida, Inc., Nos. 6, 7, 8, 9, 10, 11, 15a-f, 16, 17, 18, 19, 22, 29a-c, 30, 31 32b-d, 33a-d, 36a-d, 37a-d, 38, 39, 40, 41a, 41b-d, 42a-g, 43a-b, 47a-d, 49, 50, 56, and 57 in Docket No. 130208-EI, are true and correct to the best of my knowledge, information and belief.

Javier J. Portuondo
(Signature)

JAVIER J. PORTUONDO

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 28th day of August 2013 by JAVIER J. PORTUONDO. He is personally known to me, or has produced his _____ driver's license, or his _____ as identification.

Suzanne H. Miller
(Signature)

SUZANNE H. MILLER
(Printed Name)

NOTARY PUBLIC, STATE OF Florida

3/27/17
(Commission Expiration Date)

EE 854446
(Serial Number, If Any)

(AFFIX NOTARIAL SEAL)

