



Matthew R. Bernier
Senior Counsel
Duke Energy Florida, Inc.

August 4, 2015

VIA ELECTRONIC FILING

Ms. Carlotta Stauffer, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Fuel and purchased power cost recovery clause with generating performance incentive factor; Docket No. 150001-EI*

Dear Ms. Stauffer:

Please find enclosed for electronic filing on behalf of ("DEF") DEF's Request for Confidential Classification for certain information provided in the Direct Testimony of Jeffrey Swartz and Exhibit No. ___(JS-1). This filing includes:

- DEF's Request for Confidential Classification
- Slipsheet for confidential Exhibit A
- Redacted Exhibit B (two copies)
- Exhibit C (justification matrix), and
- Exhibit D (affidavit of Jeffrey Swartz)

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

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

s/Matthew R. Bernier

MRB/mw
Enclosures

Matthew R. Bernier
Senior Counsel
Matthew.Bernier@duke-energy.com

cc: Certificate of Service

Duke Energy Florida, Inc.
Docket No.: 150001
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail this 4th day of August, 2015 to all parties of record as indicated below.

s/Matthew R. Bernier

Attorney

<p>Suzanne Brownless, Esq. Danijela Janjic, Esq. John Villafrate, Esq. Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 sbrownle@psc.state.fl.us djanjic@psc.state.fl.us jvillafr@psc.state.fl.us</p> <p>James D. Beasley, Esq. J. Jeffry Wahlen, Esq. Ashley M. Daniels, Esq. Ausley McMullen Law Firm P.O. Box 391 Tallahassee, FL 32302 jbeasley@ausley.com jwahlen@ausley.com adaniels@ausley.com</p> <p>Jeffrey A. Stone, Esq. Russell A. Badders, Esq. Steven R. Griffin, Esq. Beggs & Lane P.O. Box 12950 Pensacola, FL 32591 jas@beggslane.com rab@beggslane.com srg@beggslane.com</p> <p>Jon C. Moyle, Jr., Esq. Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, FL 32301 jmoyle@moylelaw.com</p> <p>Kenneth Hoffman Florida Power & Light Company 215 S. Monroe Street, Suite 810 Tallahassee, FL 32301-1858 ken.hoffman@fpl.com</p>	<p>Mike Cassel Aleida Socarras Florida Public Utilities Company/Florida Division of Chesapeake Utilities Corporation 1750 SW 14th Street, Suite 200 Fernandina Beach, FL 32034 mcassel@fpuc.com asocarras@chpk.com</p> <p>Robert Scheffel Wright, Esq. John T. LaVia, III, Esq. c/o Gardner Law Firm 1300 Thomaswood Drive Tallahassee, FL 32308 schef@gbwlegal.com jlavia@gbwlegal.com</p> <p>Robert L. McGee, Jr. Gulf Power Company One Energy Place Pensacola, FL 32520-0780 rlmcgee@southernco.com</p> <p>Beth Keating, Esq. Gunster, Yoakley & Stewart, P.A. 215 South Monroe Street, Suite 601 Tallahassee, FL 32301 bkeating@gunster.com</p> <p>Charles J. Rehwinkel Erik Sayler / John Truitt Patty Christensen / J.R. Kelly Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 rehwinkel.charles@leg.state.fl.us sayler.erik@leg.state.fl.us kelly.jr@leg.state.fl.us Christensen.patty@leg.state.fl.us Truitt.john@leg.state.fl.us</p>	<p>Ms. Paula K. Brown Manager, Regulatory Coordination Tampa Electric Company P.O. Box 111 Tampa, FL 33601 regdept@tecoenergy.com</p> <p>Raoul G. Cantero, III, Esq. White & Case, LLP Southeast Financial Center, Suite 4900 200 South Biscayne Boulevard Miami, FL 33131-2352 rcantero@whitecase.com</p> <p>James W. Brew, Esq. Owen J. Kopon, Esq. Laura A. Wynn, Esq. Stone Matheis Xenopoulos & Brew, PC 1025 Thomas Jefferson Street NW 8th Floor, West Tower Washington, DC 20007 jbrew@smxblaw.com ojk@smxblaw.com laura.wynn@smxblaw.com</p> <p>John T. Butler, Esq. Maria Moncada, Esq. Florida Power & Light Company 700 Universe Boulevard (LAW/JB) Juno Beach, FL 33408-0420 john.butler@fpl.com maria.moncada@fpl.com</p>
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and purchased power cost
recovery clause with generating performance
incentive factor.

Docket No. 150001-EI

Dated: August 4, 2015

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

Duke Energy Florida, Inc. (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Request for Confidential Classification for certain information provided in the direct testimony of Jeffrey Swartz and Exhibit No. __ (JS-1), dated August 4, 2015. In support of this Request, DEF states:

1. The direct testimony of Jeffrey Swartz, specifically pages 5, 6, and 7, and Exhibit No. __ (JS-1), contain information that is “confidential proprietary business information” under Section 366.093(3), Florida Statutes.

2. The following exhibits are included with this request:

(a) Sealed Composite Exhibit A is a package containing unredacted copies of all the documents for which DEF seeks confidential treatment. Composite Exhibit A is being submitted separately in a sealed envelope labeled “CONFIDENTIAL.” In the unredacted versions, the information asserted to be confidential is highlighted in yellow.

(b) Composite Exhibit B is a package containing two copies of redacted versions of the documents for which the Company requests confidential classification. The specific information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) Exhibit C is a table which identifies by page and line the information for which DEF seeks confidential classification and the specific statutory bases for seeking confidential treatment.

3. As indicated in Exhibit C, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information at issue relates to DEF’s Root Cause Analysis Report for the Hines PB2 HP Steam Turbine Event, the disclosure of which would impair the Company’s competitive business interests and efforts to contract for goods and services on favorable terms. *See* § 366.093(3)(d), F.S.; Affidavit of Jeffrey Swartz at ¶ 4. Furthermore, DEF’s rights and claims under its insurance policies covering Hines 2 have been subrogated to its insurers. The disclosure of this information would impair DEF’s and its insurers’ competitive business interests. *See* § 366.093(3)(e), F.S.; Affidavit of Jeffrey Swartz at ¶¶ 5 and 6. Accordingly, such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

4. The information identified as Exhibit “A” is intended to be and is treated as confidential by the Company. *See* Affidavit of Jeffrey Swartz at ¶ 5. The information has not been disclosed to the public, and the Company has treated and continues to treat the information at issue as confidential. *See* Affidavit of Jeffrey Swartz at ¶ 7.

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

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

RESPECTFULLY SUBMITTED this 4th day of August, 2015.

s/Matthew R. Bernier

DIANNE M. TRIPLETT

Associate General Counsel

299 First Avenue North

St. Petersburg, FL 33701

MATTHEW R. BERNIER

Senior Counsel

106 East College Avenue, Suite 800

Tallahassee, Florida 32301

Email: Dianne.Triplett@duke-energy.com

Email: Matthew.Bernier@duke-energy.com

Attorneys for

Duke Energy Florida, Inc.

Duke Energy Florida, Inc.
CERTIFICATE OF SERVICE
Docket No. 150001-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this 4th day of August, 2015 to all parties of record as indicated below.

s/Matthew R. Bernier
Attorney

<p>Suzanne Brownless, Esq. Danijela Janjic, Esq. John Villafrate, Esq. Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 sbrownle@psc.state.fl.us djanjic@psc.state.fl.us jvillafr@psc.state.fl.us</p> <p>James D. Beasley, Esq. J. Jeffry Wahlen, Esq. Ashley M. Daniels, Esq. Ausley McMullen Law Firm P.O. Box 391 Tallahassee, FL 32302 jbeasley@ausley.com jwahlen@ausley.com adaniels@ausley.com</p> <p>Jeffrey A. Stone, Esq. Russell A. Badders, Esq. Steven R. Griffin, Esq. Beggs & Lane P.O. Box 12950 Pensacola, FL 32591 jas@beggslane.com rab@beggslane.com srg@beggslane.com</p> <p>Jon C. Moyle, Jr., Esq. Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, FL 32301 jmoyle@moylelaw.com</p> <p>Kenneth Hoffman Florida Power & Light Company 215 S. Monroe Street, Suite 810 Tallahassee, FL 32301-1858 ken.hoffman@fpl.com</p>	<p>Mike Cassel Aleida Socarras Florida Public Utilities Company/Florida Division of Chesapeake Utilities Corporation 1750 SW 14th Street, Suite 200 Fernandina Beach, FL 32034 mcassel@fpuc.com asocarras@chpk.com</p> <p>Robert Scheffel Wright, Esq. John T. LaVia, III, Esq. c/o Gardner Law Firm 1300 Thomaswood Drive Tallahassee, FL 32308 schef@gbwlegal.com jlavia@gbwlegal.com</p> <p>Robert L. McGee, Jr. Gulf Power Company One Energy Place Pensacola, FL 32520-0780 rlmcgee@southernco.com</p> <p>Beth Keating, Esq. Gunster, Yoakley & Stewart, P.A. 215 South Monroe Street, Suite 601 Tallahassee, FL 32301 bkeating@gunster.com</p> <p>Charles J. Rehwinkel Erik Saylor / John Truitt Patty Christensen / J.R. Kelly Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 rehwinkel.charles@leg.state.fl.us saylor.erik@leg.state.fl.us kelly.jr@leg.state.fl.us Christensen.patty@leg.state.fl.us Truitt.john@leg.state.fl.us</p>	<p>Ms. Paula K. Brown Manager, Regulatory Coordination Tampa Electric Company P.O. Box 111 Tampa, FL 33601 regdept@tecoenergy.com</p> <p>Raoul G. Cantero, III, Esq. White & Case, LLP Southeast Financial Center, Suite 4900 200 South Biscayne Boulevard Miami, FL 33131-2352 rcantero@whitecase.com</p> <p>James W. Brew, Esq. Owen J. Kopon, Esq. Laura A. Wynn, Esq. Stone Matheis Xenopoulos & Brew, PC 1025 Thomas Jefferson Street NW 8th Floor, West Tower Washington, DC 20007 jbrew@smxblaw.com ojk@smxblaw.com laura.wynn@smxblaw.com</p> <p>John T. Butler, Esq. Maria Moncada, Esq. Florida Power & Light Company 700 Universe Boulevard (LAW/JB) Juno Beach, FL 33408-0420 john.butler@fpl.com maria.moncada@fpl.com</p>
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Exhibit A

“CONFIDENTIAL”

(filed under separate cover)

Exhibit B

REDACTED

1 **Q. Please describe the process DEF followed to ascertain the root cause of the event.**

2 A. DEF created a RCA Team consisting of internal experts to investigate and determine
3 the root cause of the event. The RCA Team consisted of six individuals with expertise
4 in engineering, operations and process, and human performance.

5

6 Following industry standard procedures, the RCA Team employed specific tools used
7 to determine potential root cause(s) including: interviews, event and causal factor
8 review (“E&CF”), flawed barrier analysis, change analysis, component analysis,
9 visual inspections of the equipment, photographs taken following the event,
10 engineering calculations and measurements, and detailed review of outage reports and
11 maintenance logs.

REDACTED

12

13 **Q. Please describe the RCA Team’s conclusions.**

14 A. The DEF RCA Team determined that the root cause of the Hines 2 failure and
15 ensuing forced outage was the separation of the HP-IP coupling resulting from the
16 failure of the HP-IP coupling bolts. The coupling failed over time due to improper
17 reassembly during the 2011 outage which was performed by the OEM. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23

REDACTED

1 The RCA Team reviewed the 50,000 hour inspection performed in March 2011 and
2 discovered that the [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]. If
7 the bolts were properly tightened, a one-time axial, non-vibrational force of 1,540,000
8 pounds would have been required to break all bolts simultaneously. Neither the RCA
9 Team nor the OEM have been able to establish a mechanism that could produce a
10 force of this magnitude other than the failure mechanism described above, thereby
11 confirming the RCA conclusion.

12
13 **Q. Did the RCA Team consider alternative potential root causes?**

14 A. Yes, the RCA Team evaluated L-0 Blade failure as a potential cause, but that theory
15 was ultimately rejected.

REDACTED

16
17 **Q. Why did the RCA Team reject the L-0 Blade failure theory?**

18 A. During this event, the Hines 2 Steam Turbine experienced a complete failure of the
19 42-inch titanium, last stage (L-0) LP turbine blade row as well as significant other
20 turbine, generator, and site damage. Because of this fact and due to past industry
21 failures in some L-0 blades in other non-Duke Energy plants, DEF examined an L-0
22 blade failure as a potential root cause. During the RCA investigation, however, DEF
23 discovered [REDACTED]

1 [REDACTED] As
2 mentioned above, both the RCA Team and OEM have been unable to create a
3 scenario that would yield the amount of force necessary to break all of the bolts after
4 L-0 blade failure had the HP-IP coupling bolts been properly tightened, further
5 indicating that the HP-IP bolts failed prior to L-0 blade failure. Thus, DEF
6 reasonably concluded that it appears to be physically impossible for an L-0 blade
7 failure to be the cause of the event. The root cause report that is Exhibit No. __ (JS-
8 1) to my testimony provides further detail on how the RCA conclusion was
9 investigated.

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Q. Does DEF carry insurance on Hines 2?

A. Yes, DEF carries insurance that covers some of the costs associated with the restoration at Hines 2, but that insurance does not cover replacement fuel costs. Currently, the insurance industry does not offer a reasonably priced replacement fuel cost product, and unlike the mutual insurance company created to provide coverage for replacement power in the event of nuclear outages (Nuclear Electric Insurance Limited (“NEIL”)), there is no utility industry collective that provides insurance for replacement power for fossil plant outages. The costs DEF incurred to restore the unit that are covered by DEF’s various insurance policies are not at issue in this docket, and any claims that may arise against the OEM as a result of the Hines 2 event are subrogated to DEF’s insurers.

Duke Energy Florida, Inc.
Docket No. 150001
Witness J. Swartz
Exhibit No. ___(JS-1)
61 pages

REDACTED

DEF's Root Cause analysis Report
Hines PB2 HP Steam Turbine Evene

7/7/14

Final Report
(61 PAGES)

1 **Q. Please describe the process DEF followed to ascertain the root cause of the event.**

2 A. DEF created a RCA Team consisting of internal experts to investigate and determine
3 the root cause of the event. The RCA Team consisted of six individuals with expertise
4 in engineering, operations and process, and human performance.

5

6 Following industry standard procedures, the RCA Team employed specific tools used
7 to determine potential root cause(s) including: interviews, event and causal factor
8 review (“E&CF”), flawed barrier analysis, change analysis, component analysis,
9 visual inspections of the equipment, photographs taken following the event,
10 engineering calculations and measurements, and detailed review of outage reports and
11 maintenance logs.

REDACTED

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14 A. The DEF RCA Team determined that the root cause of the Hines 2 failure and
15 ensuing forced outage was the separation of the HP-IP coupling resulting from the
16 failure of the HP-IP coupling bolts. The coupling failed over time due to improper
17 reassembly during the 2011 outage which was performed by the OEM. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23

REDACTED

1 The RCA Team reviewed the 50,000 hour inspection performed in March 2011 and
2 discovered that the [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]. If
7 the bolts were properly tightened, a one-time axial, non-vibrational force of 1,540,000
8 pounds would have been required to break all bolts simultaneously. Neither the RCA
9 Team nor the OEM have been able to establish a mechanism that could produce a
10 force of this magnitude other than the failure mechanism described above, thereby
11 confirming the RCA conclusion.

12
13 **Q. Did the RCA Team consider alternative potential root causes?**

14 A. Yes, the RCA Team evaluated L-0 Blade failure as a potential cause, but that theory
15 was ultimately rejected.

REDACTED

16
17 **Q. Why did the RCA Team reject the L-0 Blade failure theory?**

18 A. During this event, the Hines 2 Steam Turbine experienced a complete failure of the
19 42-inch titanium, last stage (L-0) LP turbine blade row as well as significant other
20 turbine, generator, and site damage. Because of this fact and due to past industry
21 failures in some L-0 blades in other non-Duke Energy plants, DEF examined an L-0
22 blade failure as a potential root cause. During the RCA investigation, however, DEF
23 discovered [REDACTED]

1 [REDACTED] As
2 mentioned above, both the RCA Team and OEM have been unable to create a
3 scenario that would yield the amount of force necessary to break all of the bolts after
4 L-0 blade failure had the HP-IP coupling bolts been properly tightened, further
5 indicating that the HP-IP bolts failed prior to L-0 blade failure. Thus, DEF
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7 failure to be the cause of the event. The root cause report that is Exhibit No. __ (JS-
8 1) to my testimony provides further detail on how the RCA conclusion was
9 investigated.

10

11 **Q. Does DEF carry insurance on Hines 2?**

12 A. Yes, DEF carries insurance that covers some of the costs associated with the
13 restoration at Hines 2, but that insurance does not cover replacement fuel costs.
14 Currently, the insurance industry does not offer a reasonably priced replacement fuel
15 cost product, and unlike the mutual insurance company created to provide coverage
16 for replacement power in the event of nuclear outages (Nuclear Electric Insurance
17 Limited (“NEIL”)), there is no utility industry collective that provides insurance for
18 replacement power for fossil plant outages. The costs DEF incurred to restore the
19 unit that are covered by DEF’s various insurance policies are not at issue in this
20 docket, and any claims that may arise against the OEM as a result of the Hines 2
21 event are subrogated to DEF’s insurers.

22

Duke Energy Florida, Inc.
Docket No. 150001
Witness J. Swartz
Exhibit No. ___(JS-1)
61 pages

REDACTED

DEF's Root Cause analysis Report
Hines PB2 HP Steam Turbine Evene

7/7/14

Final Report
(61 PAGES)

Exhibit C

DUKE ENERGY FLORIDA Confidentiality Justification Matrix

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>Direct Testimony of Jeffrey Swartz; specifically pages 5, 6, and 7</p>	<p>Page 5: (Lines 17 through 22): The remaining sentences after “OEM”.</p> <p>Page 6: (Lines 2 through 6): the remaining portion of the sentences after “that the” and before “If”.</p> <p>Page 6: (Line 23): the remaining portion of the sentence after “discovered”.</p> <p>Page 7: entire line 1 and before “As”.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>Exhibit No. __ (JS-1),</p>	<p>DEF’s Root Cause Analysis Report-Hines PB2 HP Steam Turbine Event 7/7/14 Final Report-the entire document.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would</p>

		impair the competitive business of the provider/owner of the information.
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Exhibit D
AFFIDAVIT OF
JEFFREY SWARTZ

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and purchased power cost
recovery clause with generating
performance incentive factor.

Docket No. 150001-EI

Dated: August 4, 2015

**AFFIDAVIT OF JEFFREY SWARTZ IN SUPPORT OF
DUKE ENERGY FLORIDA'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF FLORIDA

COUNTY OF CITRUS

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

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

2. I am the Vice President of Fossil/Hydro Operations Florida. This section is responsible for overall leadership and strategic direction of DEF's power generation fleet.

3. As the Vice President of Fossil/Hydro Operations Florida, I am responsible, along with the other members of the section, for strategic and tactical planning to operate and maintain DEF's non-nuclear generation fleet, generation fleet

project and additions recommendations, major maintenance programs, outage and project management, and retirement of generation facilities.

4. DEF is seeking confidential classification for portions of my direct testimony, specifically information on pages 5, 6, and 7, and Exhibit No. ___(JS-1) to my direct testimony filed on August 4, 2015 in this docket. The confidential information at issue is contained in confidential Exhibit A to DEF's Request and is outlined in DEF's Justification Matrix that is attached to DEF's Request as Exhibit C. DEF is requesting confidential classification of this information because it contains sensitive business information, the disclosure of which would impair the Company's competitive business interests and efforts to contract for goods or services on favorable terms.

5. The confidential information at issue relates to DEF's Root Cause Analysis Report for the Hines PB2 HP Steam Turbine Event. DEF's rights and claims under its insurance policies covering Hines 2 have been subrogated to its insurers. DEF has maintained the confidentiality of the information at issue in order to protect those subrogated rights and therefore DEF's and its insurers' competitive business interests. DEF has not publicly disclosed the detailed findings contained in the Root Cause Analysis report. Without DEF's measures to maintain the confidentiality of this sensitive business information, the value of the subrogated rights and claims would be undermined.

6. Additionally, the disclosure of confidential information in DEF's Root Cause Analysis, could adversely impact DEF's competitive business interests. If DEF cannot maintain the value of subrogated rights and claims on behalf of its insurers, DEF's

efforts to obtain insurance that provide economic value to both DEF and its ratepayers could be compromised.

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

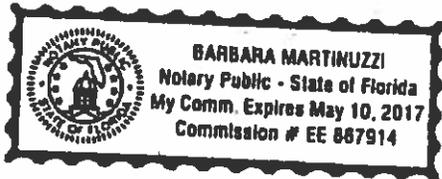
8. This concludes my affidavit.

Further affiant sayeth not.

Dated the 31 day of July, 2015.

JS Swartz
(Signature)
Jeffrey Swartz
Vice President
Fossil/Hydro Operations Florida
Duke Energy Florida, Inc.
South Region Office
Crystal River, FL

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 31 day of July, 2015 by Jeffrey Swartz. He is personally known to me, or has produced his _____ driver's license, or his _____ as identification.



(AFFIX NOTARIAL SEAL)

Barbara Martinuzzi
(Signature)
Barbara Martinuzzi
(Printed Name)
NOTARY PUBLIC, STATE OF FL
May 10, 2017
(Commission Expiration Date)
EE 867914
(Serial Number, If Any)