



July 1, 2020

VIA ELECTRONIC FILING

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

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

Dear Mr. Teitzman:

Please find enclosed for electronic filing on behalf of Duke Energy Florida, LLC ("DEF"), DEF's Tenth Request for Confidential Classification filed in connection with the information contained within the transcript for the deposition of Richard A. Polich, P.E. taken on June 12, 2020, which was provided with the Memorandum, dated June 17, 2020, from Suzanne S. Brownless, Special Counsel, Office of the General Counsel, to the Commission Clerk for filing in this docket on June 17, 2020.

This filing includes the following:

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

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

Mr. Adam Teitzman, Commission Clerk
Florida Public Service Commission
July 1, 2020
Page 2

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

Respectfully,

Shutts & Bowen LLP

/s/ Daniel Hernandez

Daniel Hernandez

Enclosures (as noted).

TPADOCS 23145627 1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO.: 20190140-EI

Submitted for Filing: July 1, 2020

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

Duke Energy Florida, LLC, (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Tenth Request for Confidential Classification (the “Request”) for certain information contained within the transcript for the deposition of Richard A. Polich, P.E. taken on June 12, 2020 (the “Deposition Transcript”), which was provided with the Memorandum, dated June 17, 2020, from Suzanne S. Brownless, Special Counsel, Office of the General Counsel, to the Commission Clerk for filing in this docket on June 17, 2020. In support of this Request, DEF states:

1. The information contained within the Deposition Transcript is “proprietary confidential business information” under Section 366.093(3), Florida Statutes.
2. The following exhibits are included with this Request:
 - (a) Sealed **Exhibit A** is a package containing an unredacted copy of the Deposition Transcript for which DEF seeks confidential treatment. **Exhibit A** is being submitted separately in sealed envelopes labeled “CONFIDENTIAL.” In the unredacted copy, the information asserted to be confidential is highlighted in yellow. Also in the unredacted copy, the

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

(b) **Composite Exhibit B** is two copies of the redacted information contained within the Deposition Transcript, for which the Company requests confidential classification. The specific information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) **Exhibit C** is a table which identifies, by the page and/or line, the information contained within the Deposition Transcript, the information for which DEF seeks confidential classification, and the specific statutory bases for seeking confidential treatment.

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

3. As indicated in **Exhibit C**, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information contained within the Deposition Transcript describes, concerns, or relates to commercially sensitive confidential information concerning contractual business information and obligations under a contract between DEF, ADP CR3, LLC and ADP SF1, LLC for decommissioning activities related to the accelerated decommissioning of the DEF Crystal River Unit 3 Nuclear Plant (the “CR3 Facility”), the disclosure of which would not only impair the Company’s competitive business advantages but would also violate contractual requirements. DEF is obligated to maintain the confidentiality of this information under the subject contract, and therefore it qualifies for confidential classification. *See* §§

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

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

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

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

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

DATED this 1st day of July, 2020.

Respectfully submitted,

/s/ Daniel Hernandez

DANIEL HERNANDEZ

Florida Bar No. 176834

MELANIE SENOSIAIN

Florida Bar No. 118904

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

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail this 1st day of July, 2020, to all parties of record as indicated below.

/s/ Daniel Hernandez

Attorney

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

Exhibit A

“CONFIDENTIAL”

(submitted under separate cover)

Exhibit B

REDACTED

(two copies)

1 A Yes.

2 Q And how did you obtain this particular
3 iteration, the January 2017 iteration, of this
4 document, which is Exhibit 6?

5 A Through a Google search.

6 Q And is there any reason why you didn't rely
7 upon the most recent iteration for purposes of your
8 testimony?

9 A The most recent one has not been officially
10 adopted.

11 Q Did you rely upon Exhibit 6, the 2017
12 iteration, for your testimony?

13 A It was a reference piece that I used in
14 performing some of my assessment.

15 Q Can you tell us what portions of your
16 assessment you relied upon Exhibit 6 for?

17 A It was in reference to goodwill and
18 intangible assessments on NorthStar's balance sheets.

19

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21 Do you see that?

22 A Yes, I do.

23 Q And can you tell us generally what this is?

24 A This is a document that talks about how
25 interactions between related parties work and what can

1 And again, Exhibit No. 2 consists of the work papers
2 and RAP-7; is that correct?

3 A That is correct.

4 Q So these are documents -- this exhibit
5 reflects calculations and information that you gathered
6 and have reflected on this document, correct?

7 A Yes. It also is based upon supporting
8 documentation that was provided by Duke Energy in
9 regards to [REDACTED] and the DSA.

10 Q But nowhere on Exhibit 2 does it say that
11 none of the enhancements you've recommended would not
12 cause a detriment to the finances of the project or the
13 entities involved, does it?

14 A Actually, Exhibit No. 2, Bates No. 004 shows
15 how the enhancements we're talking about would be --
16 would have a positive impact on the project.

17 Q And this reflects -- Bates No. 004, this
18 reflects a calculation or an assessment that you
19 performed, correct?

20 A That is correct.

21 Q I'm going to move on. If the commission
22 insists that your recommended enhancements be
23 incorporated into the DSA and as a consequence of this
24 Duke and ADP are forced to renegotiate the DSA and ADP
25 elects to withdraw from the DSA, wouldn't that be

1 recommended enhancement; is that correct?

2 A It is part of what supports my recommended
 3 enhancement. My recommended enhancement also
 4 incorporates the knowledge of how this deal is
 5 structured and what the potential detrimental effects
 6 could be if the project does not proceed as intended in
 7 the DSA.

8 Q Yes, sir, and we'll get to those issues. My
 9 focus right now is just particular documents and which
 10 one of those support this first recommended
 11 enhancement, and you've identified the one and the one
 12 element of that order. I'm just trying to find out if
 13 there is anything else within any of the documents.

14 A The other documents that support this
 15 enhancement are the [REDACTED]

16 Q Okay.

17 [REDACTED]
 18 [REDACTED]

19 Q Okay. Anything else?

20 A Not at this time.

21 Q Let's talk about the risk here. What
 22 potential risk associated with the decommissioning of
 23 CR3 would this particular enhancement mitigate, your
 24 first recommended enhancement?

25 A This recommended enhancement is in terms of

1 calling on the parents of the ADP consortium to provide
2 funding to ADP to complete the decommissioning.

3 Q Okay. Let's move on to your second
4 recommended enhancement and that appears on page 8.
5 And your second recommended enhancement is that the
6 parent companies of ADP maintain a minimum of cash or
7 cash equivalent assets in the amount of at least
8 105,000,000 to support the parental support agreement;
9 is that correct?

10 A That's correct.

11 Q Is this recommended enhancement supported by
12 any of the documents that you relied upon for your
13 testimony?

14 A Yes, they are.

15 Q Can you identify which ones in particular,
16 please?

17 A Those documents are the [REDACTED]
18 that were provided by Duke Energy.

19 Q Anything besides the [REDACTED]

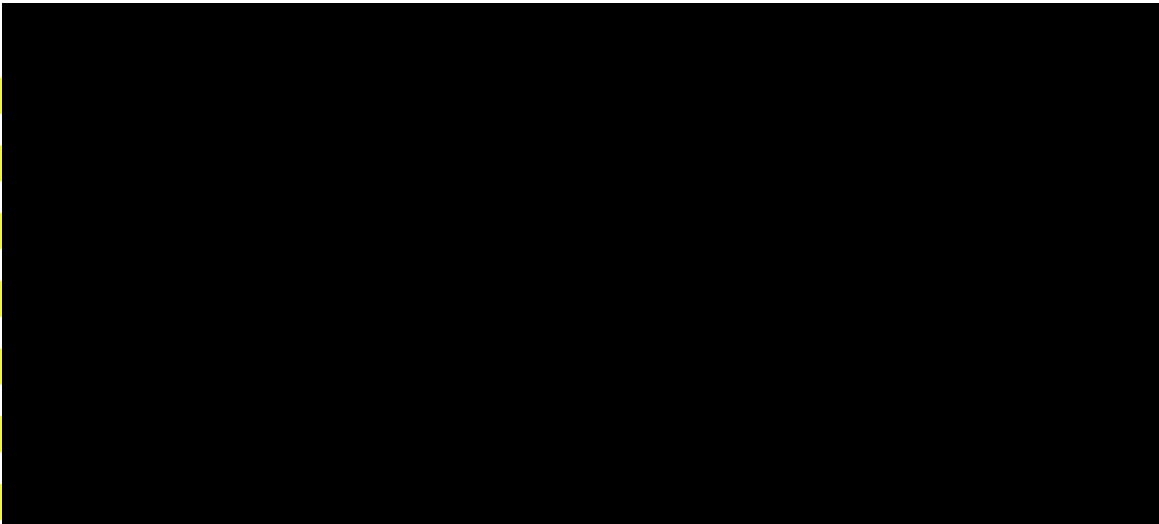
20 A No.

21 Q Can you tell us what potential risk
22 associated with the decommissioning of CR3 would this
23 recommended enhancement mitigate?

24 A The corporate structure -- and I discuss this
25 in my testimony. The corporate structure of the ADP

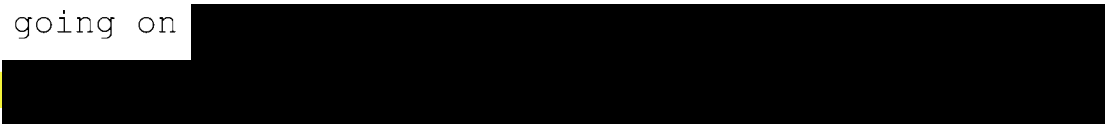
1 consortium, the two parent companies, which are Orano
2 and NorthStar -- Orano is a well-capitalized entity of
3 which has minimal risk of not being able to support the
4 parental support agreement.

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13 Without that covenant, if the project gets in
14 financial trouble -- and again, with the other
15 enhancements that we're talking about in terms of
16 frequency of reporting of information to Duke as well
17 in Recommendation 4, as well as Recommendation 5, it
18 could be sometime before anybody knows what's really
19 going on

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21 Q Okay. And if the commission requires that
22 this recommended enhancement be made part of the DSA
23 and the ADP parties refuse to agree to do so, would it
24 be your recommendation that the commission not approve
25 the DSA on that basis?

1 potential risks associated with the DSA, would you?

2 A No, there will still be risk.

3 Q With an agreement of this magnitude, there
4 probably will always be some potential risks, wouldn't
5 there?

6 A Yes.

7 Q Did you assess

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10 A Both.

11 Q You said both?

12 A Yes.

13 Q Can you explain first of all why you used
14 both forms of assessment with respect to

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8 Q Does the DSA contemplate liquidation in any
9 form?

10 A No, it does not. The DSA assumes the project
11 goes forward as expected.

12 Q Is there anything within the documents that
13 you relied upon for your testimony in this case that
14 would support your use of 

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16 A It's an appropriate way of assessing it.
17 Duke themselves assessed NorthStar's potential to
18 perform this project as well as what the risk would be
19 if the project did not occur in the fashion that it's
20 envisioned to occur. It's prudent financial practice
21 to assess that risk.

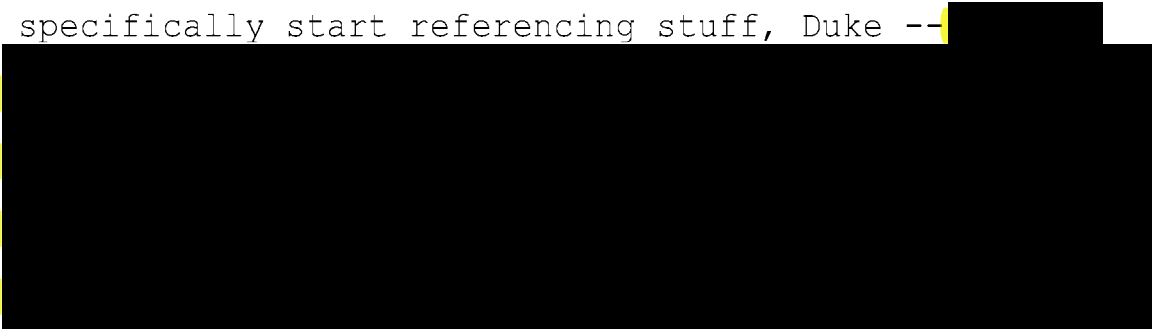
22 Q When you say it's prudent financial practice,
23 what are you relying upon for that statement?

24 A Years and years of experience.

25 Q What experience?

1 A In project risk. If you want me to
2 specifically start referencing stuff, Duke --

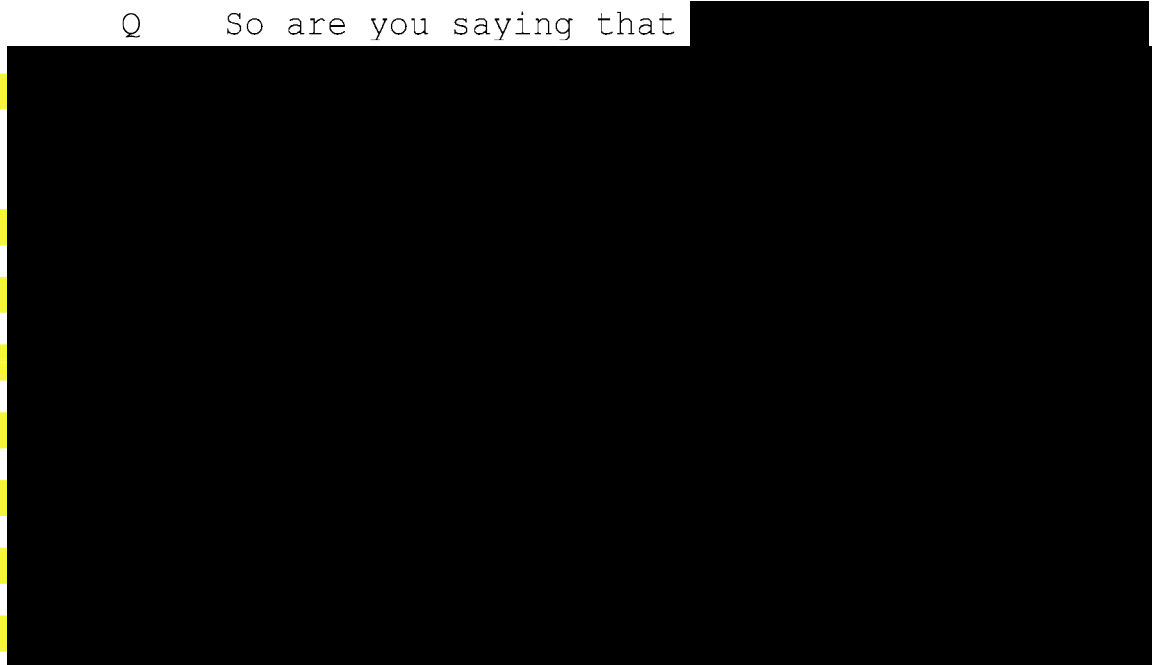
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7 That was a prudent thing to do, and we have
8 performed that same level of analysis.

9 Q So are you saying that

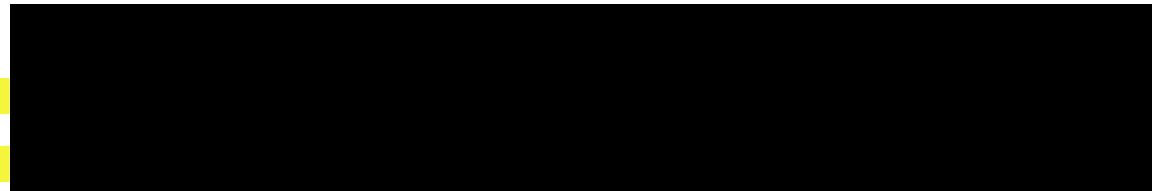
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19 (Technical interruption to the witness'
20 video.)

21 BY MR. HERNANDEZ:

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25 A You're missing the point here.



1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 Q I want you to turn back to page 21 of your
7 testimony please and that is page --

8 A You're going to have to give me the actual
9 page numbers of my testimony because I have forgot to
10 bring my charger in here and my computer died.

11 Q Yes, sir. It's actually -- your actual page
12 is page 21 and the Bates number is 25.

13 A Okay. Thank you.

14 Q And I'm going to ask you to look at your
15 testimony beginning on line 10. [REDACTED]

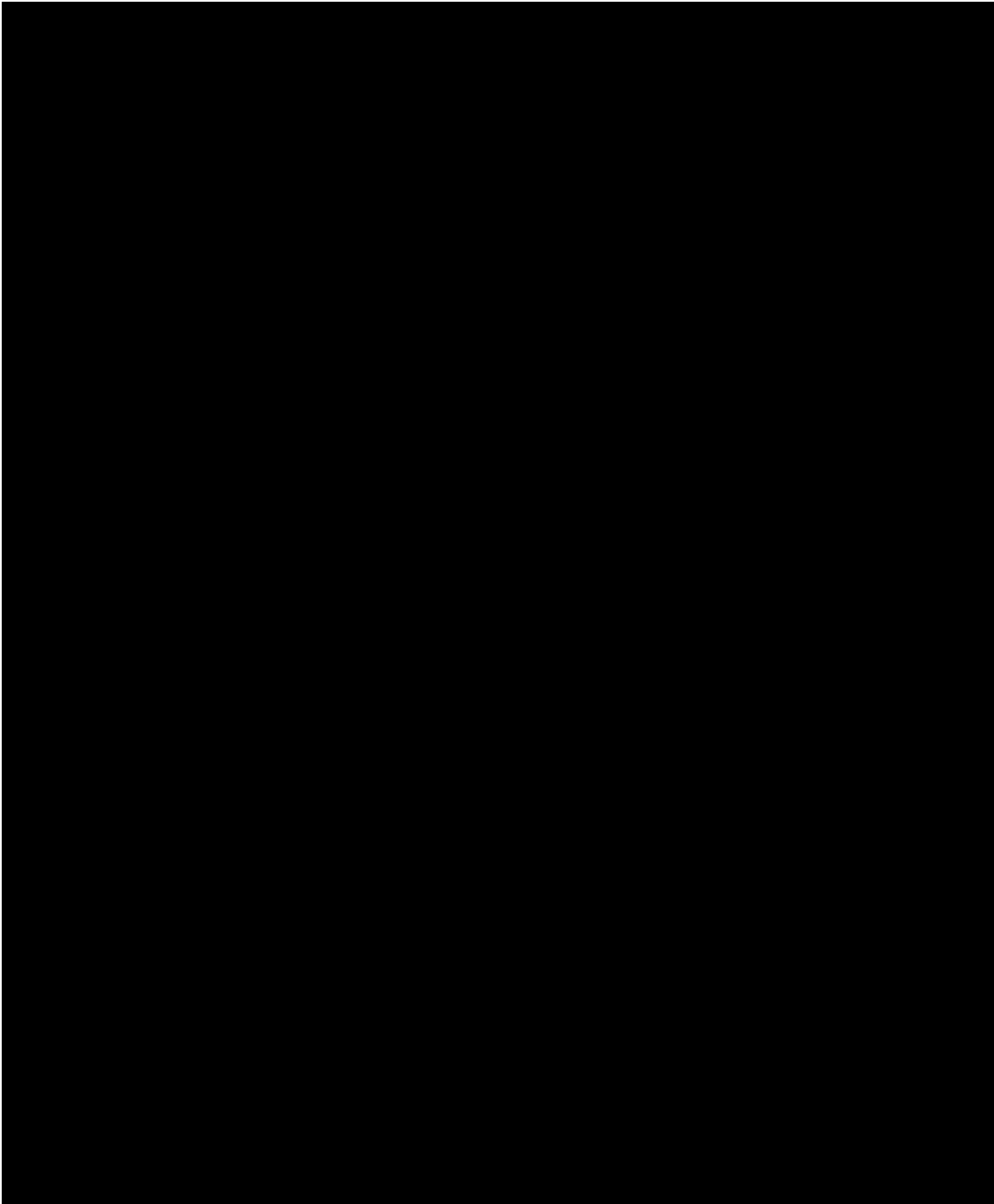
16 [REDACTED]
17 [REDACTED]

18 Is that accurate?

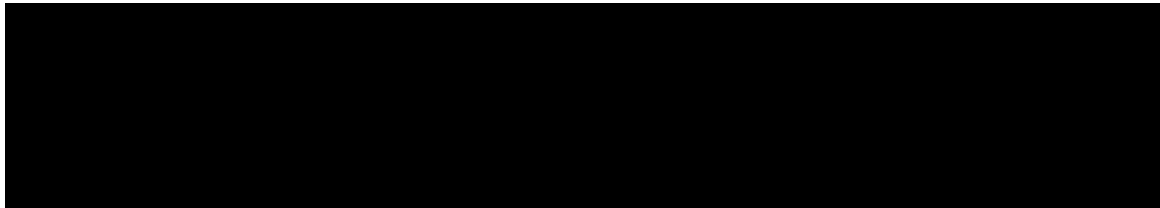
19 A Yes.

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

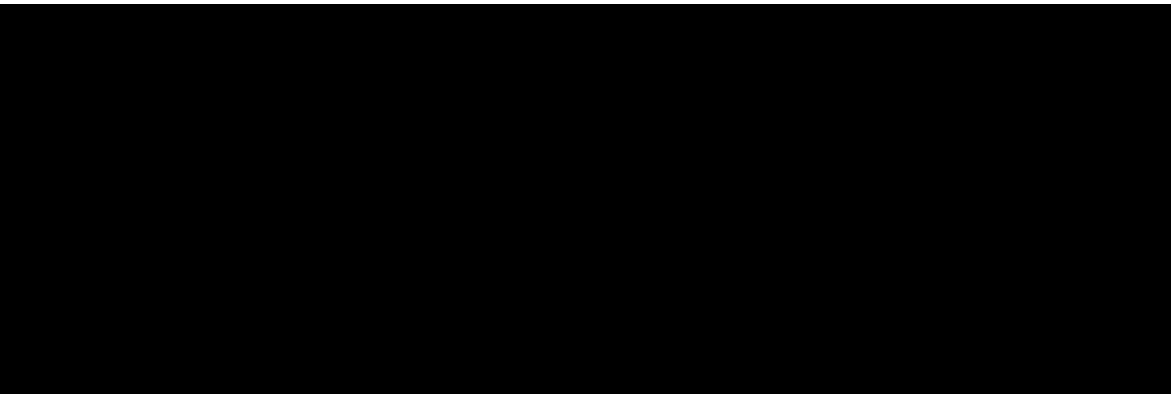
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Could you explain that to me again, please?

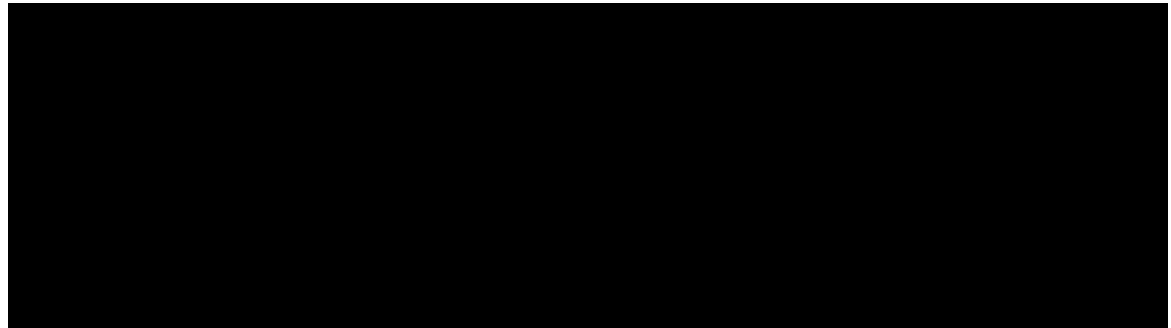


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Is that what you're saying?

A That's not what I'm saying. I'm saying that

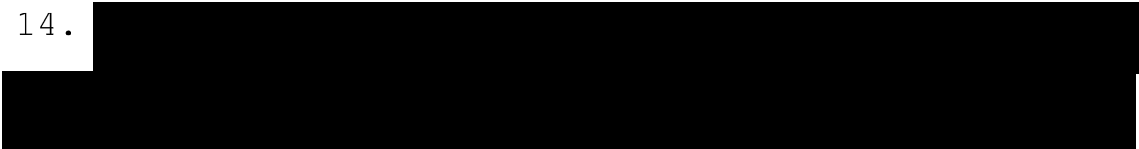


Q But that doesn't have anything to do with --
I'm sorry. I apologize. Please go on.

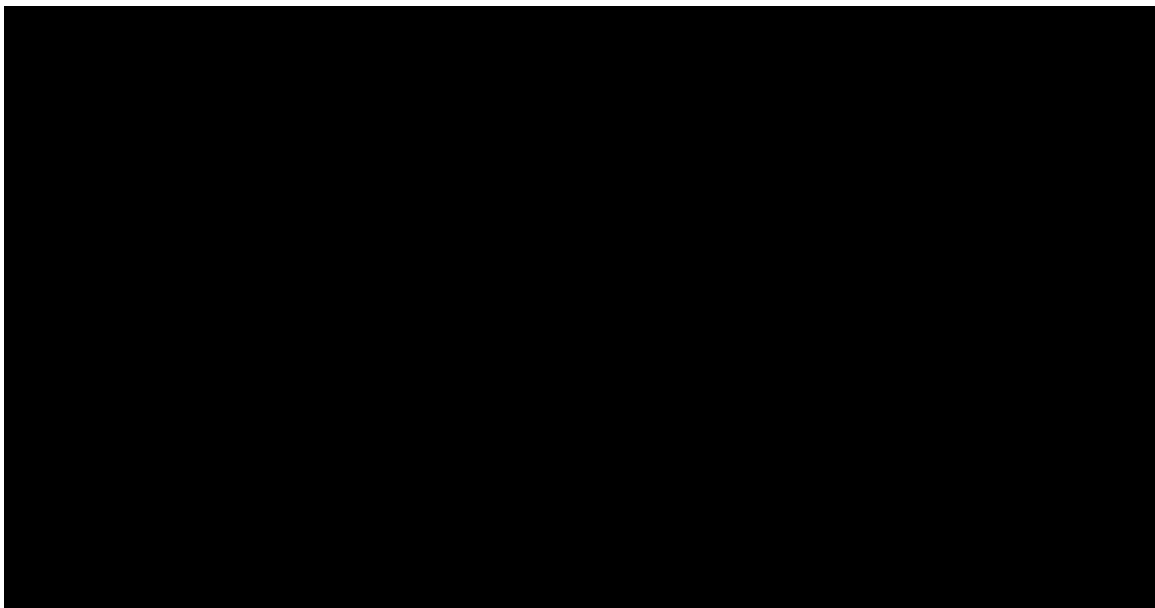
A As I mentioned in terms of Vermont Yankee,
you have the additional encumbrance that you have to
meet the terms and conditions associated with their
ability to withdraw from the ADP funds.

Q Okay. I'm not sure I understand your
response but I appreciate you bearing with me.

I want to turn your attention now to page 21.
We're still on page 21 and we're on lines 13 through
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Q What did that note indicate?

A If you turn to my Exhibit RAP-6, page 158, I'm not certain what the Bates number is. This page is a continuation of Footnote 2 and there is a paragraph there that talks about [REDACTED] and that is what I'm referring to.

Q Let me make sure I'm at the correct place. You said page 158?

A Yes, my page 158.

Q Is that the Bates number down at the bottom?

A The Bates -- well, again, I don't have the electronic version in front of me right now. It's page 158 of my Exhibit No. 6.

Q Let me see if I can find it before we move on.

MR. REHWINKEL: This is the numbering

1 that's in the upper right hand under RAP-6.

2 MR. HERNANDEZ: Thanks, Charles. I
3 appreciate it.

4 MR. REHWINKEL: Sure.

5 BY MR. HERNANDEZ:

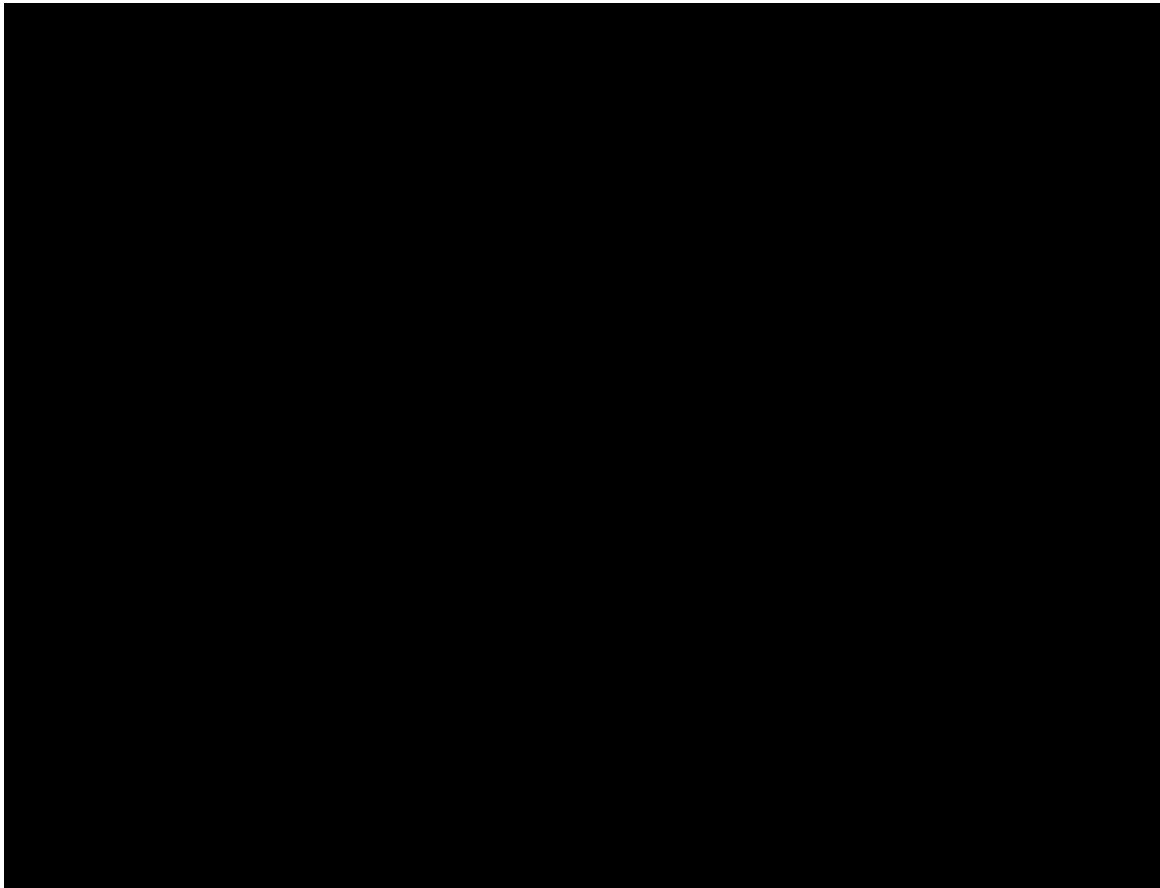
6 Q Mr. Polich, I'm at page 158 and can you tell
7 me -- can you direct me to the particular language
8 you're referencing?

9 A Halfway down the page you will see a section
10 called 

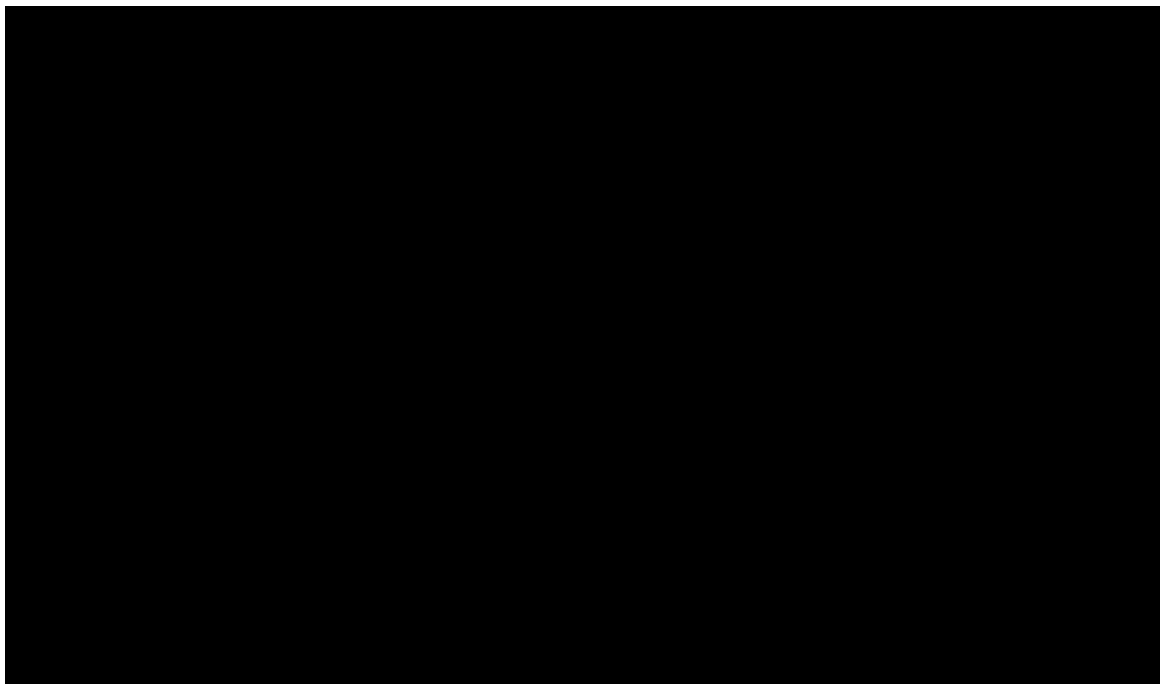
11 Q Yes.

12 A You go down through that particular section,

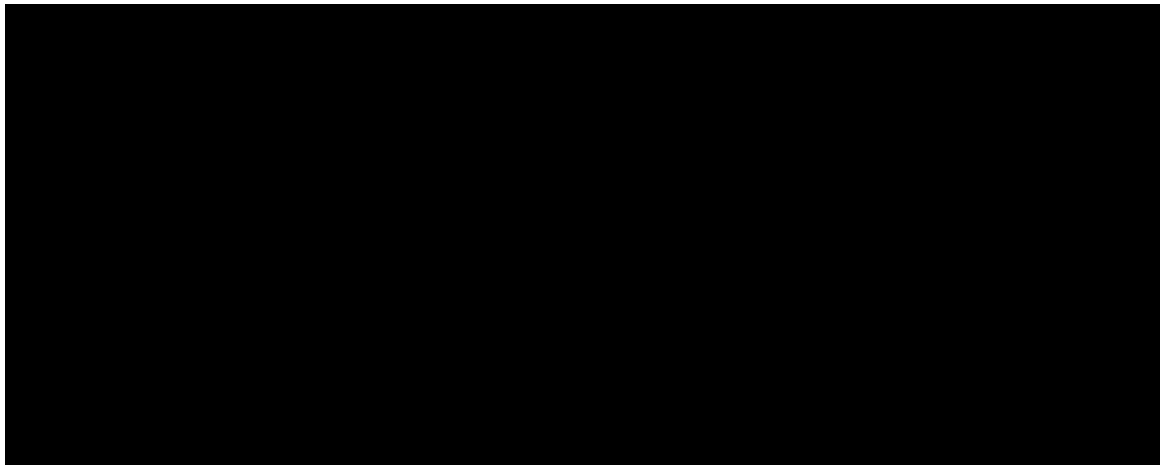
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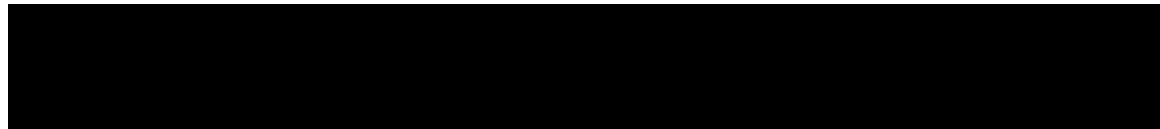
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A I didn't have access to that information.



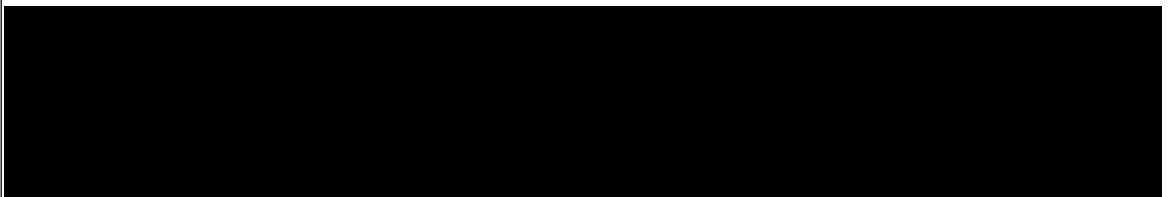
A No, I do not.



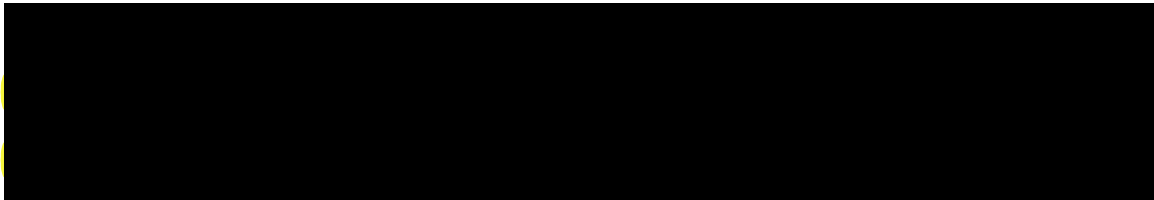
A All I have is the information that was taken,
the snapshot at the end of -- as of December 31, 2019,
because that was when those financials were prepared.



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A That is true and it's actually very probable.
Q Okay. But you do not know?
A Yes, I do not know.



A No, I am not saying that.
MR. HERNANDEZ: Mr. Polich, it's twelve
o'clock. If it's okay with you, we can take
a break for lunch and, madam court reporter,
we can go off the record.
(A lunch recess was held from 12:01 p.m.
to 12:41 p.m.)
(Ms. Pirrello left the deposition.)

BY MR. HERNANDEZ:

Q Mr. Polich, we are back from lunch and I want
to resume questions regarding your direct testimony.
Could you turn to page 21, which is Bates
page 25 of Exhibit 4, please.

A (Via video-teleconference) Okay.

Q I'm going to read a portion of your testimony
which begins on Line 15 of that page and then I'm going

1 to ask you a question about it.

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Can you explain that statement to me please,

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Mr. Polich?

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Q Which particular contract are we talking

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about?

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A You gave me a hypothetical and I gave you one

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back.

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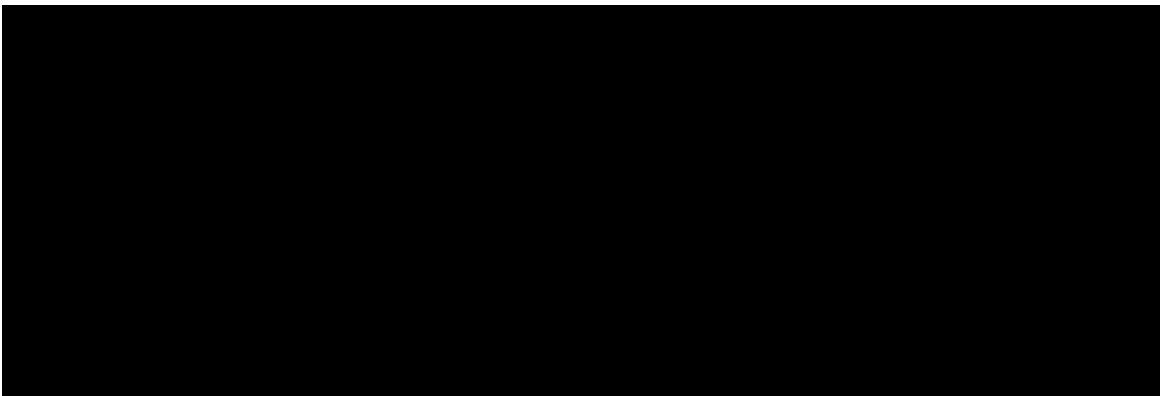
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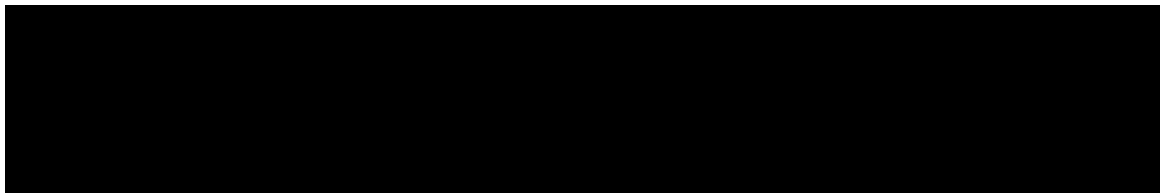
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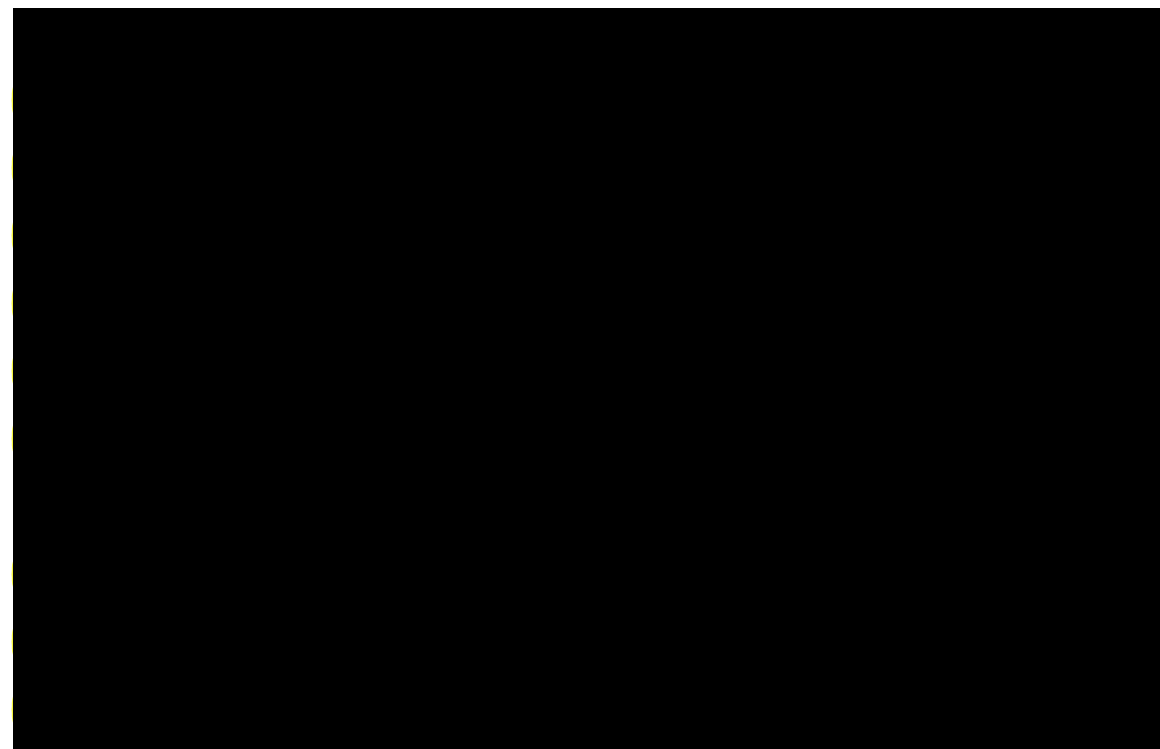
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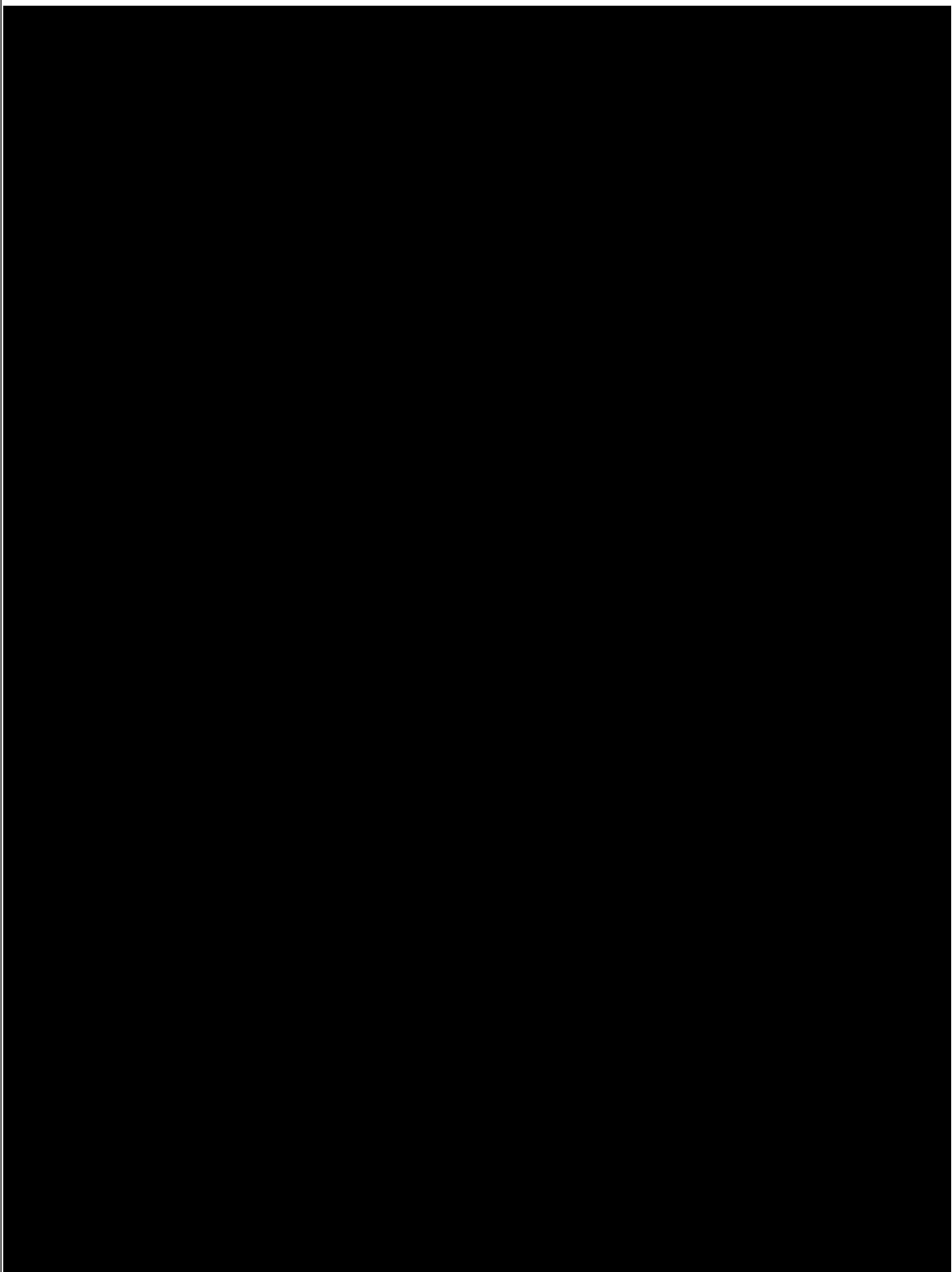
Q Are you relying upon a particular accounting principle for that statement?



Q So the answer is that you are not relying upon a particular accounting principle for that statement; is that correct?



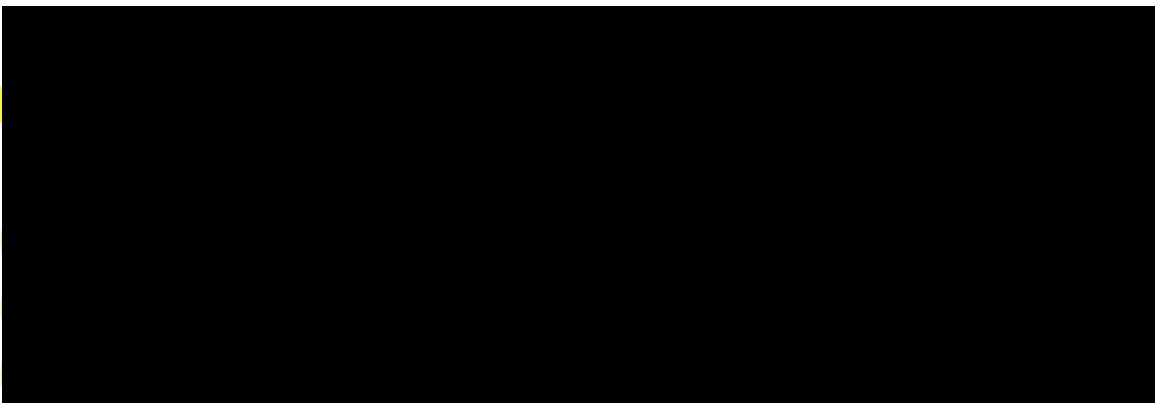
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Is that what you're saying?

A Yes.

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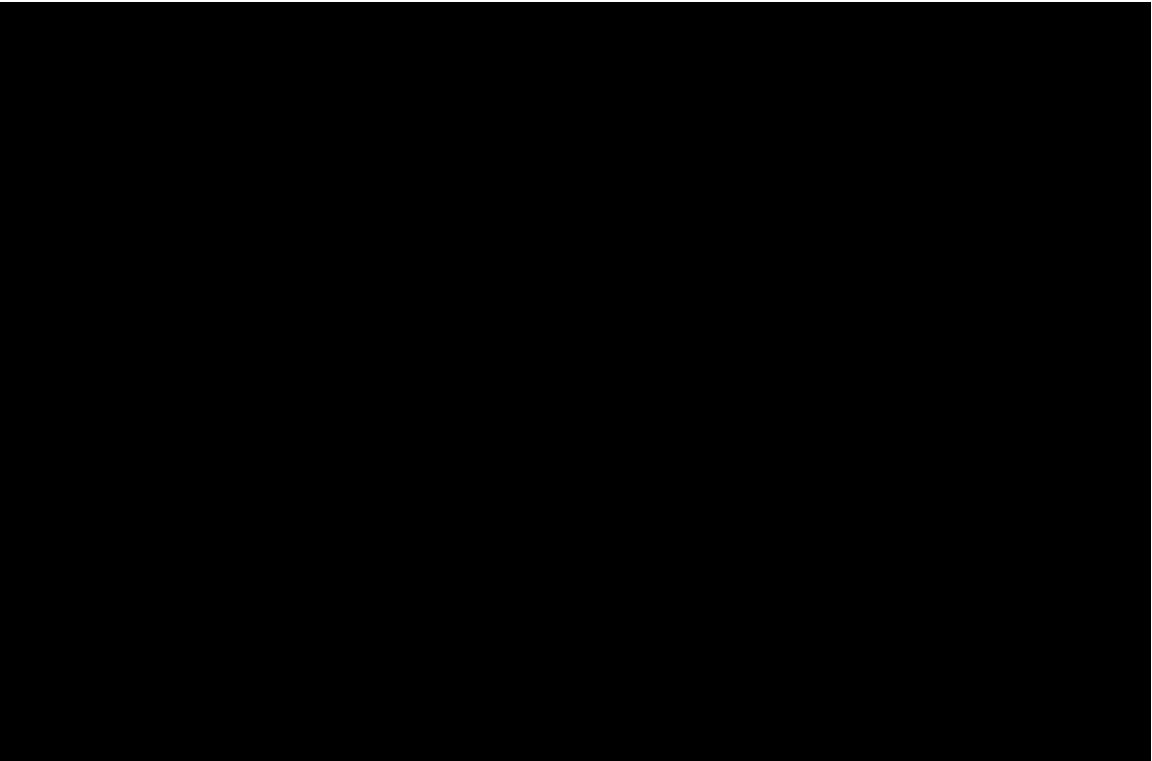
Q And what is the basis for your definition that you just gave me?

A Again, general accounting principles.

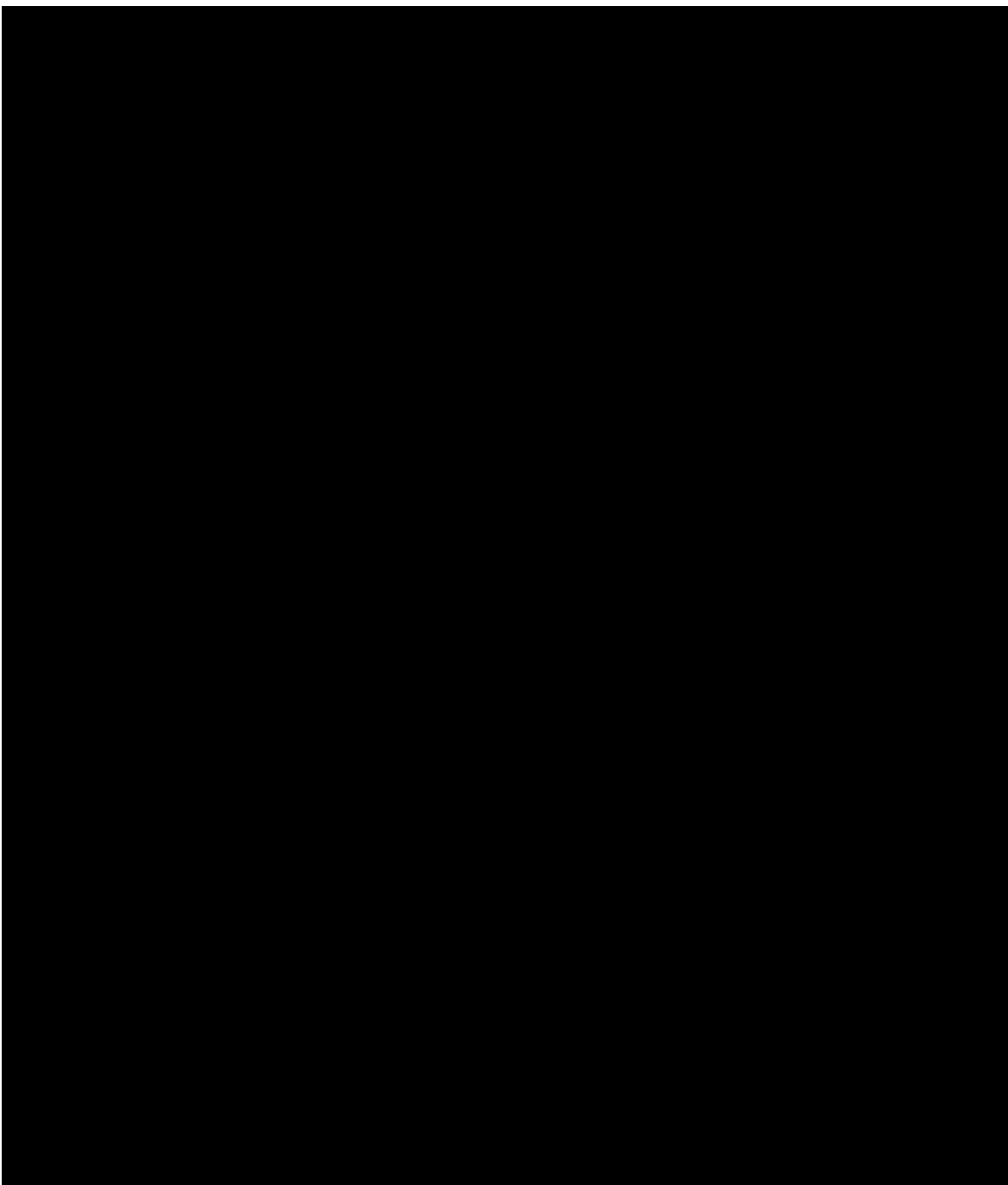
Q So you got this from GAAP?

A I didn't say that.

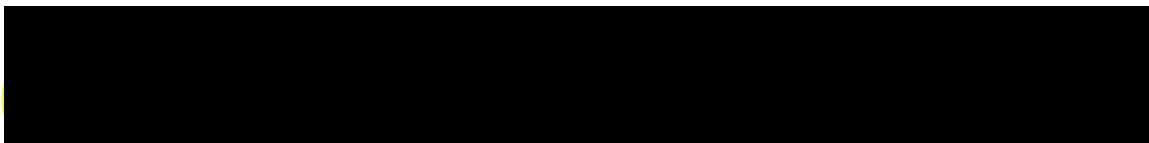
Q Okay. So it's just based on your knowledge of accounting generally? That's where you got that definition?



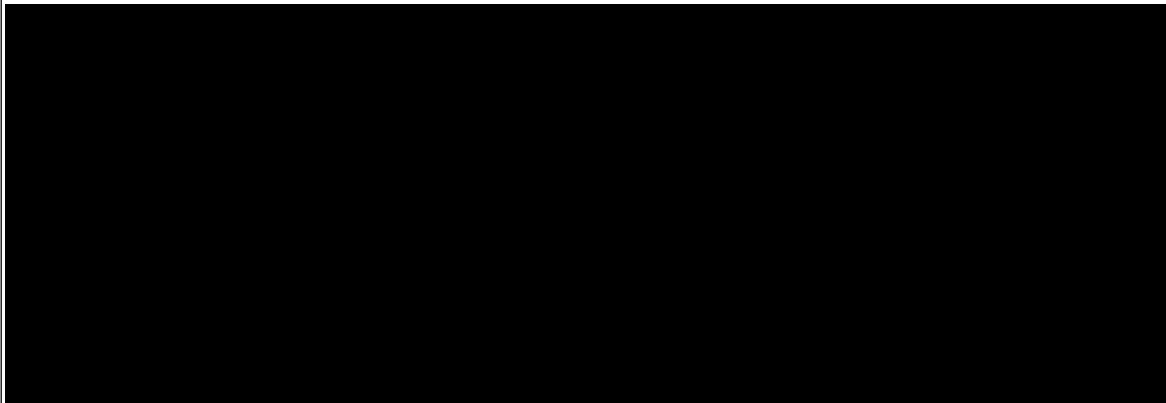
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Q I'm going to read from your testimony. I'm on page 25. This is Bates No. 29 and I'm on Line 9 of that page. You indicate -- this is your testimony.

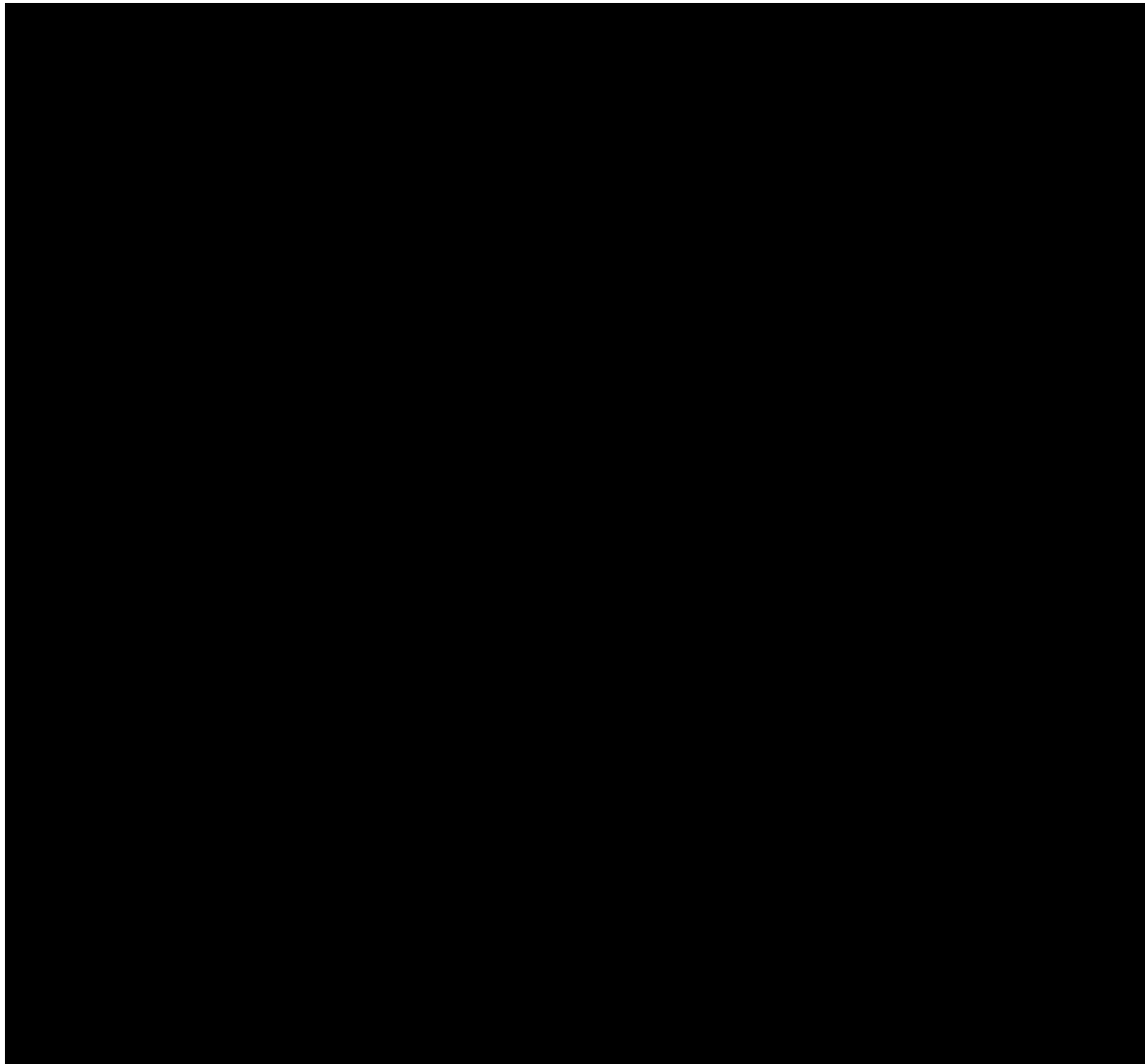


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Do you agree with that statement?

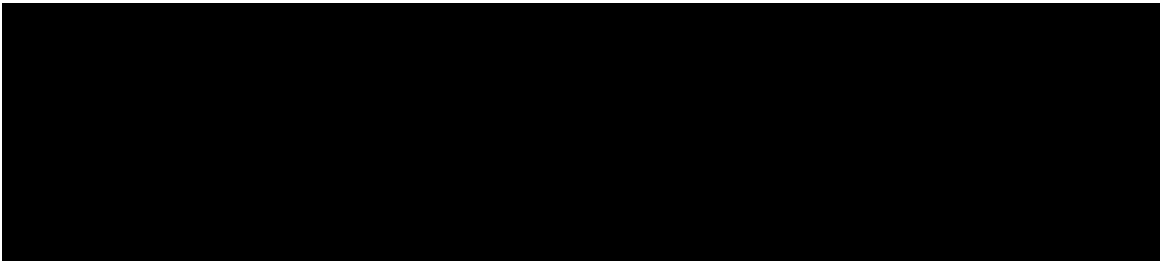
A That is what my testimony says.



Q Okay. Let's stay on page 21. I want you to

1 turn your attention to the statement that begins at
2 Line 21 and I'll read that.

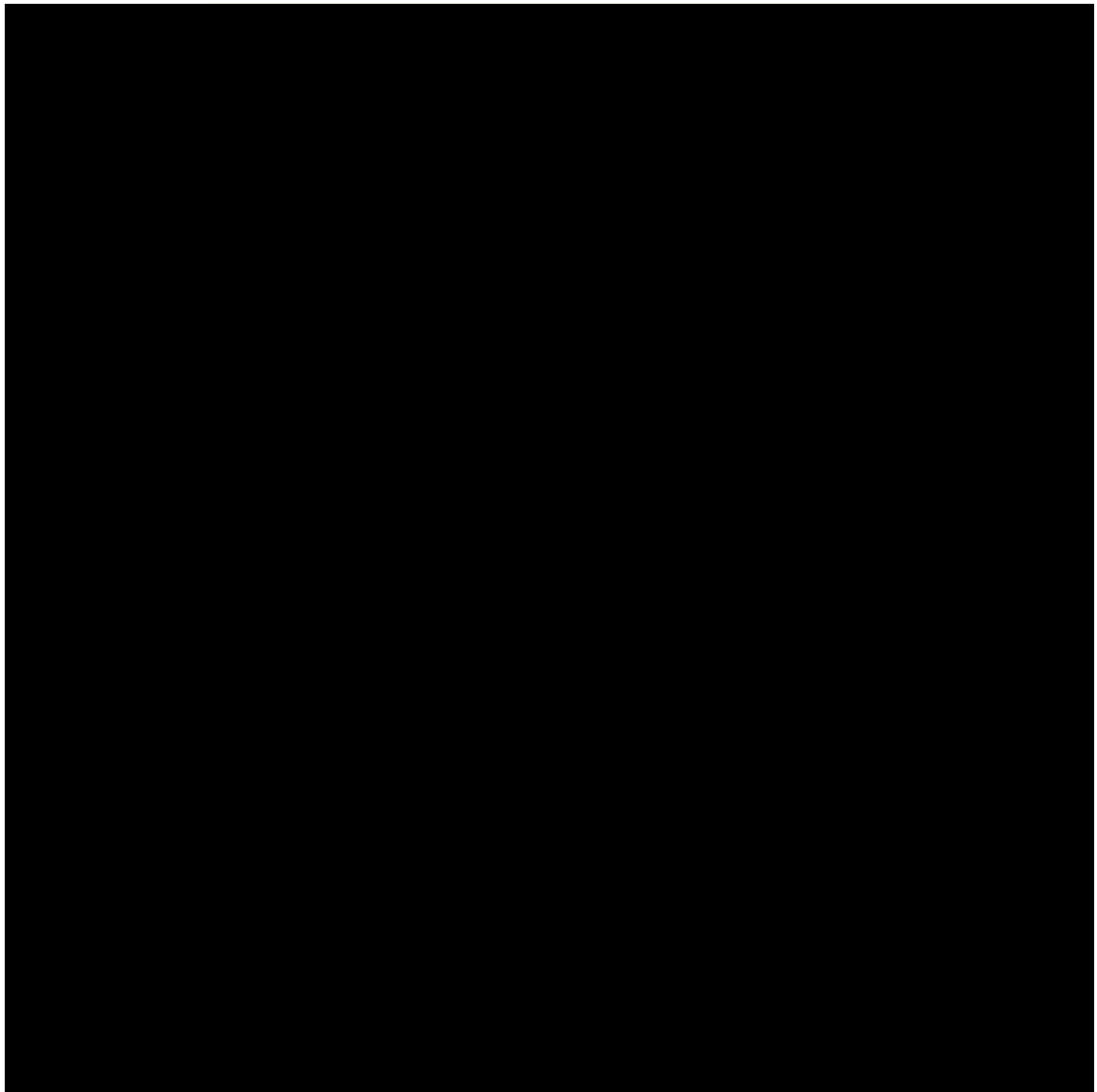
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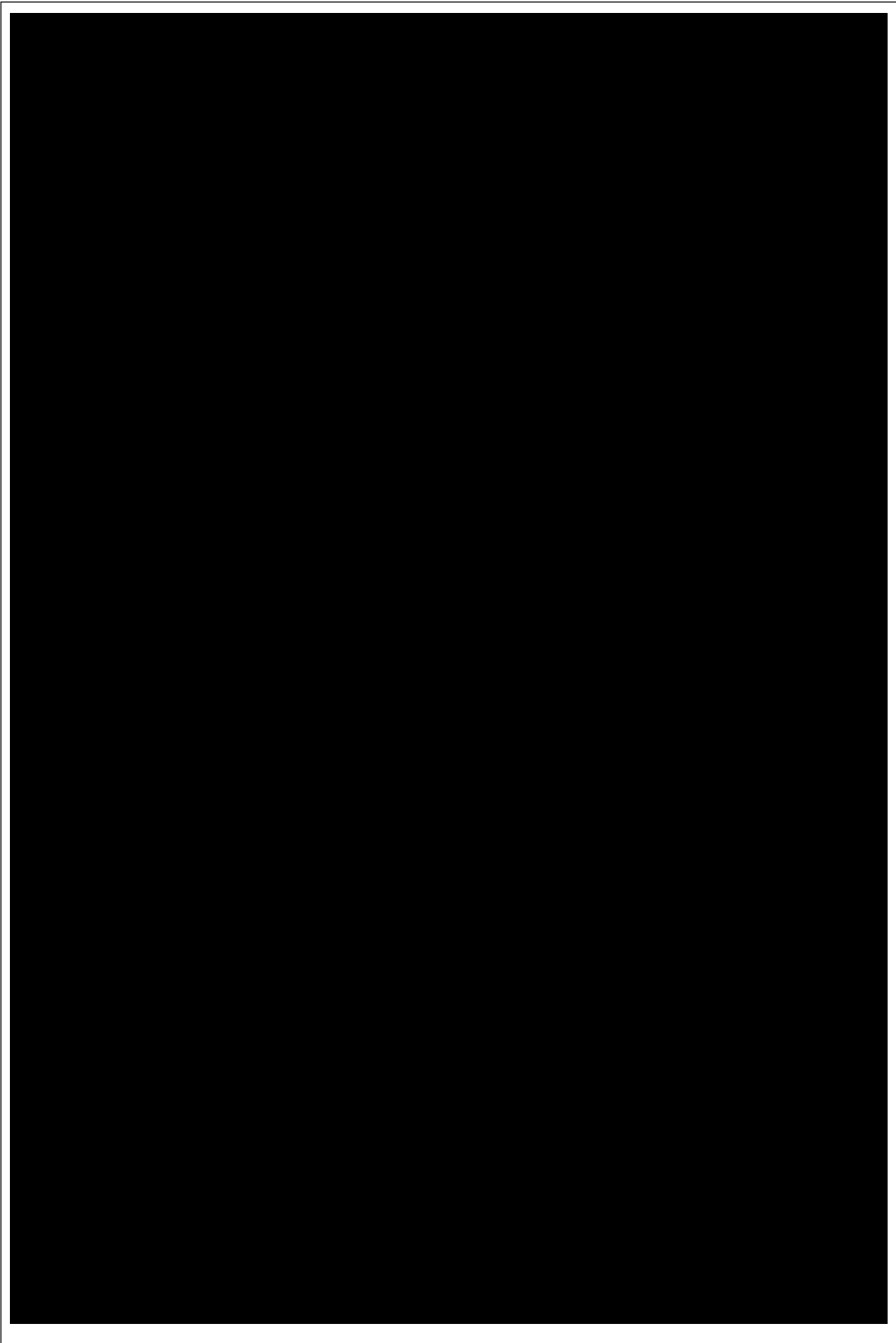
7 Did I read that accurately?

8 A Yes, you did.

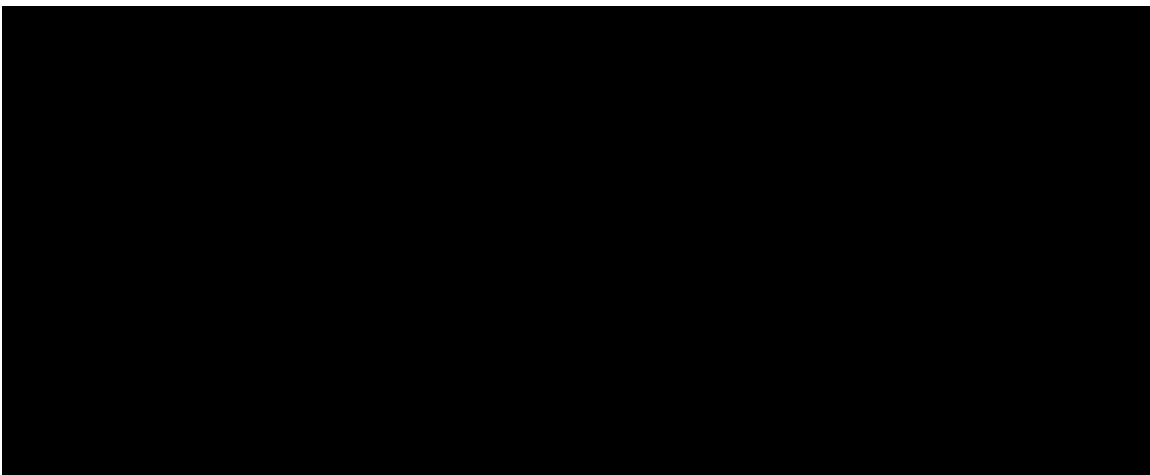
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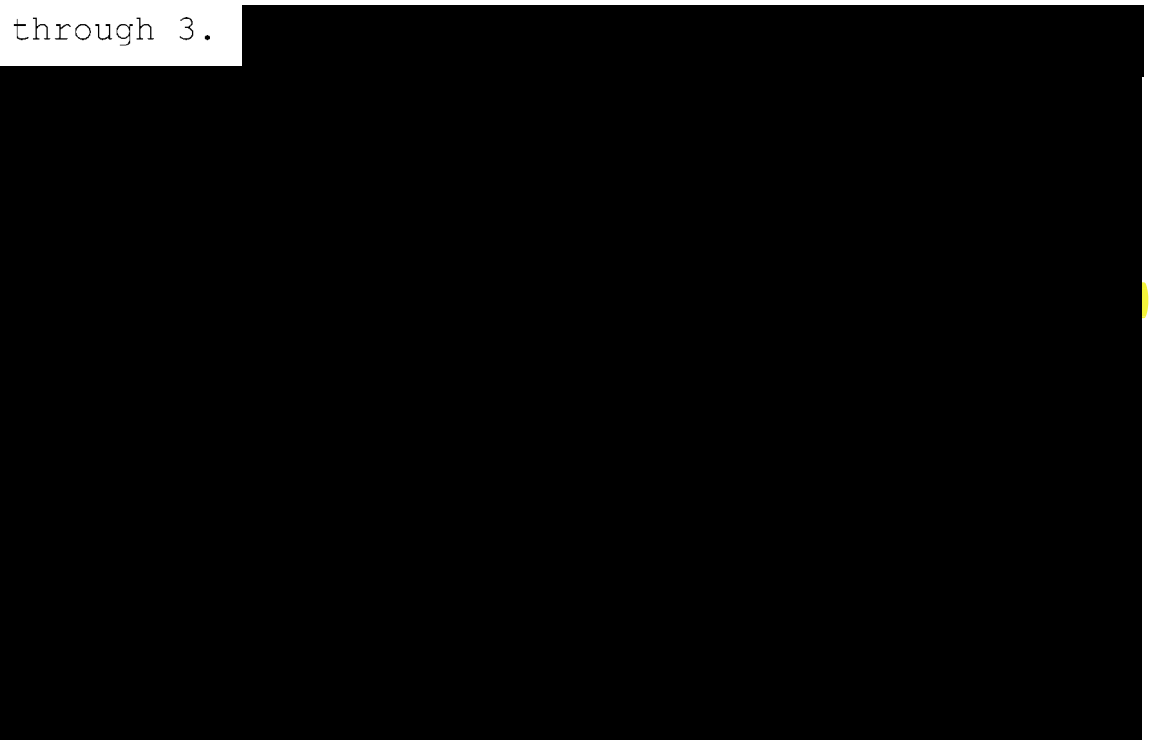
Q And you're speaking from your personal experience?

A Yes, when I was in the rates department at Consumers Energy.

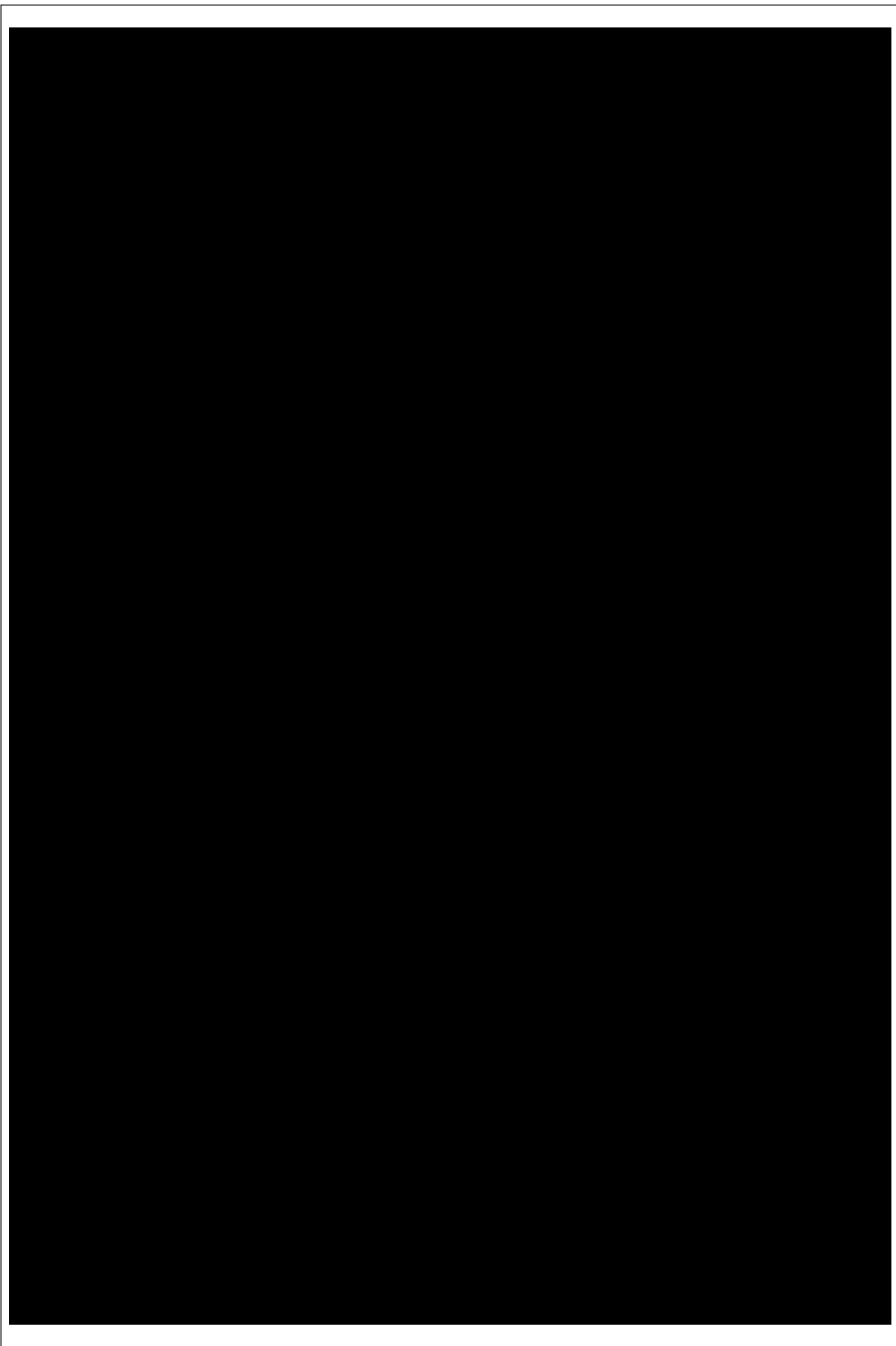
Q When was that?

A That was back in the '90s.

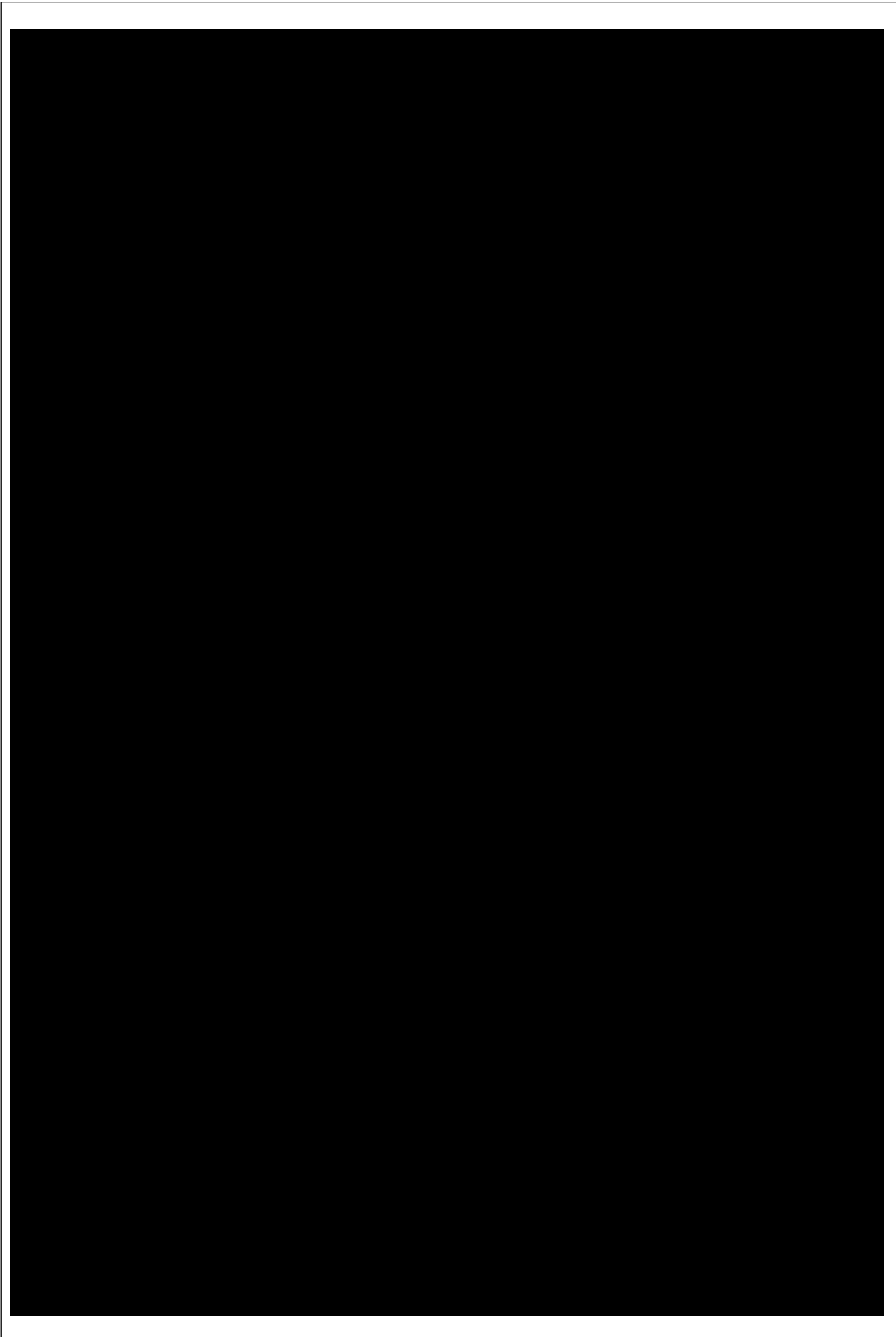
Q Let's turn to page 22, please, lines 1 through 3.



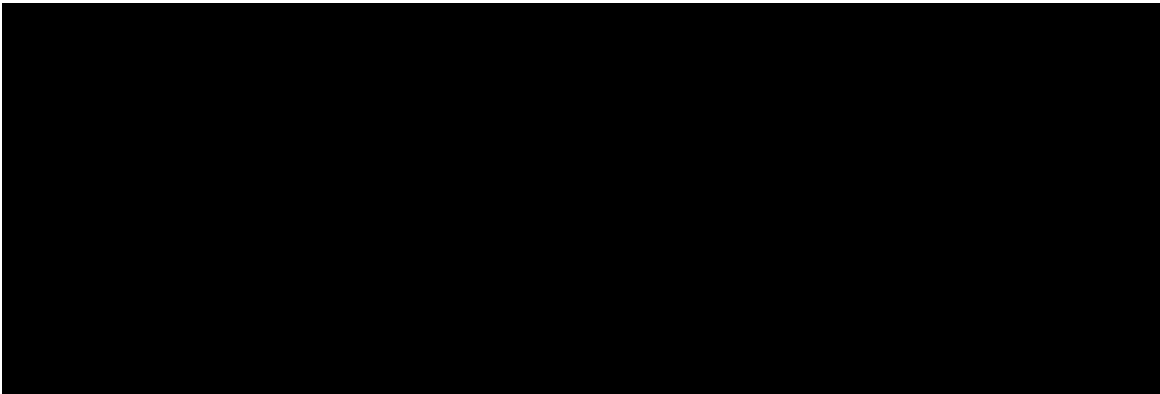
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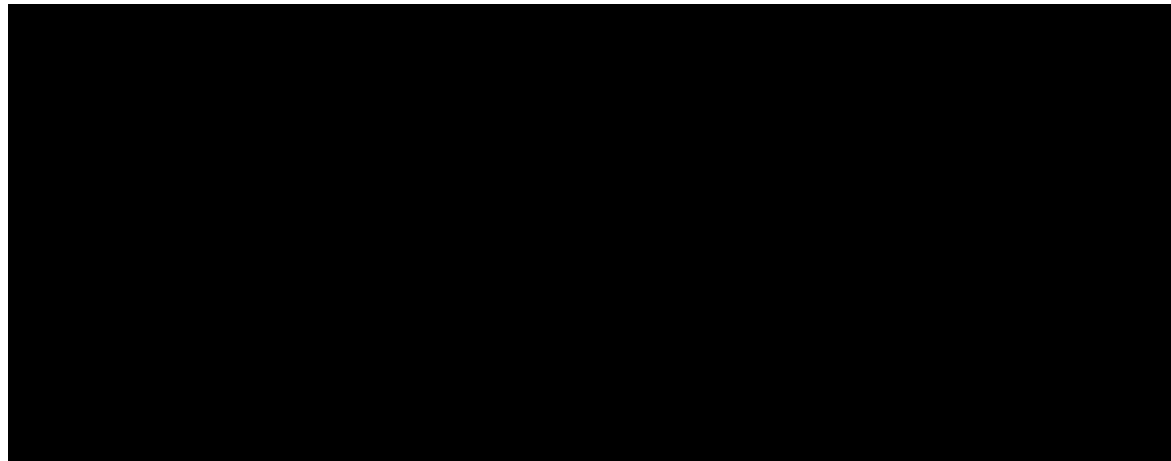


A I would like the court reporter to read back my statement because I do not believe I ever used the word 

MR. HERNANDEZ: Madam Court Reporter, can you read back Mr. Polich's -- I can't remember which -- how far back you have to go.

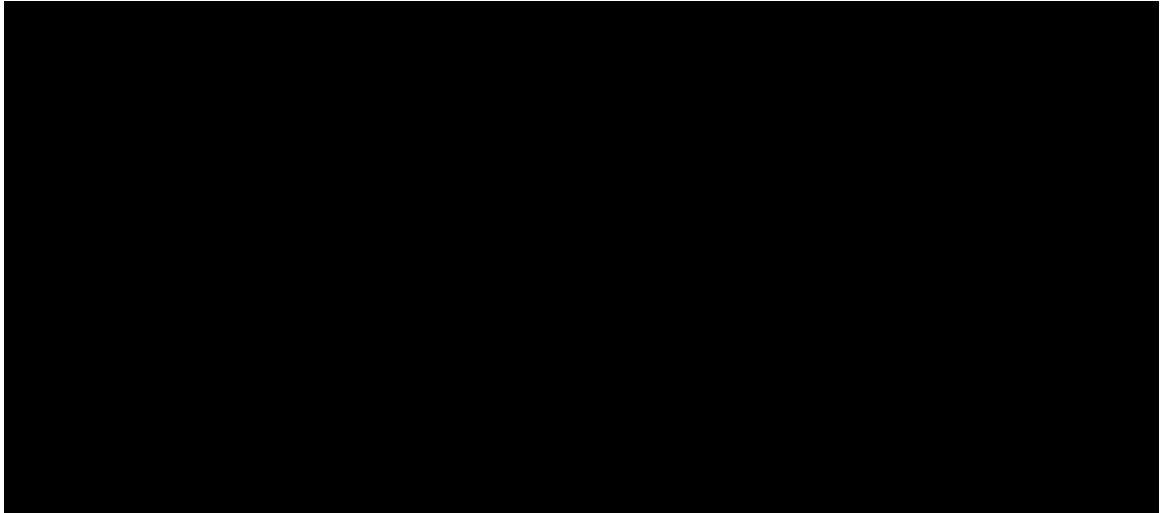
(The requested material was read back by the court reporter.)

BY MR. HERNANDEZ:

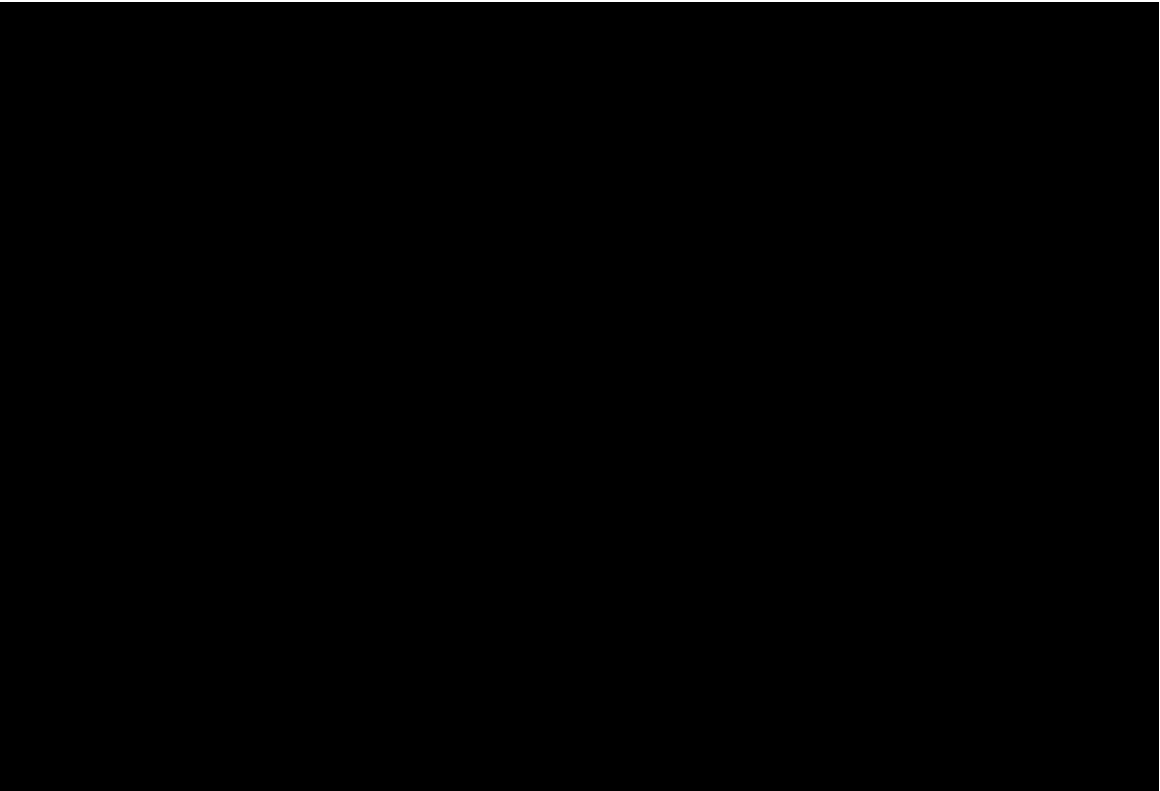


A I see what you're saying. Yes. Okay. I will rephrase that statement.


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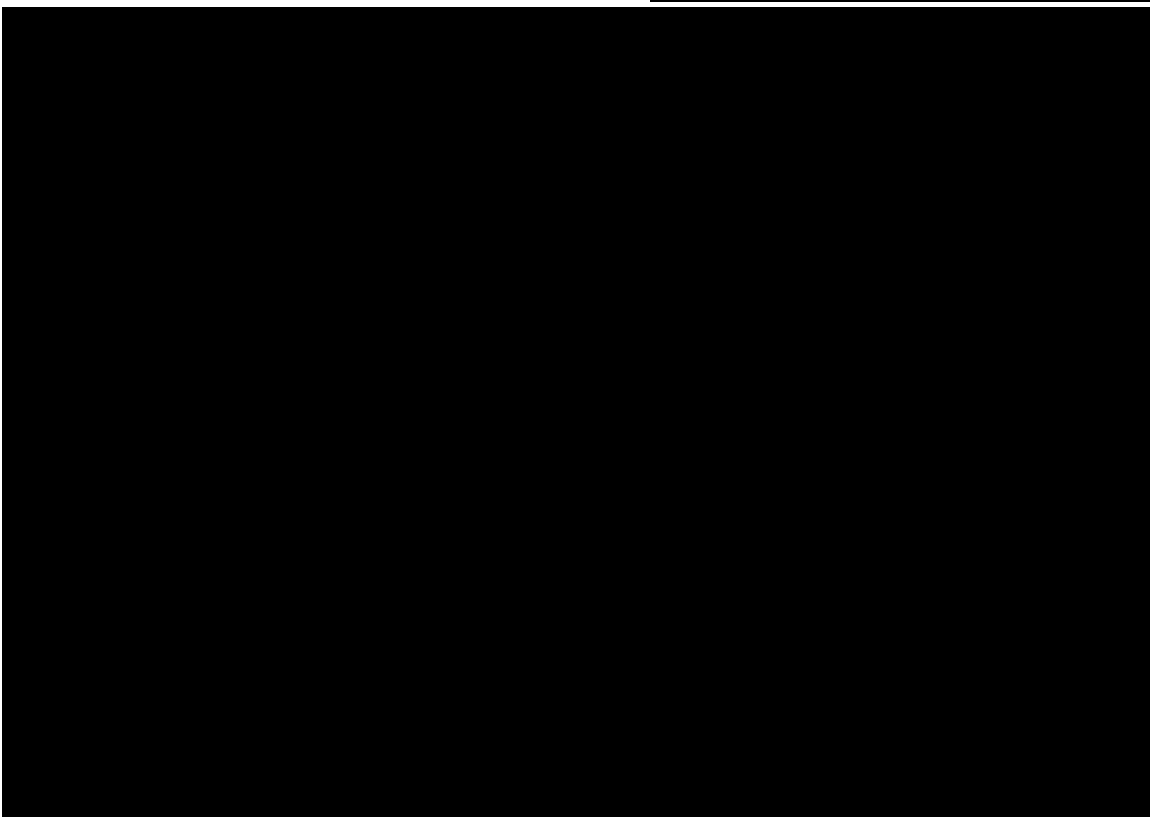
Q Okay. I understand your response now. I appreciate you providing that clarification, and I apologize for the confusion on my end.



A No, there is no evidence within the exhibits -- within my exhibits.

1 Q We're still on page 22, Mr. Polich, and could
2 you look at lines 4 through 8. 

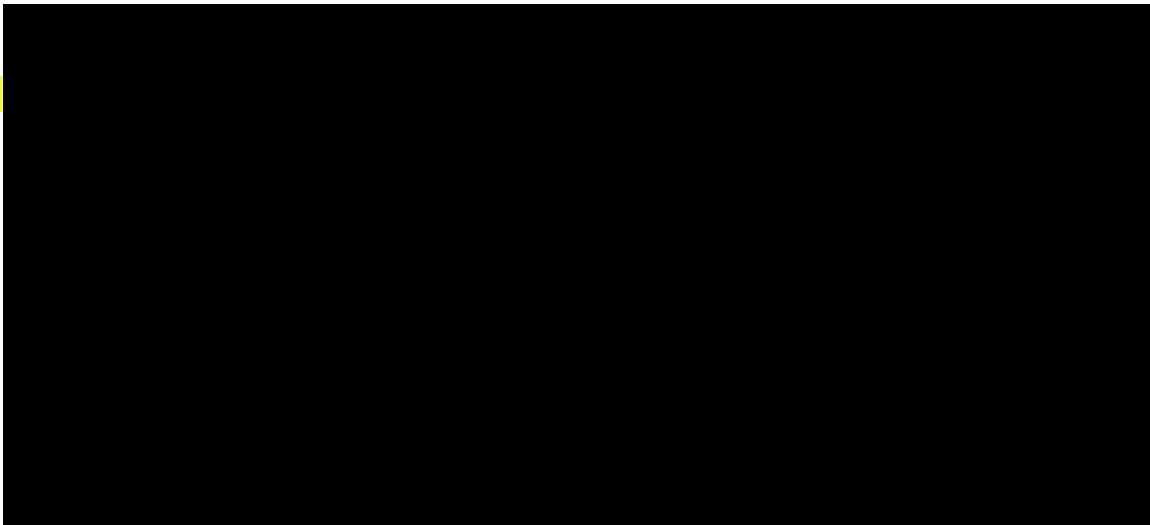
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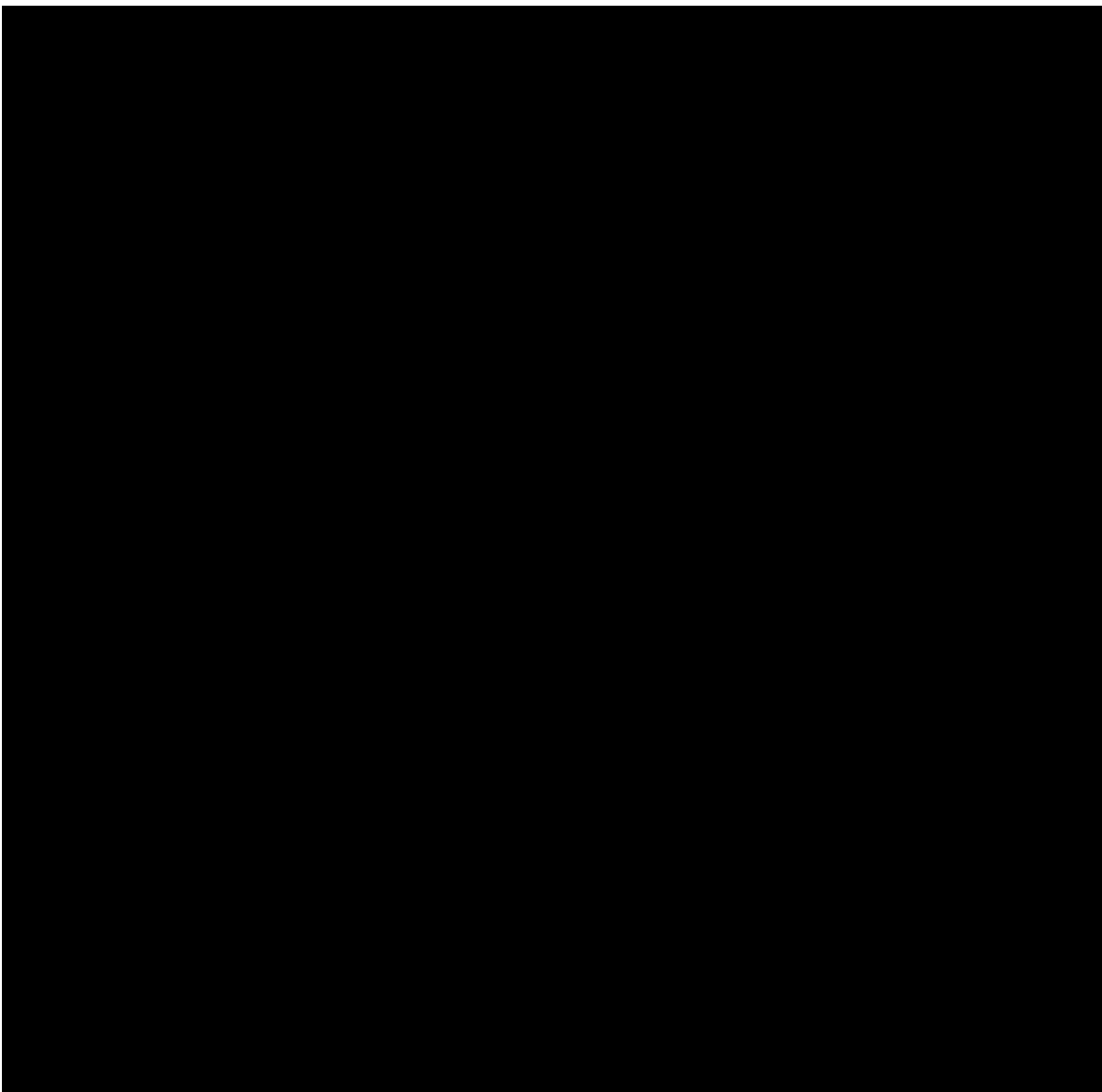
15 A Bear with me for a second. I'm trying to
16 find something.

17 Q Yes, sir.

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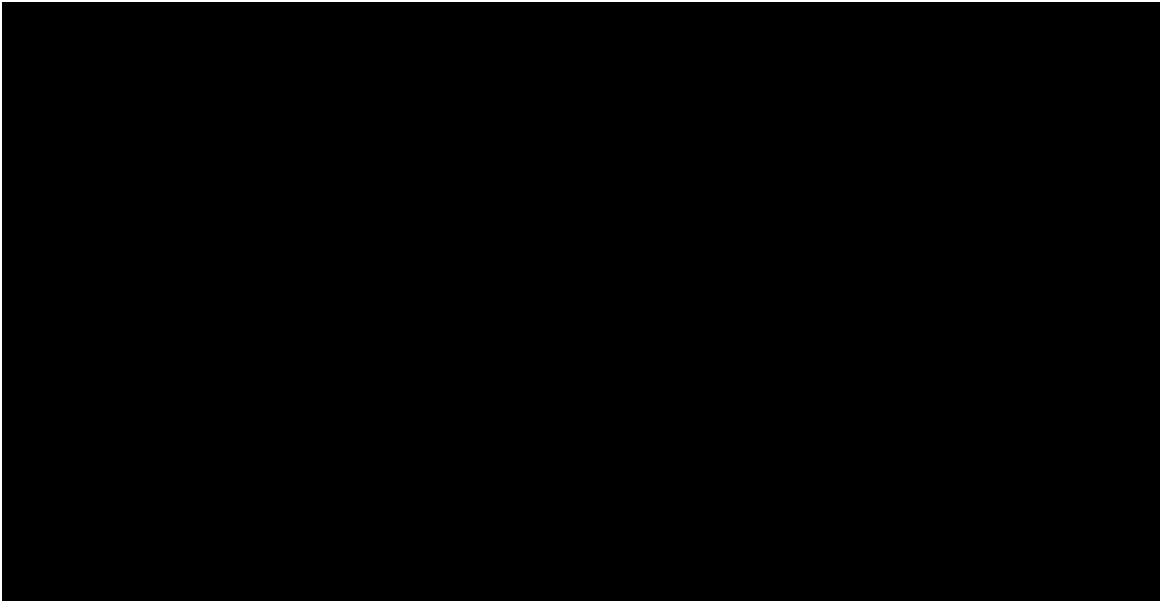
18 Q So to your knowledge, you do not know whether
19 or not it is supported by a general accounting
20 principle?

21 A It is supported by sound financial
22 principles.

23 Q And that's based upon your experience and
24 education, correct?

25 A Yes.

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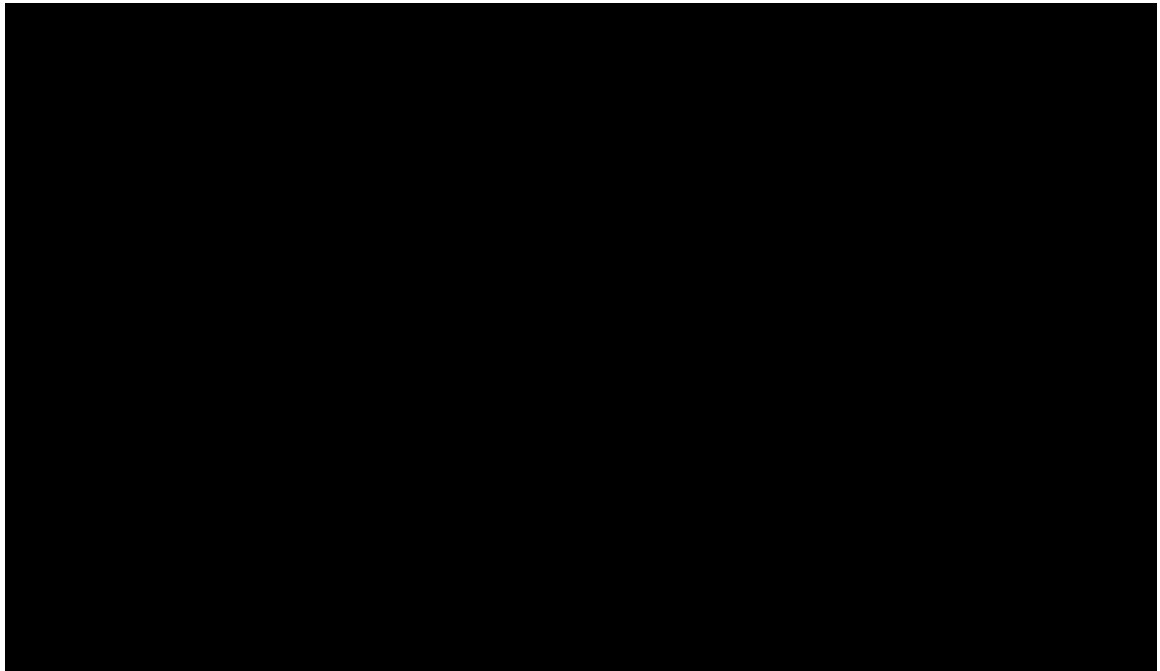
Q Where is that located?

A Turn to page 99 of RAP-6.

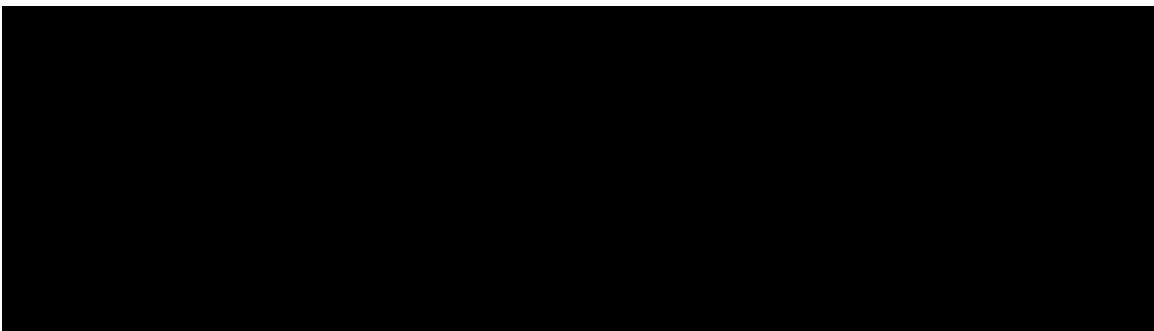
Q The page number that's the one you're
referencing is the one on the top?

A Yes, sir.

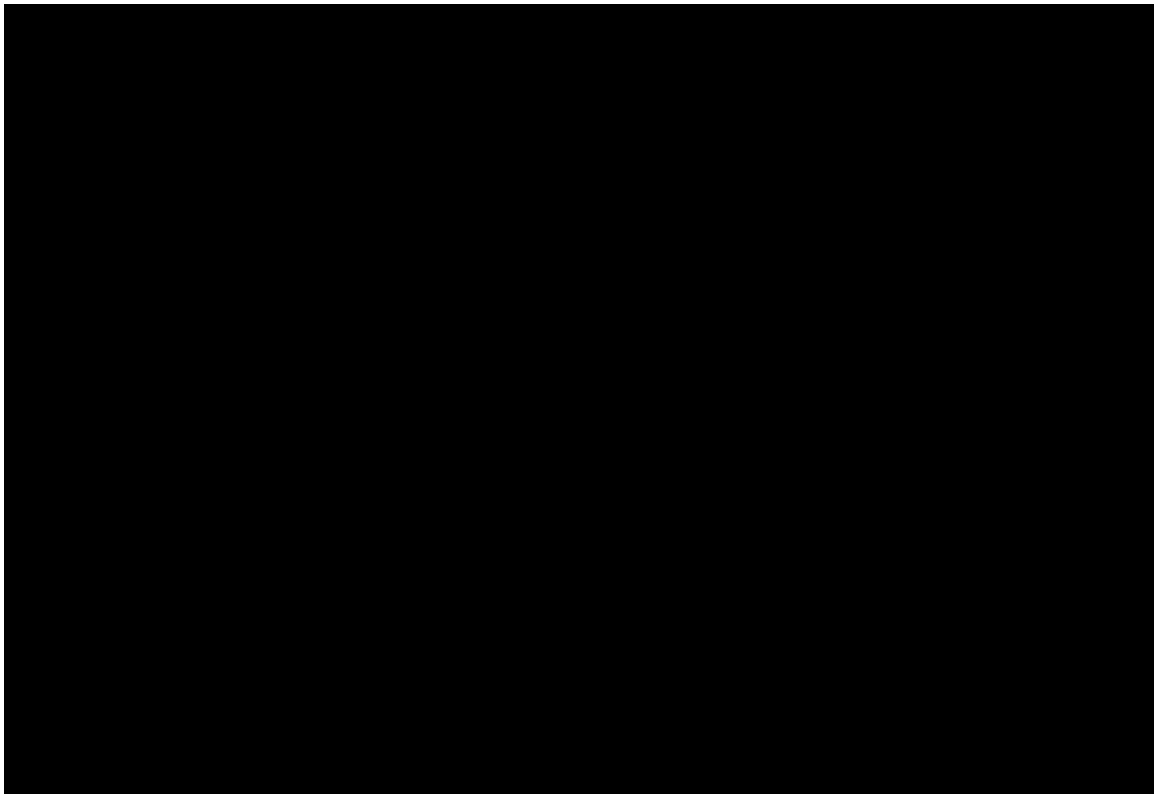
Q All right. I'm there.



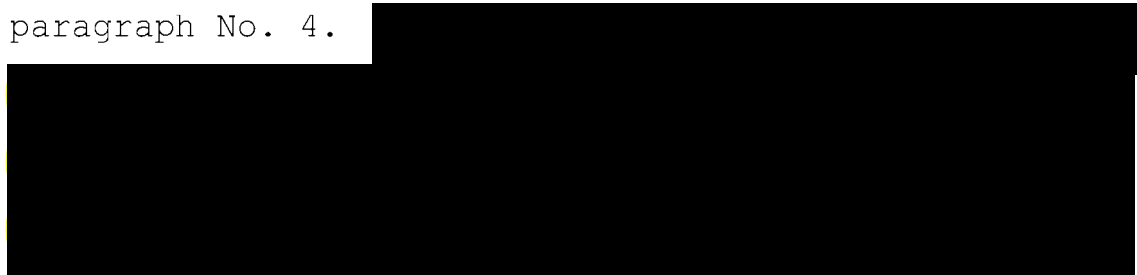
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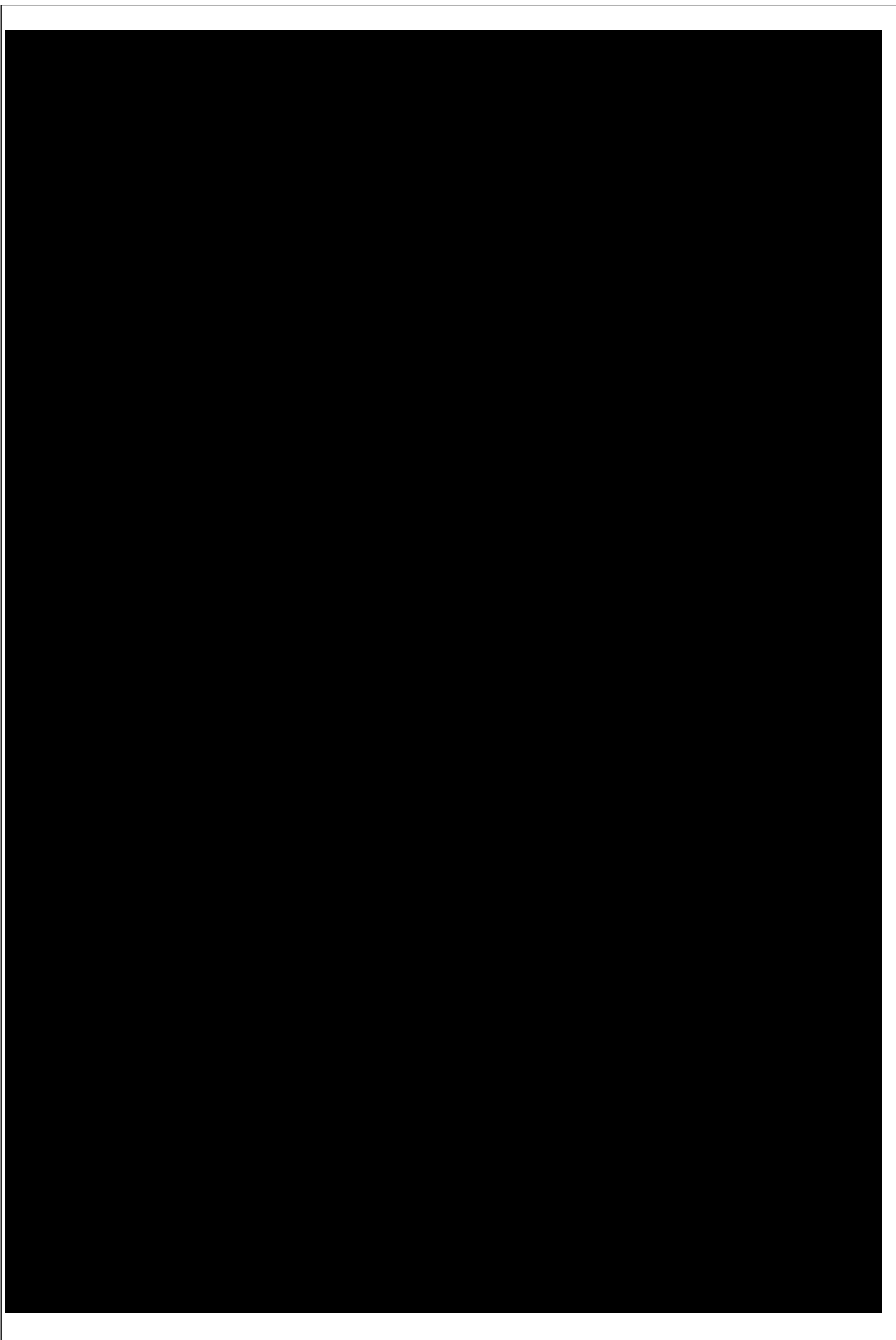
Q Thank you for pointing that out. I appreciate that.



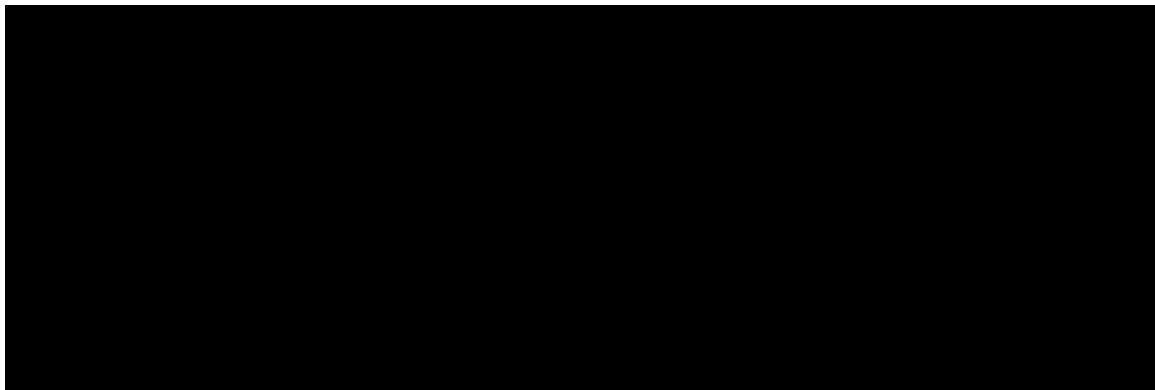
Q Thank you for that clarification. Let's turn to property and equipment. That's the same page, paragraph No. 4.



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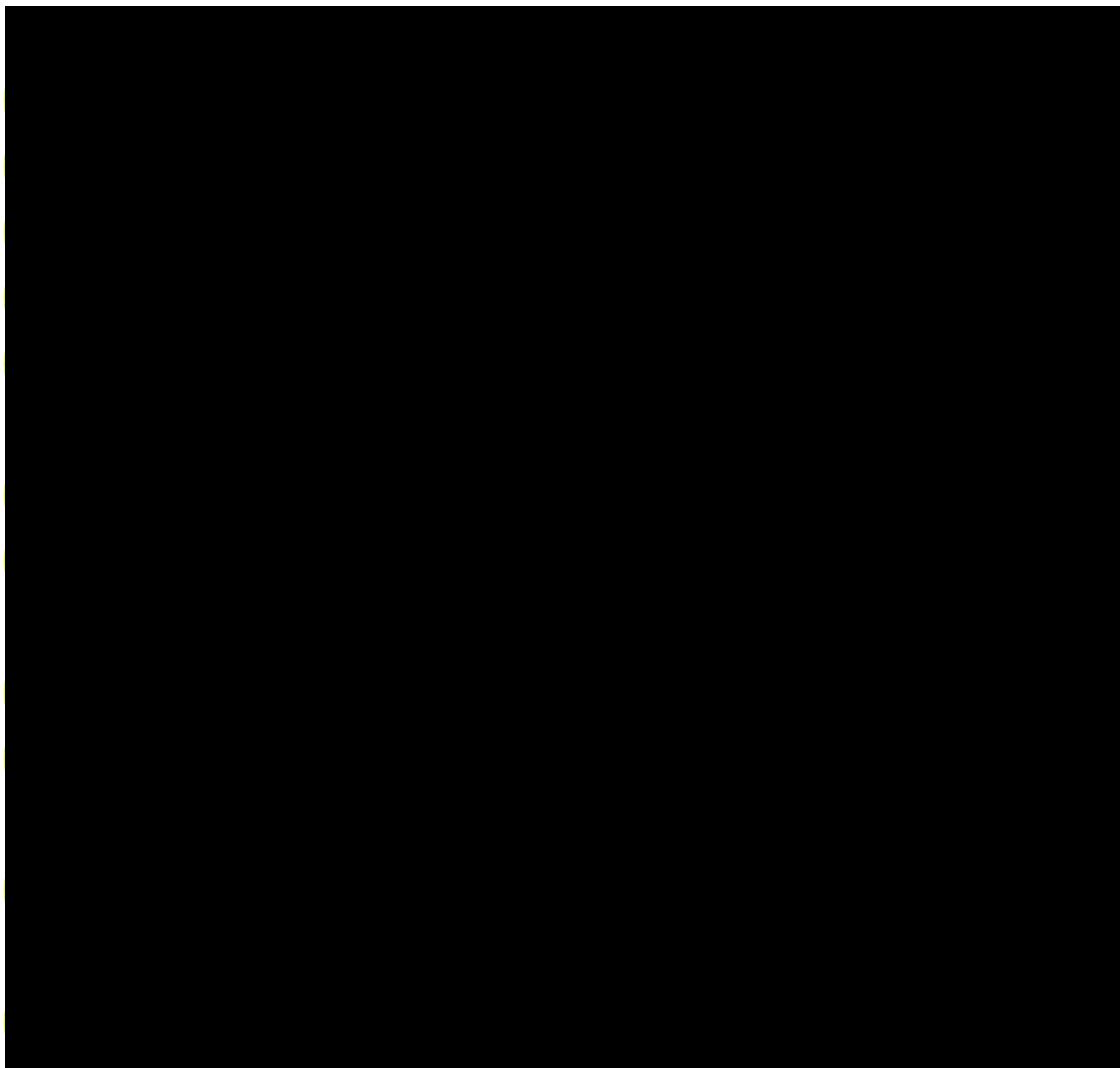
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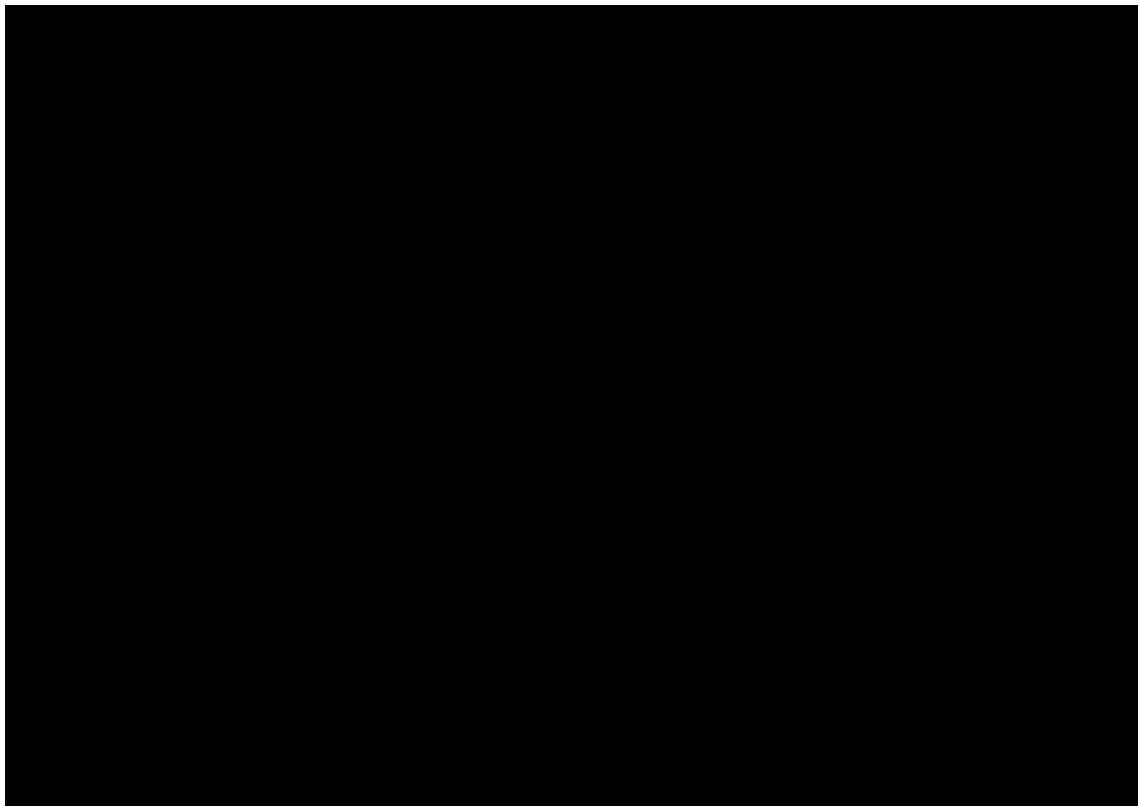
Q I'm sorry. Are you reading from somewhere?

A Yes, I am page 93 of Exhibit RAP 6.

Q Okay. I'm there.

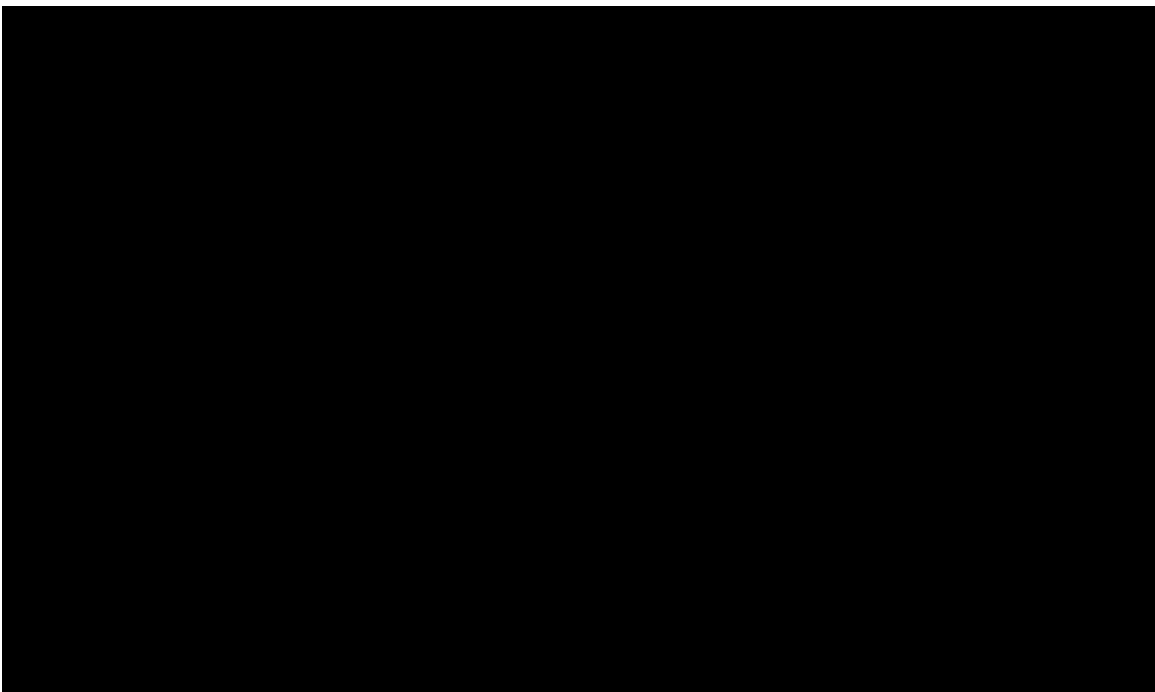


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Q Okay. But you can tell me -- I'm sorry. Go ahead.

A Go ahead ask your question.



1 Q Are you relying upon a particular accounting
2 principle for that opinion?

3 A That is a fundamental concept of financial
4 assessment and accounting.

5 Q And that's based upon your education and
6 experience?

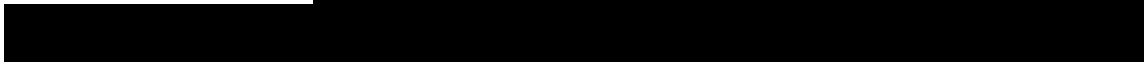
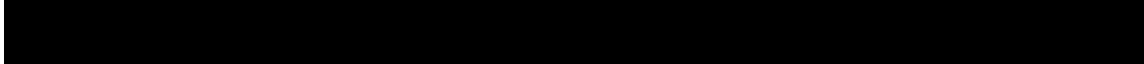
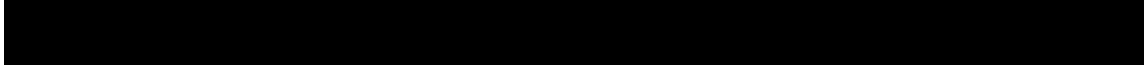
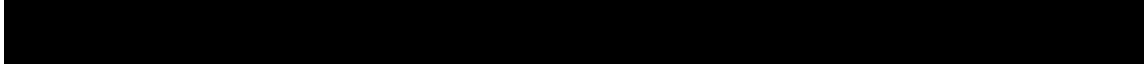
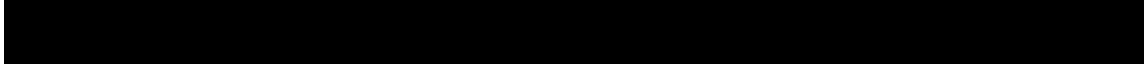
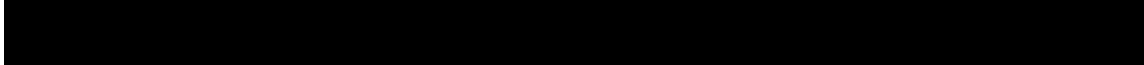
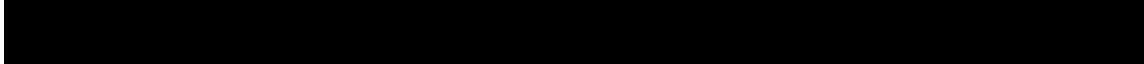
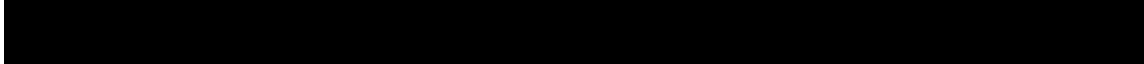
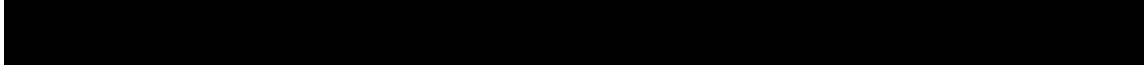
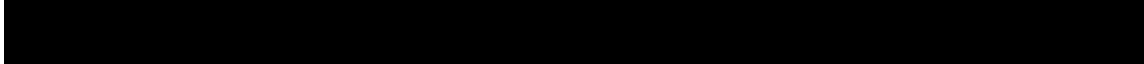
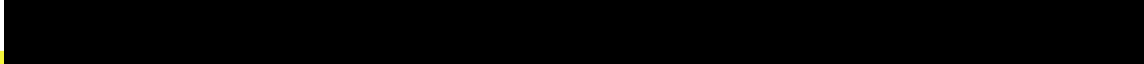
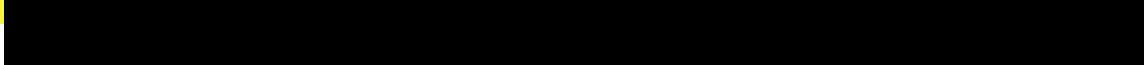
7 A Yes, it is.

8 Q Is that supported by any of the documents
9 that you relied upon for your testimony in this case?

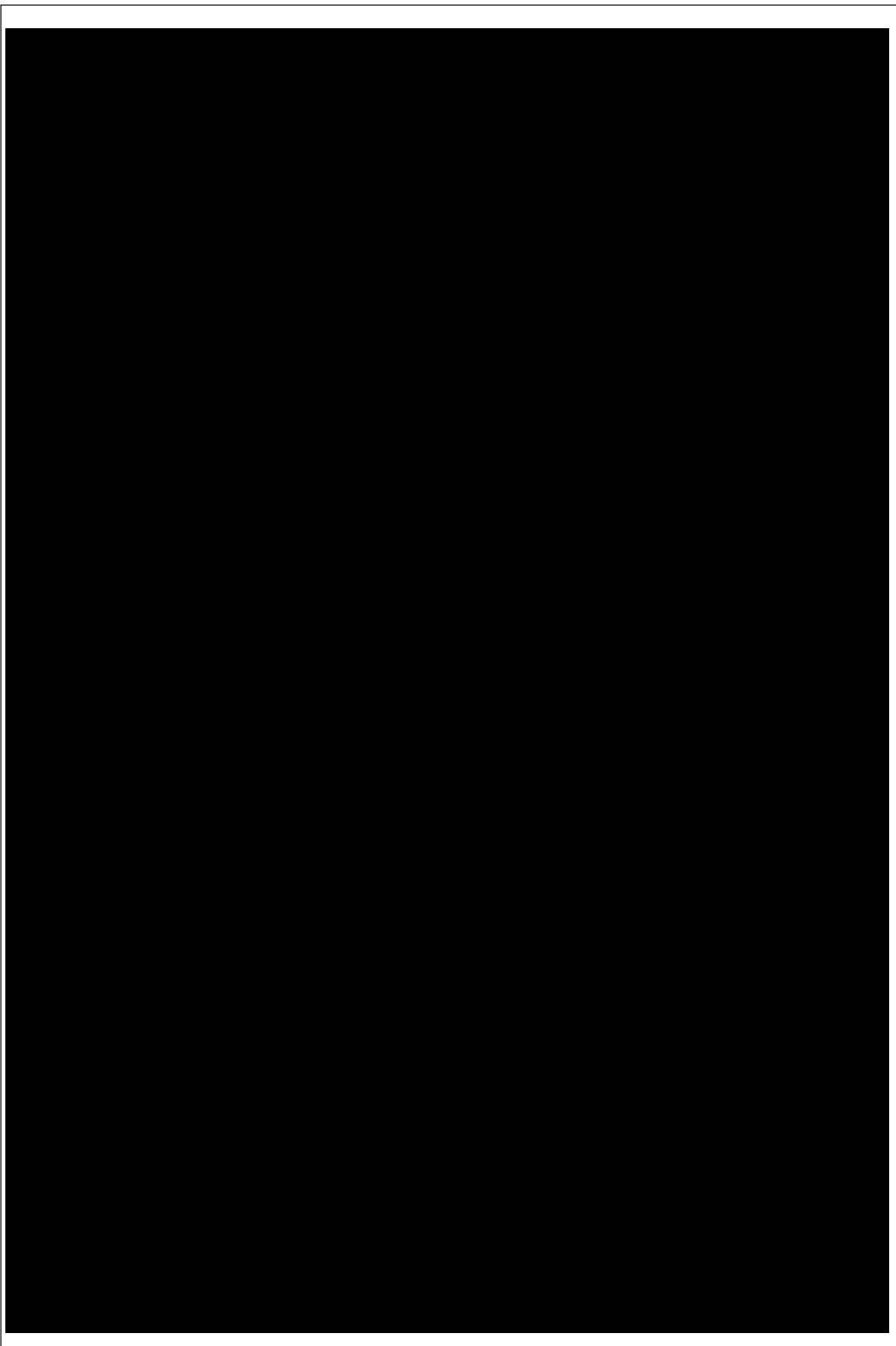
10 A It's supported by reality.

11 Q Okay. But not the documents that you relied
12 upon in this case; is that right?

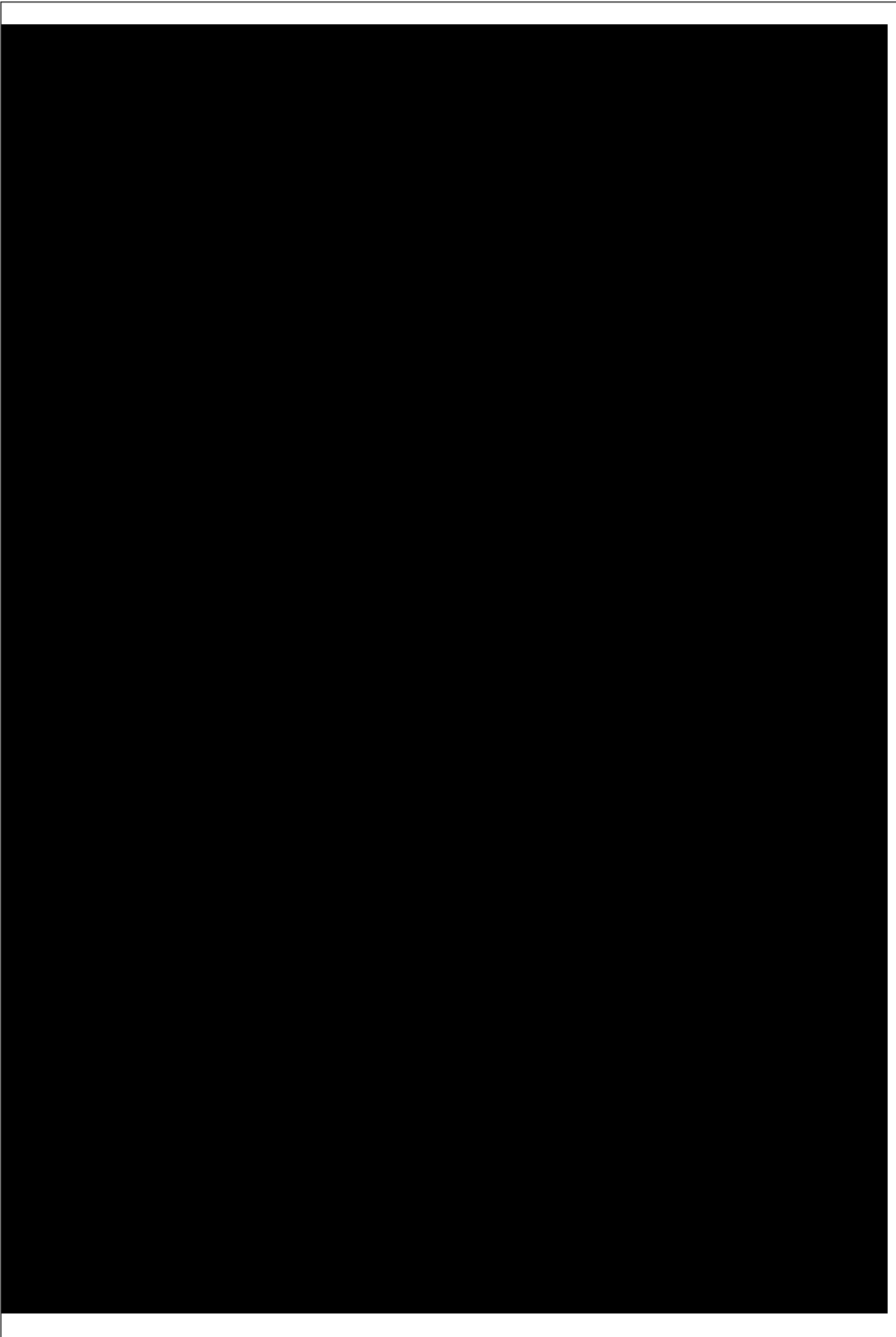
13 A No. 

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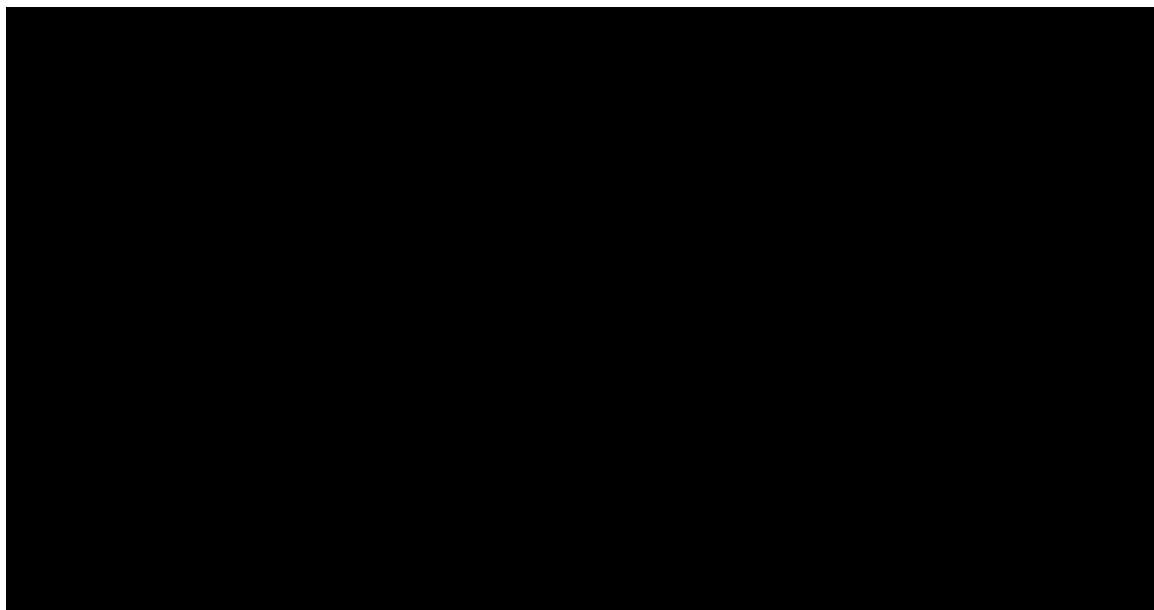
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10 Q Where does that come from?

11 A I'll be happy to provide you that definition.
12 I don't have that at my fingertips.

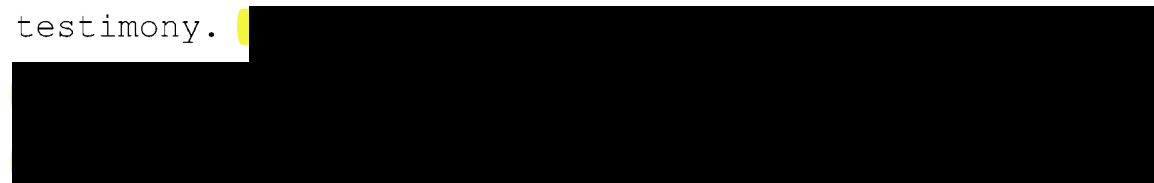
13 Q If you were to try to find that definition --
14 if I were to try to find that definition, where would I
15 find it?

16 A It's a standard accounting definition.

17 Q Okay.

18 A You can find it in just about any accounting
19 text.

20 Q Okay. We're still on page 24 of your
21 testimony.

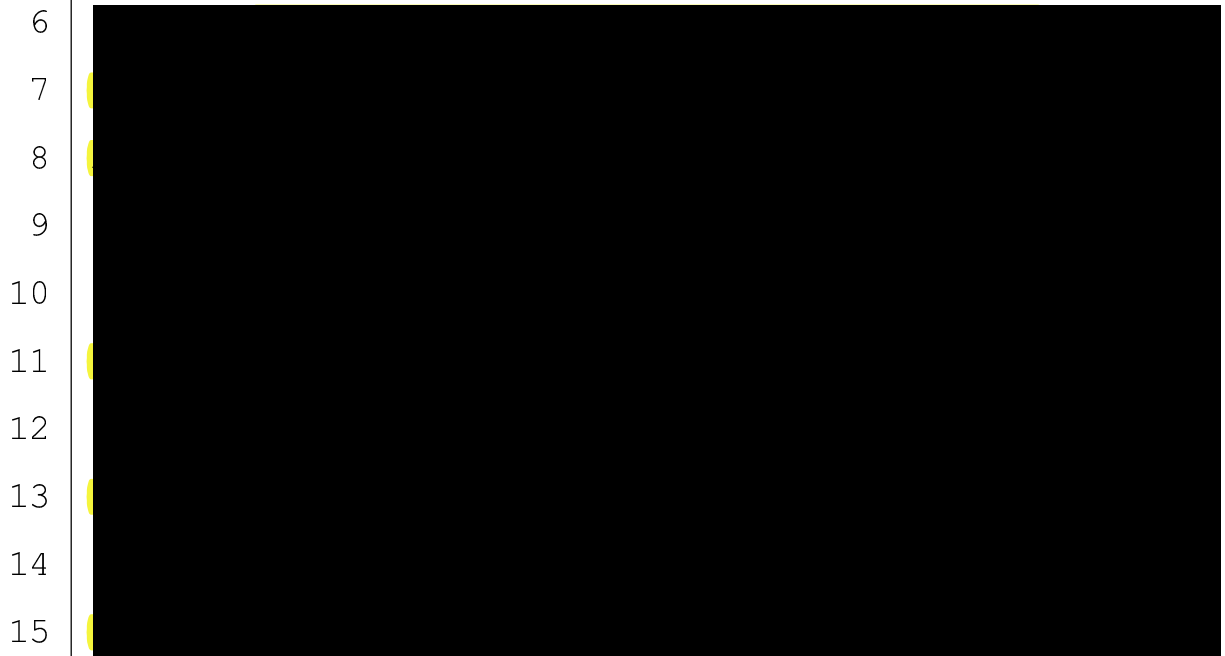


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24 Is there -- and you've given us some detail
25 of your experience and expertise.

1 Is there any other experience or expertise on
2 which you base your opinions in this matter?

3 A Yes, actually Duke discovery. If you turn to
4 Exhibit RAP-6, page 111.

5 Q Okay.



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16 Q So you're saying that that's experience or
17 expertise that you relied upon for your opinions in
18 this matter?

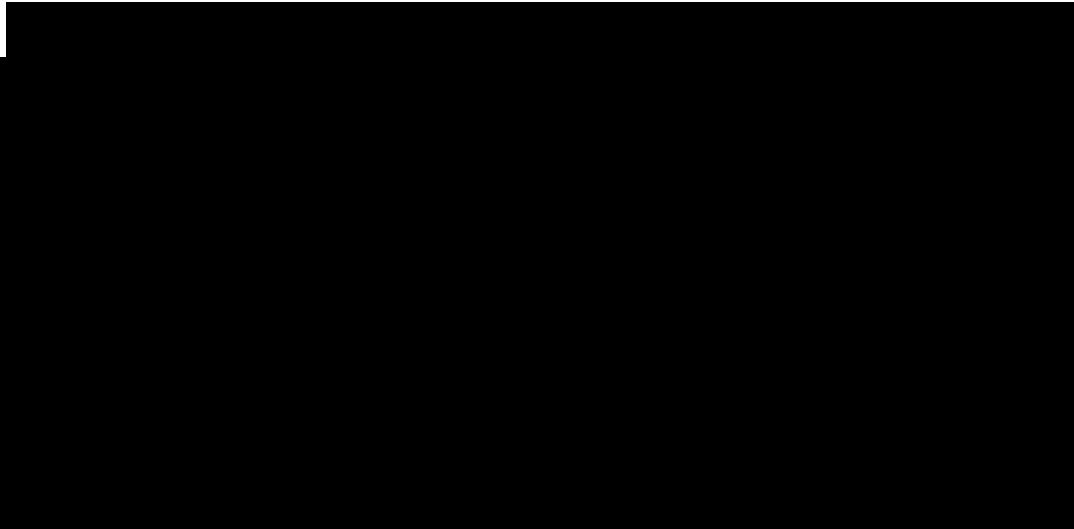
19 A It confirmed my opinion.

20 Q But my question is just generally what past
21 experience or expertise are you relying upon for your
22 opinions that you express in your testimony? And
23 you've given us some indication of what that is.

24 I'm just asking whether there is anything
25 else that you would like to tell us about your

1 experience or expertise that you relied upon for your
2 opinions express in this matter?

3 A I think I've done that already.

4 Q Okay. Staying on page 24, beginning at line
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13 Q Did you review the financials of the other
14 companies that participated in the competitive
15 procurement process for the CR3 decommissioning
16 project?

17 A No, I did not have access to that
18 information.

19 Q So you can't opine as to how the financials
20 of NorthStar and the ADP companies compare to the
21 financials of those other companies DEF or Duke
22 considered for the project; is that right?

23 A No, not without having access to their
24 financials.

25 Q Isn't it true that the Nuclear Regulatory

1 Commission independently determined that ADP meets the
2 financial requirements to decommission CR3?

3 A They did but they also required additional
4 encumbrances -- I shouldn't say encumbrances but
5 additional provisions as they also did in the Vermont
6 Yankee case.

7 Q And do you know whether those provisions are
8 ones that ADP is going to comply with or has indicated
9 it will comply with?

10 A They have agreed to comply with the NRC's
11 requirements to the best of my knowledge.

12 Q Okay. Isn't it true that if at any point ADP
13 is unable to complete the CR3 decommissioning Duke will
14 only have paid for work actually completed by ADP up to
15 that point?

16 A That is not necessarily true.

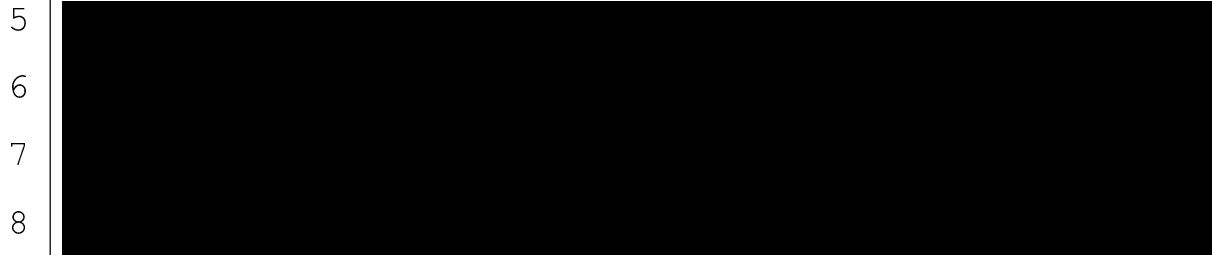
17 Q Explain to me why that's not necessarily
18 true.

19 A If you read the DSA, Duke is essentially
20 required to pay invoices submitted by ADP CR3.

21 Q Yes, sir.

22 A So to the extent that that work is not
23 completed, it's up to Duke to contest that issue. And
24 with the provisions of the contract, the first
25 [REDACTED] worth of contested invoices Duke is still

1 A Well, as I understand the conditions in the
2 contract Duke has the right to take over ADP in the
3 event that they are unable to complete the contract or
4 such or in the event of a potential for bankruptcy.



9 Q Where is that language in the DSA?

10 A It becomes an acquisition of ADP.

11 Q Where is that language in the DSA?

12 A The language that Duke can take over ADP?

13 Q No, that it would also assume all liabilities
14 of ADP.

15 A Because in the process -- because when you
16 take over a company, unless that company has gone
17 through a full bankruptcy proceeding all assets and
18 liabilities, essentially the full balance sheet,
19 transfers with the company. That's a standard
20 accounting principle.

21 Q So you're relying upon your knowledge of
22 accounting principles as opposed to something within
23 the DSA; is that right?

24 A The DSA talks about the takeover of ADP by
25 Duke. That does not change accounting principles.

1 Q Do you know if NorthStar has failed to comply
2 with any terms within the Vermont Yankee
3 decommissioning contract?

4 A No, and it's too early to tell.

5 Q Staying on page 24 of your testimony, I want
6 to look at lines 17 through 18.

7 You indicate there that NorthStar's financial
8 condition has changed substantially since 2014; is that
9 correct?

10 A That is correct.

11 Q Isn't it true that in 2014, 2015, and 2016
12 the ownership and capital structure of NorthStar was
13 different than it was from 2017 through the present?

14 A Yes. In fact, I make a comment in my
15 testimony about the fact that NorthStar was acquired in
16 2017. If you go back to Bates number 21, page 17 of my
17 testimony starting on line 18 through -- yeah, I'm
18 sorry, page 17 through line 11 on page 18. I discuss
19 the acquisition of NorthStar by a group of independent
20 investors.

21 Q Let's turn to page 26 please, lines 7 through
22 8.

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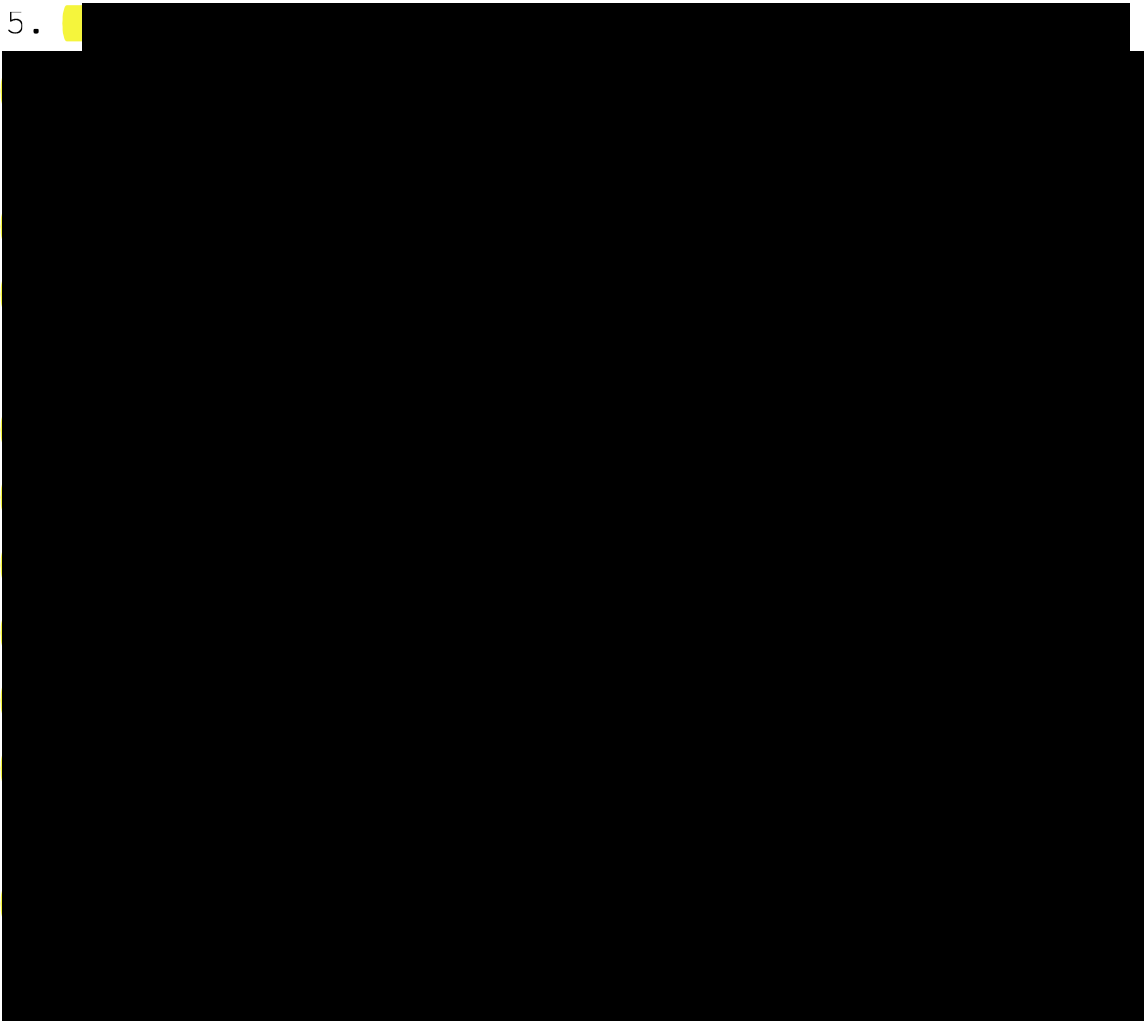
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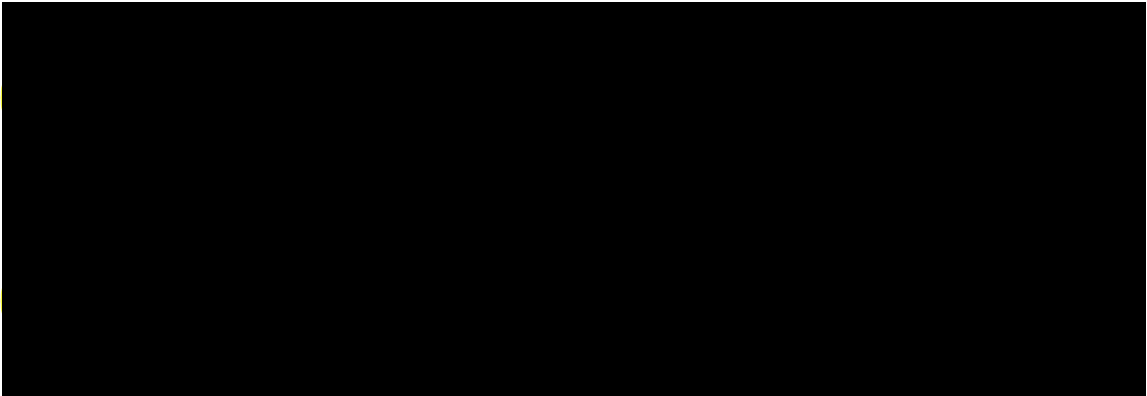
1 corresponding liability equivalent to that cash to
2 raise additional cash. And that additional cash can
3 then be turned around and used for paying bills and
4 doing other types of corporate -- additional corporate
5 needs.

6 Just because an entity is required to
7 maintain a cash asset doesn't necessarily mean that it
8 does not have the ability to utilize that cash.

9 Q Okay. Thank you for that explanation. I
10 want to turn to page 27, in particular lines 4 through
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Q Okay. Let's turn to page 28, please. There you recommend that the parental support agreement be amended to include the Florida public Service Commission as a beneficiary.

In connection with the Vermont Yankee decommissioning project, the Vermont State Utility Commission was added as a beneficiary to the parental support agreement established there; is that right?

A Yes.

Q And you are suggesting that the parental support agreement for the CR3 project should mirror what was done in Vermont insofar as the Florida State Commission would be added as a beneficiary to the parental support agreement in CR3, correct?

A I don't say the Public Service Commission. I say the State of Florida. I say the State of Florida, not the Public Service Commission.

Q I see. And by the State of Florida, did you intend to mean the commission or did you mean

1 myopia and that the utilization of an independent third
2 party with the aspect of looking at certain critical
3 functions in terms of the business aspects and the
4 operations of the company of the project will discover
5 things before those who are directly related to the
6 day-to-day operations don't find.

7 Q Okay. Thank you for that clarification. I'm
8 going to turn to Exhibit No. 5 and I'm going to read a
9 statement for you that appears on page 16 of that
10 exhibit. It's a short statement and it's numbered
11 paragraph 31. And the statement there says --

12 A Do you mind if I pull that exhibit up first?

13 Q No. Go ahead, sir. I'm sorry.

14 A Okay. And what page are you on?

15 Q Page 16, paragraph 31.

16 A Is that Bates No. 16?

17 Q No, sir there is no Bates number on Exhibit
18 No. 5.

19 A The version I have has Bates numbers on it.

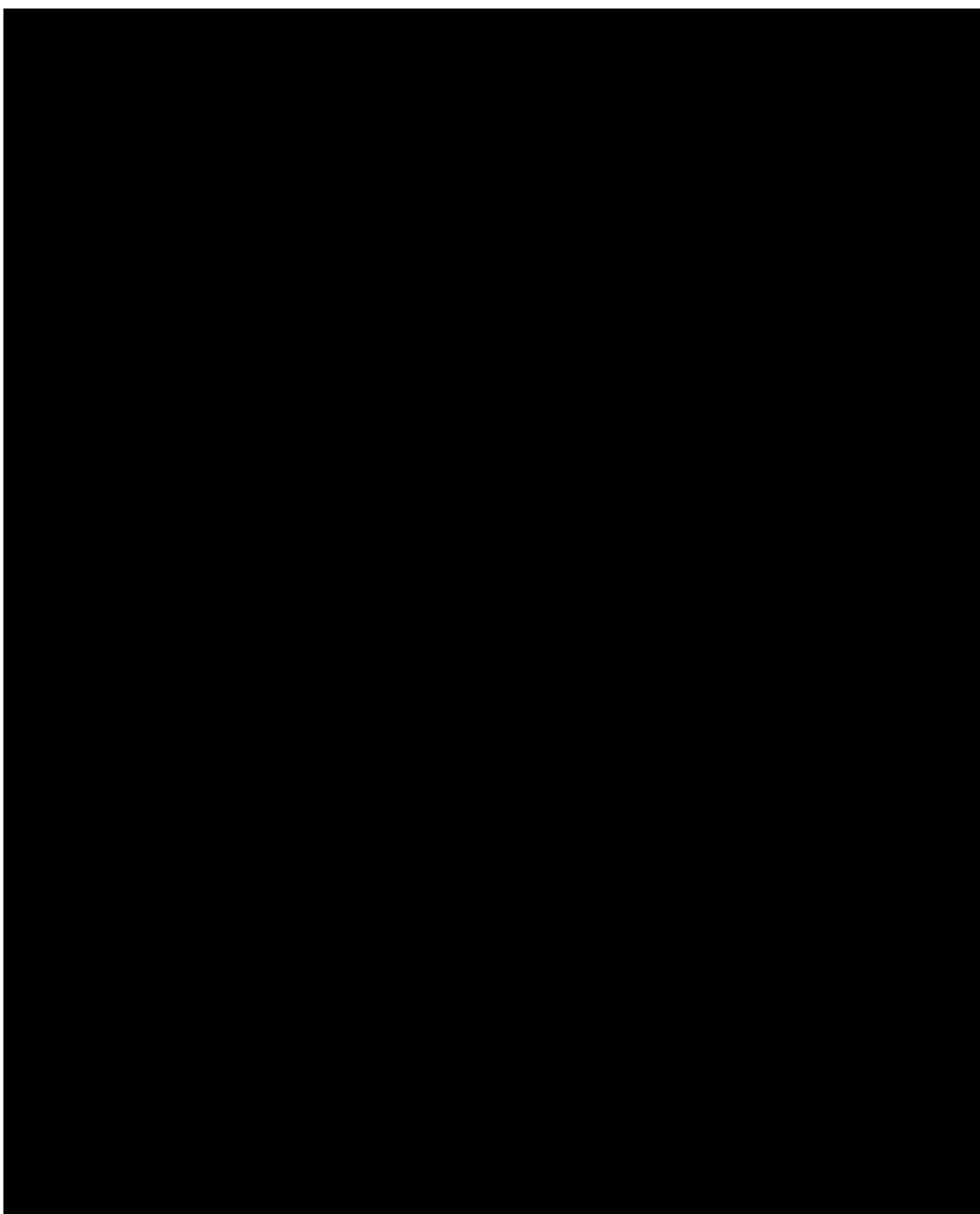
20 Q Okay. I'm looking at the number that appears
21 at the top of the page.

22 A Okay thanks for clarification.

23 Q And I'm just going to ask whether you agree
24 with the statement that I'm about to read.

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22 Q Thank you. Mr. Polich, I am going to take a
23 five-minute break. I'm going to confer with co-counsel
24 and we may be close to being done, but I need just a
25 few minutes to review my notes. And we will come back,

1 let's say, at 2:27 and I may or may not have a few more
2 questions for you.

3 Okay?

4 A Thank you.

5 MR. HERNANDEZ: We can go off the
6 record.

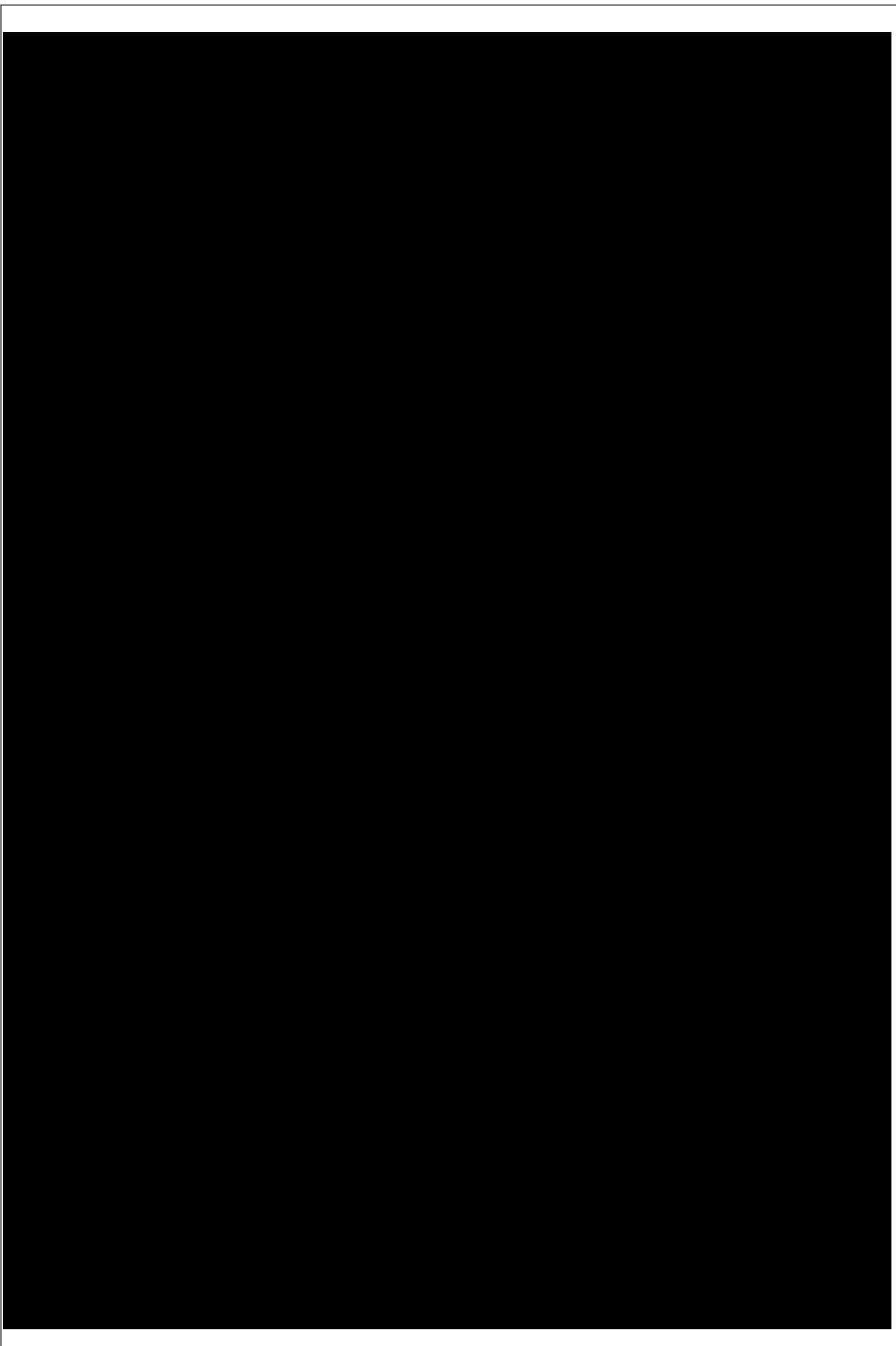
7 (A brief recess was held from 2:23 p.m.
8 to 2:32 p.m.)

9 BY MR. HERNANDEZ:

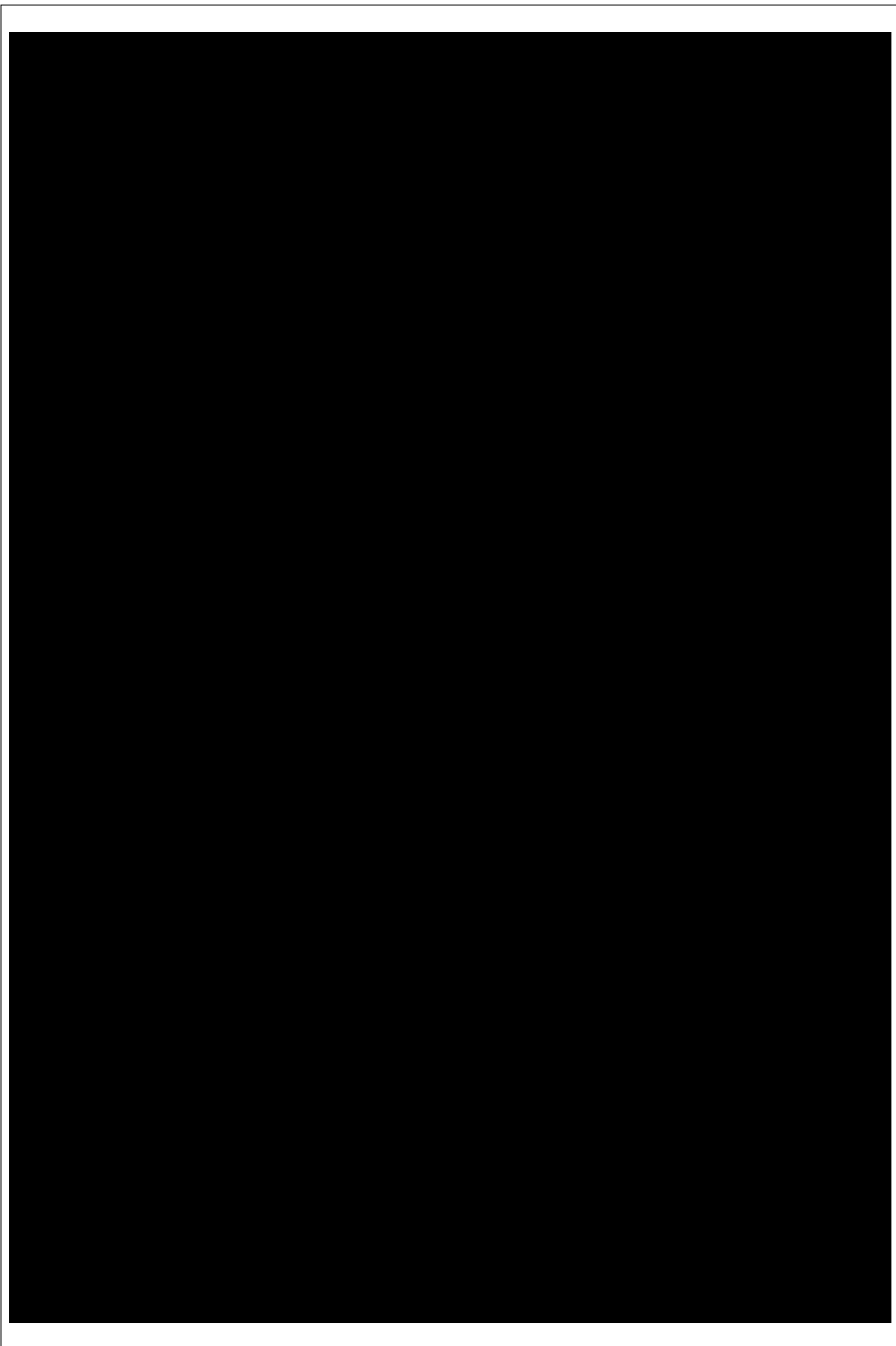
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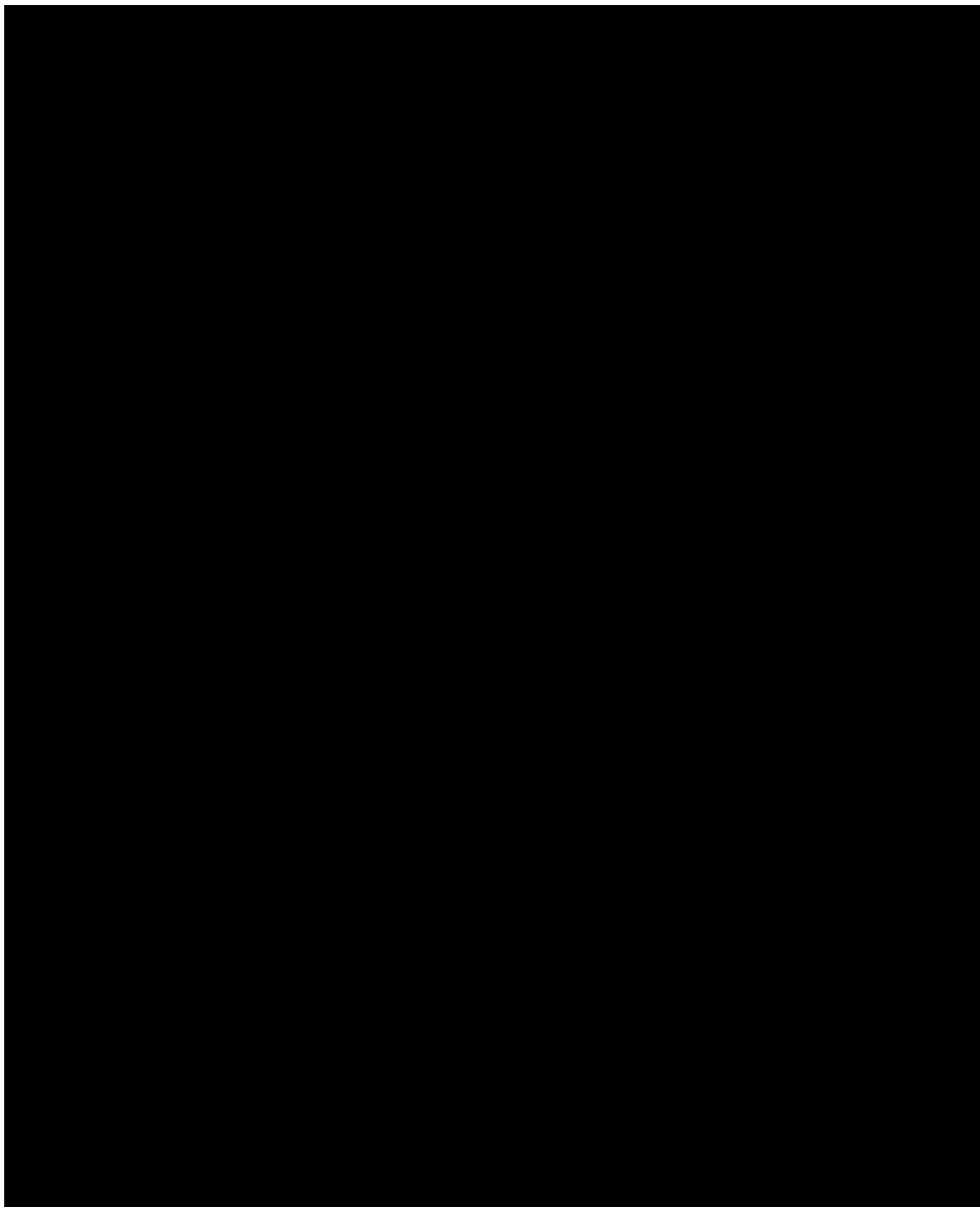
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22 Q I appreciate the explanation. I've just got
23 a couple more questions.

24 You mentioned that the cost of nuclear
25 decommissioning has gone down based on observations

1 So in order to do it -- [REDACTED]
2 [REDACTED]
3 [REDACTED] But in
4 reality, it should be 140 to be consistent with the
5 overall parental guarantees and structure.

6 MR. HERNANDEZ: Okay. Thank you for
7 that clarification. Mr. Polich, I appreciate
8 your patience. I don't have any additional
9 questions but I think Ms. Brownless does so
10 I'm going to turn it over to her.

11 MS. BROWNLESS: Thank you.

12 CROSS EXAMINATION

13 BY MS. BROWNLESS:

14 Q Let me get my computer set up here. I want
15 to apologize at the beginning for my lack of technical
16 expertise.

17 A That's okay. I earlier forgot to bring my
18 power cord and had my computer die on me and that's a
19 very simple technical problem.

20 Q If you could look at page 16 of your
21 testimony, please.

22 A Yes.

23 Q And I'm just referring to lines 3 through 5.

24 A Yes.

25 Q And there you state, "Orano is backed by a

1 large corporation and, ultimately, the French
2 government. This, combined with Orano's limited scope
3 of work, significantly reduces the financial concern
4 for Orano."

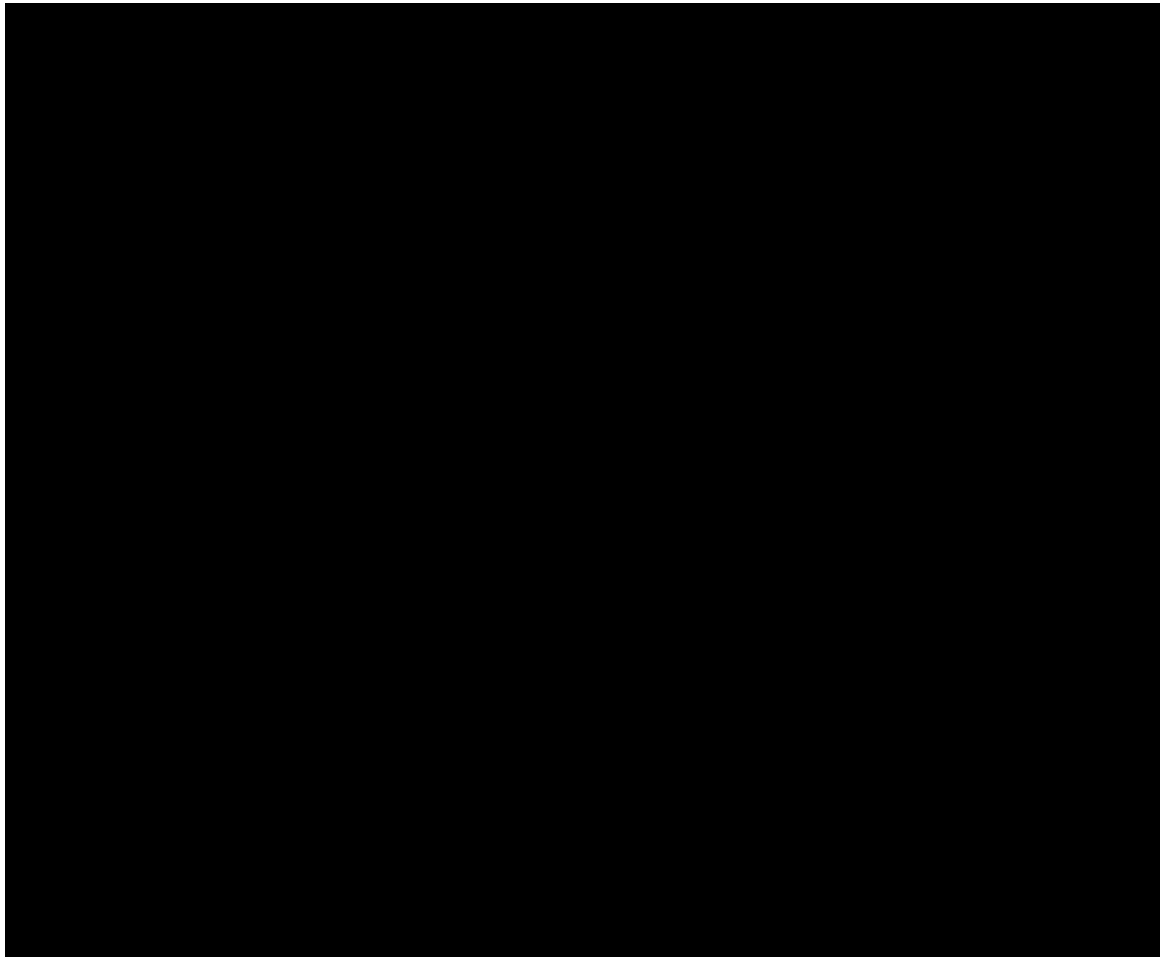
5 Is that correct?

6 A Yes.

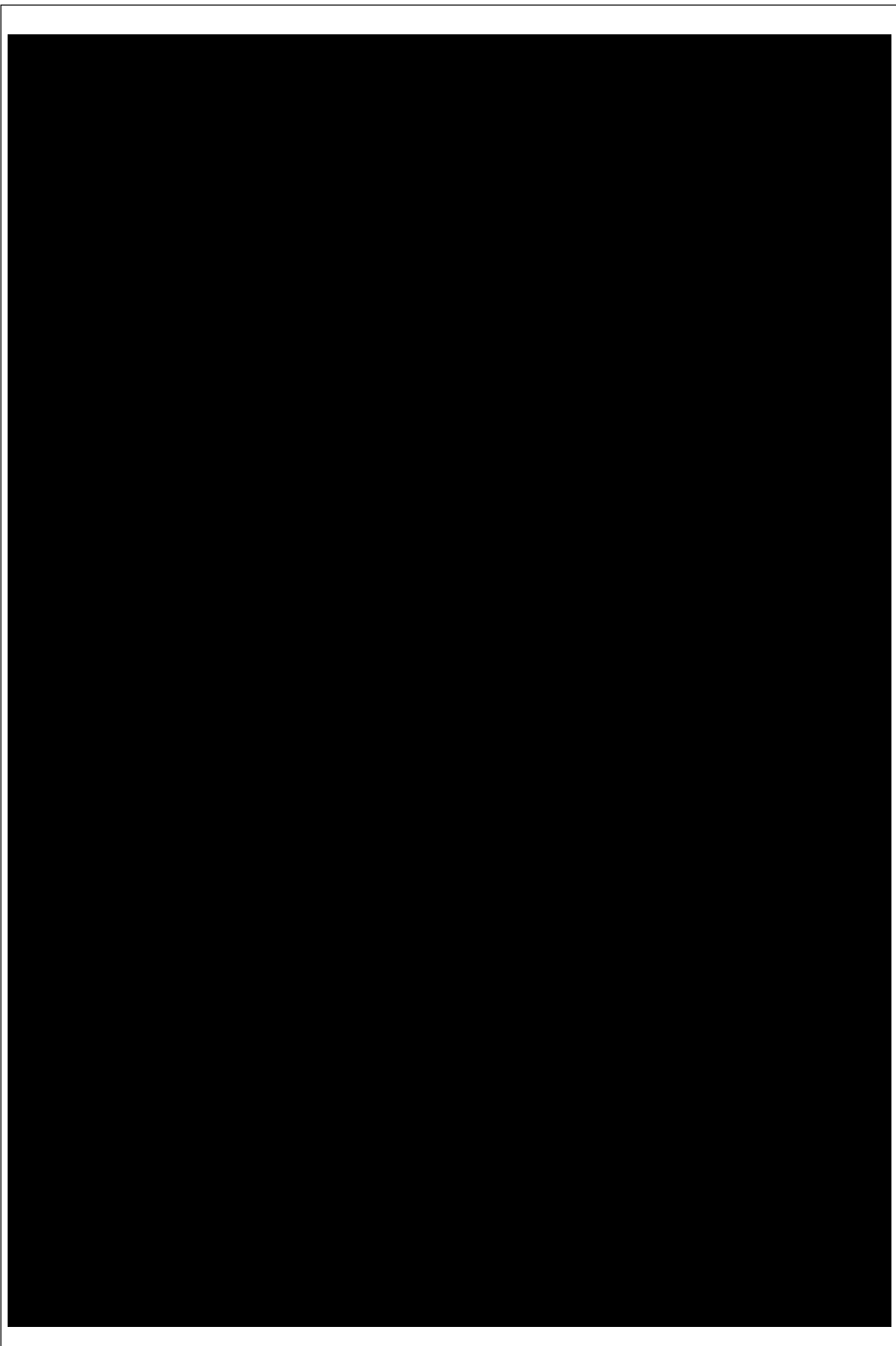
7 Q And then on the next page, page 17, you state
8 -- and this is on line 20 -- you state that NorthStar
9 Group Holdings, LLC, is ultimately controlled by JFL GP
10 Investors, IV, LLC; is that correct?

11 A Yes.

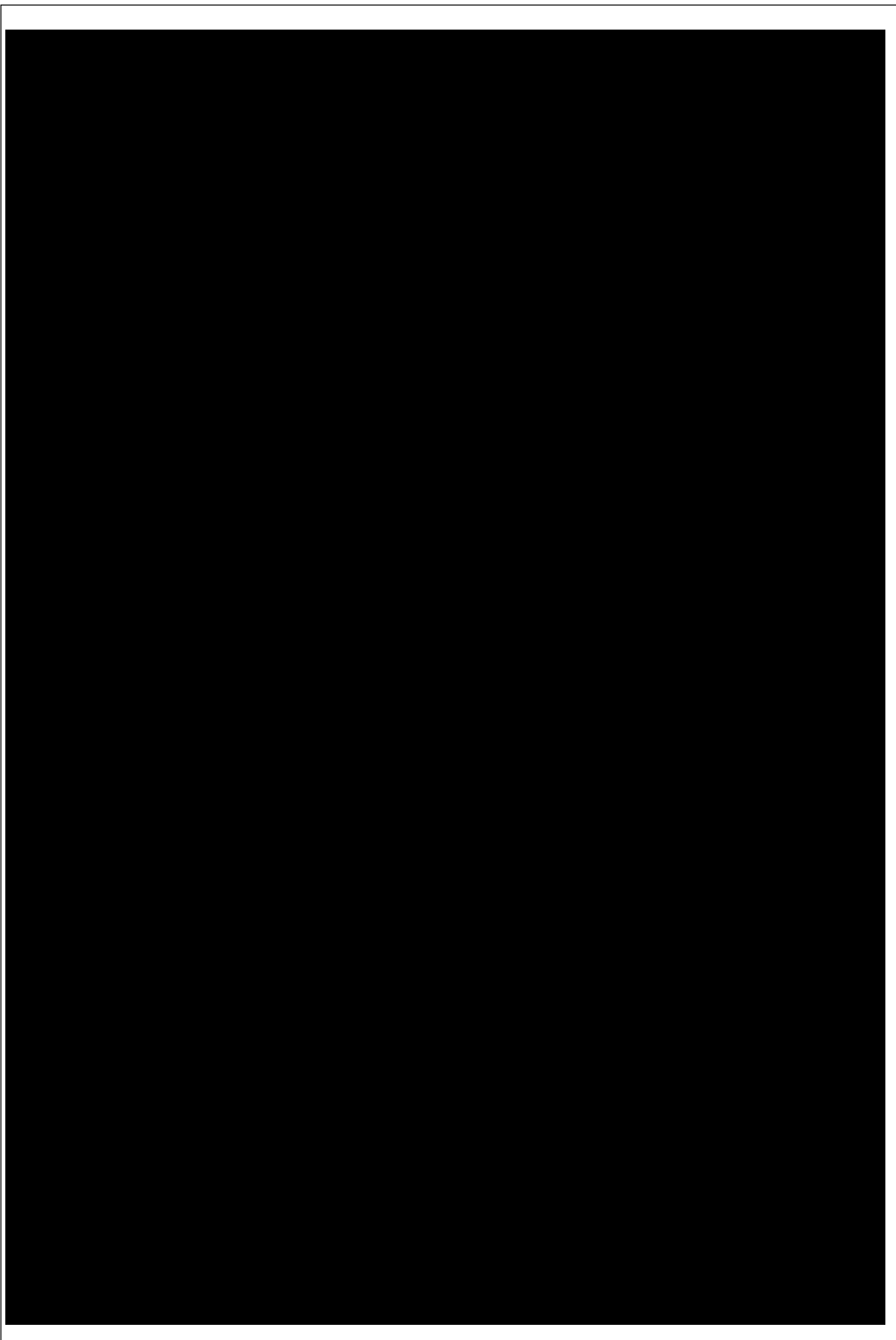
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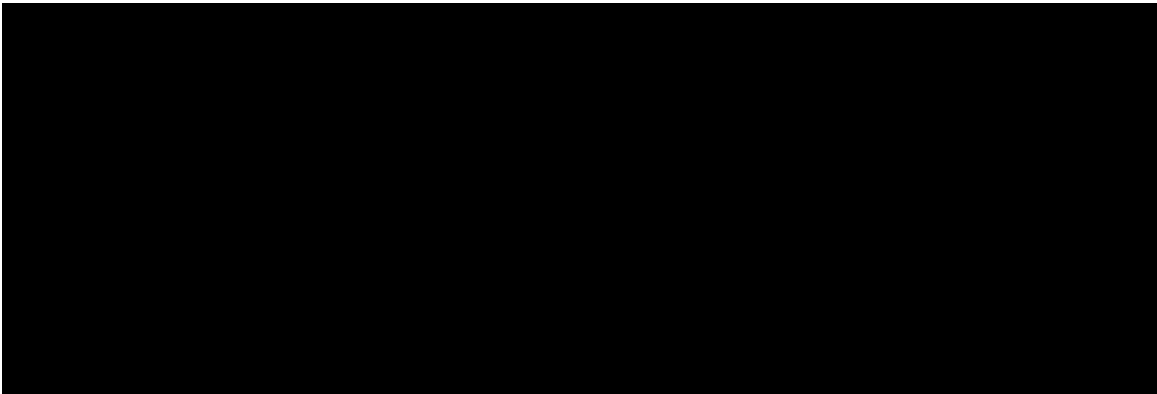
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Q Okay. How does the risk of the work Orano is responsible for compare to the risk of the work NorthStar is responsible for?

A Orano's work -- I'm not going to decline that it's not risky because we're dealing with the highest level radiation levels within Crystal River 3 and also Vermont Yankee because Orano is also doing the same work at Vermont Yankee.

That has to do with dismantling and disposing of the nuclear steam supply system, often called NSSS. And those are the components which will have the largest amounts of nuclear -- of radioactive isotopes deposited on their surface.

There is no doubt that that cleanup is risky. You have the potential for consuming a large number of, quote/unquote, man-rem's in terms of employee exposure in the cleanup process and stuff like that. You're talking about having to do all of that work in full hazmat suits, specific ventilation systems, and

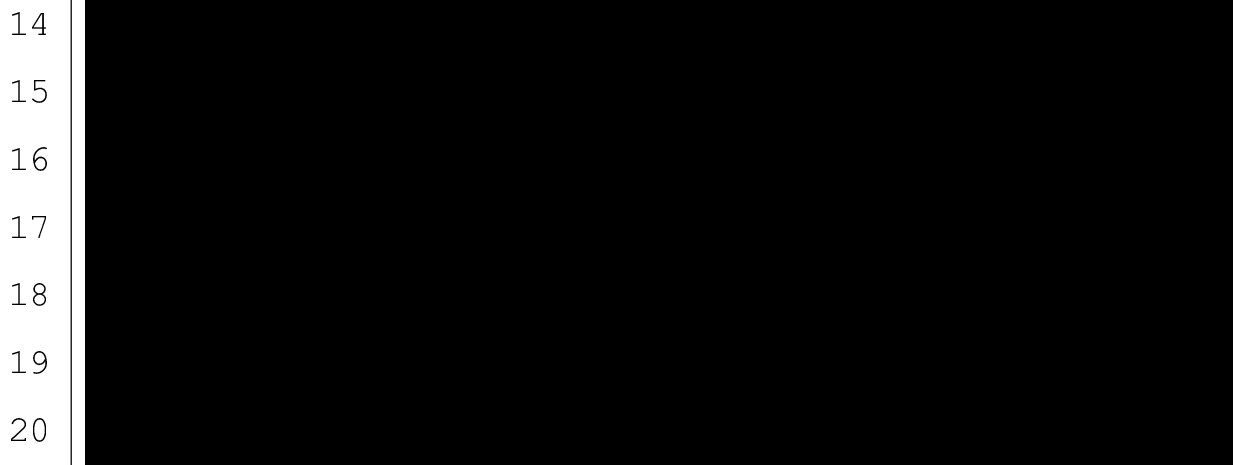
1 Q Okay. Do you have an idea of what higher
 2 price Duke and in essence Duke's customers should be
 3 willing to pay to include your enhancements?

4 A Let's use the \$10,000,000 figure I just gave
 5 you.

6 Q Are you aware of instances where NorthStar
 7 was not able to meet its contractual responsibilities
 8 related to a nuclear decommissioning?

9 A NorthStar has not done a nuclear
 10 decommissioning of this size.

11 I have to go back to their balance sheets
 12 prior to the 2017 acquisition by the consortium. It's
 13 hard to tell who acquired who in that configuration.



21 Q But the question I'm asking, notwithstanding
 22 that, were there any instances in which NorthStar did
 23 not comply and complete their contractual
 24 responsibilities related to a nuclear decommissioning?

25 A Again, going back to what they were

1 true established cost of the contract.

2 Is that your understanding?

3 A Yes.

4 Q Let's assume just for the sake of a
5 hypothetical that there is \$20,000,000 of earnings over
6 the period that the contract calls for. So
7 \$560,000,000 would be the total cost of the contract
8 under this hypothetical.

9 If all of that is spent and there were cost
10 overruns and work left undone, could ADP or the
11 consortium still receive additional payments out of the
12 nuclear decommissioning trust?

13 A If Duke agreed to it, potentially, yes.
14 There is no -- let me think about this.

15 First of all, let me -- there is one other
16 thing that's also in here is, as you have mentioned,
17 theoretically there could be invoices higher than that
18 amount submitted because Duke is required to spend or
19 to pay [REDACTED] worth of invoices that they are --
20 that they are questioning.

21 So first of all, they could be in a position
22 where there is more than that amount paid and then
23 there is nothing -- there is nothing to -- I don't see
24 -- it's a fixed price contract but at the end of the
25 contract if you've got a certain percentage done --

1 with DECON?

2 A Each project is different and there are no
3 guarantees that just because those conditions exist at
4 one nuclear decommissioning project it may happen on
5 another.

6 Q Okay. Do you have Exhibit 5?

7 A Yes, I do.

8 Q This is the Vermont order. And I want to ask
9 you to turn to page 16 and that paragraph 31 that you
10 were asked about.

11 A Yes, I have it.

12 Q Does this order say -- I'm sorry. Do you
13 have it?

14 A Yes, I do.

15 Q Does this order say at paragraph 31 that
16 after the June 2017 capital investment that NorthStar
17 is no longer thinly capitalized?

18 A No, it doesn't. 

19 

20 

21 

22 

23 Q Does the order on page 31 say that after the
24 2017 capital investment that NorthStar is no longer
25 highly leveraged?

**REDACTED IN
ENTIRETY**

1 A Yes.

2 Q And how did you obtain this particular
3 iteration, the January 2017 iteration, of this
4 document, which is Exhibit 6?

5 A Through a Google search.

6 Q And is there any reason why you didn't rely
7 upon the most recent iteration for purposes of your
8 testimony?

9 A The most recent one has not been officially
10 adopted.

11 Q Did you rely upon Exhibit 6, the 2017
12 iteration, for your testimony?

13 A It was a reference piece that I used in
14 performing some of my assessment.

15 Q Can you tell us what portions of your
16 assessment you relied upon Exhibit 6 for?

17 A It was in reference to goodwill and
18 intangible assessments on NorthStar's balance sheets.

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21 Do you see that?

22 A Yes, I do.

23 Q And can you tell us generally what this is?

24 A This is a document that talks about how
25 interactions between related parties work and what can

1 And again, Exhibit No. 2 consists of the work papers
2 and RAP-7; is that correct?

3 A That is correct.

4 Q So these are documents -- this exhibit
5 reflects calculations and information that you gathered
6 and have reflected on this document, correct?

7 A Yes. It also is based upon supporting
8 documentation that was provided by Duke Energy in
9 regards to [REDACTED] and the DSA.

10 Q But nowhere on Exhibit 2 does it say that
11 none of the enhancements you've recommended would not
12 cause a detriment to the finances of the project or the
13 entities involved, does it?

14 A Actually, Exhibit No. 2, Bates No. 004 shows
15 how the enhancements we're talking about would be --
16 would have a positive impact on the project.

17 Q And this reflects -- Bates No. 004, this
18 reflects a calculation or an assessment that you
19 performed, correct?

20 A That is correct.

21 Q I'm going to move on. If the commission
22 insists that your recommended enhancements be
23 incorporated into the DSA and as a consequence of this
24 Duke and ADP are forced to renegotiate the DSA and ADP
25 elects to withdraw from the DSA, wouldn't that be

1 recommended enhancement; is that correct?

2 A It is part of what supports my recommended
 3 enhancement. My recommended enhancement also
 4 incorporates the knowledge of how this deal is
 5 structured and what the potential detrimental effects
 6 could be if the project does not proceed as intended in
 7 the DSA.

8 Q Yes, sir, and we'll get to those issues. My
 9 focus right now is just particular documents and which
 10 one of those support this first recommended
 11 enhancement, and you've identified the one and the one
 12 element of that order. I'm just trying to find out if
 13 there is anything else within any of the documents.

14 A The other documents that support this
 15 enhancement are the [REDACTED]

16 Q Okay.

17 [REDACTED]
 18 [REDACTED]

19 Q Okay. Anything else?

20 A Not at this time.

21 Q Let's talk about the risk here. What
 22 potential risk associated with the decommissioning of
 23 CR3 would this particular enhancement mitigate, your
 24 first recommended enhancement?

25 A This recommended enhancement is in terms of

1 calling on the parents of the ADP consortium to provide
2 funding to ADP to complete the decommissioning.

3 Q Okay. Let's move on to your second
4 recommended enhancement and that appears on page 8.
5 And your second recommended enhancement is that the
6 parent companies of ADP maintain a minimum of cash or
7 cash equivalent assets in the amount of at least
8 105,000,000 to support the parental support agreement;
9 is that correct?

10 A That's correct.

11 Q Is this recommended enhancement supported by
12 any of the documents that you relied upon for your
13 testimony?

14 A Yes, they are.

15 Q Can you identify which ones in particular,
16 please?

17 A Those documents are the [REDACTED]
18 that were provided by Duke Energy.

19 Q Anything besides the [REDACTED]

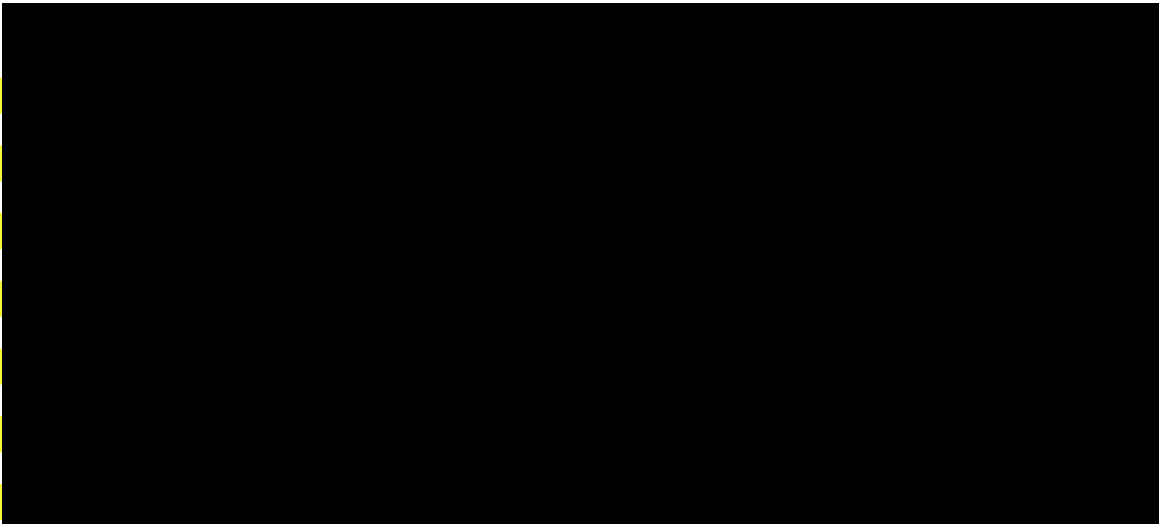
20 A No.

21 Q Can you tell us what potential risk
22 associated with the decommissioning of CR3 would this
23 recommended enhancement mitigate?

24 A The corporate structure -- and I discuss this
25 in my testimony. The corporate structure of the ADP

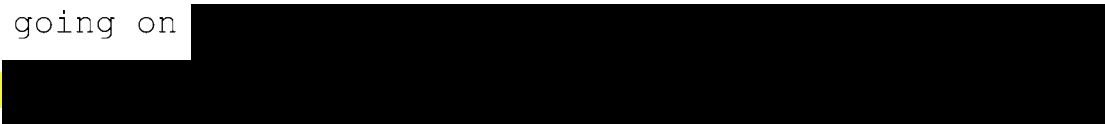
1 consortium, the two parent companies, which are Orano
2 and NorthStar -- Orano is a well-capitalized entity of
3 which has minimal risk of not being able to support the
4 parental support agreement.

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13 Without that covenant, if the project gets in
14 financial trouble -- and again, with the other
15 enhancements that we're talking about in terms of
16 frequency of reporting of information to Duke as well
17 in Recommendation 4, as well as Recommendation 5, it
18 could be sometime before anybody knows what's really
19 going on

20



21 Q Okay. And if the commission requires that
22 this recommended enhancement be made part of the DSA
23 and the ADP parties refuse to agree to do so, would it
24 be your recommendation that the commission not approve
25 the DSA on that basis?

1 potential risks associated with the DSA, would you?

2 A No, there will still be risk.

3 Q With an agreement of this magnitude, there
4 probably will always be some potential risks, wouldn't
5 there?

6 A Yes.

7 Q Did you assess

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10 A Both.

11 Q You said both?

12 A Yes.

13 Q Can you explain first of all why you used
14 both forms of assessment with respect to

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Q Does the DSA contemplate liquidation in any form?

A No, it does not. The DSA assumes the project goes forward as expected.

Q Is there anything within the documents that you relied upon for your testimony in this case that would support your use of [REDACTED]



A It's an appropriate way of assessing it. Duke themselves assessed NorthStar's potential to perform this project as well as what the risk would be if the project did not occur in the fashion that it's envisioned to occur. It's prudent financial practice to assess that risk.

Q When you say it's prudent financial practice, what are you relying upon for that statement?

A Years and years of experience.

Q What experience?

1 A In project risk. If you want me to
2 specifically start referencing stuff, Duke --

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[REDACTED]

7 That was a prudent thing to do, and we have
8 performed that same level of analysis.

9 Q So are you saying that

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[REDACTED]

19 (Technical interruption to the witness'
20 video.)

21 BY MR. HERNANDEZ:

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[REDACTED]

25 A You're missing the point here.

[REDACTED]

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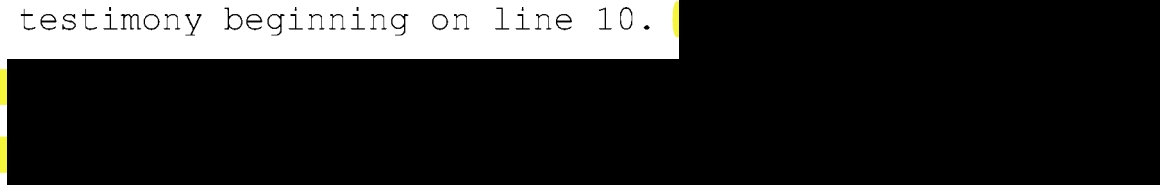
Q I want you to turn back to page 21 of your testimony please and that is page --

A You're going to have to give me the actual page numbers of my testimony because I have forgot to bring my charger in here and my computer died.

Q Yes, sir. It's actually -- your actual page is page 21 and the Bates number is 25.

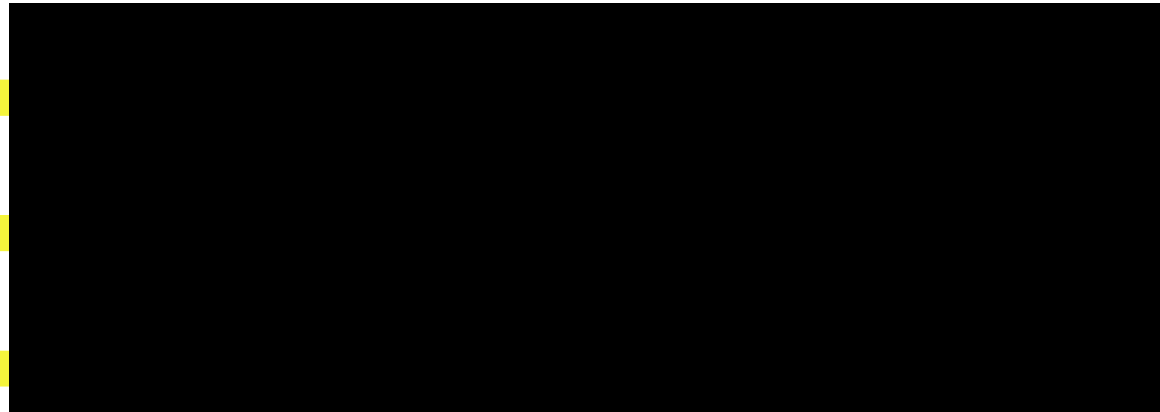
A Okay. Thank you.

Q And I'm going to ask you to look at your testimony beginning on line 10.

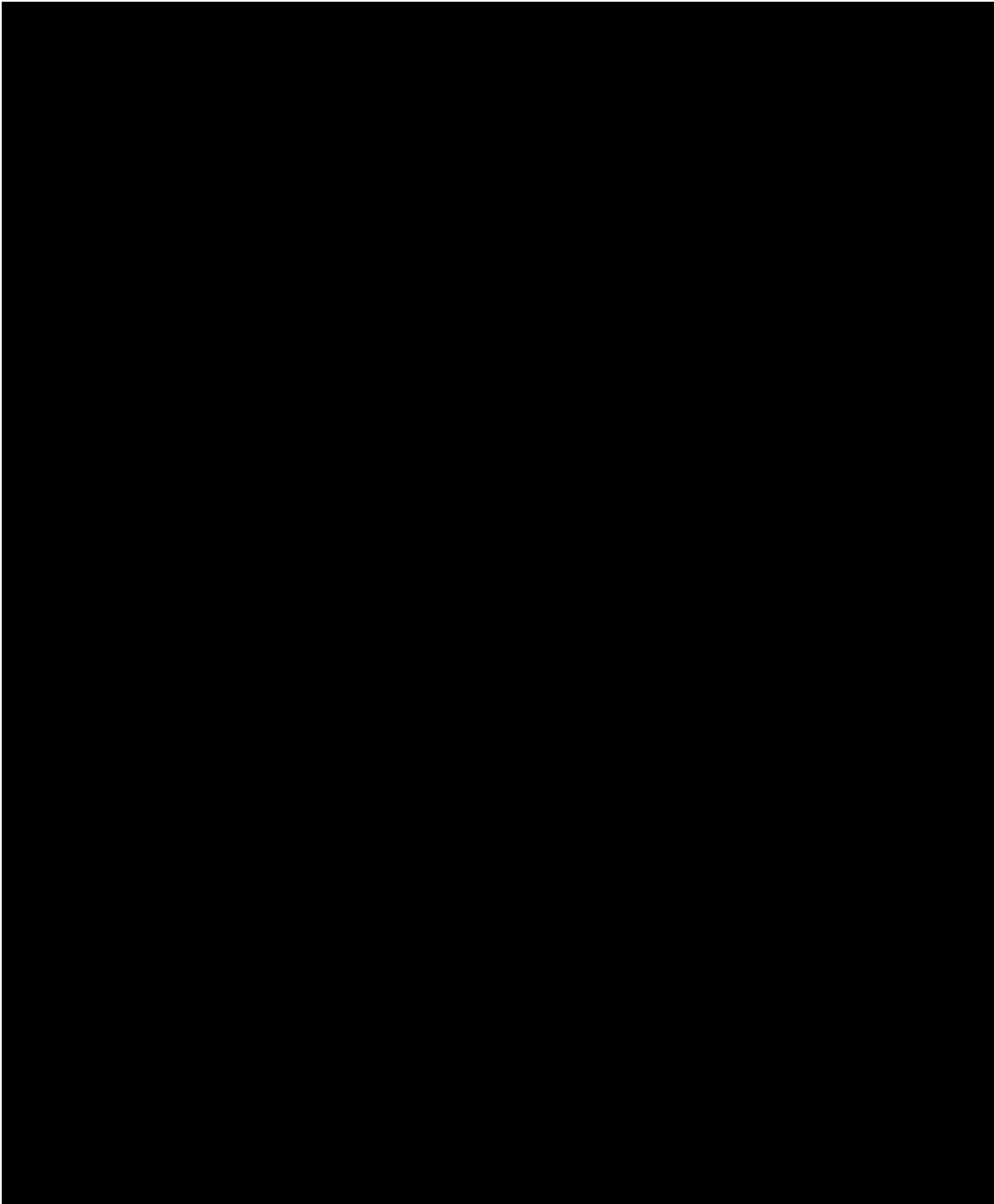


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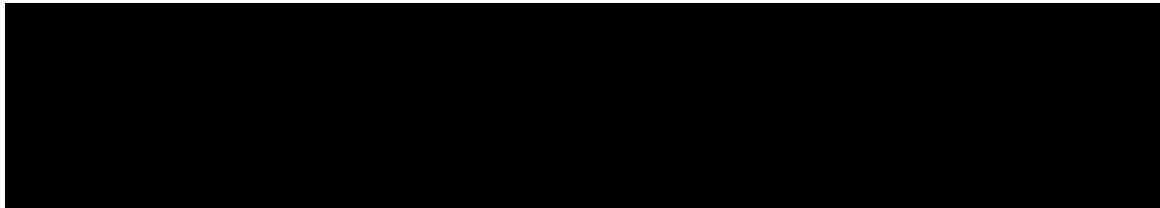
A Yes.



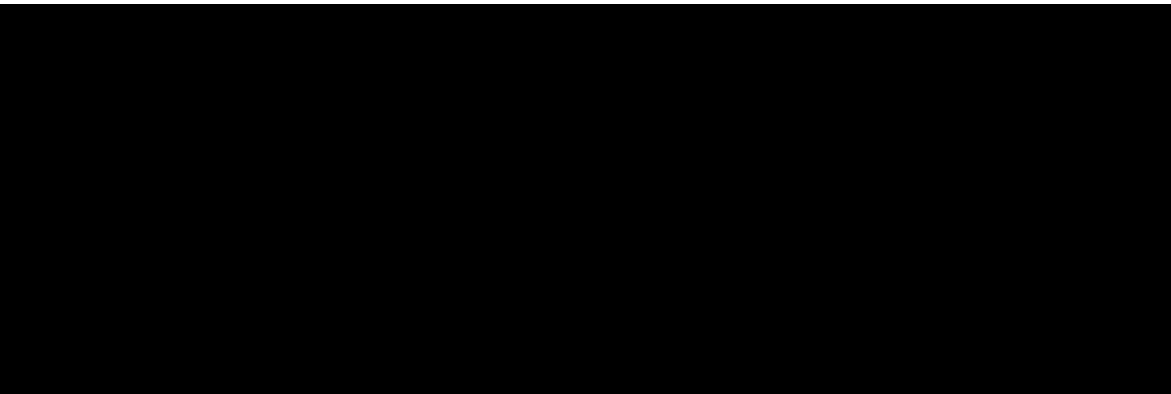
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Could you explain that to me again, please?

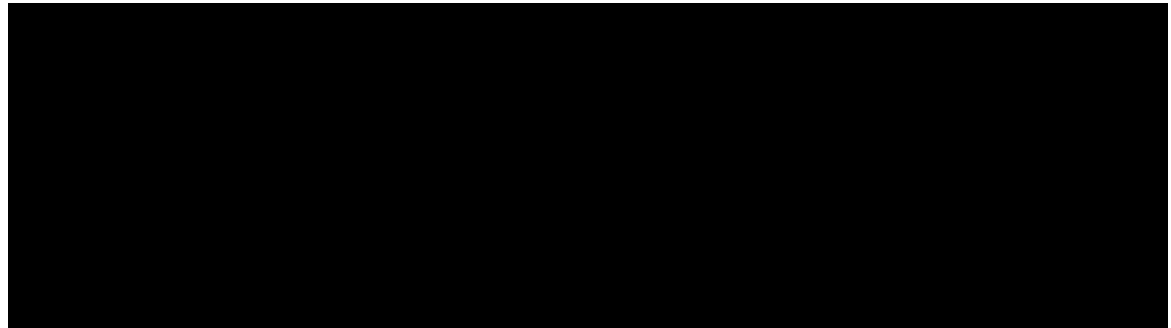


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Is that what you're saying?

A That's not what I'm saying. I'm saying that

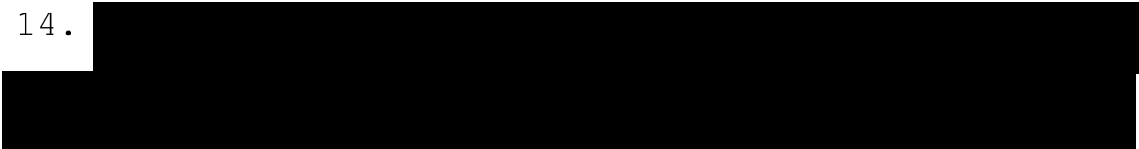


Q But that doesn't have anything to do with --
I'm sorry. I apologize. Please go on.

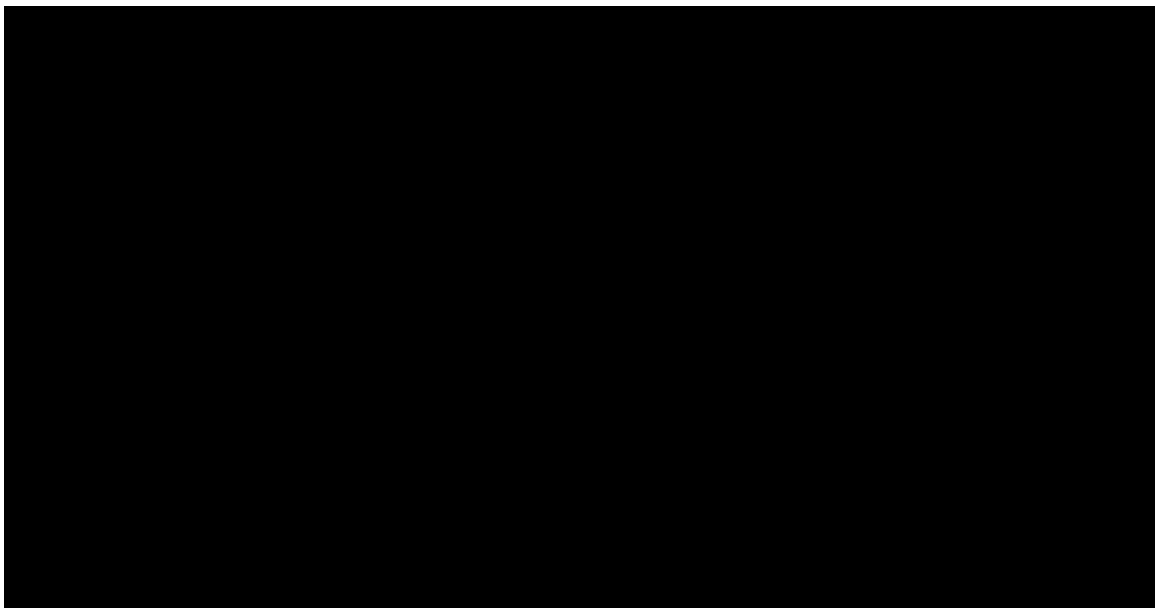
A As I mentioned in terms of Vermont Yankee,
you have the additional encumbrance that you have to
meet the terms and conditions associated with their
ability to withdraw from the ADP funds.

Q Okay. I'm not sure I understand your
response but I appreciate you bearing with me.

I want to turn your attention now to page 21.
We're still on page 21 and we're on lines 13 through
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Q What did that note indicate?

A If you turn to my Exhibit RAP-6, page 158, I'm not certain what the Bates number is. This page is a continuation of Footnote 2 and there is a paragraph there that talks about [REDACTED] and that is what I'm referring to.

Q Let me make sure I'm at the correct place. You said page 158?

A Yes, my page 158.

Q Is that the Bates number down at the bottom?

A The Bates -- well, again, I don't have the electronic version in front of me right now. It's page 158 of my Exhibit No. 6.

Q Let me see if I can find it before we move on.

MR. REHWINKEL: This is the numbering

1 that's in the upper right hand under RAP-6.

2 MR. HERNANDEZ: Thanks, Charles. I
3 appreciate it.

4 MR. REHWINKEL: Sure.

5 BY MR. HERNANDEZ:

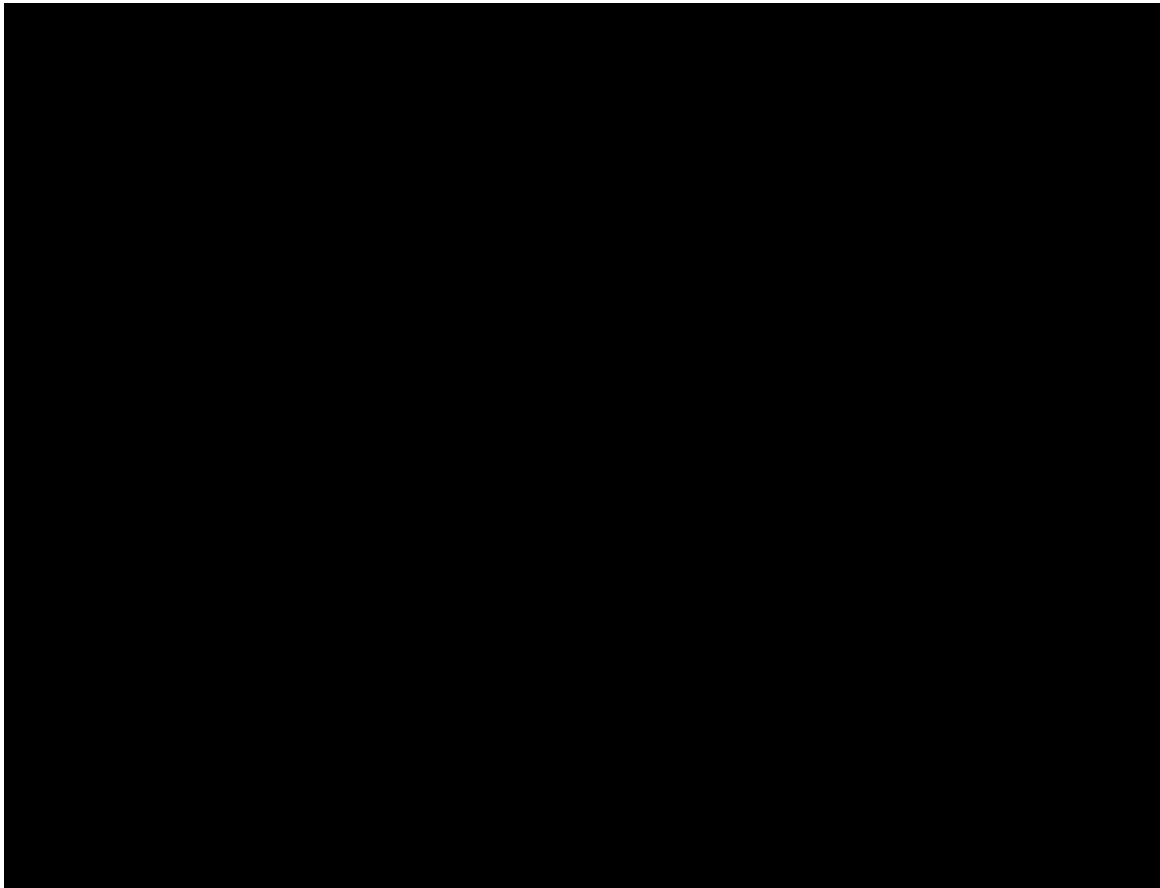
6 Q Mr. Polich, I'm at page 158 and can you tell
7 me -- can you direct me to the particular language
8 you're referencing?

9 A Halfway down the page you will see a section
10 called 

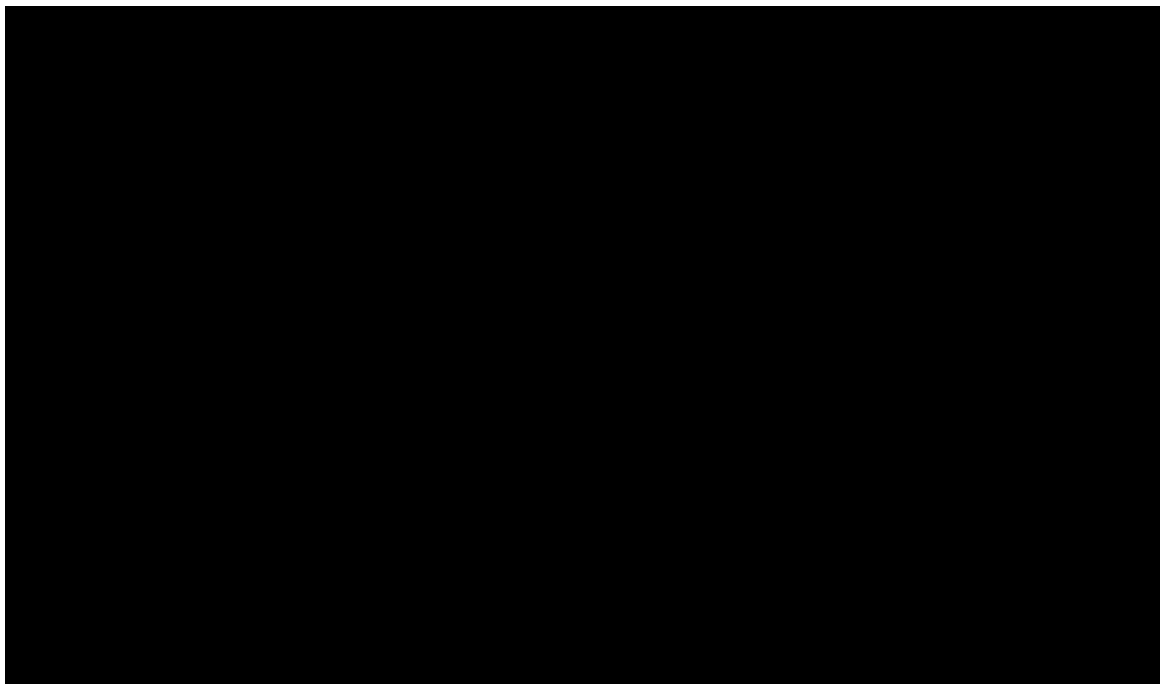
11 Q Yes.

12 A You go down through that particular section,

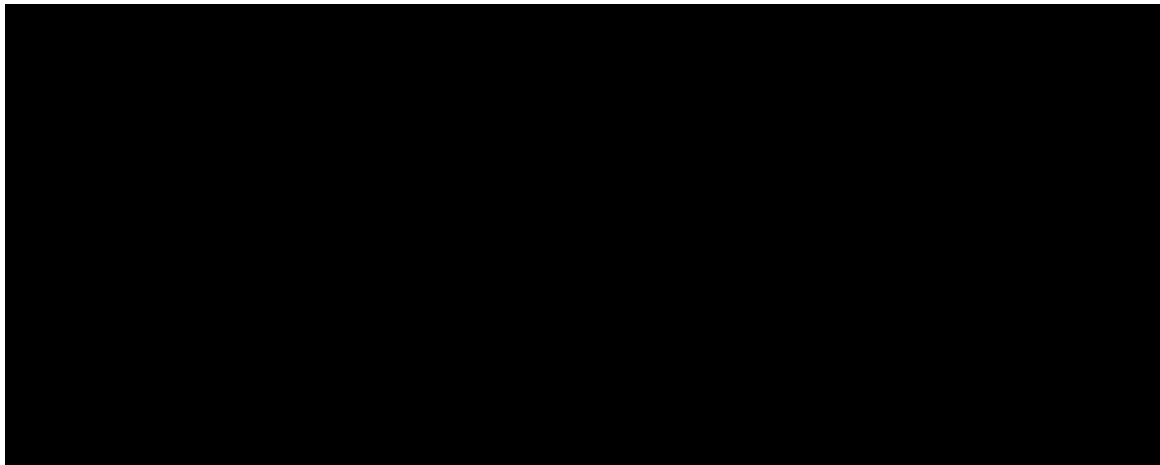
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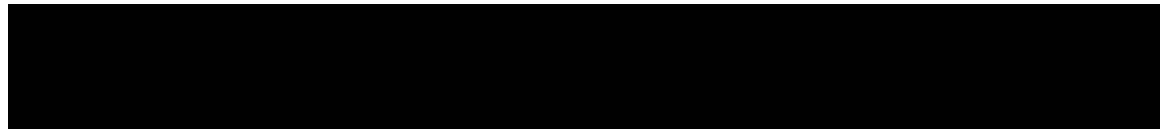
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A I didn't have access to that information.



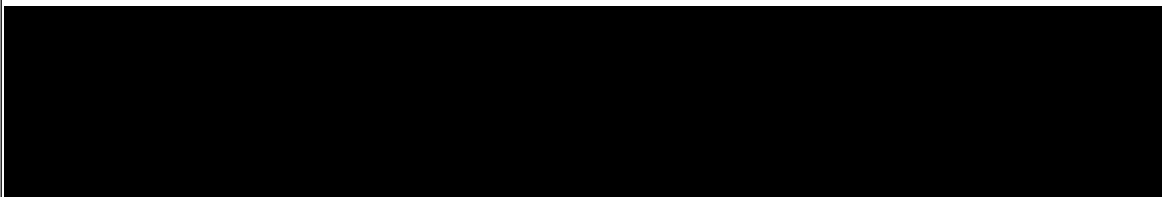
A No, I do not.



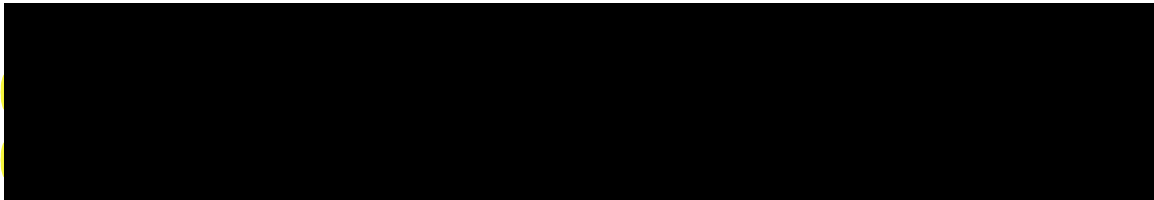
A All I have is the information that was taken,
the snapshot at the end of -- as of December 31, 2019,
because that was when those financials were prepared.



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A That is true and it's actually very probable.
Q Okay. But you do not know?
A Yes, I do not know.



A No, I am not saying that.
MR. HERNANDEZ: Mr. Polich, it's twelve
o'clock. If it's okay with you, we can take
a break for lunch and, madam court reporter,
we can go off the record.
(A lunch recess was held from 12:01 p.m.
to 12:41 p.m.)
(Ms. Pirrello left the deposition.)

BY MR. HERNANDEZ:

Q Mr. Polich, we are back from lunch and I want
to resume questions regarding your direct testimony.
Could you turn to page 21, which is Bates
page 25 of Exhibit 4, please.

A (Via video-teleconference) Okay.

Q I'm going to read a portion of your testimony
which begins on Line 15 of that page and then I'm going

1 to ask you a question about it.

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6 Can you explain that statement to me please,

7 Mr. Polich?

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14 Q Which particular contract are we talking

15 about?

16 A You gave me a hypothetical and I gave you one

17 back.

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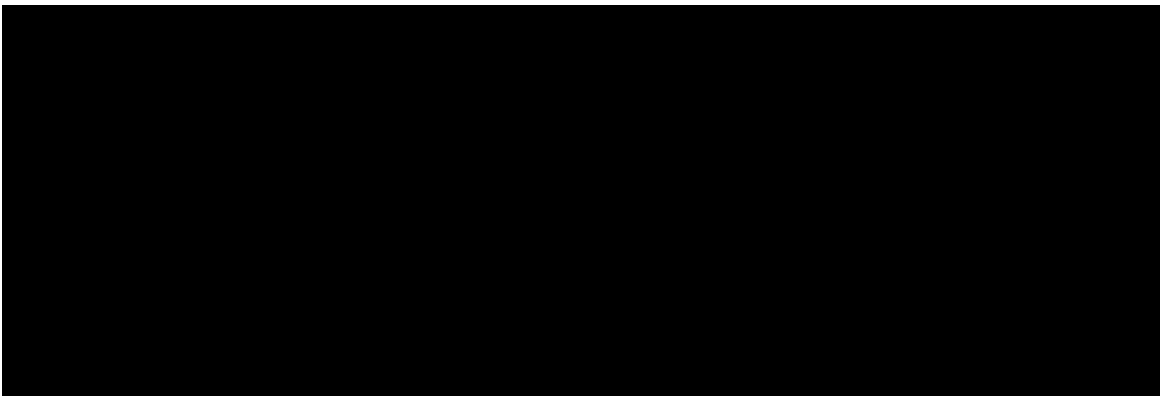
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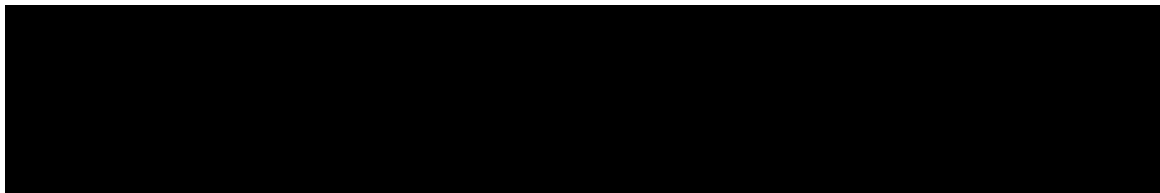
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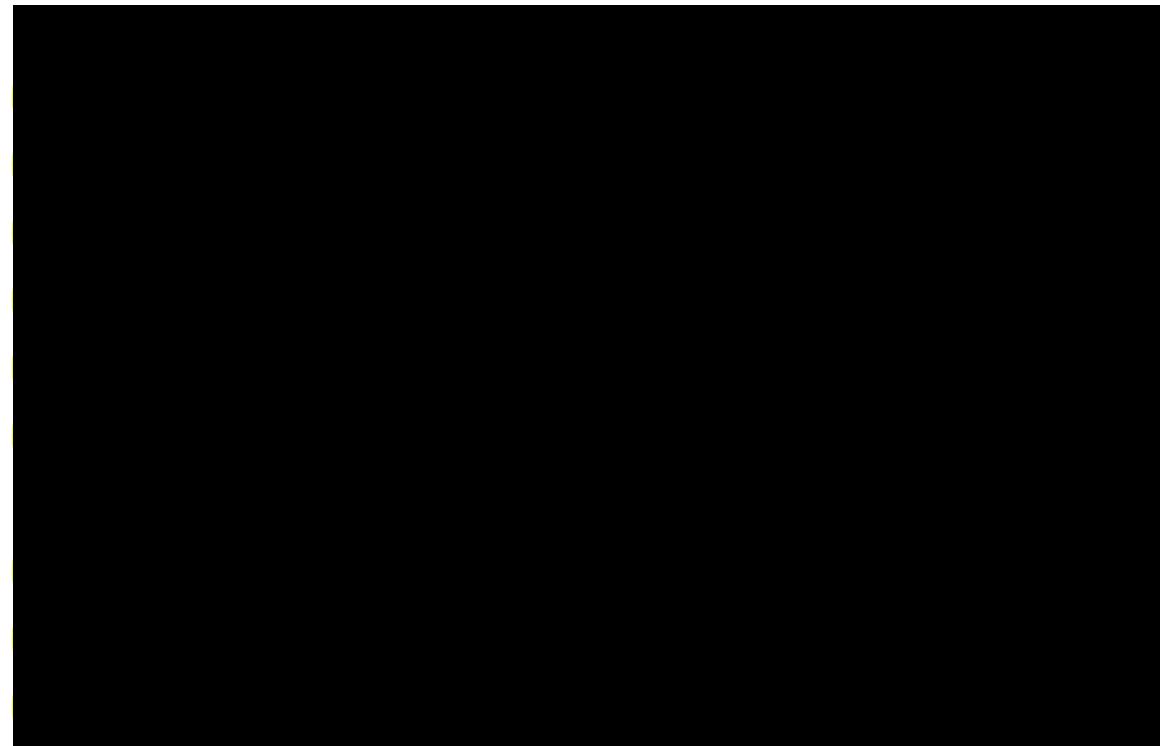
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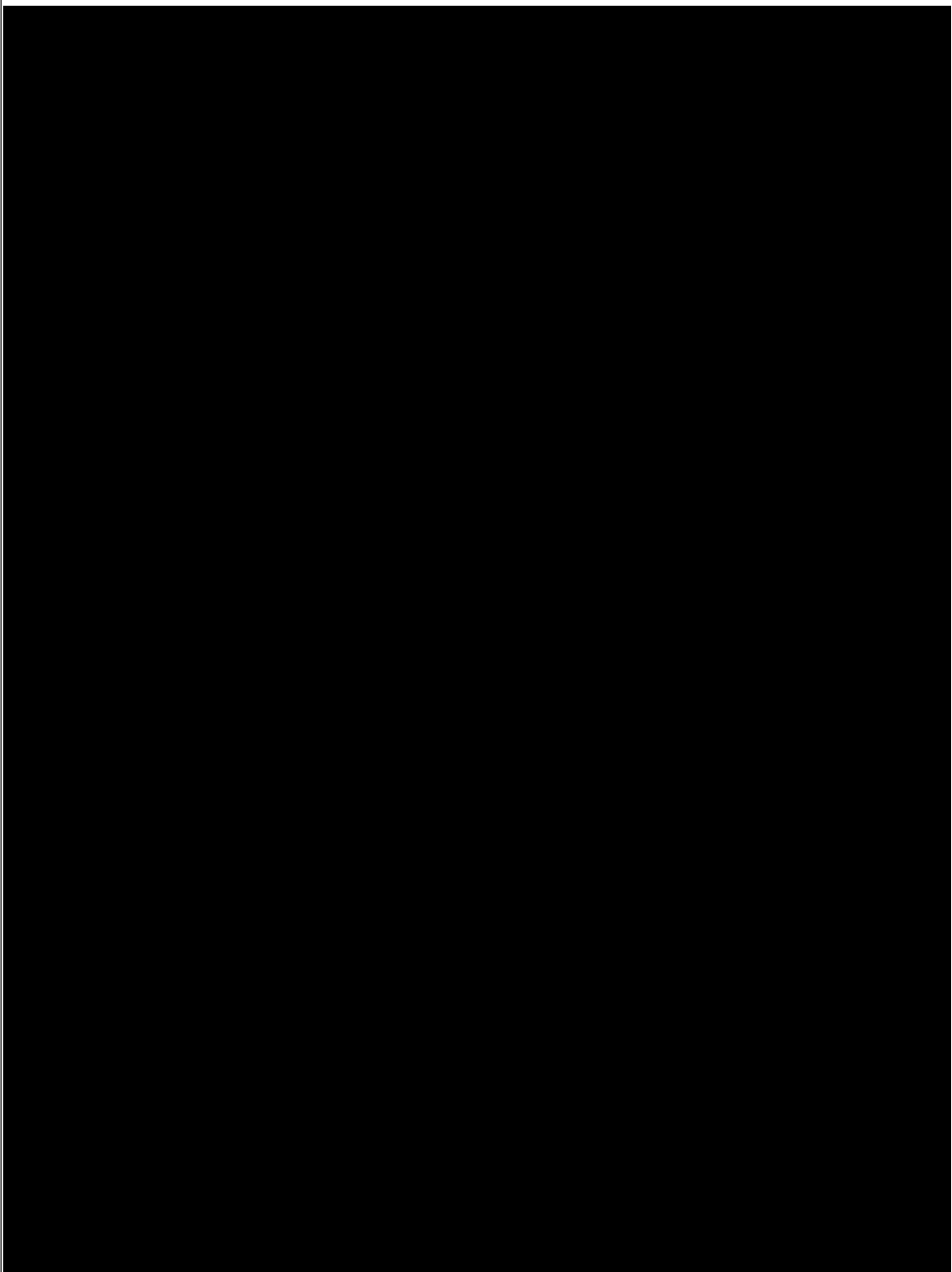
Q Are you relying upon a particular accounting principle for that statement?



Q So the answer is that you are not relying upon a particular accounting principle for that statement; is that correct?



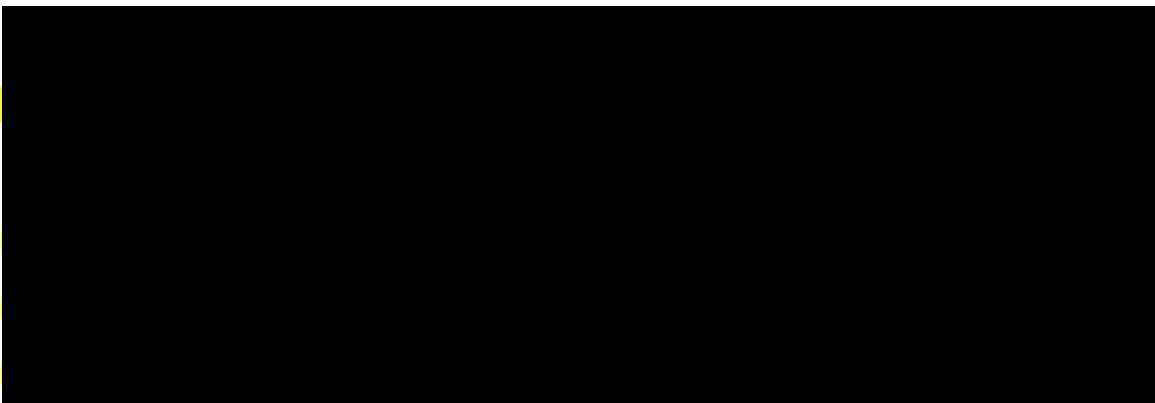
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Is that what you're saying?

A Yes.

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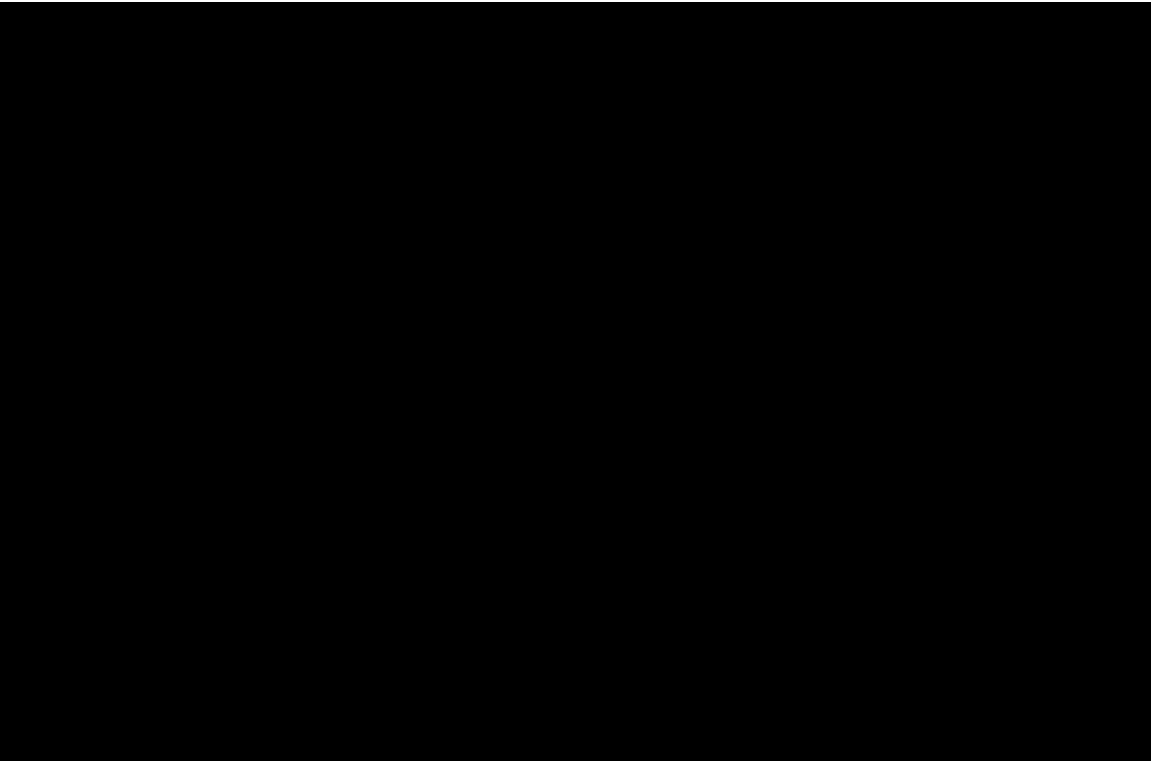
Q And what is the basis for your definition that you just gave me?

A Again, general accounting principles.

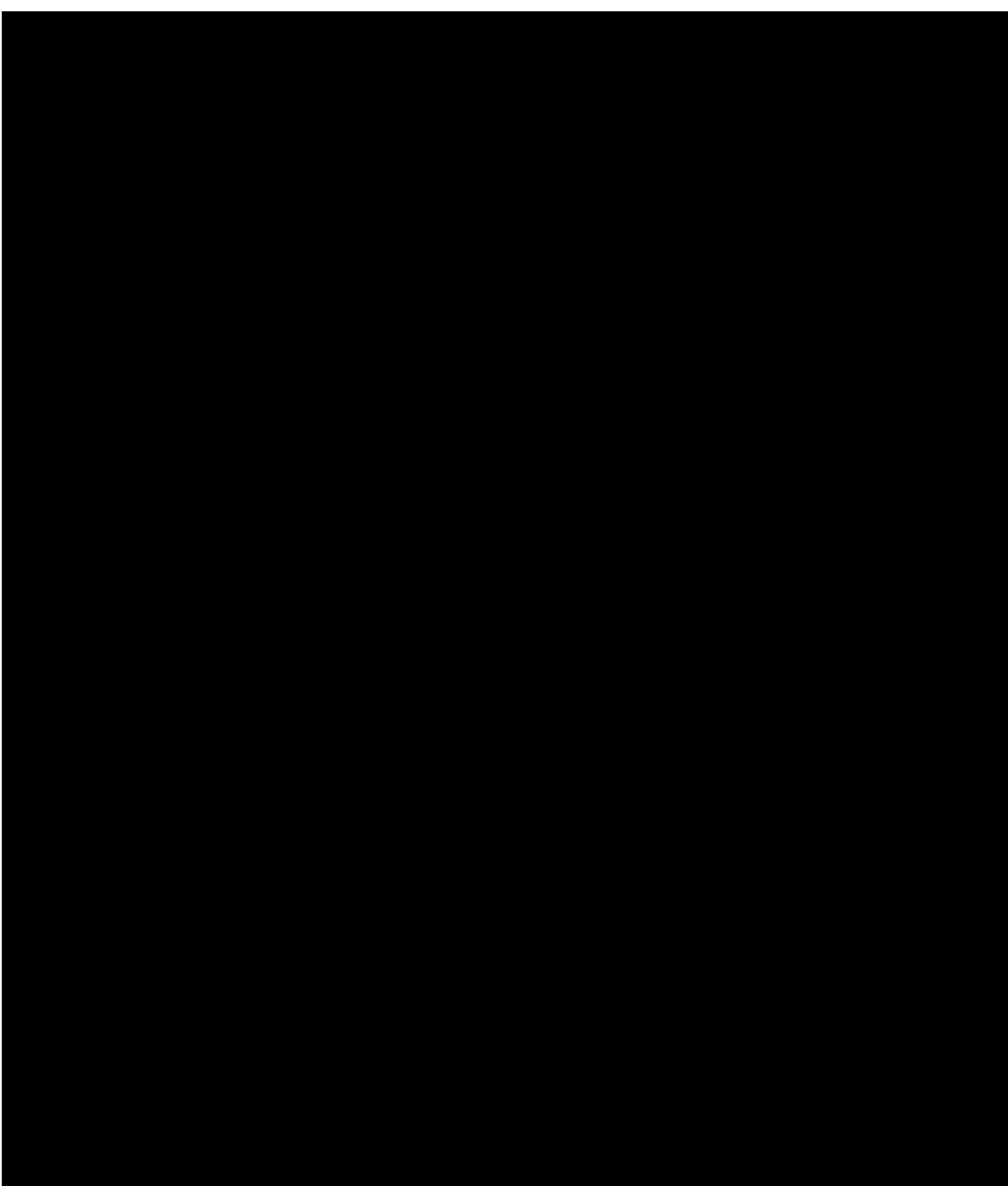
Q So you got this from GAAP?

A I didn't say that.

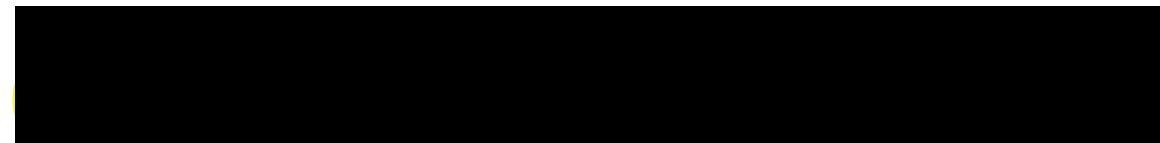
Q Okay. So it's just based on your knowledge of accounting generally? That's where you got that definition?



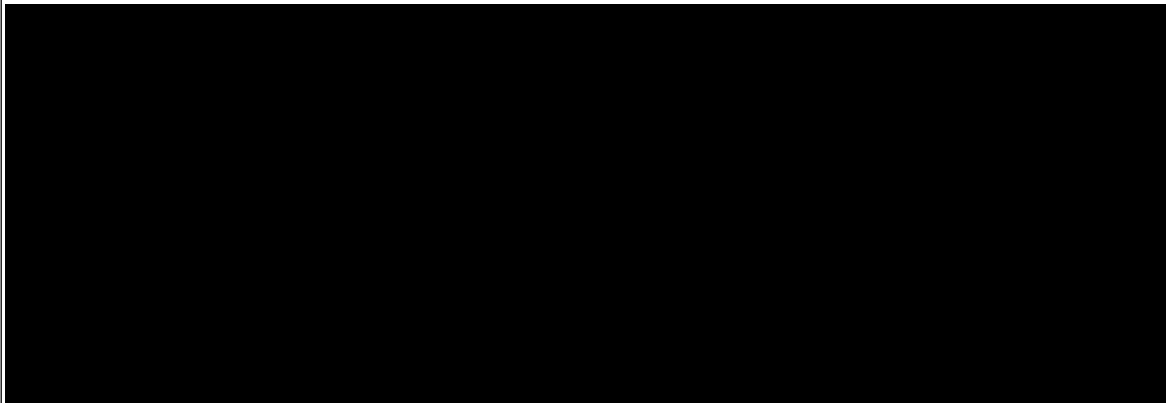
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Q I'm going to read from your testimony. I'm on page 25. This is Bates No. 29 and I'm on Line 9 of that page. You indicate -- this is your testimony.

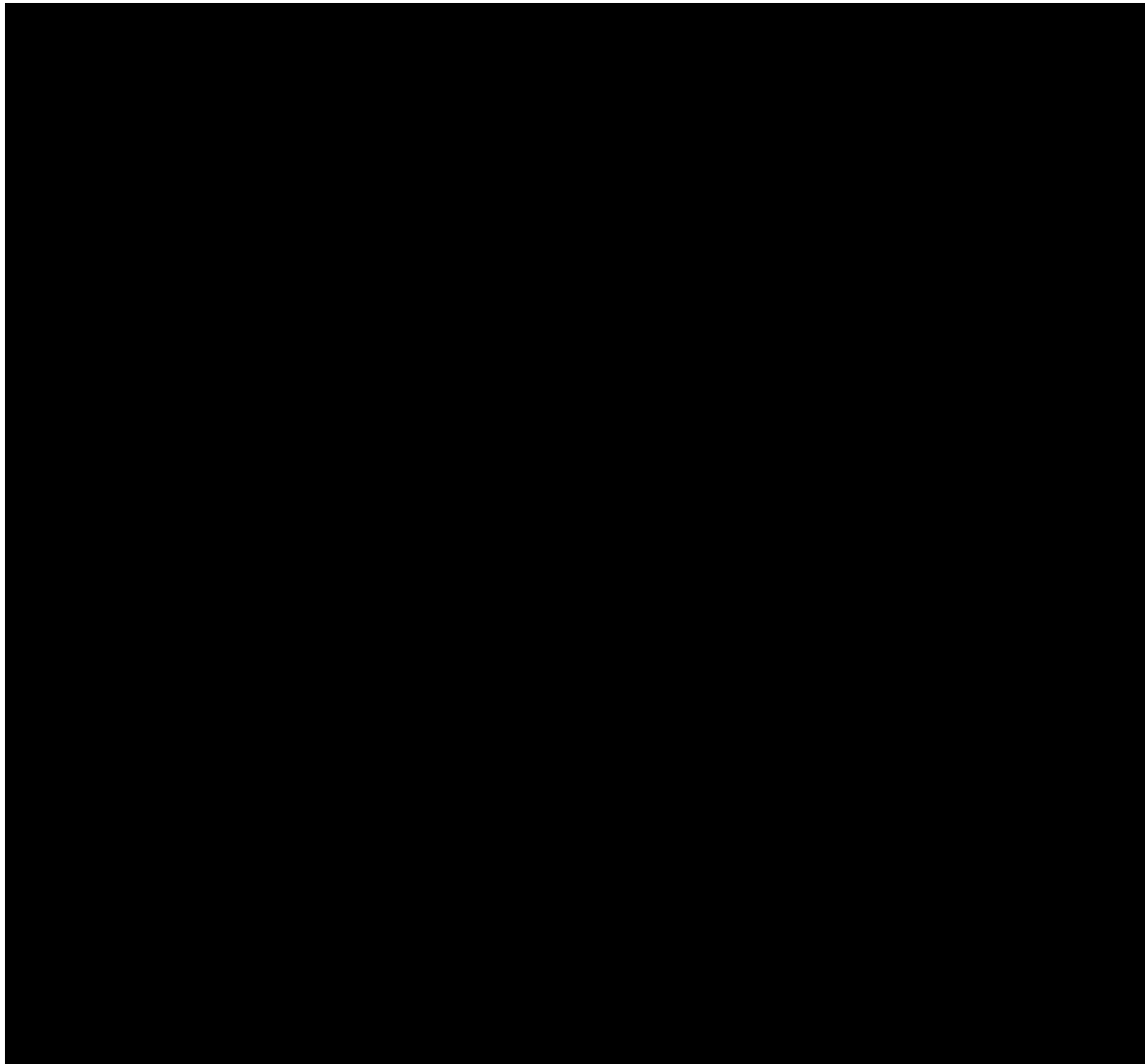


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Do you agree with that statement?

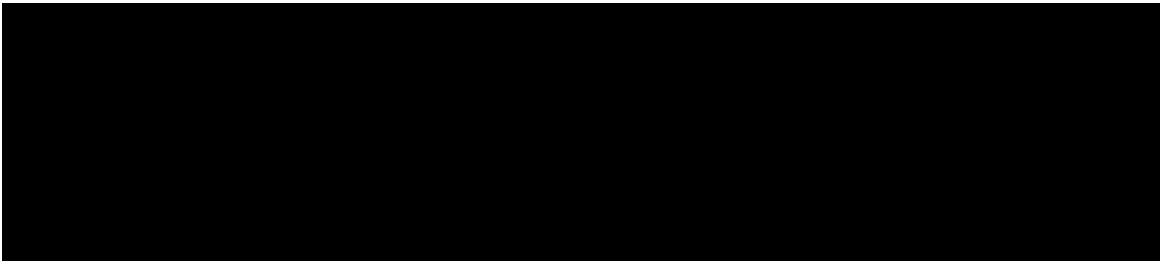
A That is what my testimony says.



Q Okay. Let's stay on page 21. I want you to

1 turn your attention to the statement that begins at
2 Line 21 and I'll read that.

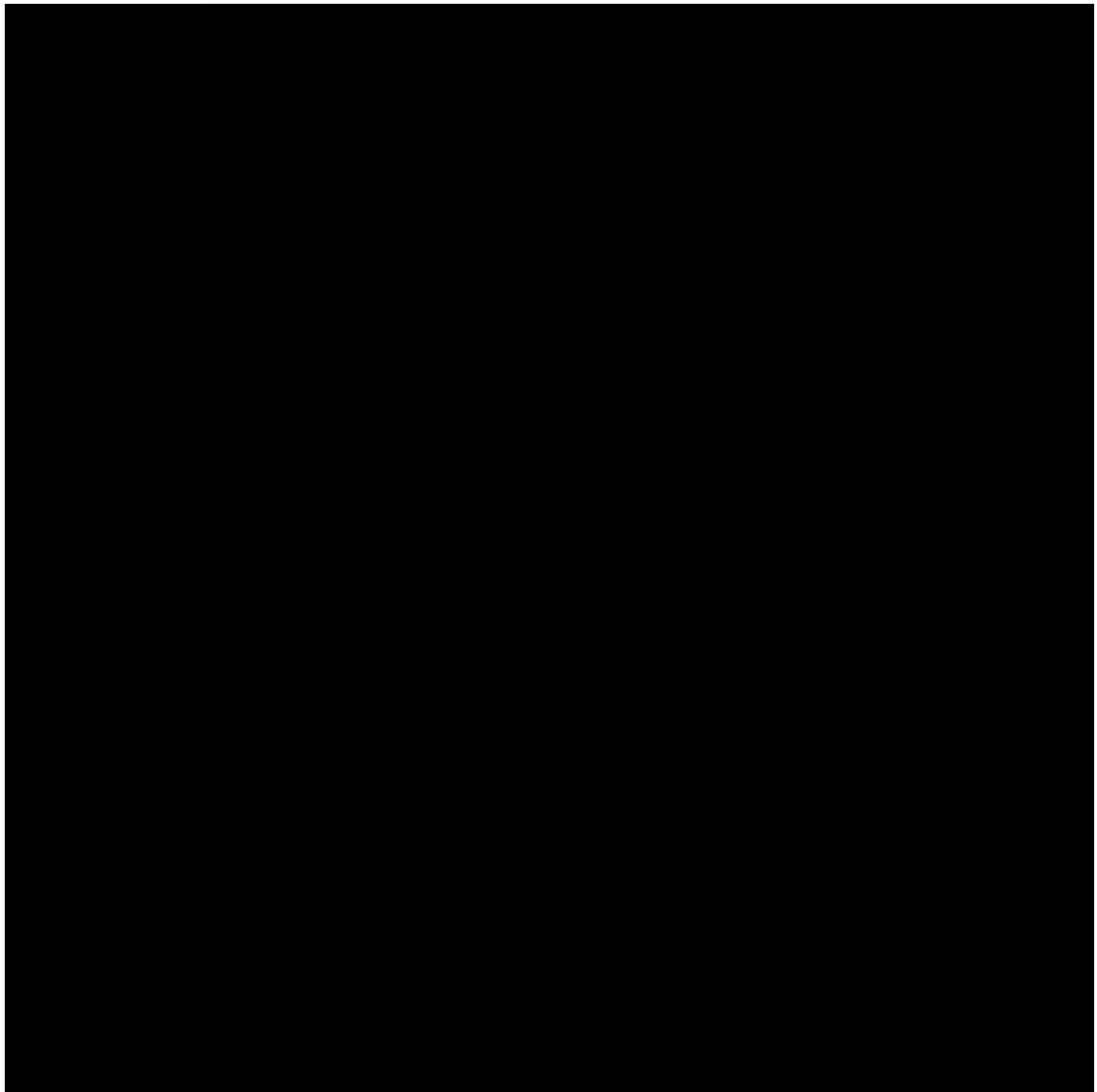
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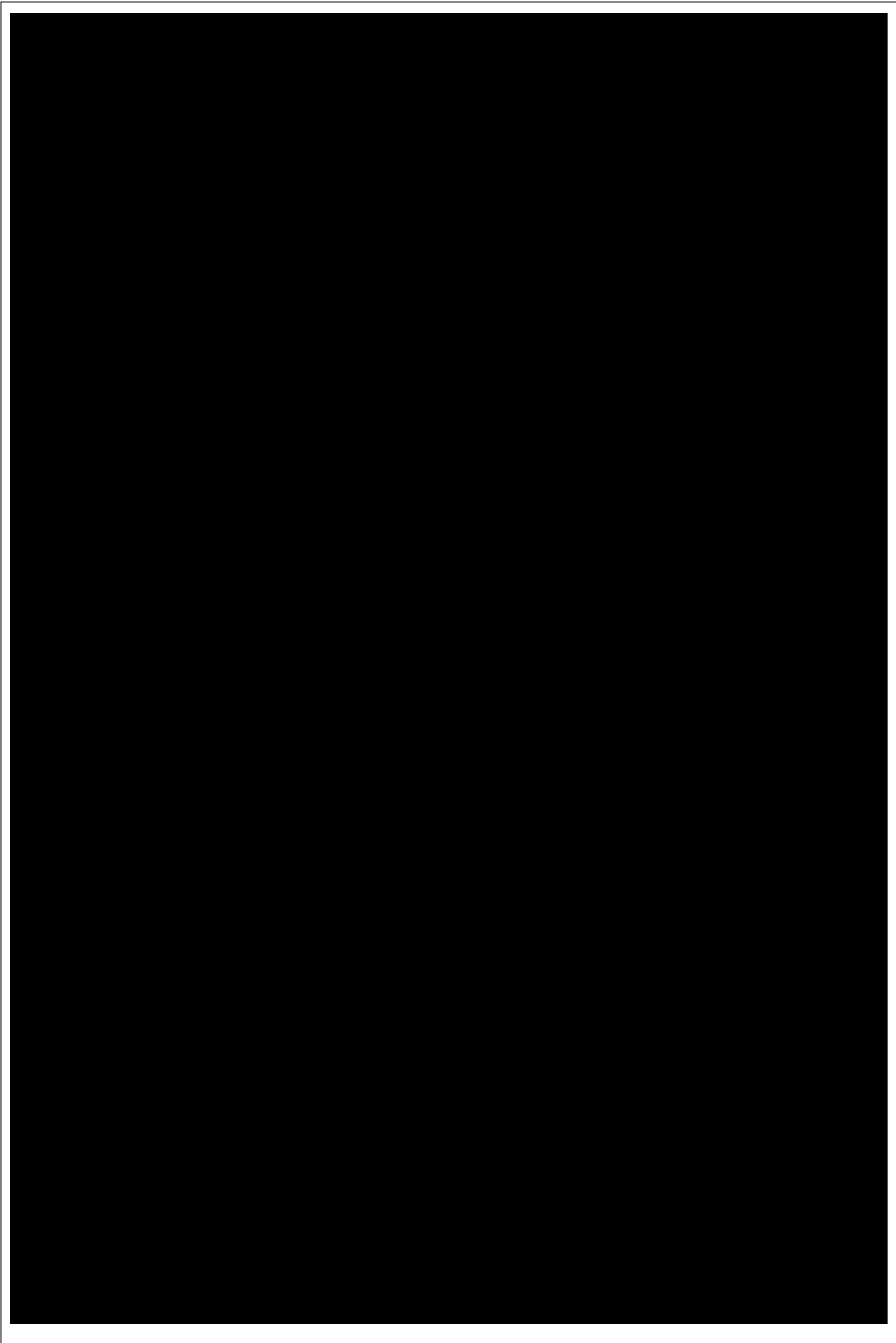
7 Did I read that accurately?

8 A Yes, you did.

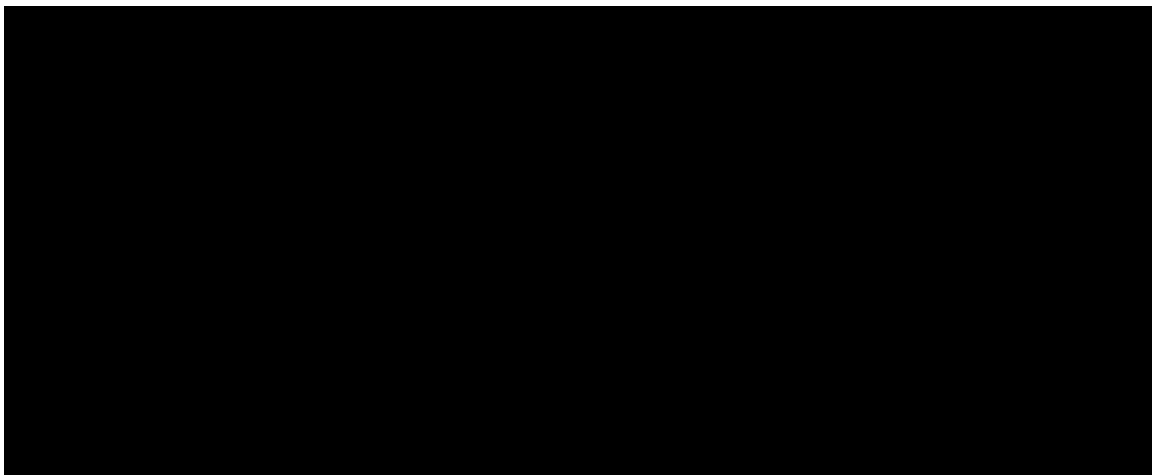
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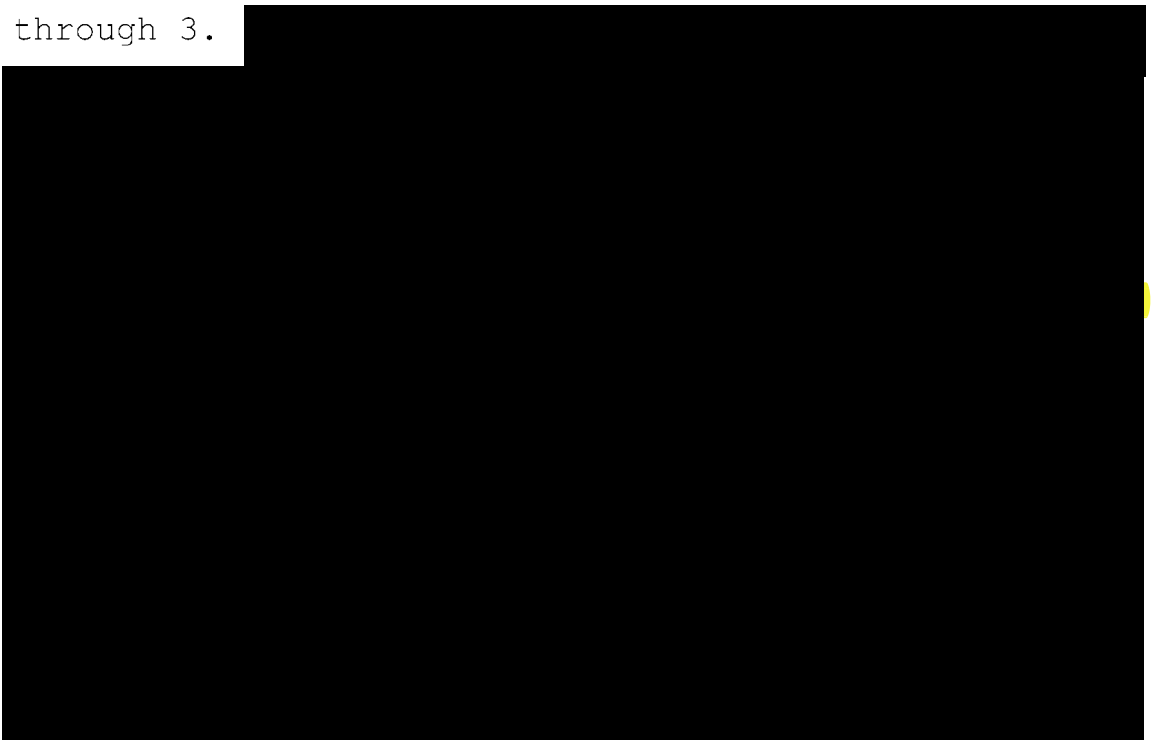
Q And you're speaking from your personal experience?

A Yes, when I was in the rates department at Consumers Energy.

Q When was that?

A That was back in the '90s.

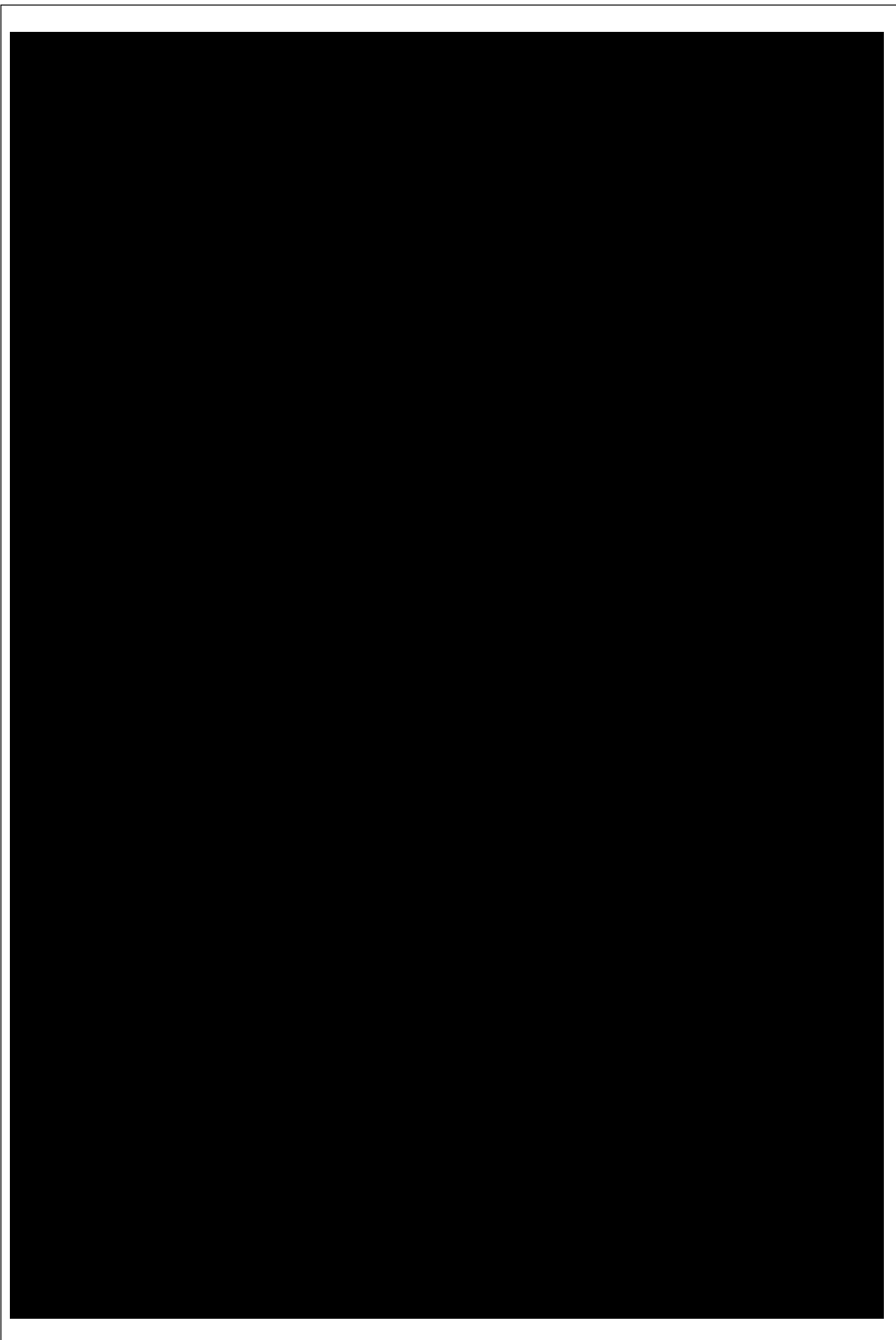
Q Let's turn to page 22, please, lines 1 through 3.



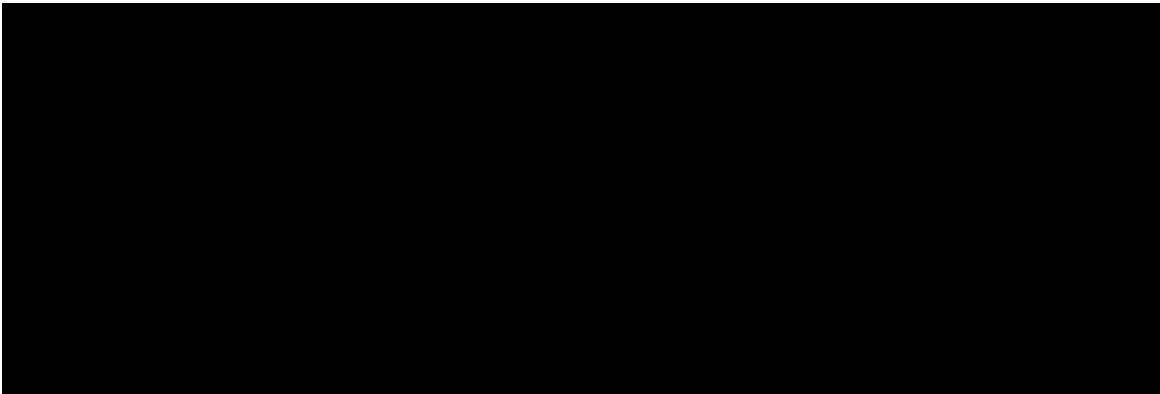
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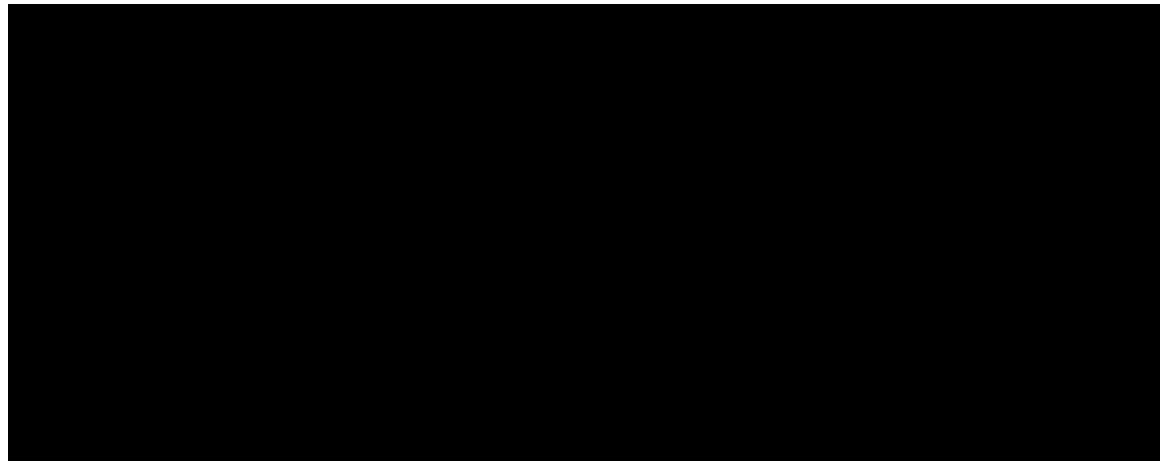


A I would like the court reporter to read back my statement because I do not believe I ever used the word 

MR. HERNANDEZ: Madam Court Reporter, can you read back Mr. Polich's -- I can't remember which -- how far back you have to go.

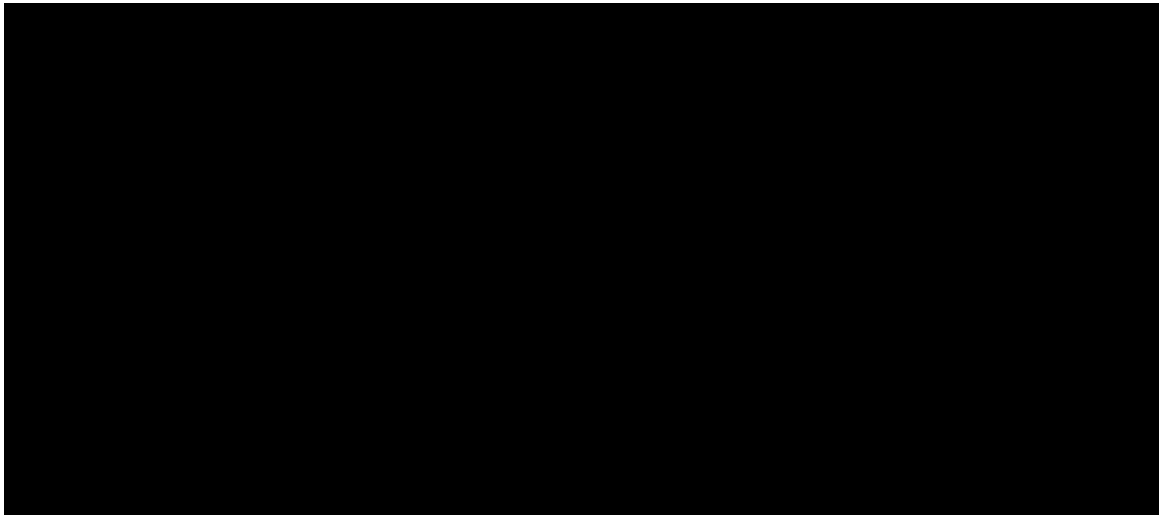
(The requested material was read back by the court reporter.)

BY MR. HERNANDEZ:

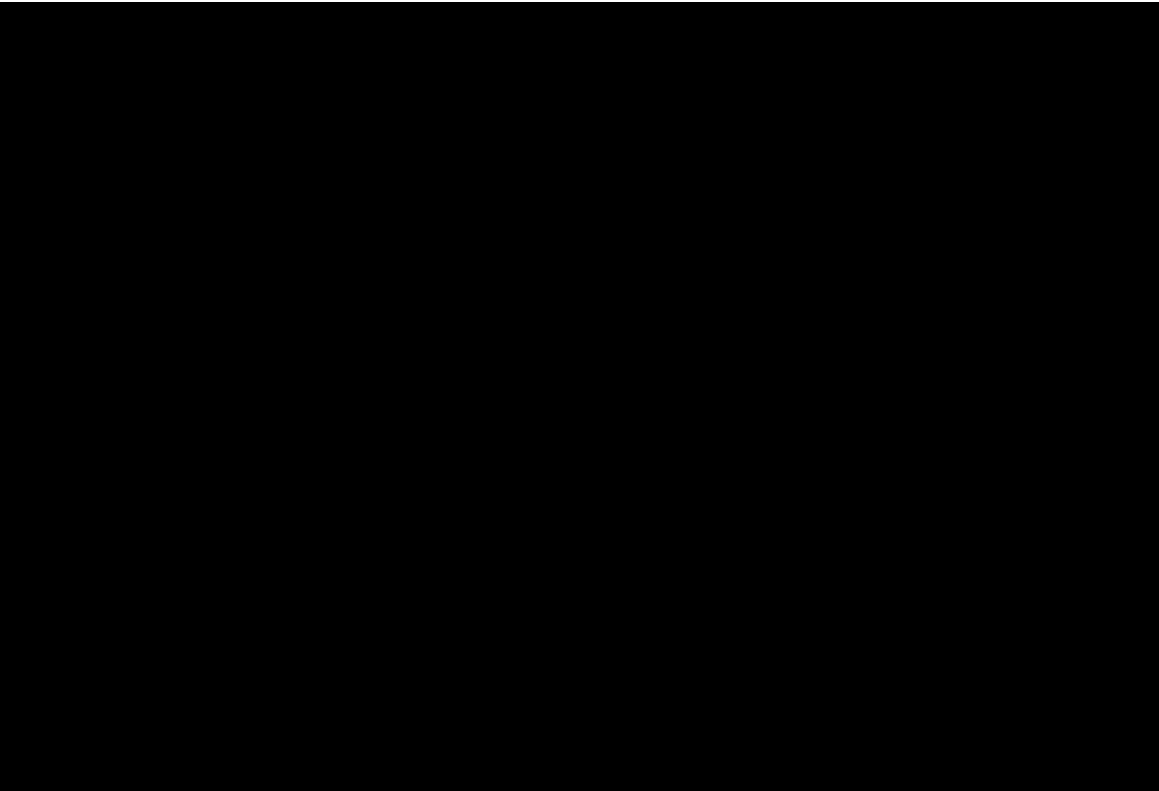


A I see what you're saying. Yes. Okay. I will rephrase that statement.


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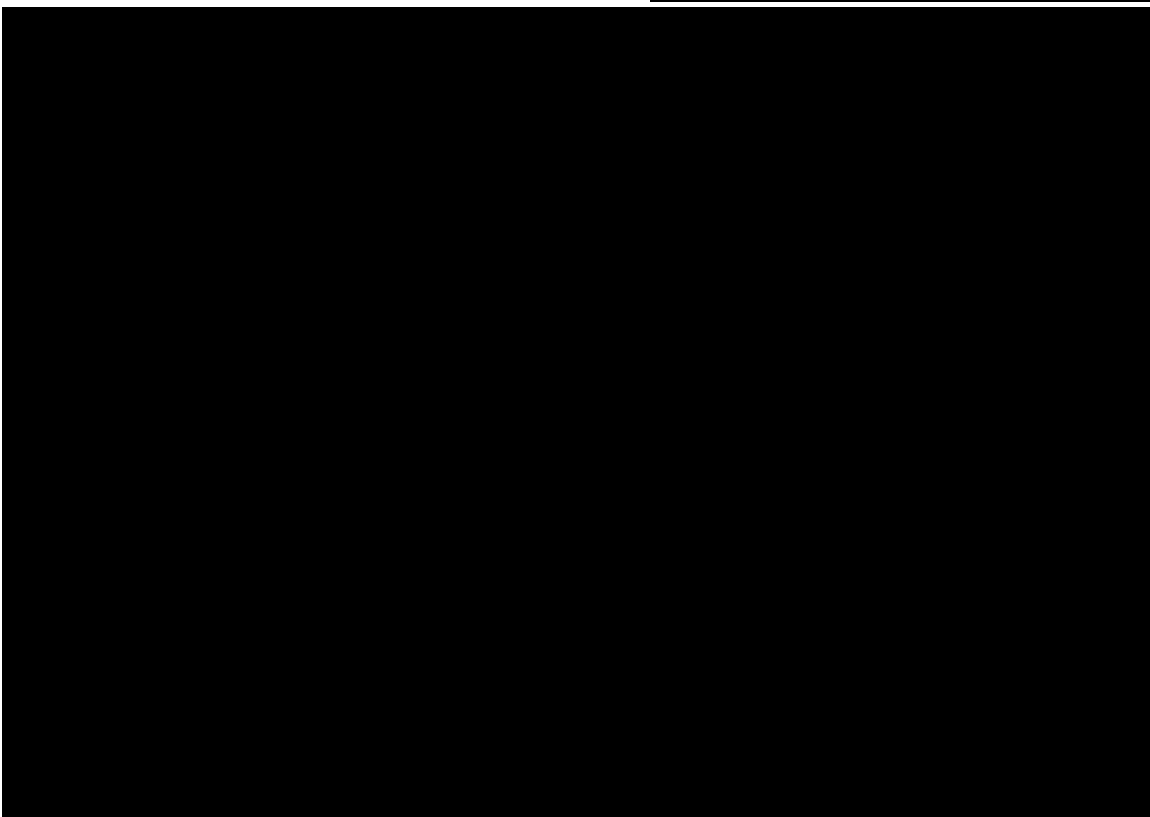
Q Okay. I understand your response now. I appreciate you providing that clarification, and I apologize for the confusion on my end.



A No, there is no evidence within the exhibits -- within my exhibits.

1 Q We're still on page 22, Mr. Polich, and could
2 you look at lines 4 through 8. 

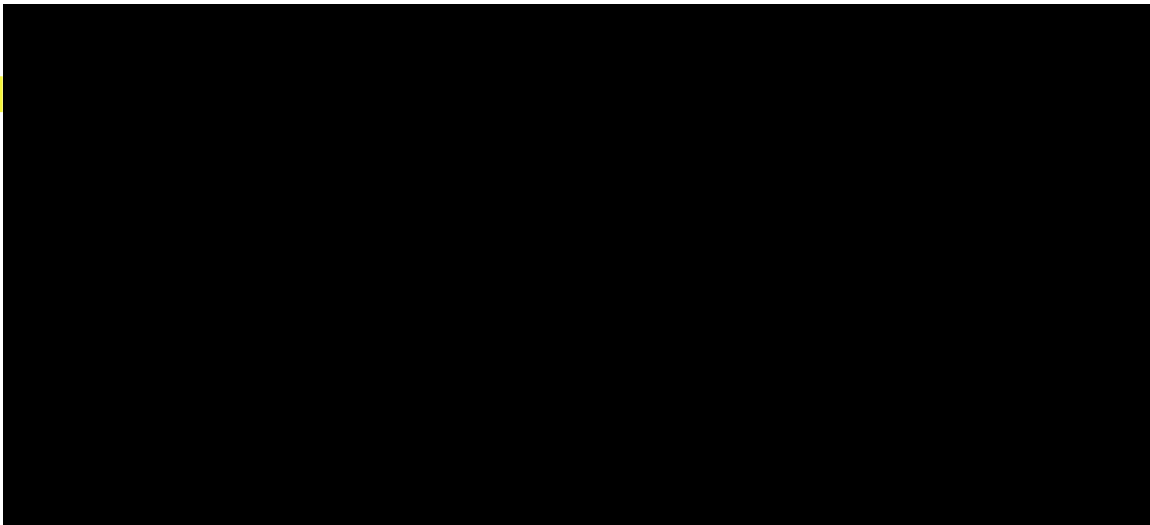
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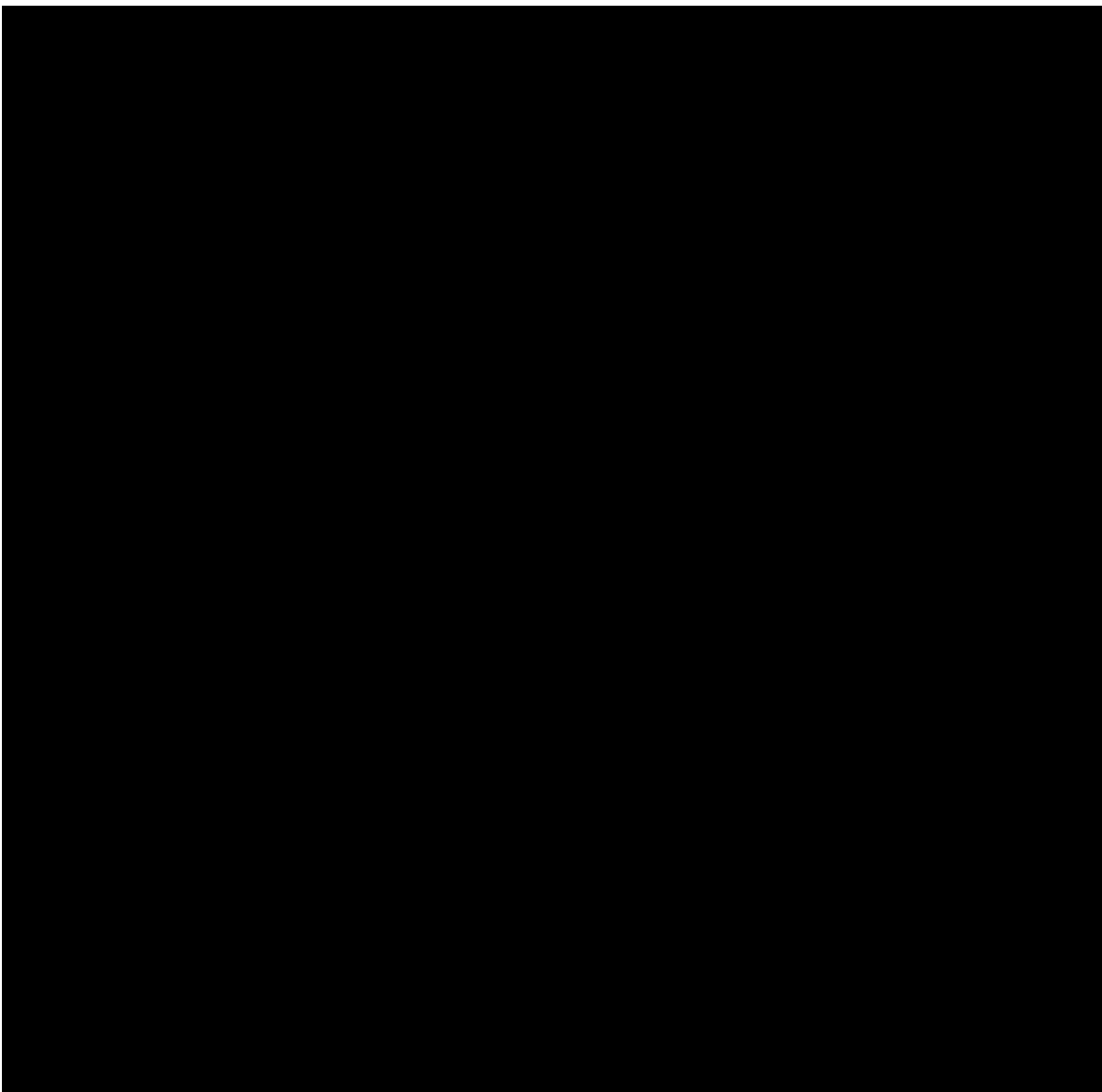
15 A Bear with me for a second. I'm trying to
16 find something.

17 Q Yes, sir.

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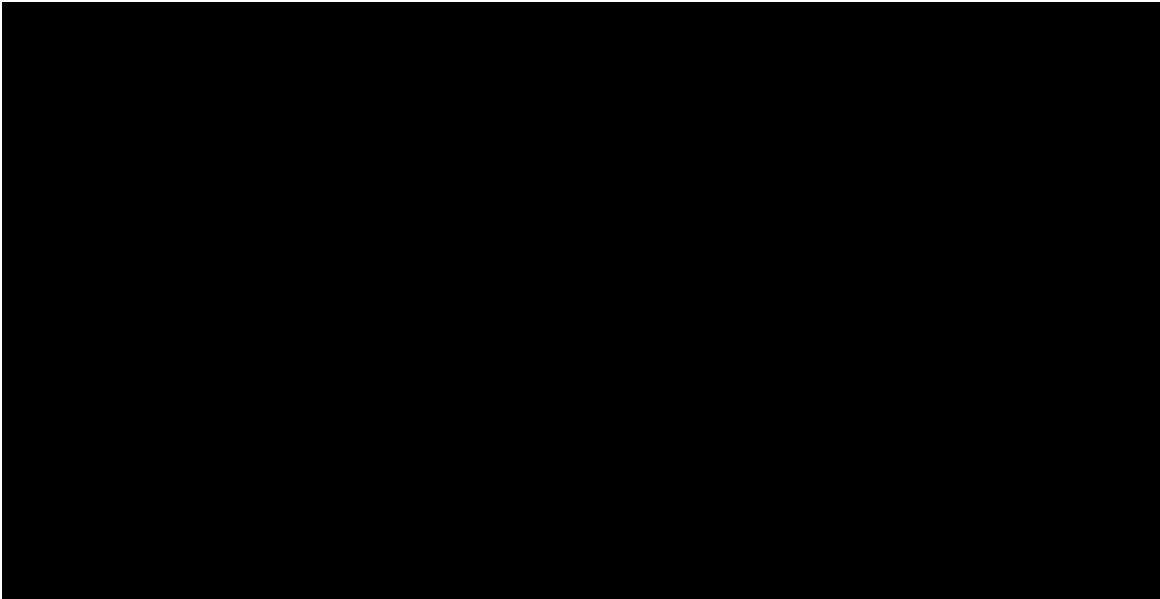
18 Q So to your knowledge, you do not know whether
19 or not it is supported by a general accounting
20 principle?

21 A It is supported by sound financial
22 principles.

23 Q And that's based upon your experience and
24 education, correct?

25 A Yes.

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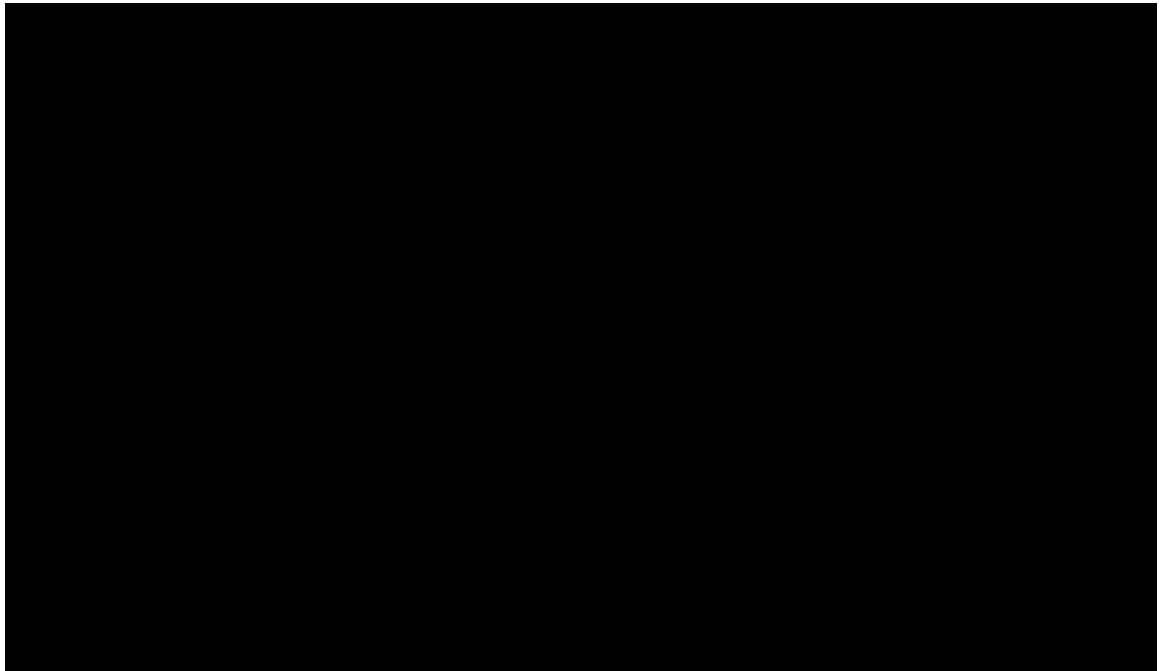
Q Where is that located?

A Turn to page 99 of RAP-6.

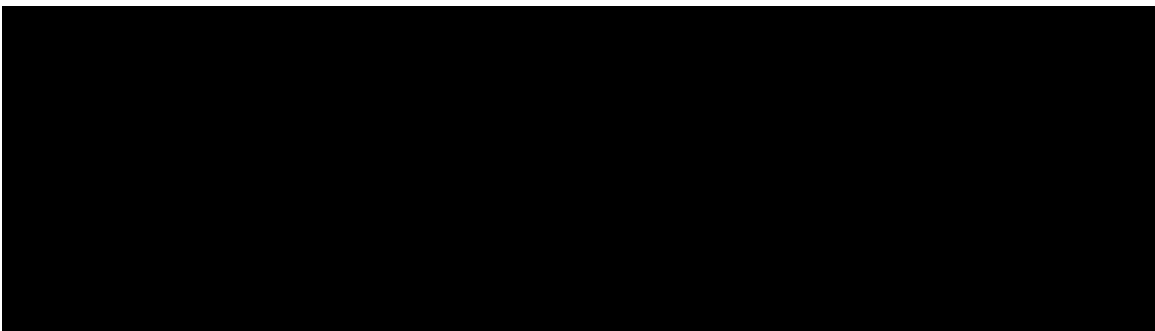
Q The page number that's the one you're
referencing is the one on the top?

A Yes, sir.

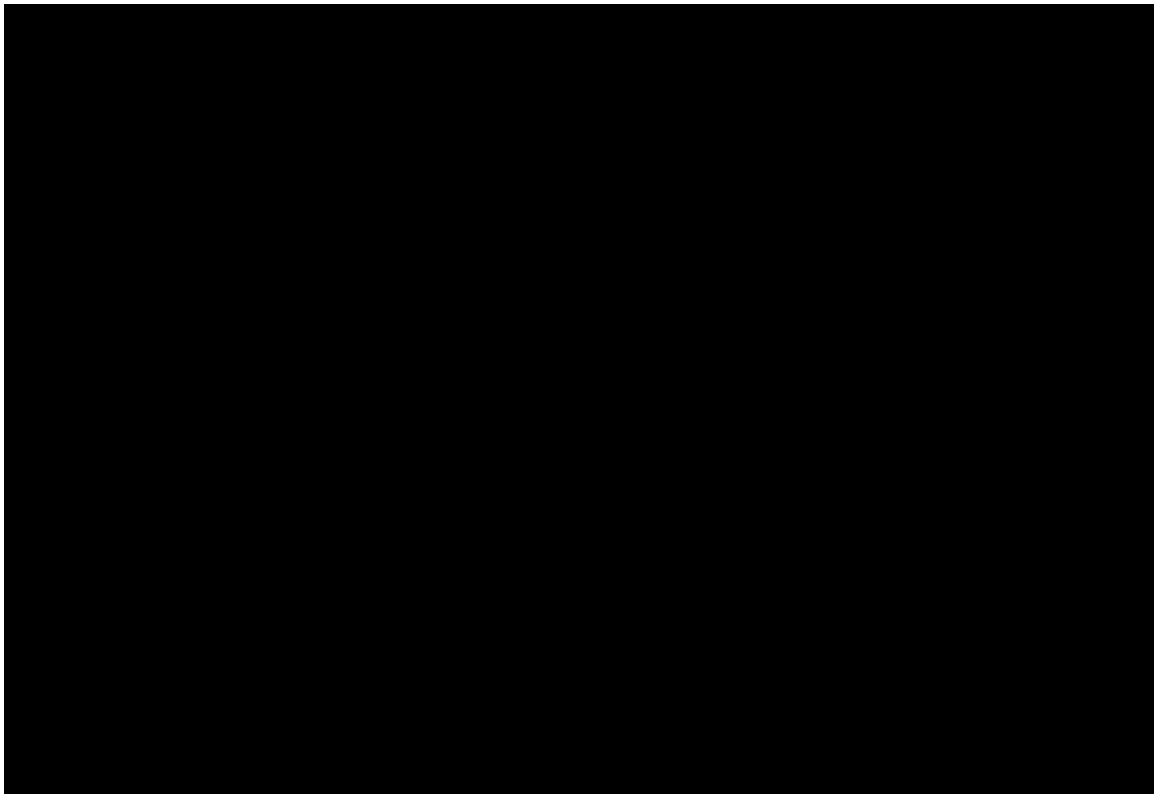
Q All right. I'm there.



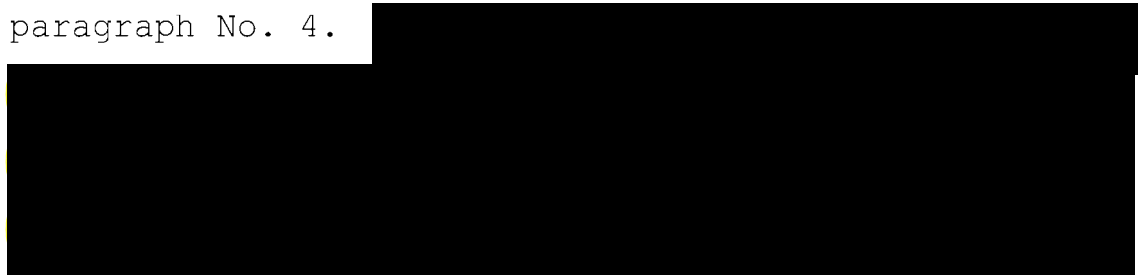
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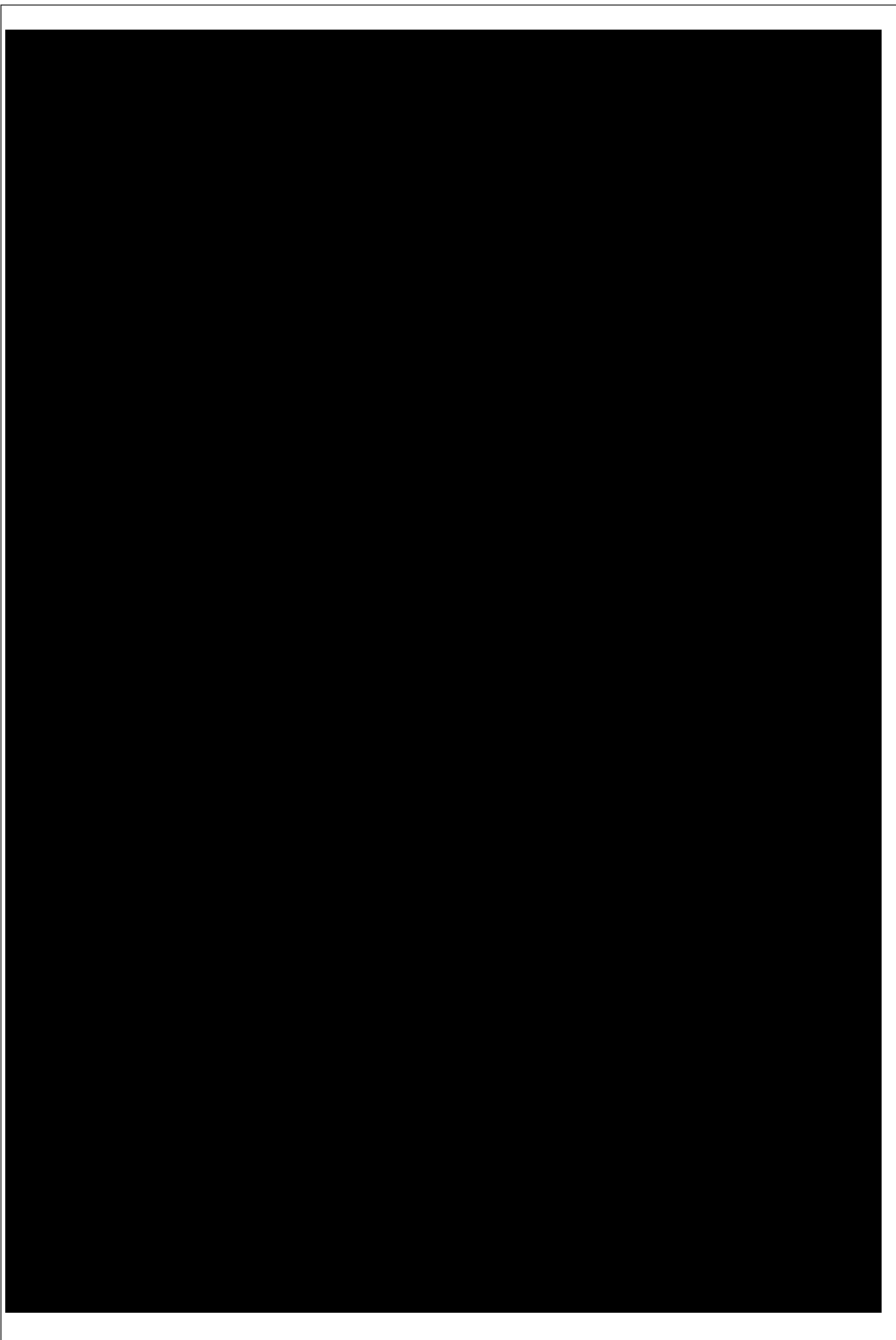
Q Thank you for pointing that out. I appreciate that.



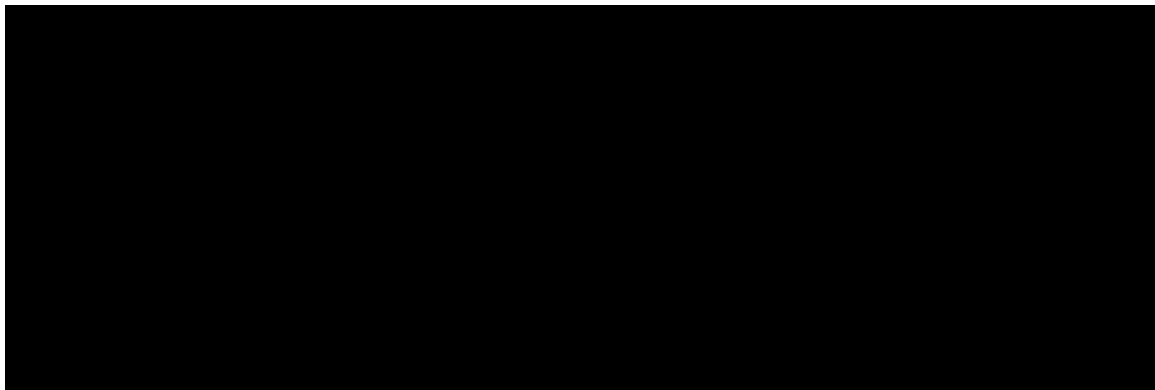
Q Thank you for that clarification. Let's turn to property and equipment. That's the same page, paragraph No. 4.



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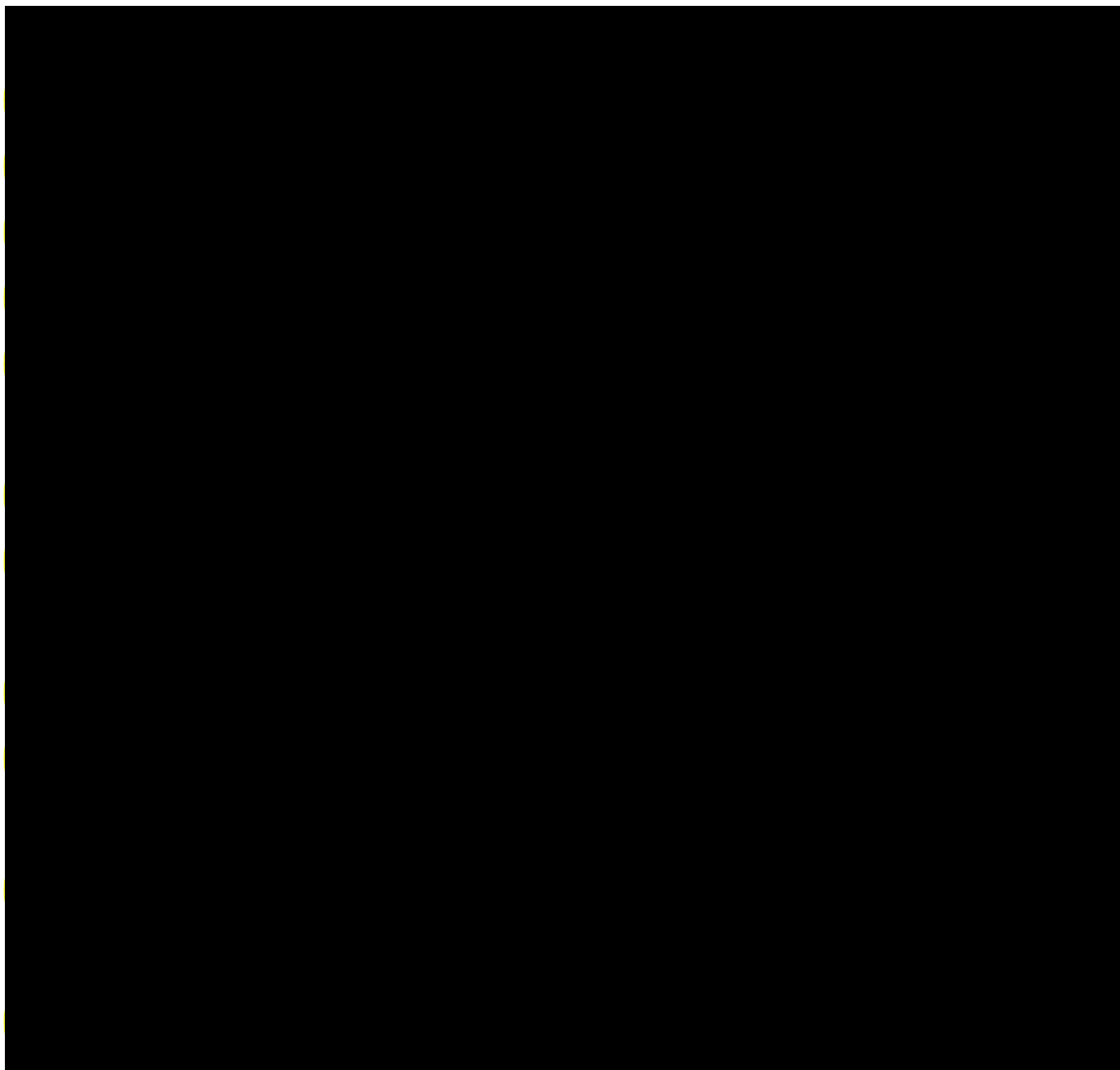
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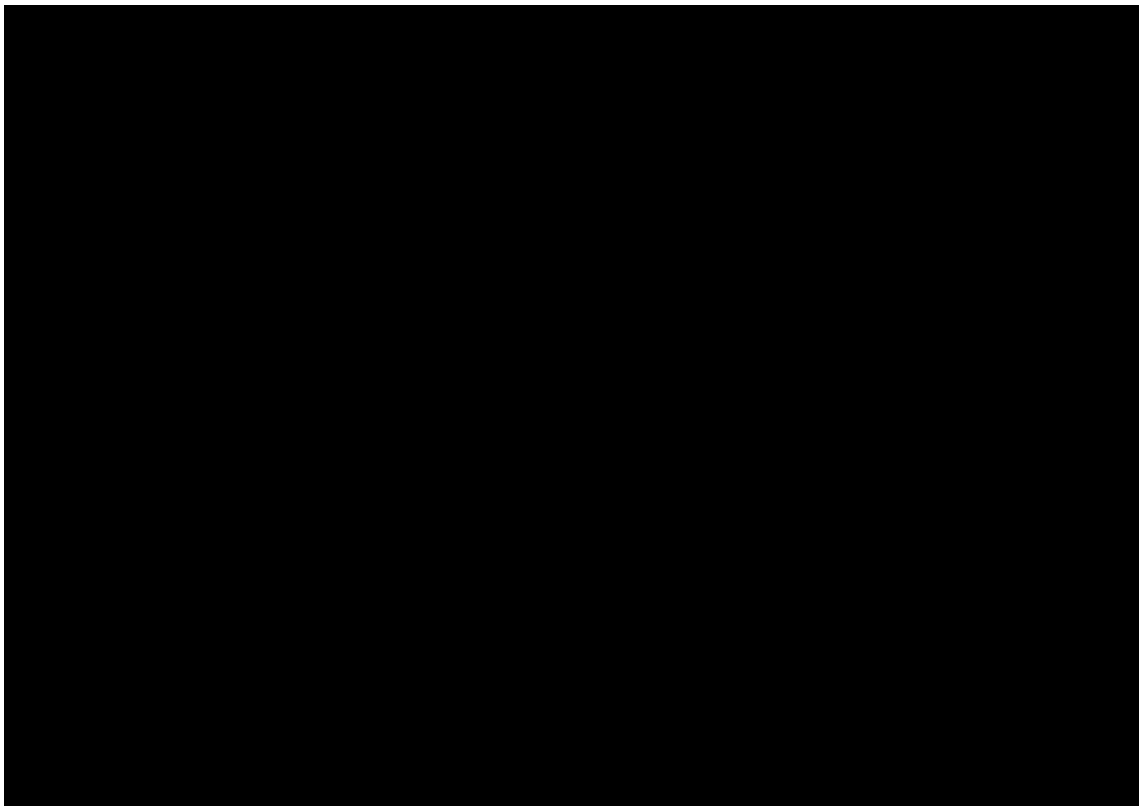
Q I'm sorry. Are you reading from somewhere?

A Yes, I am page 93 of Exhibit RAP 6.

Q Okay. I'm there.

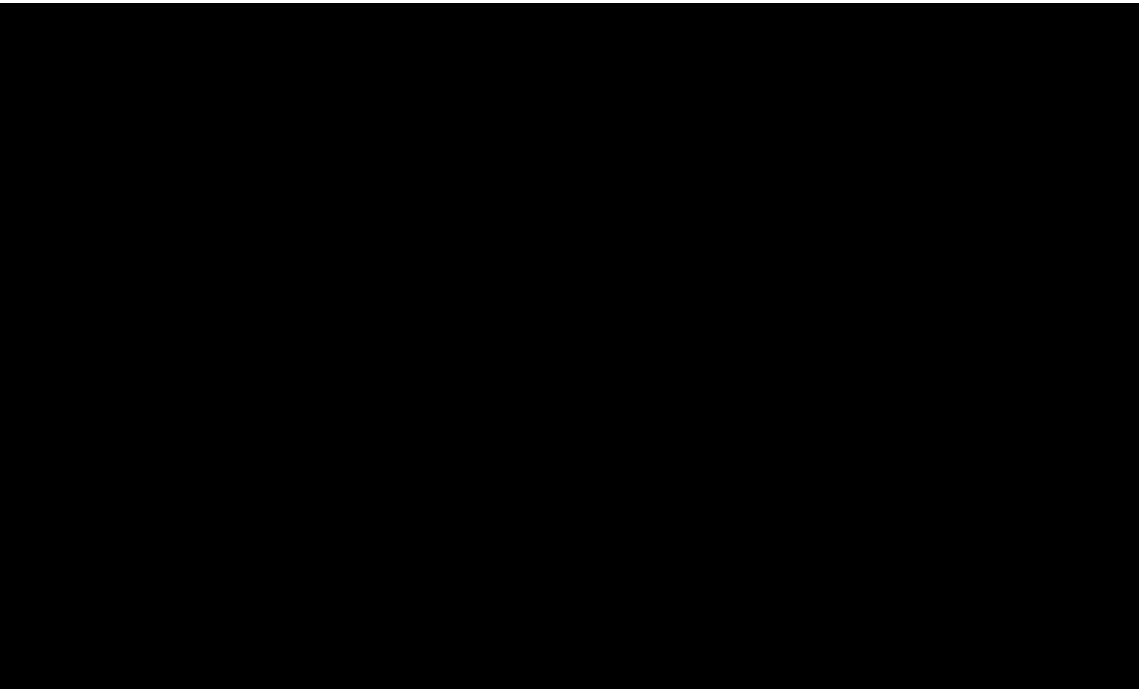


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Q Okay. But you can tell me -- I'm sorry. Go ahead.

A Go ahead ask your question.



1 Q Are you relying upon a particular accounting
2 principle for that opinion?

3 A That is a fundamental concept of financial
4 assessment and accounting.


5 Q And that's based upon your education and
6 experience?

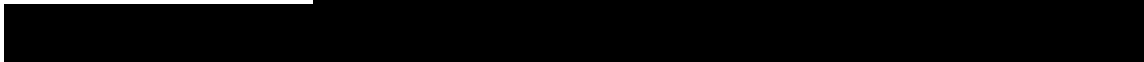
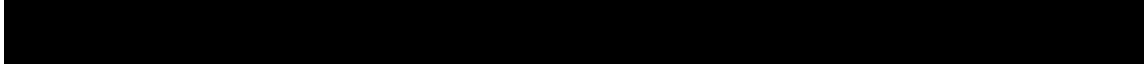
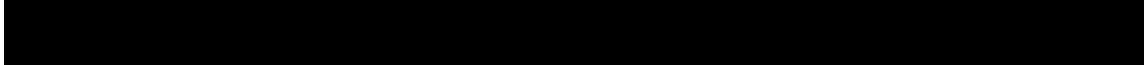
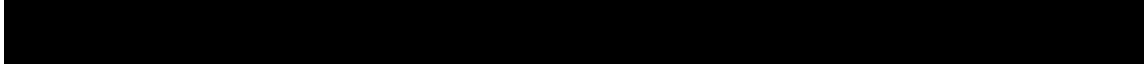
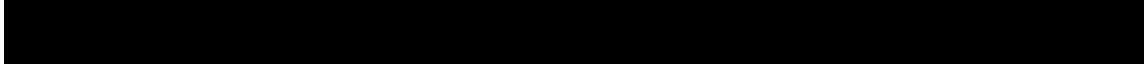
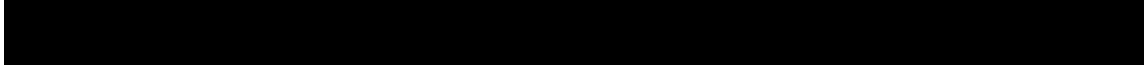
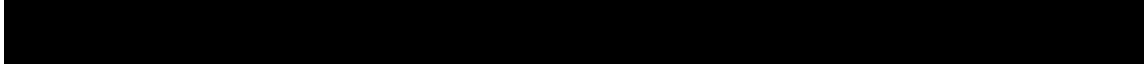
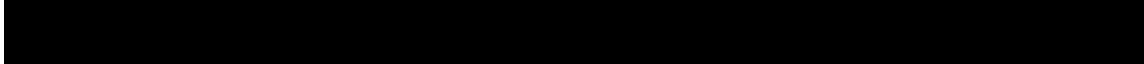
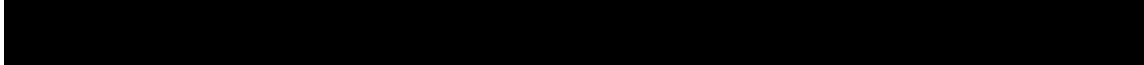
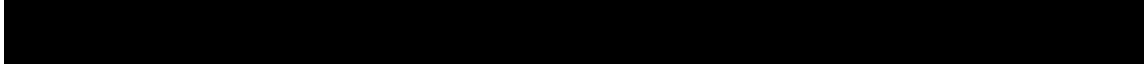
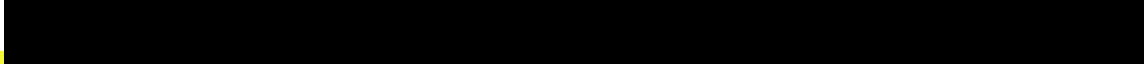
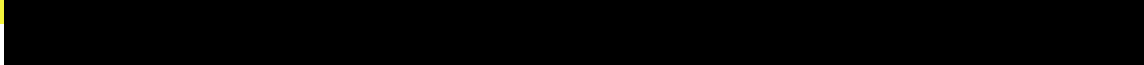
7 A Yes, it is.

8 Q Is that supported by any of the documents
9 that you relied upon for your testimony in this case?

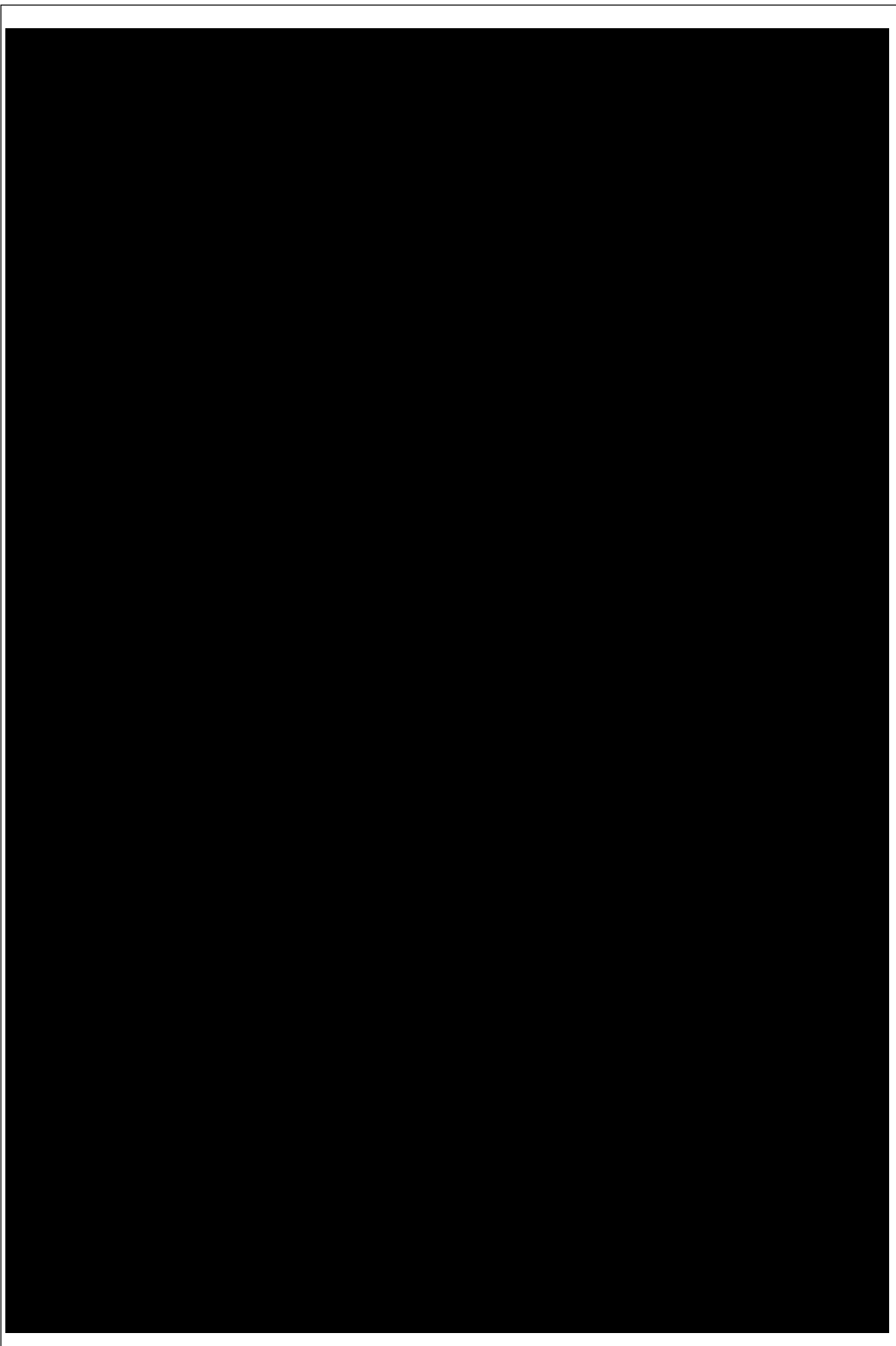
10 A It's supported by reality.

11 Q Okay. But not the documents that you relied
12 upon in this case; is that right?

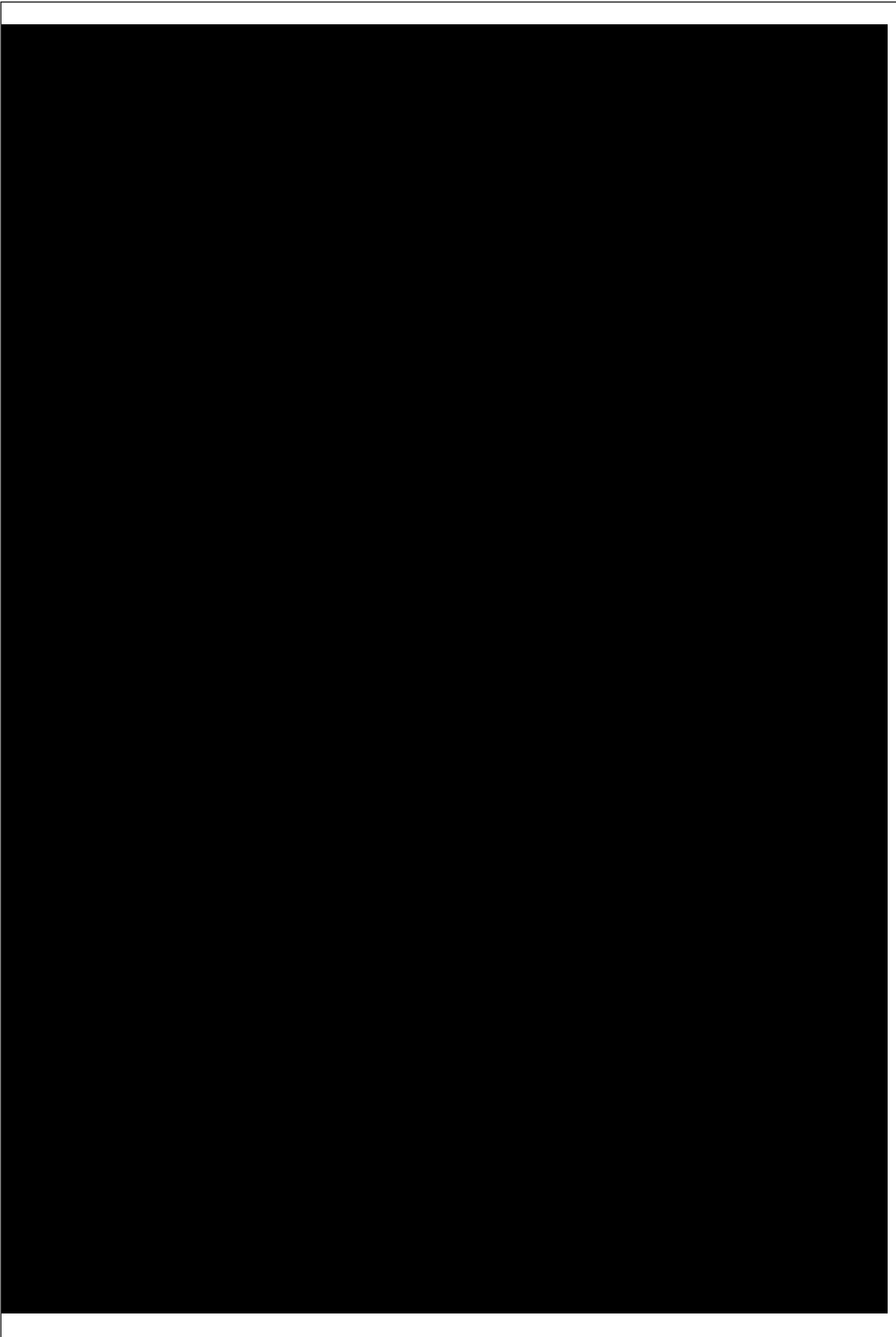
13 A No. 

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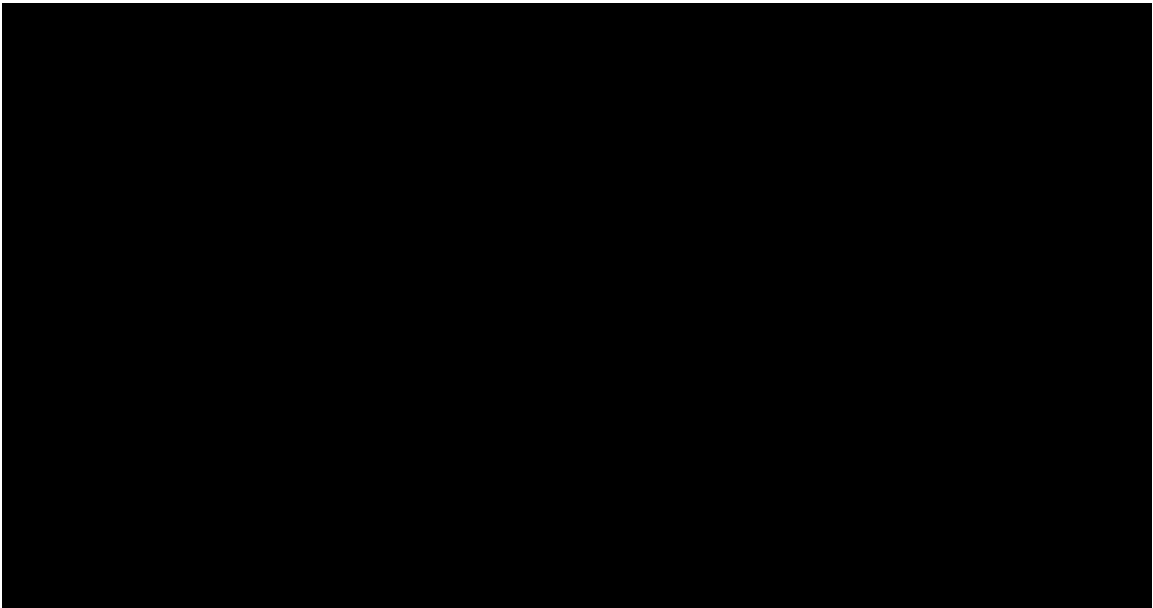
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10 Q Where does that come from?

11 A I'll be happy to provide you that definition.
12 I don't have that at my fingertips.

13 Q If you were to try to find that definition --
14 if I were to try to find that definition, where would I
15 find it?

16 A It's a standard accounting definition.

17 Q Okay.

18 A You can find it in just about any accounting
19 text.

20 Q Okay. We're still on page 24 of your
21 testimony.

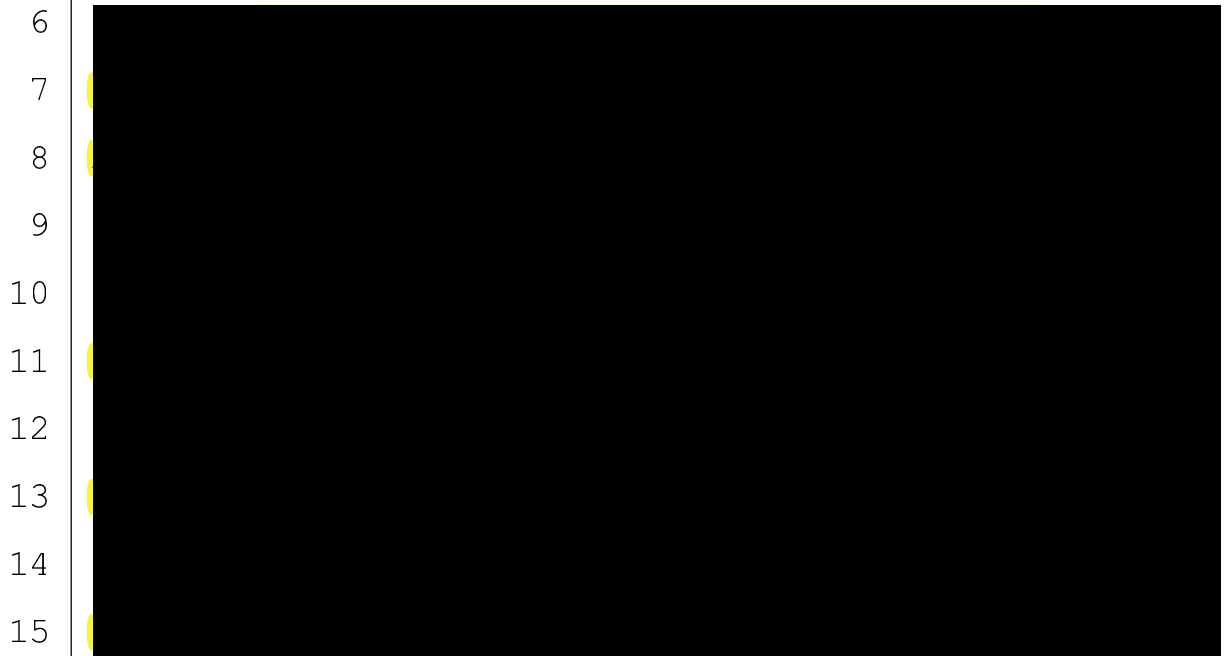


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24 Is there -- and you've given us some detail
25 of your experience and expertise.

1 Is there any other experience or expertise on
2 which you base your opinions in this matter?

3 A Yes, actually Duke discovery. If you turn to
4 Exhibit RAP-6, page 111.

5 Q Okay.



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16 Q So you're saying that that's experience or
17 expertise that you relied upon for your opinions in
18 this matter?

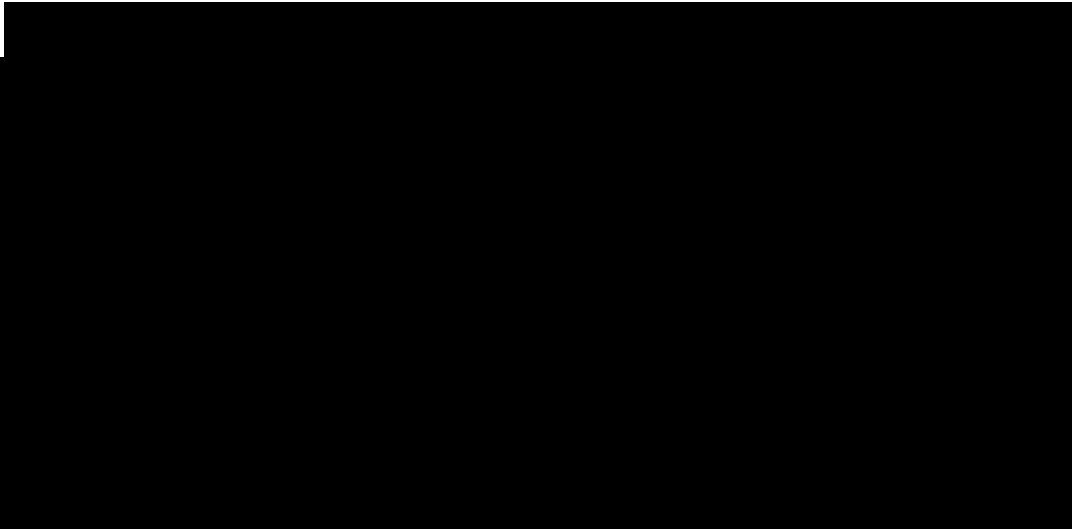
19 A It confirmed my opinion.

20 Q But my question is just generally what past
21 experience or expertise are you relying upon for your
22 opinions that you express in your testimony? And
23 you've given us some indication of what that is.

24 I'm just asking whether there is anything
25 else that you would like to tell us about your

1 experience or expertise that you relied upon for your
2 opinions express in this matter?

3 A I think I've done that already.

4 Q Okay. Staying on page 24, beginning at line
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13 Q Did you review the financials of the other
14 companies that participated in the competitive
15 procurement process for the CR3 decommissioning
16 project?

17 A No, I did not have access to that
18 information.

19 Q So you can't opine as to how the financials
20 of NorthStar and the ADP companies compare to the
21 financials of those other companies DEF or Duke
22 considered for the project; is that right?

23 A No, not without having access to their
24 financials.

25 Q Isn't it true that the Nuclear Regulatory

1 Commission independently determined that ADP meets the
2 financial requirements to decommission CR3?

3 A They did but they also required additional
4 encumbrances -- I shouldn't say encumbrances but
5 additional provisions as they also did in the Vermont
6 Yankee case.

7 Q And do you know whether those provisions are
8 ones that ADP is going to comply with or has indicated
9 it will comply with?

10 A They have agreed to comply with the NRC's
11 requirements to the best of my knowledge.

12 Q Okay. Isn't it true that if at any point ADP
13 is unable to complete the CR3 decommissioning Duke will
14 only have paid for work actually completed by ADP up to
15 that point?

16 A That is not necessarily true.

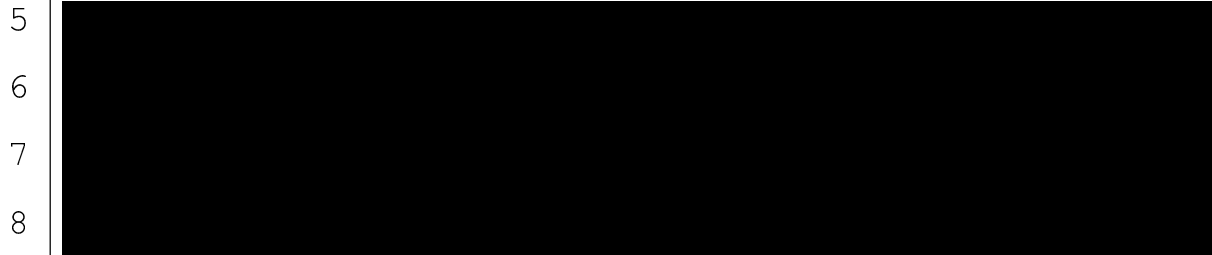
17 Q Explain to me why that's not necessarily
18 true.

19 A If you read the DSA, Duke is essentially
20 required to pay invoices submitted by ADP CR3.

21 Q Yes, sir.

22 A So to the extent that that work is not
23 completed, it's up to Duke to contest that issue. And
24 with the provisions of the contract, the first
25 [REDACTED] worth of contested invoices Duke is still

1 A Well, as I understand the conditions in the
2 contract Duke has the right to take over ADP in the
3 event that they are unable to complete the contract or
4 such or in the event of a potential for bankruptcy.



9 Q Where is that language in the DSA?

10 A It becomes an acquisition of ADP.

11 Q Where is that language in the DSA?

12 A The language that Duke can take over ADP?

13 Q No, that it would also assume all liabilities
14 of ADP.

15 A Because in the process -- because when you
16 take over a company, unless that company has gone
17 through a full bankruptcy proceeding all assets and
18 liabilities, essentially the full balance sheet,
19 transfers with the company. That's a standard
20 accounting principle.

21 Q So you're relying upon your knowledge of
22 accounting principles as opposed to something within
23 the DSA; is that right?

24 A The DSA talks about the takeover of ADP by
25 Duke. That does not change accounting principles.

1 Q Do you know if NorthStar has failed to comply
2 with any terms within the Vermont Yankee
3 decommissioning contract?

4 A No, and it's too early to tell.

5 Q Staying on page 24 of your testimony, I want
6 to look at lines 17 through 18.

7 You indicate there that NorthStar's financial
8 condition has changed substantially since 2014; is that
9 correct?

10 A That is correct.

11 Q Isn't it true that in 2014, 2015, and 2016
12 the ownership and capital structure of NorthStar was
13 different than it was from 2017 through the present?

14 A Yes. In fact, I make a comment in my
15 testimony about the fact that NorthStar was acquired in
16 2017. If you go back to Bates number 21, page 17 of my
17 testimony starting on line 18 through -- yeah, I'm
18 sorry, page 17 through line 11 on page 18. I discuss
19 the acquisition of NorthStar by a group of independent
20 investors.

21 Q Let's turn to page 26 please, lines 7 through
22 8.


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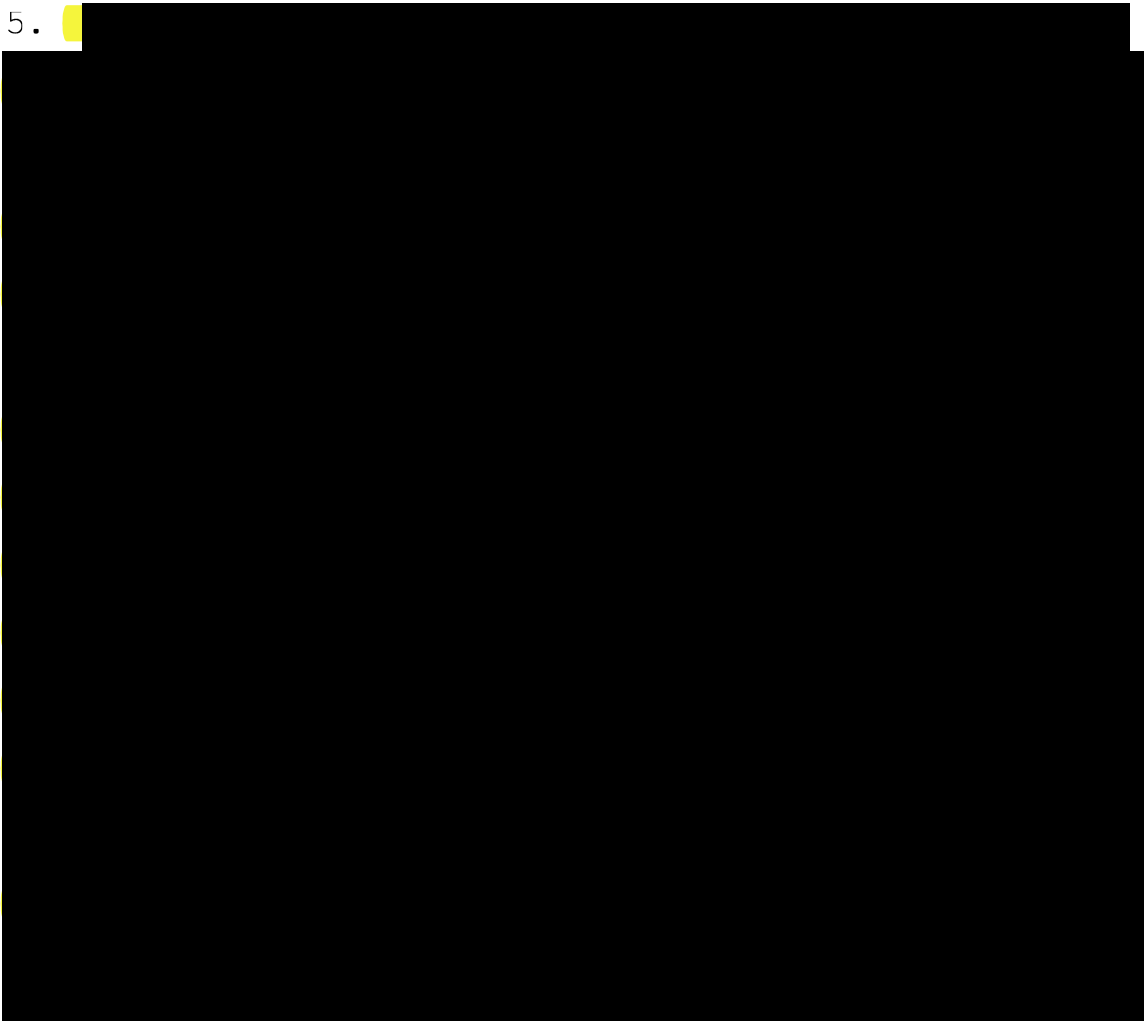
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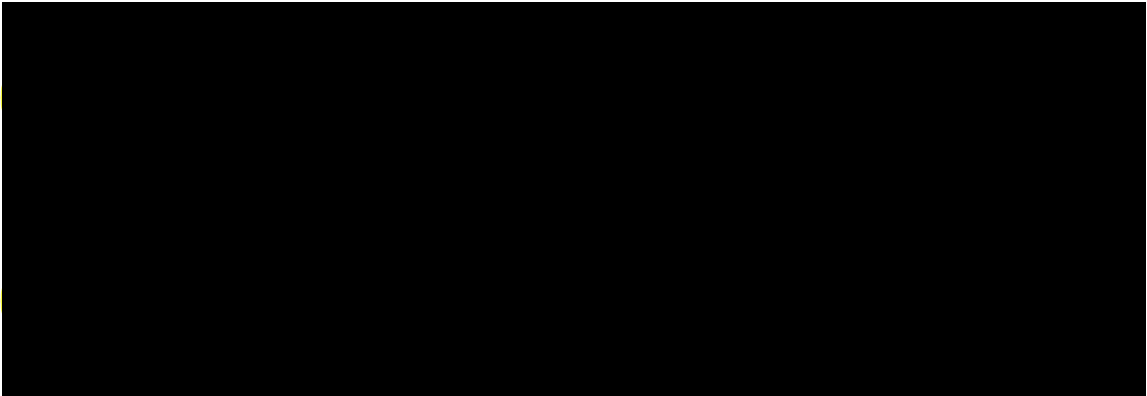
1 corresponding liability equivalent to that cash to
2 raise additional cash. And that additional cash can
3 then be turned around and used for paying bills and
4 doing other types of corporate -- additional corporate
5 needs.

6 Just because an entity is required to
7 maintain a cash asset doesn't necessarily mean that it
8 does not have the ability to utilize that cash.

9 Q Okay. Thank you for that explanation. I
10 want to turn to page 27, in particular lines 4 through
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Q Okay. Let's turn to page 28, please. There you recommend that the parental support agreement be amended to include the Florida public Service Commission as a beneficiary.

In connection with the Vermont Yankee decommissioning project, the Vermont State Utility Commission was added as a beneficiary to the parental support agreement established there; is that right?

A Yes.

Q And you are suggesting that the parental support agreement for the CR3 project should mirror what was done in Vermont insofar as the Florida State Commission would be added as a beneficiary to the parental support agreement in CR3, correct?

A I don't say the Public Service Commission. I say the State of Florida. I say the State of Florida, not the Public Service Commission.

Q I see. And by the State of Florida, did you intend to mean the commission or did you mean

1 myopia and that the utilization of an independent third
2 party with the aspect of looking at certain critical
3 functions in terms of the business aspects and the
4 operations of the company of the project will discover
5 things before those who are directly related to the
6 day-to-day operations don't find.

7 Q Okay. Thank you for that clarification. I'm
8 going to turn to Exhibit No. 5 and I'm going to read a
9 statement for you that appears on page 16 of that
10 exhibit. It's a short statement and it's numbered
11 paragraph 31. And the statement there says --

12 A Do you mind if I pull that exhibit up first?

13 Q No. Go ahead, sir. I'm sorry.

14 A Okay. And what page are you on?

15 Q Page 16, paragraph 31.

16 A Is that Bates No. 16?

17 Q No, sir there is no Bates number on Exhibit
18 No. 5.

19 A The version I have has Bates numbers on it.

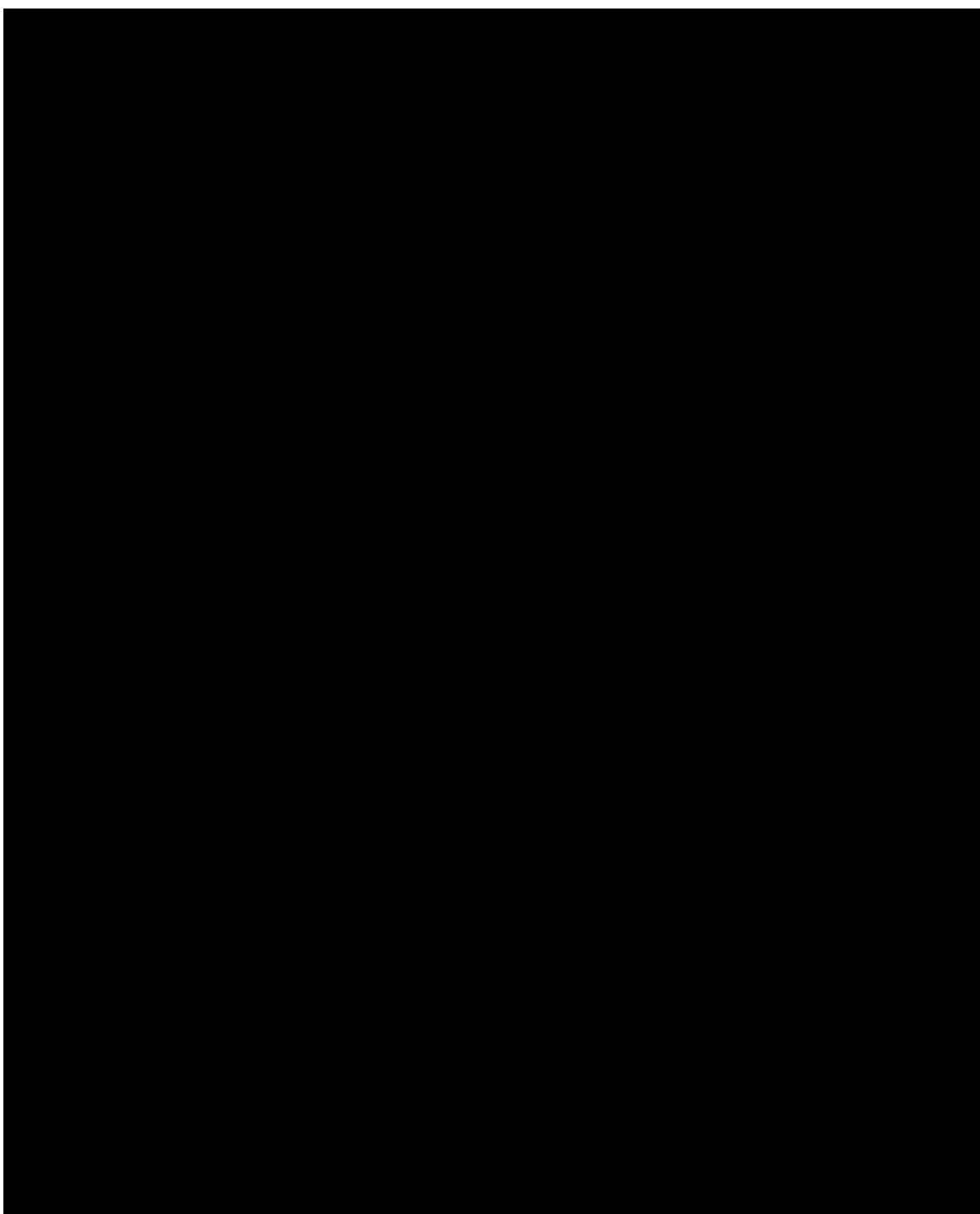
20 Q Okay. I'm looking at the number that appears
21 at the top of the page.

22 A Okay thanks for clarification.

23 Q And I'm just going to ask whether you agree
24 with the statement that I'm about to read.

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22 Q Thank you. Mr. Polich, I am going to take a
23 five-minute break. I'm going to confer with co-counsel
24 and we may be close to being done, but I need just a
25 few minutes to review my notes. And we will come back,

1 let's say, at 2:27 and I may or may not have a few more
2 questions for you.

3 Okay?

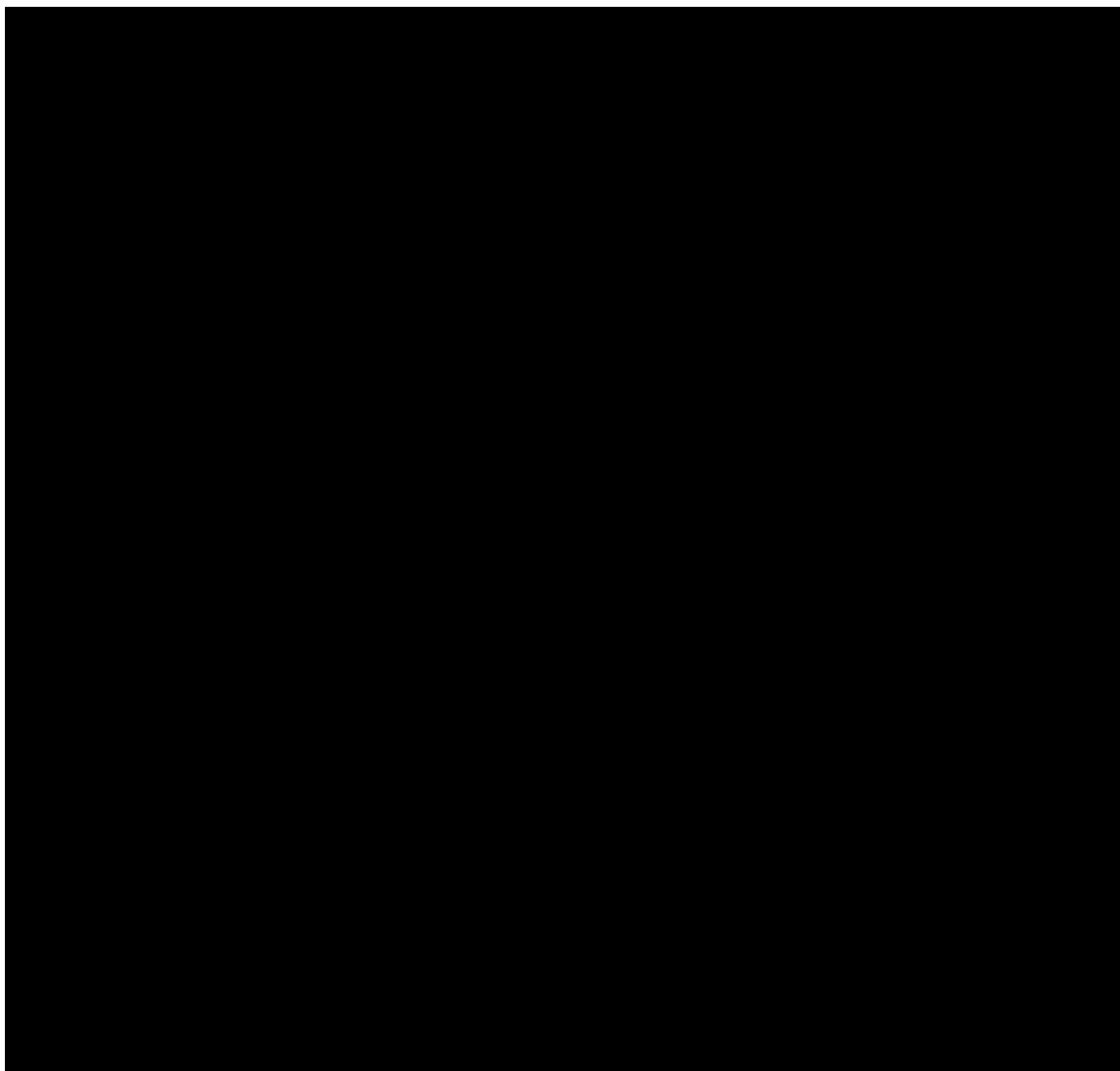
4 A Thank you.

5 MR. HERNANDEZ: We can go off the
6 record.

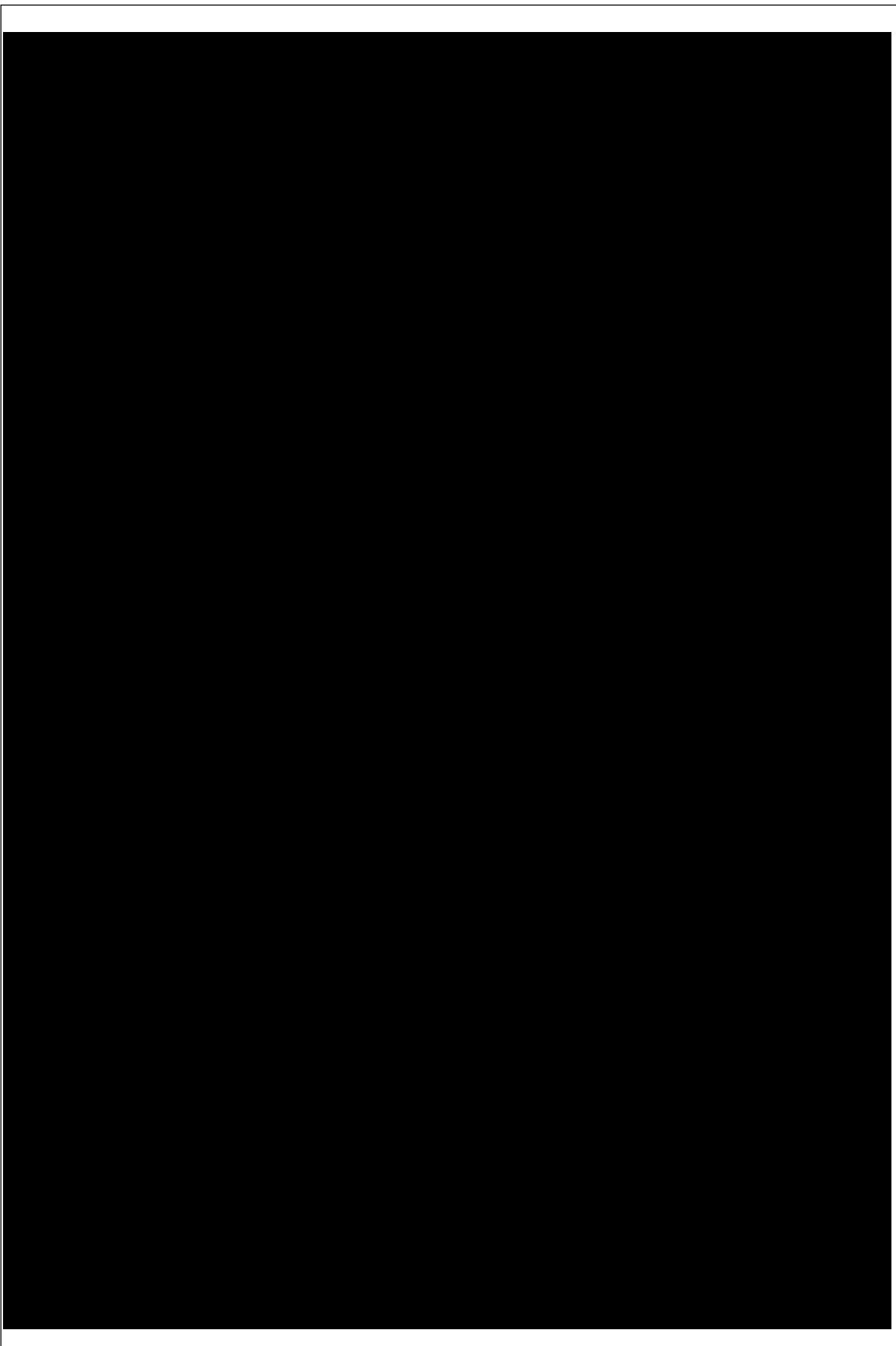
7 (A brief recess was held from 2:23 p.m.
8 to 2:32 p.m.)

9 BY MR. HERNANDEZ:

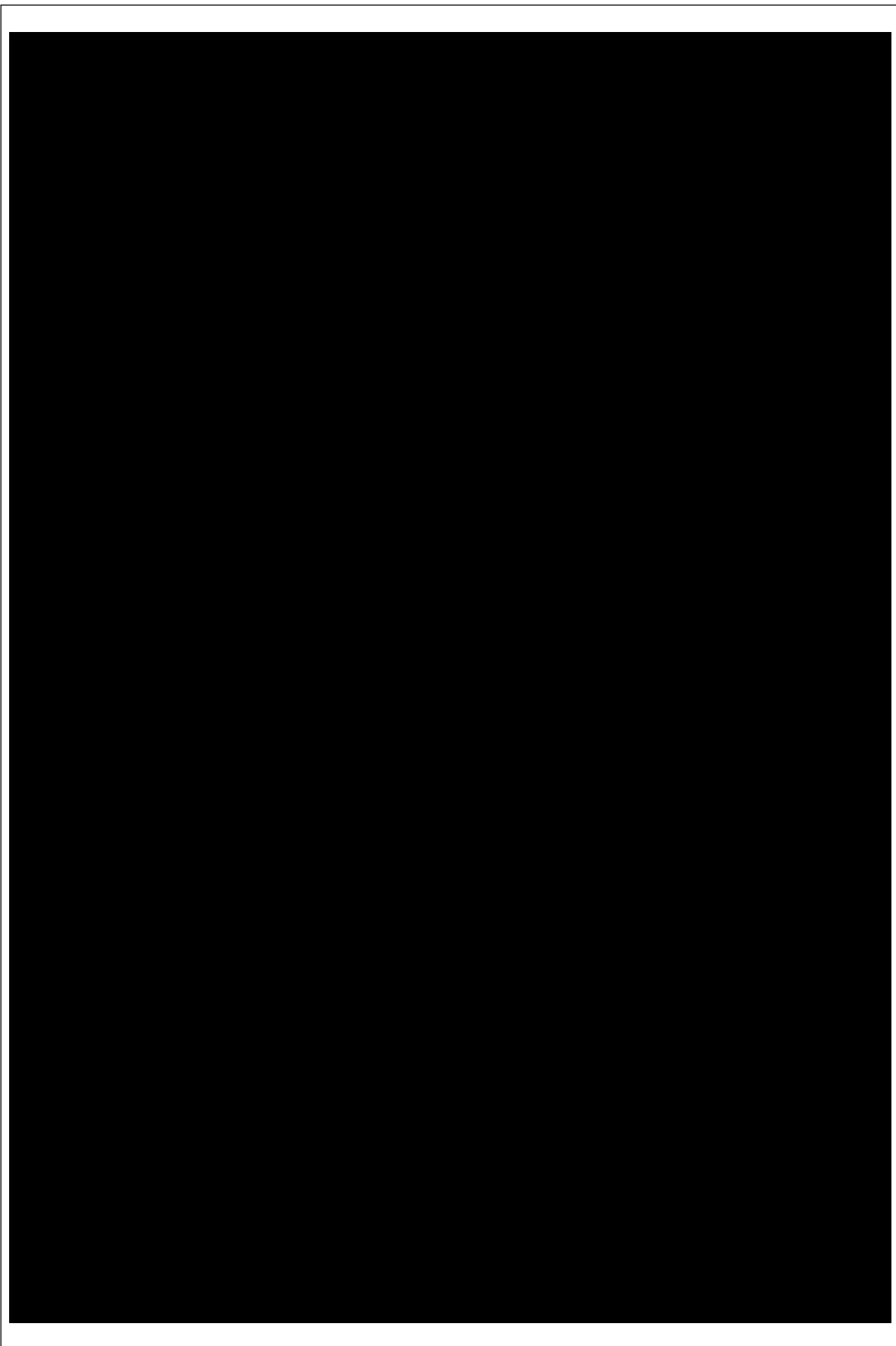
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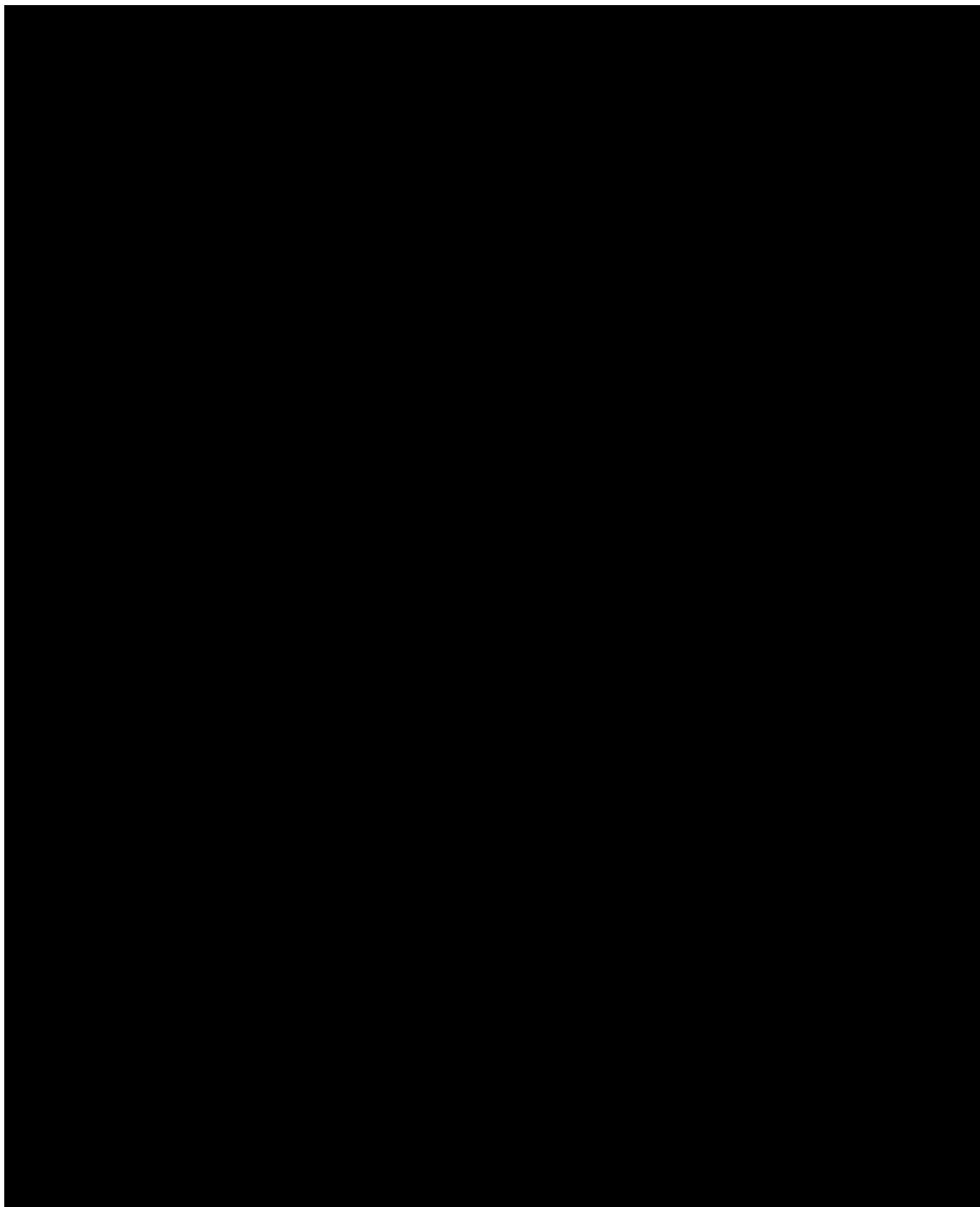
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22 Q I appreciate the explanation. I've just got
23 a couple more questions.

24 You mentioned that the cost of nuclear
25 decommissioning has gone down based on observations

1 So in order to do it -- [REDACTED]
2 [REDACTED]
3 [REDACTED] But in
4 reality, it should be 140 to be consistent with the
5 overall parental guarantees and structure.

6 MR. HERNANDEZ: Okay. Thank you for
7 that clarification. Mr. Polich, I appreciate
8 your patience. I don't have any additional
9 questions but I think Ms. Brownless does so
10 I'm going to turn it over to her.

11 MS. BROWNLESS: Thank you.

12 CROSS EXAMINATION

13 BY MS. BROWNLESS:

14 Q Let me get my computer set up here. I want
15 to apologize at the beginning for my lack of technical
16 expertise.

17 A That's okay. I earlier forgot to bring my
18 power cord and had my computer die on me and that's a
19 very simple technical problem.

20 Q If you could look at page 16 of your
21 testimony, please.

22 A Yes.

23 Q And I'm just referring to lines 3 through 5.

24 A Yes.

25 Q And there you state, "Orano is backed by a

1 large corporation and, ultimately, the French
2 government. This, combined with Orano's limited scope
3 of work, significantly reduces the financial concern
4 for Orano."

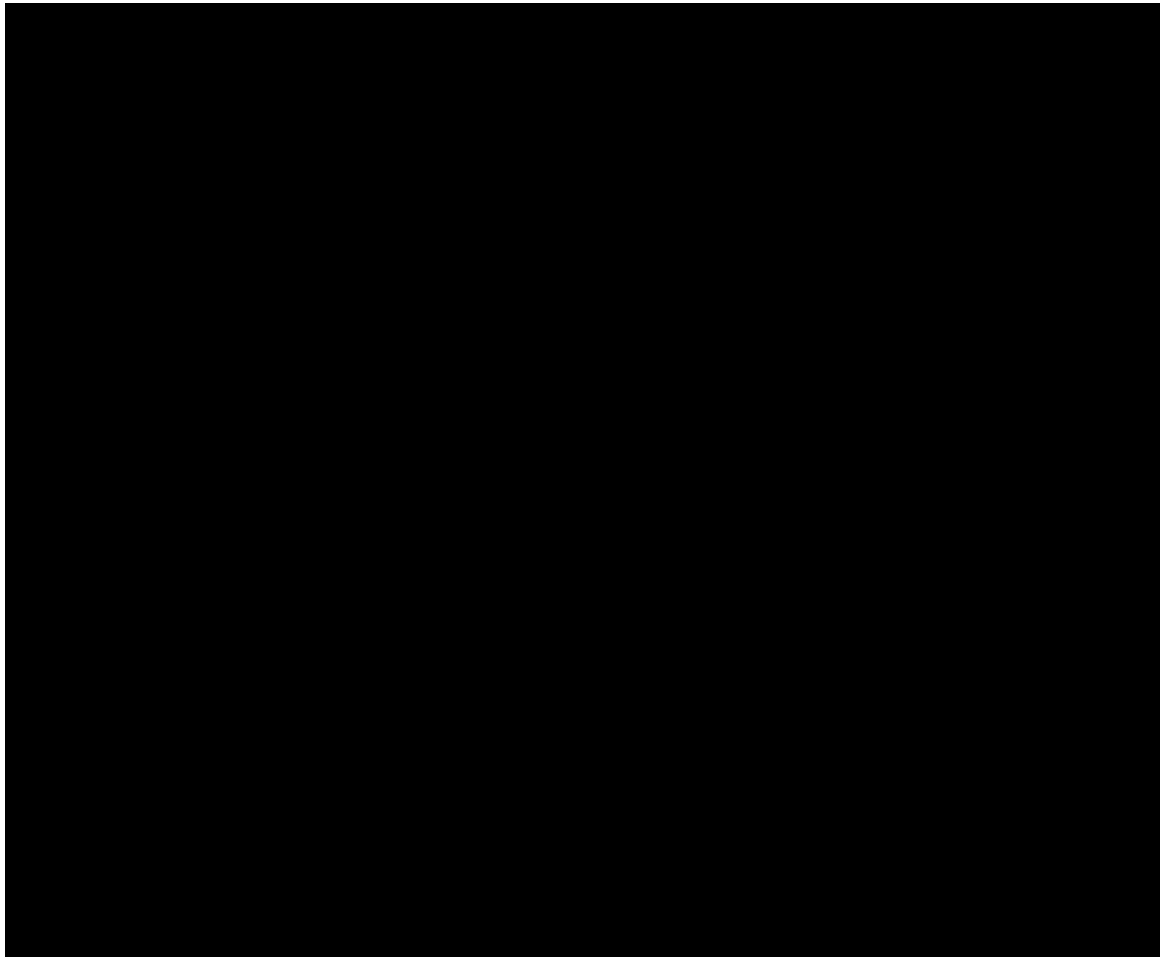
5 Is that correct?

6 A Yes.

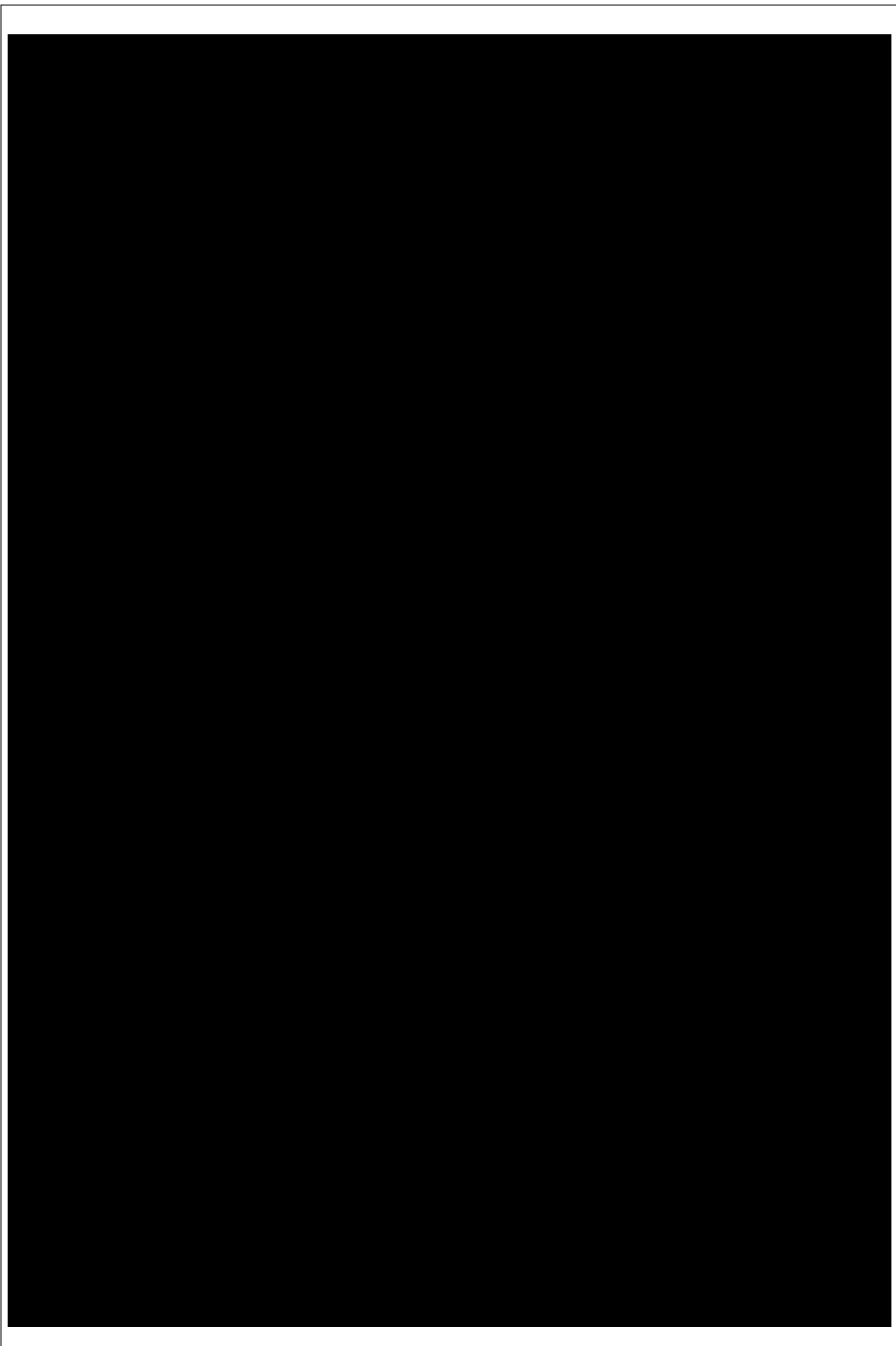
7 Q And then on the next page, page 17, you state
8 -- and this is on line 20 -- you state that NorthStar
9 Group Holdings, LLC, is ultimately controlled by JFL GP
10 Investors, IV, LLC; is that correct?

11 A Yes.

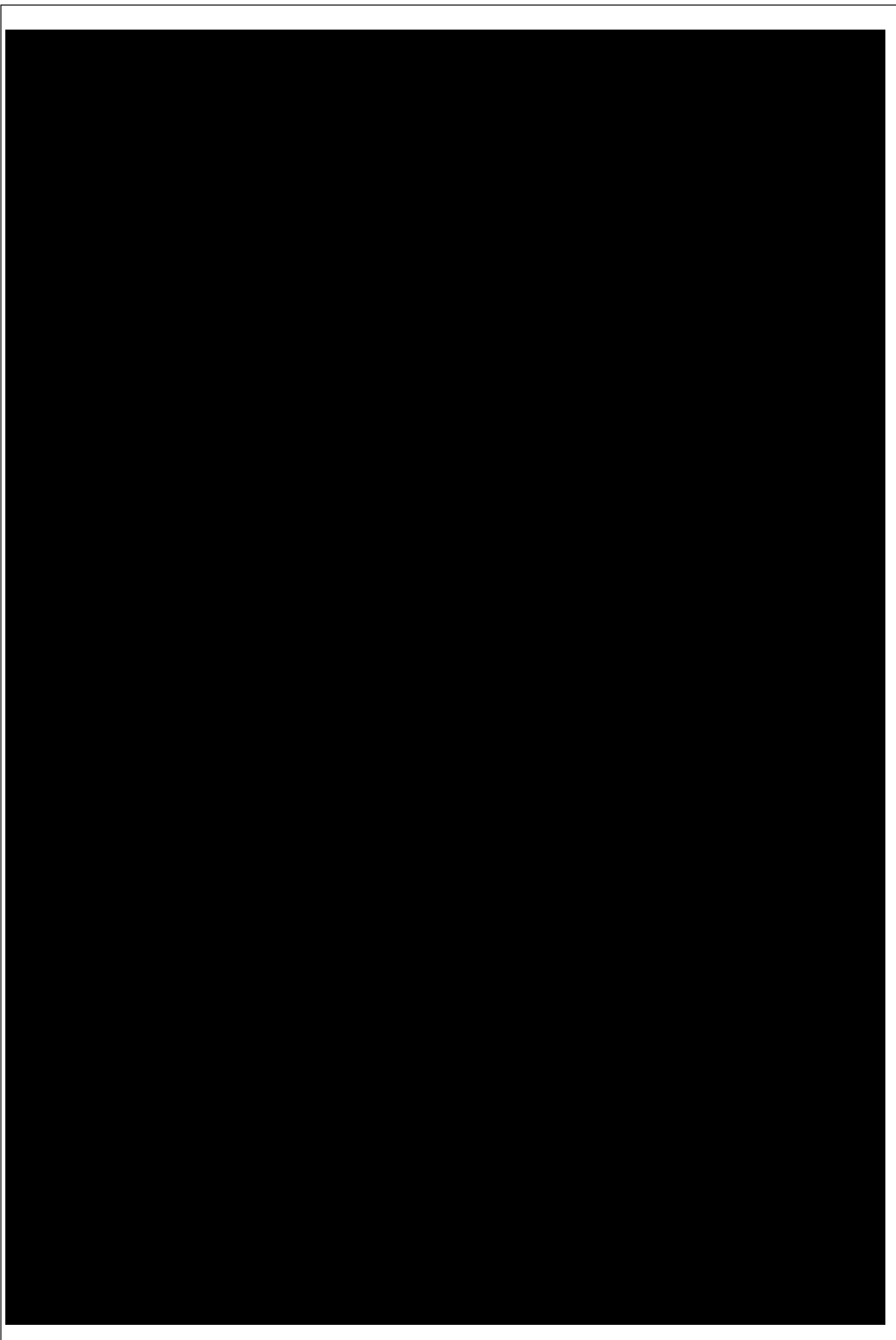
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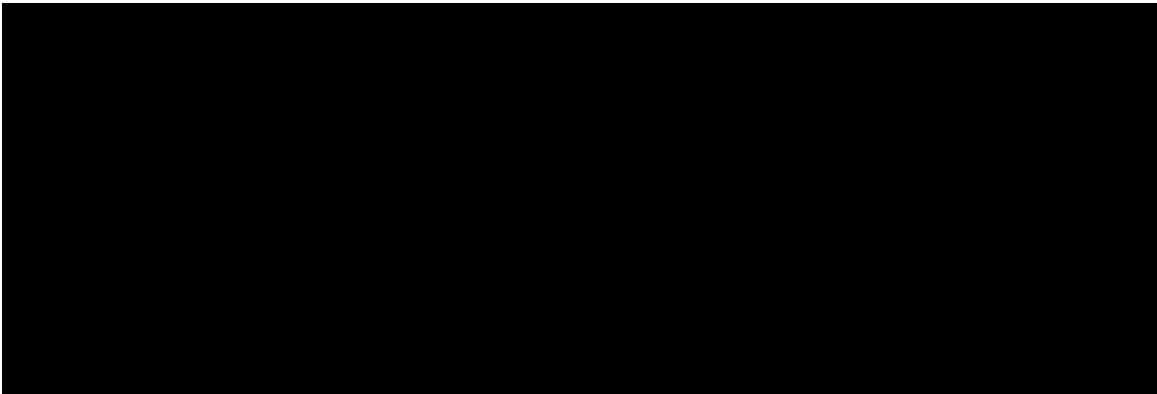
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Q Okay. How does the risk of the work Orano is responsible for compare to the risk of the work NorthStar is responsible for?

A Orano's work -- I'm not going to decline that it's not risky because we're dealing with the highest level radiation levels within Crystal River 3 and also Vermont Yankee because Orano is also doing the same work at Vermont Yankee.

That has to do with dismantling and disposing of the nuclear steam supply system, often called NSSS. And those are the components which will have the largest amounts of nuclear -- of radioactive isotopes deposited on their surface.

There is no doubt that that cleanup is risky. You have the potential for consuming a large number of, quote/unquote, man-rem's in terms of employee exposure in the cleanup process and stuff like that. You're talking about having to do all of that work in full hazmat suits, specific ventilation systems, and

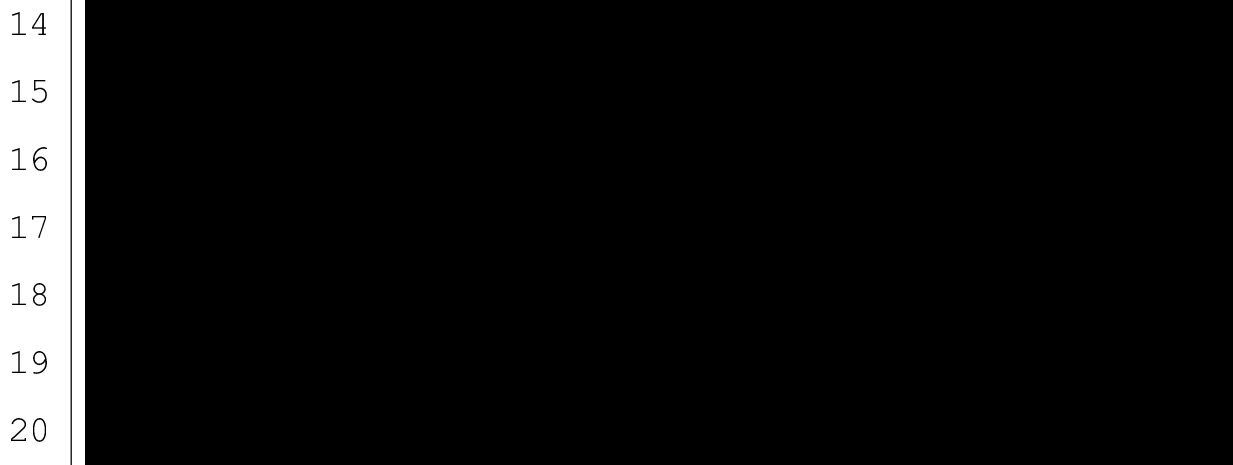
1 Q Okay. Do you have an idea of what higher
 2 price Duke and in essence Duke's customers should be
 3 willing to pay to include your enhancements?

4 A Let's use the \$10,000,000 figure I just gave
 5 you.

6 Q Are you aware of instances where NorthStar
 7 was not able to meet its contractual responsibilities
 8 related to a nuclear decommissioning?

9 A NorthStar has not done a nuclear
 10 decommissioning of this size.

11 I have to go back to their balance sheets
 12 prior to the 2017 acquisition by the consortium. It's
 13 hard to tell who acquired who in that configuration.



21 Q But the question I'm asking, notwithstanding
 22 that, were there any instances in which NorthStar did
 23 not comply and complete their contractual
 24 responsibilities related to a nuclear decommissioning?

25 A Again, going back to what they were

1 true established cost of the contract.

2 Is that your understanding?

3 A Yes.

4 Q Let's assume just for the sake of a
5 hypothetical that there is \$20,000,000 of earnings over
6 the period that the contract calls for. So
7 \$560,000,000 would be the total cost of the contract
8 under this hypothetical.

9 If all of that is spent and there were cost
10 overruns and work left undone, could ADP or the
11 consortium still receive additional payments out of the
12 nuclear decommissioning trust?

13 A If Duke agreed to it, potentially, yes.
14 There is no -- let me think about this.

15 First of all, let me -- there is one other
16 thing that's also in here is, as you have mentioned,
17 theoretically there could be invoices higher than that
18 amount submitted because Duke is required to spend or
19 to pay [REDACTED] worth of invoices that they are --
20 that they are questioning.

21 So first of all, they could be in a position
22 where there is more than that amount paid and then
23 there is nothing -- there is nothing to -- I don't see
24 -- it's a fixed price contract but at the end of the
25 contract if you've got a certain percentage done --

1 with DECON?

2 A Each project is different and there are no
3 guarantees that just because those conditions exist at
4 one nuclear decommissioning project it may happen on
5 another.

6 Q Okay. Do you have Exhibit 5?

7 A Yes, I do.

8 Q This is the Vermont order. And I want to ask
9 you to turn to page 16 and that paragraph 31 that you
10 were asked about.

11 A Yes, I have it.

12 Q Does this order say -- I'm sorry. Do you
13 have it?

14 A Yes, I do.

15 Q Does this order say at paragraph 31 that
16 after the June 2017 capital investment that NorthStar
17 is no longer thinly capitalized?

18 A No, it doesn't. 

19 

20 

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22 

23 Q Does the order on page 31 say that after the
24 2017 capital investment that NorthStar is no longer
25 highly leveraged?

**REDACTED IN
ENTIRETY**

Exhibit C
DUKE ENERGY FLORIDA, LLC
Confidentiality Justification Matrix

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>Deposition transcript for deposition of the Office of Public Counsel’s witness Richard A. Polich, P.E. taken on June 12, 2020</p>	<p>Page 29, Lines 19-20: All information is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests.</p>
<p>Deposition transcript for deposition of the Office of Public Counsel’s witness Richard A. Polich, P.E. taken on June 12, 2020</p>	<p>Page 46, Line 9: All information after “regards to” and before “and the DSA” is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests.</p>
<p>Deposition transcript for deposition of the Office of Public Counsel’s witness Richard A. Polich, P.E. taken on June 12, 2020</p>	<p>Page 54, Line 15: All information after “enhancement are the” is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 15, Line 17-18: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 57, Line 17: All information after "documents are the" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 57, Line 19: All information after "besides the" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 58, Lines 5-12: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 58, Lines 19-20: All information after "going on" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 75, Lines 7-9: All information after "Did you assess" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 75, Lines 14-25: All information after "with respect to" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 76, Lines 1-7: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 76, Lines 14-15: All information after "would support your use of" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 77, Lines 2-6: All information after "referencing stuff, Duke --" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 77, Lines 9-18: All information after "So are you saying that" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 77, Lines 22-24: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 77, Line 25: All information after "missing the point here." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 78, Lines 1-5: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 78, Lines 15-17: All information after "beginning on line 10." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 78, Lines 20-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 79, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 80, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 80, Lines 9-13: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 80, Lines 24-25: All information after "14." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 81, Lines 1-9: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 81, Line 14: All information after "there that talks about" and before "and that is" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 82, Line 10: All information after "called" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 82, Lines 13-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 83, Lines 1-10: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 83, Lines 12-18: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 83, Lines 20-21: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 83, Line 25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 84, Lines 1-3: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 84, Lines 7-9: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 85, Lines 2-5: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 85, Lines 8-13: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 85, Lines 18-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 86, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 86, Lines 9-11: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 86, Lines 15-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 87, Lines 1-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 88, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 88, Lines 15-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 89, Lines 1-20: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 89, Lines 24-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 90, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 90, Lines 9-24: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 91, Lines 3-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 91, Lines 9-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 92, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 93, Lines 1-7: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 93, Lines 15-25: All information after "through 3." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 94, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 95, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 96, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 96, Lines 9: All information after "word" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 96, Lines 17-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 97, Lines 1-8: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 97, Lines 12-23: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 98, Lines 2-14: All information after "look at lines 4 through 8." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 98, Lines 18-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 99, Lines 1-17: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 100, Lines 1-9: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 100, Lines 16-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 101, Lines 1-5: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 101, Lines 8-19: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 101, Lines 22-25: All information after "paragraph No. 4." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 102, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 103, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 103, Lines 10-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 104, Lines 1-12: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 104, Lines 16-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 105, Lines 13-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 106, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 107, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 108, Lines 1-9: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 108, Lines 21-23: All information after "testimony." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 109, Lines 6-15: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 110, Lines 5-12: All information after "15," is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 111, Line 25: All information before "worth of contested invoices" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 114, Lines 5-8: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 116, Lines 22-25: All information after "8." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 120, Lines 11-25: All information after "5." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 121, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 133, Line 25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 134, Lines 1-22: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 135, Lines 10-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 136, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

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Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 137, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 138, Lines 1-21: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 142, Lines 1-23: All information after "in order to do it --" and before "But in" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 143, Lines 12-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 144, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 145, Lines 1-25: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

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Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 146, Lines 1-6: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 150, Lines 14-20: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 168, Line 19: All information after "to pay" and before "worth of invoices" is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question</p>

		contains confidential information, the disclosure of which would impair DEF's competitive interests.
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Page 170, Lines 18-22: All information after "No, it doesn't." is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>
Deposition transcript for deposition of the Office of Public Counsel's witness Richard A. Polich, P.E. taken on June 12, 2020	Word Index attached to the deposition transcript as pages i1 through i68: All information is confidential.	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests.</p>

Exhibit D

AFFIDAVIT OF TERRY HOBBS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO.: 20190140-EI

Submitted for Filing: July 1, 2020

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

STATE OF FLORIDA

COUNTY OF CITRUS

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

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

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

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

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

4. DEF is seeking the confidential classification for certain information contained within the transcript for the deposition of Richard A. Polich, P.E. taken on June 12, 2020 (the “Deposition Transcript”), which was provided with the Memorandum, dated June 17, 2020, from Suzanne S. Brownless, Special Counsel, Office of the General Counsel, to the Commission Clerk for filing in this docket on June 17, 2020. The confidential information at issue is contained in confidential Exhibit A to DEF’s Request and is outlined in DEF’s Justification Matrix attached to DEF’s Request as Exhibit C. DEF is requesting confidential classification of this information because it contains competitively sensitive confidential information concerning contractual business information and obligations under a contract, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.

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

6. DEF is obligated to maintain the confidentiality of certain contractual terms under

the subject contract. If DEF cannot assure contracting parties that it can maintain the confidentiality of contractual terms, those parties and other similarly situated parties may forego entering contracts with DEF, which would impair the Company to negotiate such contracts on favorable terms.

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

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

9. This concludes my affidavit.

FURTHER AFFIANT SAYETH NOT.

[Signature Page to Follow]

Dated the ____ day of _____, 2020.

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

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

Signature

(AFFIX NOTARY SEAL)

Printed Name

NOTARY PUBLIC, STATE OF _____

Commission Expiration Date