PLACE: Held via Videoconference REDACTED

DATE: Tuesday, September 15, 2020

TIME: 1:30 P.M. - 4:32 P.M.

DOCKET NO.: E-7, Sub 1214
E-7, Sub 1213
E-7, Sub 1187

BEFORE: Chair Charlotte A. Mitchell, Presiding
Commissioner ToNola D. Brown-Bland
Commissioner Lyons Gray
Commissioner Daniel G. Clodfelter
Commissioner Kimberly W. Duffley
Commissioner Jeffrey A. Hughes
Commissioner Floyd B. McKissick, Jr.

IN THE MATTER OF:

DOCKET NO. E-7, SUB 1214

Application of Duke Energy Carolinas, LLC,
for Adjustment of Rates and Charges Applicable to
Electric Utility Service in North Carolina

DOCKET NO. E-7, SUB 1213

Petition of Duke Energy Carolinas, LLC,

for Approval of Prepaid Advantage Program

DOCKET NO. E-7, SUB 1187

Application of Duke Energy Carolinas, LLC,

for an Accounting Order to Defer Incremental Storm Damage Expenses Incurred as a Result of Hurricanes Florence and Michael and Winter Storm Diego

VOLUME 24

A P P E A R A N C E S:

FOR DUKE ENERGY CAROLINAS, LLC:

Camal Robinson, Esq., Associate General Counsel

Brian Heslin, Esq., Deputy General Counsel

Duke Energy Corporation

550 South Tryon Street

Charlotte, North Carolina 28202

Lawrence B. Somers, Esq., Deputy General Counsel

Duke Energy Corporation

410 South Wilmington Street

Raleigh, North Carolina 27601

James H. Jeffries, IV, Esq.

McGuireWoods LLP

201 North Tryon Street, Suite 3000

Charlotte, North Carolina 28202

Andrea Kells, Esq.

McGuireWoods LLP

501 Fayetteville Street, Suite 500

Raleigh, North Carolina 27601

A P P E A R A N C E S Cont'd:

Molly McIntosh Jagannathan, Esq., Partner

Kiran H. Mehta, Esq., Partner

Troutman Pepper Hamilton Sanders LLP

301 South College Street, Suite 3400

Charlotte, North Carolina 28202

Brandon F. Marzo, Esq.

Troutman Pepper

600 Peachtree Street, NE, Suite 3000

Atlanta, Georgia 30308

FOR SIERRA CLUB:

Bridget Lee, Esq.

Sierra Club

9 Pine Street

New York, New York 10005

Catherine Cralle Jones, Esq.

Law Office of F. Bryan Brice, Jr.

127 W. Hargett Street

Raleigh, North Carolina 27601

A P P E A R A N C E S Cont'd:

FOR NC JUSTICE CENTER, NC HOUSING COALITION, NATURAL RESOURCES DEFENSE COUNCIL and SIERRA CLUB:

Gudrun Thompson, Esq., Senior Attorney

David L. Neal, Esq., Senior Attorney

Tirrill Moore, Esq., Associate Attorney

Southern Environmental Law Center

601 West Rosemary Street, Suite 220

Chapel Hill, North Carolina 27516

FOR CAROLINA INDUSTRIAL GROUP FOR FAIR UTILITY RATES III:

Christina D. Cress, Esq.

Bailey & Dixon, LLP

Post Office Box 1351

Raleigh, North Carolina 27602

FOR CAROLINA UTILITY CUSTOMERS ASSOCIATION, INC.:

Robert F. Page, Esq.

Crisp & Page, PLLC

4010 Barrett Drive, Suite 205

Raleigh, North Carolina 27609

A P P E A R A N C E S Cont'd:

FOR NC WARN:

Matthew D. Quinn, Esq.

Lewis & Roberts PLLC

3700 Glenwood Avenue, Suite 410

Raleigh, North Carolina 27612

FOR VOTE SOLAR:

Thadeus B. Culley, Esq., Regulatory Counsel

Senior Regional Director

1911 Ephesus Church Road

Chapel Hill, North Carolina 27517

FOR NORTH CAROLINA LEAGUE OF MUNICIPALITIES:

Deborah Ross, Esq.

Fox Rothschild LLP

434 Fayetteville Street, Suite 2800

Raleigh, North Carolina 27601

FOR NORTH CAROLINA CLEAN ENERGY BUSINESS ALLIANCE:

Karen Kemerait, Esq.

Fox Rothschild LLP

434 Fayetteville Street, Suite 2800

Raleigh, North Carolina 27601

A P P E A R A N C E S Cont'd:

FOR THE COMMERCIAL GROUP:

Alan R. Jenkins, Esq.

Jenkins At Law, LLC

2950 Yellowtail Avenue

Marathon, Florida 33050

Brian O. Beverly, Esq.

Young Moore and Henderson, P.A.

3101 Glenwood Avenue

Raleigh, North Carolina 27622

FOR NORTH CAROLINA SUSTAINABLE ENERGY ASSOCIATION:

Peter H. Ledford, Esq., General Counsel

Benjamin Smith, Esq., Regulatory Counsel

North Carolina Sustainable Energy Association

4800 Six Forks Road, Suite 300

Raleigh, North Carolina 27609

A P P E A R A N C E S Cont'd:

FOR THE TECH CUSTOMERS:

Marcus W. Trathen, Esq.

Craig D. Schauer, Esq.

Matthew B. Tynan, Esq.

Charles E. Coble, Esq.

Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.

150 Fayetteville Street, Suite 1700

Raleigh, North Carolina 27601

FOR BIOLOGICAL DIVERSITY AND APPALACHIAN VOICES:

Howard M. Crystal, Esq.

Senior Attorney

Jean Su, Esq.

Staff Attorney and Energy Director

Biological Diversity

1411 K Street NW, Suite 1300

Washington, DC 20005

A P P E A R A N C E S Cont'd:

FOR HARRIS TEETER:

Kurt J. Boehm, Esq.

Jody Kyler Cohn, Esq.

Boehm, Kurtz, & Lowry

36 East Seventh Street, Suite 1510

Cincinnati, Ohio 45202

Benjamin M. Royster, Esq.

Royster and Royster, PLLC

851 Marshall Street

Mount Airy, North Carolina 27030

FOR THE USING AND CONSUMING PUBLIC AND ON BEHALF OF THE STATE AND ITS CITIZENS IN THIS MATTER THAT AFFECTS THE PUBLIC INTEREST:

Margaret A. Force, Esq., Assistant Attorney General

Teresa Townsend, Esq., Special Deputy Attorney General

North Carolina Department of Justice

Post Office Box 629

Raleigh, North Carolina 27603

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P R O C E E D I N G S

CHAIR MITCHELL: All right. Let's go back on the record, please. We are on questions on Commissioners' questions for Mr. Riley.

Mr. Grantmyre had just finished his questions. Let me check one more time to see if any other intervening parties have questions on Commissioners' questions for the witness?

(No response.)

CHAIR MITCHELL: All right. Hearing none, Mr. Heslin -- oh, Ms. Townsend, did you --

MS. TOWNSEND: I was just saying no questions from the Attorney General's Office.

CHAIR MITCHELL: Okay. Thank you, Ms. Townsend.

All right. Mr. Heslin, you're up.

MR. HESLIN: Thank you, Chair Mitchell.

Whereupon,

SEAN P. RILEY,

having previously been duly affirmed, was examined and continued testifying as follows:

EXAMINATION BY MR. HESLIN:

Q. Mr. Riley, Commissioner McKissick asked you whether other states were wrestling with these coal ash

recovery issues, and you said no.

In your observations, how are other jurisdictions handling coal ash recovery?

A. In general, what I observed is that they have not followed cost of removal accounting. What they followed is just traditional ARO accounting. Similar to how Mr. Doss described their ARO accounting at DEC. To the extent that expenditures are made, companies are recording regulatory assets and earning a return on unrecovered regulatory assets. I think that's, in general, what I'm seeing.

Q. Are you aware of any jurisdictions that have approved or adopted an equitable sharing theory with significant disallowances such as that proposed by --

A. No. No, I'm not aware.

Q. And based on your review of coal ash recovery decisions across the jurisdictions, why have these other jurisdictions not wrestled with this coal ash accounting ARO issue?

A. I would respond by saying that, clearly, these are costs that need to be dealt with, and Commissioners are looking at over what period will they be recovered from ratepayers. And, in general, you see them being recovered more towards the retirement

activities occurring. So, in other words, you're not recovering it through cost removal in advance, but rather in later periods. So it's more of a timing of recovery question for Commissions as opposed to whether costs should be recovered.

Q. And are the other jurisdictions allowing recovery of and on these coal ash costs?

A. We haven't seen -- and I mentioned disallowances earlier. We haven't seen disallowances in this area, so the answer to that is yes.

Q. And Chair Mitchell asked you questions dealing with accounting -- the accounting perspective of potential regulatory disallowances.

If the Commission were to adopt the Public Staff's equitable sharing theory, which it denied in the prior DEC rate case, but in this case disallowed billions of dollars of recovery in coal ash costs, in your opinion based, on your experience and observations, what would be the perception of and the impact to the Company?

A. Well, maybe we can start with the impact to the Company financially. Obviously, there would be, as I talked about earlier, a charge to earnings immediately in the income statement, and that would

flow through to a significant reduction in equity of the Company. Ultimately, the strength of the financial position of the Company would be severely impacted given that dollar size or the magnitude of that level of disallowance.

In terms of the perception, you have to think about it in terms of investors. Investors are comparing regulated utilities across the country. They have choices to make in terms of who they invest in. And they compare one utility versus another, and in terms of perceived risk. So the question investors would ask is: Is the regulatory compact in North Carolina working? Is there greater risk in North Carolina as compared to other utilities elsewhere in the United States?

And with that level of a disallowance, it's reasonable to assume that they would perceive a greater level of risk. And as a result, if they were to invest in Duke, they would expect a higher level of return. So all things being equal, they would expect a higher level from Duke than from others. The impact of that is that it would increase the overall cost of capital of Duke, which when you think of ratemaking theory, that ultimately would result in increased rates to

North Carolina customers.

MR. HESLIN: Chair Mitchell, I have no further questions.

CHAIR MITCHELL: All right. I actually have one additional question for the witness.

EXAMINATION BY CHAIR MITCHELL:

Q. Just that we are all clear, when you say "cost of removal accounting," can you explain exactly what you mean by that?

A. Certainly. I'm sorry I was unclear. Cost of removal accounting is -- is a mechanism that is employed by regulators to allow for recovery of retirements in advance of them occurring. So it's just a matter of being able to build up a reserve to be able to pay for the retirement when it happens. You typically see, and I think Doss talked -- witness Doss talked about this related to nonlegal retirement obligations.

The point around cost of removal is that you're recovering costs in advance of the actual expenditures from ratepayers; i.e., building up a reserve. And typically what you see as it relates to the AROs that we're talking about is that they're typically recovered after the expenditures occur from

ratepayers, as opposed to recovering it in advance.

CHAIR MITCHELL: All right. Thank you, Mr. Riley. Any questions on my question just asked of Mr. Riley? And I actually see Commissioner Duffley with her hand raised, so she must have an additional question for the witness as well. So I'll let Duffley proceed, and then we'll take questions on my question and Duffley's questions.

COMMISSIONER DUFFLEY: Thank you, Chair Mitchell.

EXAMINATION BY COMMISSIONER DUFFLEY:

Q. I just would like to clarify the record with this question. So you mentioned that the disallowance is recognized immediately, and then I thought I heard a response that could be billions of dollars. But is the disallowance just related -- so let's say, hypothetically, there was a disallowance in this case. The full recognition would only be for the costs sought in this case, it would not be for the entire estimated ARO, correct?

A. I'll try to answer your question with an example. If the utility were seeking -- were in need to recover $1,000 -- just going back to my earlier

example -- to recover a $1,000 asset, and the Commission were to conclude that it could only recover $800 of that $1,000 asset, and say they said they could recover it over a four-year period with a return, then in that case, the disallowance in my example would be $200.

Q. Okay. I understand that. Let's just use hypothetical numbers. Let's say that the estimated asset retirement obligation is $1 billion, but the utility comes in for a rate case as they spend, deferral and spend, and let's say, in case number one, they come in and seek $500 million. And the regulatory agency disallowed 50 percent of that $500 million.

The Company's then not required to recognize a full loss on that $1 billion; it would just have to immediately recognize the disallowance of $250 million; is that correct?

A. Excluding considerations of return. The immediate disallowance with the explicit disallowance in your example would be $250 million. I think then what the Company would need to assess is, is it exposed to non-recovery of the remaining $500 million; what caused the $250 million charge on the first $500 million. So it would have to consider the

potential ripple effect on the remaining balance as well.

Q. Okay. But that would be in the context of the credit metrics versus accounting?

A. No, it's an accounting consideration. So if they needed to recover $1 billion, they were only going in for the first $500 million, and there was an order to say share the first $500 million, 250 and 250, the Company would need to say is it probable that we'll recover the remaining $500 million, or do we think it's likely that we'll have a charge -- actually, is it probable that we will incur an additional disallowance on the remaining $500 million? In which case, if it concluded that it was probable that it would also have a disallowance on the second $500 million, it would also have to accelerate that charge as well.

Q. At that point of the first disallowance?

A. That's correct.

Q. Okay. Thank you for that explanation.

COMMISSIONER HUGHES: Commissioner -- I mean, Chair Mitchell, before you go, I have a question based on these questions too.

CHAIR MITCHELL: All right. You may proceed, Commissioner Hughes.

EXAMINATION BY COMMISSIONER HUGHES:

Q. Mr. Riley, you referred to the word "disallowance" a number of different times, and you've used an example of, you know, $1,000. From what I understand here, the, quote, disallowance that the Public Staff is requesting, again, is a net present value disallowance. So it's a disallowance of a net present value in some cases over 25 years. So what I can see on a cash flow diagram that they presented is -- you know, they're disallowing amounts way into the future.

And I'm just curious, again, your example of it being shown right away, and you gave an example of $500 million and $250 million is disallowed. Could you just say how it would work mathematically, if it instead was $500 million was sought after and $500 million was granted, but over a period of time that caused a net present value disallowance? That's just way into the future, and I'm having a hard time wrapping my head around what would actually show up today. Does that make sense?

A. Yes, it does. I'll try to answer your question. So in your example, if the Company's seeking $500 million in recovery and they're granted

$500 million in recovery, except if the Company is out-of-pocket cash today $500 million and they're not going to recover that for, say, a period of time, call it 25 years, they have used shareholder monies today, and shareholders expect a return on the use of their funds.

So to the extent that the Commission were to only grant recovery over a 25-year period, $500 million, in present value dollars it's something less than $500 million.

Q. Okay.

A. And what the accounting would require is for the Company to assume or to assess what return would it have expected to get on those dollars, and I would have expected weighted average cost of capital. They would present value of those dollars back to today's dollars to today. Using your example, say that discounts back to $400 million. They would take a charge of $100 million for that implied disallowance in accordance with the accounting standard.

So, in effect, because they're not getting a return on their money, that has to be recognized today as a charge.

Q. So what you're saying is the net present

value of the difference between the assumed return by standard accounting has to be calculated and charged off in the next calendar year?

A. That's right. In other words, if the Commission were to allow a recovery of but not on assets that were the result of expenditures, there's an accounting consequence for the conclusion that they should not get a return on expended funds, and that's called an applied disallowance.

Q. So -- but figuring out -- figuring out the amount of that disallowance, then you have to, again, have the default, and you're saying that you would use a weighted average capital. Is that in the discretion of the Company or the audit firm to decide what is the default for calculating that net present value? Because when you're talking about net present value, people are throwing around all different types of discount factors.

A. No. There are specific accounting standards on exactly how that accounting would work. And so the Company -- it's the Company's books and records would apply, and forgive me, I don't remember the ASC reference, but it's the accounting standard number 90, FASB 90. The Company would apply that to calculate the

disallowance. So it's specific right in the accounting standard.

Q. What did you say that was again, that accounting standard? Can you repeat that?

A. It's SFAS 90, I believe.

Q. Thank you.

CHAIR MITCHELL: All right. Thanks, Commissioner Hughes.

COMMISSIONER HUGHES: No further questions.

CHAIR MITCHELL: I see Commissioner McKissick has a question.

EXAMINATION BY COMMISSIONER McKISSICK:

Q. And it's simply this: I mean, I raised the question earlier about what other utilities were doing, in terms of addressing issues similar or comparable to this, and whether they had -- how they had addressed it from an accounting perspective.

The thing I'm curious in knowing is simply this: In light of the history of what was going on with coal ash and the ability to know that these facilities were going to have to be retired at some point, we later see the CRR rule being adopted, I mean, what exactly can you tell me other utilities were doing

that Duke did not do that perhaps was not wise in hindsight?

A. I guess my answer to that question would be that I don't see Duke doing things that are different than other utilities are doing. Every jurisdiction, regulators are dealing with rates in an overall context, in terms of managing current rates versus future rates, dealing with known costs, dealing with estimates, dealing with things currently versus pushing them off into the future, depending on how questionable certain estimates are. I would say that I don't see Duke doing things differently than what I've seen elsewhere.

Q. And at what point in time were most of these entities beginning to, you know, handle their accounting in a way that adequately would allow them to accumulate funds to address the coal ash impoundment issues, you know, in advance of the way we're approaching it here in North Carolina?

A. Well, in terms of the accounting, essentially, utilities really didn't recognize their asset retirement obligations until CCR came out. Your CAMA came out slightly before CCR, so you -- I say "you" being Duke started to make their estimates of its

asset retirement obligations at that time.

And then, as I mentioned, generally speaking, utilities were deferring the expense that was being recognized as a period expense, the depreciation and accretion to be recovered in the future, and that recovery period was generally after expenditures were being made for utilities.

Q. Okay. And are you familiar with the estimates that Duke obtained as it related to retirement of their coal-generating assets?

A. In terms of the specifics of the calculation, no, I haven't reviewed those estimates.

Q. You have not. So you're familiar with them in general, in terms of what the total projected dollar value would have been, I take it; is that correct?

A. Correct.

Q. And were other utilities basically taking these issues into account significantly in advance of the adoption of CRR [sic]? I mean, from what I read, they were.

A. In terms of the -- in terms of the recognition of the obligation?

Q. Uh-huh.

A. No. No, the obligations were generally

recognized as a result of CRR -- CCR.

Q. Okay. So you were not saying nationally recognition of what those potentially contingent liabilities would be, for lack of a better way of saying it, in advance of the CRR's [sic] adoption?

A. That's correct. To the extent that utilities did recognize the liability prior to CCR, was a very -- typically a very minor amount, and it was increased significantly at CCR.

Q. And based upon what was going on, in terms of coal ash and in terms of groundwater contamination or the potential for it, do you think that it would have been wise for Duke or for other utilities to have gone ahead and established those reserves in advance of the adoption of CRR [sic]?

A. When you say "reserves," are you talking financial liabilities or collecting cash in advance?

Q. Well, beginning to collect cash in advance and likewise recognizing, for lack of a better way of putting it, the contingent liabilities that would have been associated either with the retirement of those coal-generating facilities or based upon the potential for, you know, groundwater contamination, which, obviously, there was a record in history of it

occurring, perhaps not as expansive and pervasive as it was, you know, but it was out there.

I mean, at some point have you to say, if you're aware these problems are out there, they're existing, they're occurring, at what point do you sit back and say, hey, this is something we need to address, we need to be prepared for, and we need to go ahead and either address it, in terms of it being a contingent liability or in terms of creating adequate reserves to address it?

A. I would answer it by -- answer your questions by saying that, on the accounting side, generally speaking, the utilities that I'm aware of did not really establish their asset retirement obligations until those CCR rules came out. Prior to that, it was very difficult to make that estimate. And really it was CCR that triggered that estimate or the recognition of the significant retirement obligations.

In terms of recovering cash in advance, and this is just my personal opinion, I think it's a matter of not having very specific estimates, in terms of what those costs would be and when they would be incurred. And so as a result, they would not include it in depreciation rates to be recovered in advance from

customers.

Q. Okay. And I think you said Pricewaterhouse was not the auditor for Duke?

A. That's correct.

Q. I guess the thing I'm trying to it determine -- and this has been something I've wrestled with for quite some time, and that's simply this: If I'm a utility, and I'm out there, and I'm aware that there are potential issues, problems -- or, you know, if you were any other corporation, their management team should be able to -- be able to identify and be aware of things that are, for lack of a better way of putting it, in a more traditional sense, outside of the utility segment, contingent liabilities or issues or problems that are identified which you attach some cost to, and which are actually revealed in your audits and in your financials. Because, you know, it's a duty to disclose it, particularly if it's a publicly traded company.

So the thing I'm trying to wrestle with is, at what point in time kind of the utility -- the utilities that are out there conducting business today really became aware of what they were wrestling with and dealing with to be able to address it, aware would

have been reasonably and responsible to do it. And I have -- and I wonder if it was before the adoption CRR [sic]. Maybe CRR, you know -- excuse me, CCR provided a framework, gave them a basis for going out and getting the estimates done and coming up with policies to address it.

But would there have been enough awareness prior to that time to have reasonably taken action? And, I mean, I know that's a bit of a long question and got the acronym, abbreviations a little bit twisted there, but help me out with that.

A. Sure. I would respond by saying that companies have specific footnotes. They talk about environmental exposure, contingent liabilities. Public company filings have what's called an MDNA that talk about matters that the company is looking at in the future that could have an impact on the company. So prior to the issuance of CCR, it took years for those rules to come into effect.

Companies, in general, in the utilities sector were talking about CCR and the potential impact that it would have on the companies. And they had to -- they talk -- in general, they would talk about how that -- those rules were evolving up to them

becoming formal and final. At the time they became formal and final is when the accounting entries happened. Prior to that, utilities were talking about the potential impact on utilities across the sector.

But that doesn't necessarily mean that they had very hard numbers that they could point to to say we should start collecting this now. So I'm differentiating ratemaking and disclosures as well as financial accounting.

[Reporter interruption due to sound failure.]

Q. I understand what you're here to testify about. And perhaps some of the other questions that I have in the back of my mind that would help me clarify my thoughts about some of these issues can be addressed by other witnesses that I think are going to be coming up shortly. So thank you.

A. You're welcome.

CHAIR MITCHELL: All right. Let's go back to questions on Commissioners' questions. Let's start with the Public Staff.

MR. GRANTMYRE: Yes. Bill Grantmyre.

EXAMINATION BY MR. GRANTMYRE:

Q. Mr. Riley, you were asked questions by

Commissioner Duffley and Commissioner Hughes, and you were talking about potential write-offs. I think you used the word "billions of dollars." And then there were some examples where it was less than that.

But aren't you aware that, in this case, the difference -- between based on Public Staff Exhibit 79, which is Public Staff Doss/Spanos Rebuttal Cross Examination Exhibit Number 4, that the real differential in total dollars between what the Public Staff says they should recover, which is $262 million, and what Duke Carolinas wants to recover, being $430 million, that's only $168 million differential rather than the billions that you were discussing; would you agree with that?

A. I don't have that -- I don't have that exhibit in front of me here, but I think the billions was a hypothetical.

Q. And also you said if you -- if Duke gets an adverse ruling in this case, they may have to write off some stuff in the future.

Would it only apply to the dollars in this case that we're discussing in this case, the deferral amounts for the last two years?

A. As I mentioned earlier, to the extent that

there is a disallowance in this case, the Company would also need to make an assessment as to whether or not there are other disallowances that are now probable as a result of a determination like that in this case.

Q. Well, should Duke Carolinas decide to appeal that, that would indicate that they think that future disallowances are not probable because the Commission erred, and therefore they would not have to do a write-off, would they?

A. I can't testify as to what they think. They would have to go through that thought process as to whether or not it is probable.

Q. Thank you.

CHAIR MITCHELL: All right.

Ms. Townsend?

MR. GRANTMYRE: No further questions.

CHAIR MITCHELL: All right. Thank you, Mr. Grantmyre.

Ms. Townsend, anything from the Attorney General's Office? Or Ms. Force.

MS. FORCE: Yes. I have a couple of questions for Mr. Riley.

EXAMINATION BY MS. FORCE:

Q. Mr. Riley, I'm Margaret Force. To follow up

on the questions that you were asked by -- well, several Commissioners, but last Commissioner McKissick. You've talked about shareholder dollars being disallowed.

If a commission were to determine that some of the dollars had already been accumulated in the past for the Company, would that be something that you would consider shareholder dollars being spent? Is that a disallowance in that case, or is that just not --

A. I apologize. I'm a little confused on your question. Are you saying that they would have -- if they've recovered monies already from ratepayers?

Q. Well, here, I'll give you a hypothetical. If you have a situation where a company has included in incremented rates to recover -- to put aside some of the cost of dismantling the plants involved, and then, at some point, that situation becomes a legal asset retirement obligation, do you -- when you identify the amount of the obligation, how do you treat the amount that has been accumulated in the past where it was not at that point yet and a legal obligation?

A. So the amount recovered in advance from ratepayers would be accumulated as a regulatory liability. In other words, if those monies were not

spent as intended, then it would have to be refunded to ratepayers. So to the extent that the Company has a retirement obligation and it spends money on those retirement activities, then it would relieve the obligation. It would also be relieving that regulatory liability, because it would no longer have to refund those monies to ratepayers.

Q. So for accounting purposes, I think what you're saying is it should already be reflected on the books as a liability because it's been accumulating; is that right?

A. I would agree.

Q. I see. Okay. And could you tell me, if you have a nonregulated entity that -- including a utility that's not regulated that, for instance, has a coal plant that bids into a power exchange, and the rules came out that indicated that the cost of closure of those coal ash impoundments is going to be more than what was previously anticipated, is that something that, for accounting purposes, would be written off?

A. No, you would not write it off. What you would do is recognize that change at the time it happens. And I used the phrase earlier, it's a change in estimate. So you would revise your obligation

estimate, record an associated asset retirement cost. So you would add to your asset retirement cost, and then amortize that asset retirement cost over the remaining life of the related asset.

Q. I see. But in terms of how that would be handled, then, since the -- it doesn't have regulated rates, it would be, perhaps, written off because the entity doesn't want to carry that going forward on its books since it's a non-obligation?

A. I think -- I think what you're thinking of, and tell me if I'm wrong, is that Generally Accepted Accounting Principles require companies to evaluate whether or not an asset is impaired. Now, this is an unregulated business, and so there are very specific rules around evaluating assets for impairment. But it would have to be evaluated. The future cash flows that would be generated from that facility undiscounted would be compared to the carrying value of those assets, and to the extent that the assets on the books were greater than the gross cash flows to be recovered from that facility through sales, then you would have an impairment to recognize.

Q. Okay. I appreciate the terminology.

MS. FORCE: Thank you. I don't have any

other questions.

CHAIR MITCHELL: All right. Any other questions from intervenors on Commissioners' questions?

(No response.)

CHAIR MITCHELL: All right. Mr. Heslin?

MR. HESLIN: Yes, just a few, Chair Mitchell.

EXAMINATION BY MR. HESLIN:

Q. This refers to Commissioner Duffley's questions, Mr. Riley, and a little bit to what Mr. Grantmyre tried to walk you through. But in the event in this case, were the Commission to adopt and approve the Public Staff's proposal of equitable sharing, and in doing so, use that as the justification to disallow 50 percent of the coal ash costs in this case for the amounts that are requested in this case, can you explain again what the impact would be on the estimated costs in the future, from an accounting perspective, and how the Company would have to look at that and treat it?

A. So as I tried to state earlier, the Company has to evaluate if there's a disallowances, and if it's probable that there's a disallowance -- and as a result

of a rate order, you may have an explicit disallowance. Or we also talked about with Commissioner Hughes how it could be an implicit disallowance where you're recovering of but not on expended amounts.

I also tried to indicate that it's -- a disallowance assessment is not specific to just the costs that are in question related to this particular rate case, but rather the Company would have to evaluate, based on this particular accounting rate order that they're receiving, what are the implications to the Company overall; and does it create a situation where it's not probable that other amounts that have been recognized will not be recovered from ratepayers? And if that's the case, then they would also have to take a charge for those costs as well.

Q. So in understanding we were talking a little bit hypothetically, we weren't talking precise numbers, and you're not familiar with the exact numbers in this case.

Those future cost and those future impacts, is that where the -- perhaps the billions was coming from in your testimony in responses to questions?

A. I believe so, yes.

Q. And then Commissioner McKissick asked

questions about what the Company may have done prior to the legal obligations that arose in North Carolina with the CAMA and then the CCR rules. And you talked about, with Commissioner McKissick, the idea or the theory of building up a cash reserve perhaps in depreciation rates prior to the legal obligations and the creation of those AROs.

But what is the process for a company to do something like that, to build up a cash reserves and its depreciation, and what does it have to know at that time to do so and ultimately to recover that cash from customers in advance?

A. Well, I think witness Spanos talked about that. My observation is that, generally speaking, you have to have an ability to have a good estimate of what those costs are and when they will be incurred in order to get them to convince a regulator to include them in depreciation rates. To the extent that they are included in depreciation rates, you'll be building up a reserve which would be reflected in the accumulated depreciation. But really what it represents -- and for a financial statement purposes, it's reclassified to rates that accumulated -- depreciation balance is reclassified to a regulatory liability. As I mentioned

earlier, whereby to the extent that those expenditures, the retirement expenditures do not occur, then those amounts would be refunded back to ratepayers. But it's really collecting money -- it would be a situation where you'd be collecting money in advance of ratepayers for specific known costs.

Q. And then would you accept, as far as the CCR rule, subject to check, that that came out in 2015?

A. Yes.

MR. HESLIN: No further questions, Chair Mitchell.

CHAIR MITCHELL: All right. At this point, I will entertain motions of counsel.

MR. HESLIN: Chair Mitchell, Duke Energy moves for admission of the one exhibit, Riley Rebuttal Exhibit Number 1 into evidence.

CHAIR MITCHELL: All right. Mr. Heslin, hearing no objection to your motion, it is allowed.

(Riley Rebuttal Exhibit Number 1 was admitted into evidence.)

CHAIR MITCHELL: All right. Mr. Riley, we've come to the end of your testimony. You may step down, sir. Thank you very much for being with us today.

THE WITNESS: Thank you.

CHAIR MITCHELL: All right, Duke, you may call your next witness. I assume you don't need a break in time at this point to get her ready?

(Reporter interruption due to sound failure.)

CHAIR MITCHELL: Let's just say a little prayer that the Internet service in the Dobbs Building doesn't let us down. All right.

MR. MARZO: Chair Mitchell, I think we're ready.

CHAIR MITCHELL: You're ready to go? I just wanted to make sure you didn't need time to get your witness in. I see her, so she's ready to go. All right. Ms. Bednarcik, just for an abundance of caution, let's go ahead and get you -- affirm you one more time.

Whereupon,

JESSICA L. BEDNARCIK,

having first been duly affirmed, was examined and testified as follows:

CHAIR MITCHELL: All right. Mr. Marzo, you may proceed with your witness.

MR. MARZO: Thank you, Chair Mitchell.

DIRECT EXAMINATION BY MR. MARZO:

Q. Ms. Bednarcik, once again, would you please state your name and your business address for the record?

A. My name is Jessica L. Bednarcik, and my business address is 400 South Tryon Street, Charlotte, North Carolina 28202.

Q. And again, by whom are you employed and in what capacity?

A. I am employed by Duke Energy Business Services, LLC, and I'm the vice president of the coal combustion products, operations, maintenance, and governance organization.

Q. Thank you. And did you cause to be prefiled in this docket, rebuttal testimony consisting of 60 pages?

A. Yes.

Q. And do you have any changes or corrections that you need to make to your prefiled rebuttal?

A. Yes.

Q. Okay. And an errata identifying those changes to your testimony has been filed with the Commission. And if I asked you the same questions

today, would your answers be the same as corrected by the errata?

A. Yes.

Q. And did you also cause to be prefiled, Bednarcik Rebuttal Exhibits 1, 2, 3, and 4 to your rebuttal testimony?

A. Yes.

Q. And do you have any changes or corrections that you need to make to your prefiled rebuttal exhibits?

A. No.

Q. And for the record, portions of the testimony and exhibits are marked confidential; is that correct?

A. Yes, that is correct.

Q. Okay. And, Ms. Bednarcik, did you also cause to be prefiled in this docket, supplemental rebuttal testimony consisting of five pages?

A. Yes, I did.

Q. And do you have any changes or corrections to your prefiled supplemental rebuttal testimony?

A. No, I do not.

Q. And if I asked you the same questions today, would your answers be the same?

A. Yes, they would.

Q. Okay. And finally, did you cause to be prefiled, 12 pages of supplemental testimony on August 28, 2020, in response to Commission's order?

A. Yes, I did.

Q. And do you have any changes or corrections to that prefiled supplemental testimony?

A. No, I do not.

Q. And I if asked you the same questions today, would your answers be the same?

A. Yes, they would.

Q. And did you also cause to be prefiled, Bednarcik Supplemental Exhibits 1, 2, 3, and 4 to your supplemental testimony?

A. Yes, I did.

Q. And I note for the record that a correction was filed to Exhibit Number 3 to that supplemental testimony; is that correct?

A. Yes, that is correct.

Q. And with that correction, do you have any other changes or corrections to your prefiled supplemental exhibits?

A. No, I do not.

MR. MARZO: Chair Mitchell, at this time I move that Ms. Bednarcik's prefiled rebuttal

testimony, her supplemental rebuttal testimony, and her supplemental testimony be entered into the record as if given orally from the stand.

CHAIR MITCHELL: All right. Mr. Marzo, hearing no objection, Ms. Bednarcik's rebuttal, supplemental rebuttal, and supplemental testimonies will be entered into the record as if given orally from the stand.

(Whereupon, the prefiled rebuttal and errata, supplemental rebuttal, and supplemental testimony of Jessica L. Bednarcik were copied into the record as if given orally from the stand.)

I. INTRODUCTION AND PURPOSE

Q. PLEASE STATE YOUR NAME, OCCUPATION, TITLE, AND BUSINESS ADDRESS.

A. My name is Jessica L. Bednarcik. My business address is 400 South Tryon Street, Charlotte, North Carolina, 28202. I am employed by Duke Energy Business Services, LLC, as Vice President, Coal Combustion Products ("CCP") Operations, Maintenance and Governance. In this docket, I am submitting this rebuttal testimony on behalf of Duke Energy Carolinas, LLC ("DE Carolinas," or the "Company").

Q. ARE YOU THE SAME JESSICA BEDNARCIK WHO FILED DIRECT TESTIMONY IN THIS CASE?

A. Yes.

Q. PLEASE DISCUSS THE PURPOSE OF YOUR REBUTTAL TESTIMONY.

A. The purpose of my rebuttal testimony is to address several issues discussed in the direct testimony of intervenors that are related to the recovery of costs associated with coal ash expenses. Specifically, I will address issues raised in the testimonies of Public Staff witnesses Charles M. Junis ("Junis"), L. Bernard Garrett ("Garrett"), and Vance F. Moore ("Moore"), Carolina Utility Customer Association ("CUCA") witness Kevin W. O'Donnell ("O'Donnell"), Attorney General Office ("AGO") witness Steven C. Hart ("Hart"), and Sierra Club witness Mark Quarles ("Quarles").

Q. ARE YOU PROVIDING ANY EXHIBITS WITH YOUR TESTIMONY?

A. Yes. I have attached four total exhibits that I discuss further herein.

Q. WERE EXHIBITS 1 THROUGH 4 PREPARED OR PROVIDED HEREIN BY YOU, UNDER YOUR DIRECTION AND SUPERVISION?

A. Yes.

Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.

A. My rebuttal testimony will begin by providing a brief update on developments in the Company's basin closure plans that have occurred since I filed my direct testimony. I will then turn to the primary focus of my testimony – addressing the position of the Public Staff with respect to the Company's request to recover costs related to coal combustion residuals ("CCR") compliance and ash pond closure. Through the testimony of witnesses Junis, Moore, and Garrett, the Public Staff recommends that the Commission impose two distinct disallowance mechanisms on the Company's CCR-related expenses: (1) the Public Staff recommends a number of specific, prudence-based disallowances related to closure activities at the Company's Riverbend, Dan River, and Buck sites as well as certain expenses associated with the Company's fulfillment of CAMA's provision requiring permanent water supplies; and (2) for all remaining expenses, the Public Staff recommends a purported "equitable sharing" approach which effectively amounts to a 50% disallowance across the board which is not tied to any specific finding of imprudence. My testimony will first focus on rebutting the specific disallowances proposed by witnesses Junis, Garrett, and Moore to show that each expense was the result of the

Company's reasonable and prudent efforts to comply with applicable laws and regulations. I note, as Jon Kerin did in our last rate case in Docket No. E-7, Sub 1146, that Public Staff witnesses Garrett and Moore engaged in a thorough analysis and investigation. However, I believe that they have again missed or overlooked key facts in several of their recommendations that I will address specifically in my testimony. In summary, I do not believe that their suggested disallowances are warranted based on a complete view of the applicable facts.

I will then rebut witness Junis's contention that the Public Staff's proposed "equitable sharing" approach is appropriate because the Company is "culpable" for environmental degradation that now requires expensive compliance costs to be incurred. In addressing his arguments on this point, I will also respond to related allegations in the testimony of witnesses Hart and Quarles suggesting that the Company's CCR practices lagged behind industry standards. Next, my rebuttal testimony will address the argument made by Sierra Club witness Quarles that the costs the Company has incurred related to CCR excavation and groundwater monitoring would be lower if the Company had converted to dry disposal in lined landfills sooner. Finally, my rebuttal will address CUCA witness O'Donnell's arguments for disallowance - which have not been updated from his testimony in the 2017 rate case and are, therefore, not credible – through reliance upon the testimony of Company witness Jon Kerin in the 2017 case.

Despite making sweeping suggestions that the Company should have converted to lined basins and/or generally increased groundwater monitoring,

no party has identified any concrete, specific action the Company should have taken at any certain point in history with respect to specific CCR impoundments. Nor has any party put forth a concrete number in testimony to quantify the purported reduction in CCR costs the Company might currently be realizing had it pursued another avenue for CCR disposal and storage at some unspecified time in the past. In the absence of a specifically identified action or inaction alleged to be unreasonable or imprudent, the Public Staff and intervenors have simply failed to provide the Commission with a sound reason to support any sweeping disallowance of costs that incorporate applicable regulatory principles. Indeed, as recently as last week, the Commission rejected this type of baseless request to disallow recovery of CCR costs, holding that:

> [N]o party presented evidence to attempt to quantify which, if any, of the CCR Costs might have been avoided if [Dominion Energy North Carolina ("DENC")] had used a different approach to managing its CCRs at some point during the last several decades. Indeed, it would be very difficult to go back and recreate the timing and cost of such different approaches. For example, one could argue that DENC should have converted all of its coal-fired plants to dry ash handling at least at some time during the 1990s. However, to quantify the costs and benefits of this strategy would require establishing, with some level of certainty, the costs that DENC would have incurred for such conversions, and the savings in present CCR remediation costs that would have resulted from such conversions. In addition, DENC could have been entitled to recover those conversion costs, plus a return on its increased rate base, from its ratepayers over the past several decades. On the present record, the Commission has no substantial evidence on which to make such determinations.[1]

[1] *Order Accepting Public Staff Stipulation in Part, Accepting CIGFUR Stipulation, Deciding Contested Issues, and Granting Partial Rate Increase,* at 129, Docket No. E-22, Subs 562Sub 566 (Feb. 24, 2020).

The Commission has now rejected the Public Staff's equitable sharing proposal on three distinct occasions - the 2017 DE Progress rate case, the 2017 DE Carolinas rate case; and the 2019 DENC rate case. Because neither the Public Staff nor any intervenor has put forth new, concrete evidence with respect to what the Company should have done at each impoundment and how such action would have decreased closure costs, they have given the Commission no reason to part with past precedent.

In sum, my direct testimony established the reasonableness and prudency of the Company's current CCR practices,[2] and my rebuttal will show that the Public Staff and intervenors have done nothing more than advocate for a wide-reaching, categorical disallowance that avoids established regulatory principles and have failed to present any concrete evidence to support disallowance of any distinct CCR cost.

II. UPDATE TO DIRECT TESTIMONY

Q. SINCE THE FILING OF YOUR DIRECT TESTIMONY, HAS THE COMPANY TAKEN ANY SIGNIFICANT ACTIONS WITH RESPECT TO BASIN CLOSURE?

A. Yes. On December 31, 2019, the Company entered into a Settlement Agreement (the "Agreement") with the North Carolina Department of Environmental Quality ("DEQ") and a variety of special interest groups represented by the Southern Environmental Law Center ("SELC"). The

[2] Company witness Jon Kerin established the reasonableness and prudency of the Company's historical practices in his 2017 direct testimony in Docket No. E-7, Sub 1146, which the Commission found to be convincing, and I understand that Company witness Jim Wells will again address the Company's historical practices in his rebuttal testimony in this case.

Agreement details a reasonable and prudent plan for closure of the nine remaining CCR basins owned by DE Carolinas and Duke Energy Progress, LLC ("DE Progress") (together, "Duke Energy"). Seven of the nine basins – including two at the Allen Steam Station, one at Belews Creek Steam Station, one at the Mayo Plan, one at the Roxboro Plant, and two at the Cliffside Energy Complex – will be excavated in their entirety with ash moved to on-site lined landfills. For the other two basins, at Marshall Steam Station and the Roxboro Plant, uncapped basin ash will be excavated and moved to lined landfills. The Agreement calls for expedited state permit approvals, which would keep projects on a rapid timeline, while at the same time reducing the total estimated cost to close the remaining basins by roughly $1.5 billion as compared to the April 1, 2019 DEQ order requiring full excavation at all sites. An official consent order was filed with the courts on January 31, 2020 (the "Consent Order").

Q. DOES THE AGREEMENT ADDRESS ANY POTENTIAL IMPACTS TO GROUNDWATER?

A. Yes. The Agreement and Consent Order ensures that impacted groundwater is addressed and includes provisions to streamline the process for this work through corrective action plans at each site.

Q. DOES THE AGREEMENT AND/OR CONSENT ORDER ADDRESS THE LITIGATION REGARDING CLOSURE PLANS THAT HAS BEEN INITIATED IN VARIOUS COURTS THROUGHOUT THE STATE?

A. Yes. The Consent Order completely resolves all pending disputes between the parties over basin closure plans.

III. RESPONSE TO THE PUBLIC STAFF'S SPECIFIC RECOMMENDED DISALLOWANCES

Q. PLEASE DESCRIBE THE SPECIFIC, PRUDENCE-BASED DISALLOWANCES RECOMMENDED BY THE PUBLIC STAFF.

A. The Public Staff has recommended prudence-based disallowances in the following areas: (1) payment of a fulfillment fee to Charah, Inc. ("Charah") related to the disposal of ash from the Riverbend plant at the Brickhaven structural fill ($46,142,699); (2) payment of "premium rates" for ash excavation and disposal at the Dan River Steam Station ($29,250,905); (3) construction costs at the Buck Beneficiation plant ($67,809,160); (4) expenditures for groundwater extraction and treatment at the Belews Creek plant ($298,433 on a system basis); and (5) costs incurred to connect eligible residential properties to permanent alternative water supplies ($16,882,665 on a system basis) and/or install and maintain water treatment systems ($962,524 on a system basis). I will address each of these recommended disallowances separately below.

A. CHARAH FULFILLMENT FEE

Q. PLEASE PROVIDE SOME BACKGROUND INFORMATION REGARDING THE CHARAH CONTRACT.

A. As I explained in my direct testimony, DE Carolinas and DE Progress executed eMax Master Contract Number 8323 (the "Charah Master Contract") with Charah to dispose of CCR from DE Carolinas' Riverbend plant and DE Progress' Sutton, Cape Fear, H.F. Lee, and Weatherspoon plants. The contracts required DE Carolinas and DE Progress, together, to provide a minimum amount of coal ash for disposal at Charah's mines. With respect to DE Carolinas, the Company agreed to this term because for Riverbend, a designated high priority site, it was important to know that there would be a guaranteed, immediate place in which to relocate the excavated CCR to ensure compliance with CAMA deadlines.

Q. HAS THE PUBLIC STAFF OR ANY INTERVENOR SUGGESTED THAT IT WAS IMPRUDENT FOR DE CAROLINAS TO ENTER INTO THE CONTRACT WITH CHARAH?

A. No. No party has challenged the prudency of the Company's decision to contract with Charah. The sole issue before the Commission with respect to the Company's engagement of Charah is whether the fulfillment fee the Company paid to Charah pursuant to the contract terms was reasonable.

Q. PLEASE EXPLAIN WITNESS GARRETT'S RECOMMENDATIONS AS THEY RELATE TO THE CHARAH FULFILLMENT FEE.

A. Mr. Garrett argues that the fulfillment fee paid to Charah for the disposal of ash at the Brickhaven mine was unreasonable and imprudent, and therefore recommends a disallowance of $46,142,699. In support of his recommendation, Mr. Garrett points to a single number in the fulfillment fee calculation provisions of the Charah Master Contract that he contends creates a "fundamental flaw" in the contract. In somewhat of a contradiction, he also argues that DE Carolinas acted imprudently because it "did not use the pricing [terms and conditions] established in [the Charah Master Contract]" to calculate the fulfillment fee.

Despite these criticisms, however, Mr. Garrett does not recommend any specific adjustments to the charged and paid fulfillment fee that would comport with the terms of the Master Contract, purportedly because, as he sees it, there are "too many flaws" in Duke Energy's calculation method to do so. Instead, he calculates a separate, hypothetical fulfillment fee – one that is entirely detached from the terms, conditions, and calculation methodology set forth in the Charah Master Contract - to support his disallowance proposal.

Q. PLEASE PROVIDE SOME BACKGROUND REGARDING THE PARTIES' DECISION TO INCLUDE THE FULFILLMENT FEE PROVISIONS IN THE CHARAH MASTER CONTRACT.

A. As I explained in my direct testimony, the Charah Master Contract required Duke Energy to provide a minimum amount of coal ash for disposal at Charah's

Brickhaven and Sanford Clay Mines. This arrangement reflected the fact that Charah, at the time of contracting, did not own sufficient land to accommodate the ash it was being engaged to manage. **[BEGIN CONFIDENTIAL]**

[redacted]

[3] The Sanford Clay Mines were earmarked for storing CCR from DE Progress sites and, accordingly, DE Carolinas is not seeking recovery for the portion of the fulfillment fee that is attributable to the costs of land acquisition and development at Sanford in the DE Carolinas filing.

[redacted] **[END CONFIDENTIAL]**

Q. DO YOU AGREE WITH MR. GARRETT'S CONCLUSION THAT THE TERMINATION PROVISIONS OF THE CHARAH MASTER CONTRACT WERE TRIGGERED ON MAY 29, 2019?

A. Yes. **[BEGIN CONFIDENTIAL]** [redacted] **[END**

CONFIDENTIAL] The Charah Master Contract was signed in November 2014, the first Purchase Order was issued December 2014, and the amendments to CAMA were enacted in July 2016. Nevertheless, the existence of such a delta triggered the Company's obligation to pay the Prorated Costs.

Q. HOW DO YOU RESPOND TO MR. GARRETT'S CONTENTION THAT THE COMPANY INCORRECTLY CALCULATED THE PRORATED PERCENTAGE AND, BY EXTENSION, THE PRORATED COSTS?

A. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted] **[END CONFIDENTIAL]**

Mr. Garrett's proposal demonstrates a fundamental misunderstanding of both general contractual construction and the rationale behind the termination provisions to which the parties agreed. In particular, while Mr. Garrett is correct that DE Carolinas was not financially committed to provide Charah with quantities of ash for *excavation* beyond those identified in the purchase orders, the Company was still financially obligated to make Charah whole for prorated costs per the prorated cost triggering event definition in the Master Contract. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Q. CAN YOU POINT TO ANY OTHER TERMS IN THE CHARAH MASTER CONTRACT THAT SUPPORTS YOUR UNDERSTANDING?

A. Yes. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[END CONFIDENTIAL]

Q. IS IT COMMON PRACTICE TO INCLUDE FULFILLMENT FEE-RELATED TERMS AND CONDITIONS IN CONTRACTS?

A. Yes. For contracts that require a contractor to invest a large amount of capital, such as in the development of significant infrastructure in order to be able to perform the needed contracted service, it is common practice and reasonable to require a minimum investment by the company requesting the contracted service. This is particularly common where the market does not indicate a readily "next available client." In this case, the large infrastructure development by Charah involved land purchase, permitting cost, rail spur and unloading system construction.

Q. DID THE COMPANY TAKE ANY STEPS TO MITIGATE THE POTENTIAL MAGNITUDE OF THE FULFILLMENT FEE?

A. Yes. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted] **[END CONFIDENTIAL]**

Q. MR. GARRETT ALSO ARGUES THE "METHODOLOGY" EMPLOYED BY DUKE TO CALCULATE THE FULFILLMENT FEE IS UNREASONABLE. DO YOU AGREE WITH HIS ARGUMENTS?

A. No. As an initial matter, Mr. Garrett does not provide support for his argument regarding the methodology used by the Company. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Mr. Garrett's unsupported argument again misunderstands the meaning of Prorated Costs and the purpose of the cost cap. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[redacted] **[END CONFIDENTIAL]**

Q. WHAT IS THE TOTAL SAVINGS THE COMPANY ACHIEVED FOR ITS CUSTOMERS BY INCLUDING THOSE MITIGATING TERMS INTO THE CONTRACT?

A. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted] **[END CONFIDENTIAL]**

B. <u>"PREMIUM RATES" AT DAN RIVER STEAM STATION</u>

Q. CAN YOU PLEASE PROVIDE SOME BACKGROUND INFORMATION REGARDING THE COMPANY'S DECISION TO HIRE PARSONS?

A. Yes. On October 3, 2016, DE Carolinas issued an invitation to bid for the Phase 2 excavation and transportation of coal ash from the Dan River plant impoundments to the on-site landfill area. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[redacted]

[END CONFIDENTIAL]

Q. WHAT WAS THE TIMEFRAME FOR COMPLETING EXCAVATION OF CCR AT THE DAN RIVER SITE UNDER THE PARSONS MASTER CONTRACT?

A. Because Dan River was classified as a high priority site under CAMA, the deadline to complete excavation at the site was August 1, 2019. Notwithstanding the statutory deadline, the Company's contract with Parsons contemplated that excavation would be completed by January 1, 2019, to allow margin for uncertainties, including those related to weather, ash condition (i.e. wetness), and depth of ash (i.e. amount).

Q. HOW MUCH ASH WAS EARMARKED FOR EXCAVATION AT THE DAN RIVER IMPOUNDMENTS?

A. The Company originally projected that **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]** would be excavated from the Dan River impoundments. At the time, it was difficult to accurately quantify the ash to be excavated because much of it was not visible and located under vertical embankment soil. Recognizing the importance of obtaining an accurate CCR quantification to Parsons' ability to appropriately allocate resources to meet both internal and CAMA-mandated deadlines, the Company regularly engaged in analyses targeted to refine the total ash estimate. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted] **[END CONFIDENTIAL]** Mr. Garrett characterizes the discovery of this additional ash as a "significant contributing factor to the cost premiums" discussed in his testimony. However, one of the reasons the Company included a margin in the estimated time to complete the CAMA related excavation was to account for the fact that additional ash may be encountered. Therefore, this additional ash was not a "significant contributing factor" to the overall project.

Q. PLEASE DESCRIBE THE DELAYS TO PARSONS' PLANNED EXCAVATION WORK AT DAN RIVER.

At the outset of the project, Parsons encountered a variety of delays that slowed its excavation work. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Moreover, in a season of unusually heavy rainfall, Parsons' operations were impacted by even the smallest amount of precipitation. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[END CONFIDENTIAL]

Q. BEFORE TERMINATING THE CONTRACT WITH PARSONS, DID THE COMPANY WORK WITH PARSONS TO ADDRESS EXISTING ISSUES AND ATTEMPT TO MITIGATE COSTS?

A. Yes. The Company actively worked with Parsons to address and remediate the continued delays to the CCR excavation project.

[BEGIN CONFIDENTIAL] [redacted]

[redacted]

[END CONFIDENTIAL]

Q. WHEN DID THE COMPANY FIRST INFORM PARSONS THAT IT WAS CONSIDERING TERMINATION?

A. On August 20, 2018, the Company formally informed Parsons that it needed to demonstrate immediate improvement or the Company would be forced to consider all options, including termination, under the Parsons Master Contract.

In response, Parsons submitted a sequenced excavation plan of the Secondary Basin in early September that was, essentially, an update to a Recovery Plan. By this time, however, DE Carolinas had considerable doubts with respect to Parsons' ability to implement its plan, and CCP Management and the CCP Project Team compared Parsons' sequenced excavation plan with a sequenced excavation proposal submitted by Trans-Ash. Over the course of the project, Parsons had never demonstrated the ability to process saturated ash with any predictability or certainty at Dan River, and its proposed excavation plan did not address the specifics of how it planned to do so in the future.

Following receipt of the sequenced excavation plan, DE Carolinas participated in several face-to-face meetings with Parsons executive leadership to understand Parsons' recovery plans and the associated costs. However, Parsons was ultimately unable to demonstrate to Duke Energy CCP Management and the CCP Project Team that it was equipped to properly excavate the CCR impoundments at Dan River, let alone in accordance with CAMA's required timeline. Accordingly, on September 14, 2018, the Company informed Parsons that it was terminating the Parsons Master Contract effective October 12, 2018.

Q. WHAT WAS THE COMPANY'S PLAN FOR COMPLETING EXCAVATION AT DAN RIVER FOLLOWING TERMINATION OF THE PARSONS CONTRACT?

A. To finish excavation of the Dan River impoundments in a timely manner, the Company contracted with Trans Ash, which had demonstrated a successful

track record at the Company's Sutton location. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Q. PLEASE EXPLAIN MR. GARRETT'S ARGUMENTS AS THEY RELATE TO THE DAN RIVER EXCAVATION COSTS.

A. Mr. Garrett argues that the Commission should disallow $29,250,905 on a system basis from the Asset Retirement Obligation ("ARO") cost for basin closure at the Dan River plant. In support of his recommended disallowance, he argues that DE Carolinas incurred additional, unreasonable costs because the Company:

(1) Had the opportunity to set a performance bond in the initial contract with Parsons Environment & Infrastructure Group Inc. ("Parsons"), the first contractor DE Carolinas hired to excavate ash at Dan River, but did not do so;

(2) Had the opportunity to require security when it realized Parsons was falling behind schedule set for ash excavation, but did not;

(3) Could have imposed back-charges on Parsons for work completed by Trans Ash, a contractor hired to finish the excavation work Parsons was unable to complete, but did not impose such charges;

(4) Overpaid Parsons for contract revisions;

(5) Paid an unreasonable "premium" as a result of firing Parsons and hiring Trans Ash, including settlement costs paid to Parsons;

(6) **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

(7) Paid a premium to complete the excavation of ash that was not subject to CAMA requirements before the CAMA closure deadline; and,

(8) Paid a premium to complete excavation of ash that was not in the original plan before the CAMA closure deadline rather than seek a variance to the statutory deadline.

I rebut each of Mr. Garrett's reasons for recommending a disallowance below and explain why the Company's costs incurred for the excavation of ash at Dan River were reasonable and prudent.

Q. DO YOU AGREE WITH MR. GARRETT'S ARGUMENT THAT DE CAROLINAS SHOULD HAVE NEGOTIATED A PERFORMANCE BOND IN THE INITIAL CONTRACT WITH PARSONS?

A. No, I disagree with Mr. Garrett.

Q. CAN YOU EXPLAIN THE CONCEPT OF A PERFORMANCE BOND?

A. In a nutshell, a performance bond requires a contracting entity to enter into a separate contract with a third-party surety to assume, for a fee, the obligations of the contracting entity in the event it fails to perform its duties under the contract.

Q. CAN YOU EXPLAIN WHY A PERFORMANCE BOND WOULD NOT HAVE MITIGATED DAMAGES WITH RESPECT TO EXCAVATION OF THE CCR LOCATED AT DAN RIVER?

A. As a threshold matter, performance bonds are notoriously difficult to enforce, and there are numerous legal defenses that a third-party surety can attempt to use to argue that there is some reason it should not have to perform. Moreover, even if the surety agrees to take over performance, there is a delay involved while the surety decides how to proceed, notwithstanding any requirement to

meet a certain completion date. Accordingly, a performance bond does not mitigate schedule risk, and it would be inappropriate in this situation where a statutorily mandated deadline is a driving force behind the excavation activity. Essentially, the Company would be surrendering control of the problem resolution to some third-party surety selected by the contractor with no assurance that the work would be completed on time.

Q. CAN YOU EXPLAIN WHY IT WAS REASONABLE FOR THE COMPANY TO NOT REQUEST SECURITY FROM PARSONS PURSUANT TO SECTION 4.12 OF THE PARSONS MASTER CONTRACT?

A. Yes. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[END CONFIDENTIAL]

Q. HOW DO YOU RESPOND TO MR. GARRETT'S CONTENTION THAT THE COMPANY SHOULD HAVE IMPOSED BACK-CHARGES ON PARSONS FOR WORK COMPLETED BY TRANS ASH.

A. **[BEGIN CONFIDENTIAL]** [redacted]

[END CONFIDENTIAL]

Q. WERE THERE OTHER PROTECTIVE TERMS IN THE PARSONS MASTER CONTRACT THAT MITIGATED COSTS RESULTING FROM DELAYS CAUSED BY PARSONS?

A. Yes. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Q. HOW DO YOU RESPOND TO MR. GARRETT'S ARGUMENT THAT THE COMPANY OVERPAID FOR REVISIONS TO PARSONS PURCHASE ORDERS?

A. I disagree with Mr. Garrett's conclusion. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted] **[END CONFIDENTIAL]** Accordingly, Mr. Garrett's recommended disallowance with respect to the Parsons revisions should be rejected as inaccurate and unreliable.

Q. DO YOU AGREE WITH MR. GARRETT THAT DE CAROLINAS "PAID AN UNREASONABLE PREMIUM" TO TERMINATE THE CONTRACT WITH PARSONS, INCLUDING THE SETTLEMENT PAYMENT TO PARSONS?

A. No. **[BEGIN CONFIDENTIAL]** [redacted]

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]		[redacted]
[redacted]		[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[redacted]

[redacted] **[END CONFIDENTIAL]** Therefore, based on these factors, the "premium" associated with the Trans Ash agreement as compared to the Parsons Master Contract is reasonable.

Q. [BEGIN CONFIDENTIAL] [redacted]

[redacted] **[END CONFIDENTIAL]**

Q. DO YOU AGREE WITH MR. GARRETT'S CONTENTION THAT THE COMPANY "PAID A PREMIUM" TO EXCAVATE ASH "THAT WAS NOT SUBJECT TO CAMA REQUIREMENTS BEFORE THE CAMA CLOSURE DEADLINE?"

A. No. **[BEGIN CONFIDENTIAL]** [redacted]

[END CONFIDENTIAL]

More importantly, Mr. Garrett's assertion regarding dam decommissioning is factually incorrect. The only non-basin ash that was

associated with dam decommission was excavated in June 2019 following completion of basin ash excavation. All dam decommissioning excavation prior to May 2019 was performed in order to access the ash underneath the Intermediate Dike and Primary Basin vertical expansions. Accordingly, this portion of Mr. Garrett's testimony should be ignored, and his associated recommended disallowances rejected.

Q. DO YOU AGREE WITH MR. GARRETT THAT THE COMPANY SHOULD HAVE SOUGHT A VARIANCE FROM DEQ AND THAT SUCH A VARIANCE WOULD OFFER "POTENTIAL COST SAVINGS"?

A. No. Although I agree that it was possible for the Company to request an extension, there was no guarantee that an extension would even be granted to the Company to allow additional time to excavate the ash. Also, even if DEQ were to grant an extension, there was no guarantee that Parsons would have been able to increase its ash excavation rate and meet an extended deadline given its past performance.

Additionally, Mr. Garrett implies that requesting a variance to the deadline would have enabled the Company to reduce the production requirements of its contractors in order to save money. However, pursuant to N.C.G.S. § 130A-309.215(a1), where a variance is requested by an impoundment owner, the impoundment owner must "continue to apply best efforts to minimize any delays in meeting the Deadline." The efforts Mr. Garrett details on pages 44-49 of his testimony outline the change orders

associated with the implementation of "best available technology found to be economically reasonable at the time." N.C.G.S. § 130A-309.215(a1). For example, employing Trans Ash to work 24/7 and utilize lime for moisture conditioning are proven means and methods for expediting excavation of CCR to meet the CAMA deadlines. As exemplified throughout my testimony, the implementation of these changes enabled the Company and its contractor to recover schedule without producing "serious hardship" as required by the law.

For example, DE Progress did in fact request a variance to the CAMA deadline applicable to Sutton. Before doing so, however, DE Progress implemented the "best available technology" in an attempt to meet the deadline, such as requiring work 24 hours a day five days a week to exemplify DE Progress' need for a variance. Despite implementing these efforts and requesting a six-month extension, however, DEQ only granted DE Progress a four-month extension. See Bednarcik Rebuttal 3 for a copy of NC DEQ's *Decision Granting in Part Variance with Conditions,* issued on March 26, 2019. Thus, it is reasonable to conclude that in order for DE Carolinas to request an extension from DEQ, DE Carolinas would have had to execute the types of recovery mechanism implemented, **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]** Accordingly, Mr. Garrett's argument that DE Carolinas would have saved costs

if it continued working with Parsons and requested a variance from DEQ is without merit and fails to consider the statutory requirements of CAMA.

C. BUCK BENEFICIATION PROJECT

Q. PLEASE EXPLAIN MR. MOORE'S RECOMMENDATIONS AS THEY RELATE TO THE COMPANY'S ASH BENEFICIATION PROJECT AT THE BUCK PLANT.

A. Mr. Moore recommends a disallowance of $67,809,160, which represents the costs incurred by subcontractor Zachry Industrial Inc. ("Zachry") for Engineering, Procurement, and Construction ("EPC") expenses at the Buck beneficiation site. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]** Accordingly, Mr. Moore suggests that the Company should have taken the following steps before contracting with Zachry:

> 1) Upon receiving the estimate from Zachry, the Company should have sent the construction contract out for bid again to a broader group of companies;
>
> 2) instead of contracting with a single company to construct all three STAR facilities, the Company could have entered into three separate contracts for the construction of one STAR facility each, which he alleges would have been cheaper;
>
> 3) before entering into the construction contract with Zachry, the Company should have sought statutory relief from the CAMA

Amendment's beneficiation requirements from the General Assembly, and,

4) upon receiving the estimate from Zachry and learning that the estimated cost of the beneficiation projects would be far higher than originally estimated, the Company should have sought guidance from the regulator, DEQ, as to whether some waiver or compromise would be possible, and what the consequences would be if it did not comply with the beneficiation requirements of the CAMA Amendment.

As I detail below, Mr. Moore's recommended disallowance should be rejected, as the Company's choice of Zachry as the EPC subcontractor was reasonable, prudent, and supported by law.

Q. CAN YOU EXPLAIN WHY IT IS UNREASONABLE FOR MR. MOORE TO COMPARE THE CONSTRUCTION ESTIMATE INCLUDED IN SEFA'S RFI RESPONSE TO THOSE INCLUDED IN ZACHRY'S EPC CONTRACT.

A. Yes. First, the purpose of an RFI is to collect general written information about the capabilities of various contractors in an effort to screen contractors and help the Company make a decision on what steps to take next about a potential project. From the contractor's standpoint, the purpose of an RFI is also to help prepare the contractor to submit a formal Request for Proposal and develop an appropriate strategy to do so. Accordingly, the RFI promulgated by the Company in August of 2016 for technologies that would be able to beneficiate ponded ash for the concrete industry requested general information regarding ash beneficiation, was not site-specific, and did not identify the scope of the beneficiation projects to be completed – in large part because the Company was still developing the project's precise scope and determining the locations for

beneficiation. **[BEGIN CONFIDENTIAL]** [redacted]

[END CONFIDENTIAL] In short, the Company's RFI did not ask responding contractors for any site-specific estimate of the EPC costs to be incurred for the beneficiation sites, nor did it provide project details that would be necessary to calculate such an estimate. Instead, SEFA provided estimated construction costs based on the costs it incurred to construct the Winyah STAR Facility in South Carolina.

N.C. House Bill 630 § 130A-309.216 required the Company to execute a binding agreement for the installation and operation of ash beneficiation projects by January 1, 2017. **[BEGIN CONFIDENTIAL]** [redacted]

[END CONFIDENTIAL]

Q. HOW DO YOU RESPOND TO MR. MOORE'S COMPARISON OF THE EPC COSTS AT BUCK TO THOSE INCURRED TO CONSTRUCT THE WINYAH BENEFICIATION UNIT?

A. Mr. Moore attempts to support his argument that the Buck beneficiation EPC costs are unreasonable by comparing the costs incurred at Buck to his understanding of the capital costs for SEFA's beneficiation unit at Winyah Station in South Carolina.[4] However, the Winyah plant and the beneficiation units SEFA constructed for the Company have a number of key differences. First, the Winyah plant is designed to produce 200,000 tons of ash product per year (a 120 MMBtu facility), while the Buck beneficiation unit must produce 300,000 tons of ash product per year (a 140 MMBtu facility) to meet the requirements of CAMA. CAMA's output requirement necessitated installation of a second external heat exchanger at Buck along with all associated equipment. In addition, Winyah typically uses 70 percent ponded ash and 30 percent production ash. Ash at the Company's plants, on the other hand, is 100 percent ponded ash and required the addition of a grinding circuit to meet American Society for Testing Materials ("ASTM") standards for concrete. The two facilities also differ in the type of scrubbers each utilizes. Winyah has a wet scrubber, while Buck is equipped with dry scrubbers, which required a second bag house with additional induced draft fans. Finally, the Winyah STAR facility was a refurbishment/addition to an existing carbon burn-out

[4] Mr. Moore suggests that SEFA expended only $40 million on capital costs for the Winyah Station. From what I can tell, however, his cost analysis is based on a single 2013 article from Waste 360 that neither provides a source for this number, nor gives any specificity as to what costs were included/excluded in the $40 million number.

facility and SEFA was able to reuse a significant part of the carbon burn-out facility when constructing Winyah's STAR unit. The Company's facilities are new construction. In short, there is little to no instructive value in comparing construction costs for the beneficiation units at Winyah and Buck given the significant, fundamental differences between the two facilities.

Q DO YOU AGREE WITH MR. GARRETT THAT THE COMPANY SHOULD HAVE SIGNED AN EPC CONTRACT WITH SEFA FOR THE CONSTRUCTION OF THE BENEFICIATION SITES, BASED UPON THE INITIAL CONSTRUCTION ESTIMATE PROVIDED BY H&M IN THE RFI RESPONSE?

A. No. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Q. DO YOU AGREE WITH MR. GARRETT THAT THE COMPANY SHOULD HAVE SENT AN ADDITIONAL BID TO A BROADER GROUP OF SUBCONTRACTORS AFTER RECEIVING ZACHRY'S BID?

A. No. Due to the size and scope of the beneficiation projects as well as the deadlines required under CAMA, the Company wished to contract with a familiar contractor upon which it knew it could depend based on past engagements. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

In addition, as recognized in the Commission's *Order Requesting Additional Information* dated November 9, 2018 in Docket Nos. E-2, Sub 1142 and E-7, Sub 1146, the Company has a long history and policy of supporting local suppliers. Therefore, the Company also chose to target contractors with a North Carolina presence like Zachry, which maintains an industrial and power office in Charlotte. It is also worth noting that it is now the defined policy of the state of North Carolina for utilities to maximize the use of resident contractors for utility projects undertaken in the State of North Carolina, as stated in new NCUC Rule R25-1(a).

Q. DO YOU AGREE WITH MR. MOORE'S ARGUMENT THAT THE BUCK EPC COSTS WOULD HAVE BEEN LOWER IF THE COMPANY HAD CONTRACTED WITH THREE SEPARATE CONTRACTORS FOR EACH BENEFICIATION PROJECT?

A. No. As an initial matter, Mr. Moore provides no support for this argument, and the Commission should therefore dismiss it. Further, there is no certainty that SEFA would have been able to support three separate EPC subcontractors at once, particularly in light of its smaller size.

More importantly, Mr. Moore ignores the fact that by contracting with Zachry, the Company was able to realize extensive cost savings through economies of scale. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]** Therefore, it was reasonable, prudent, and maximized savings for customers for the Company to contract with a single contractor for all three sites.

Q. HOW DO YOU RESPOND TO MR. MOORE'S ARGUMENT THAT THE COMPANY SHOULD HAVE SOUGHT STATUTORY RELIEF FROM CAMA'S BENEFICIATION REQUIREMENTS?

A. I disagree. If the Company had sought statutory relief from the General Assembly, there would have been no guarantee that the General Assembly would have actually granted such relief. Moreover, even if the General Assembly were inclined to grant such relief, there would have been the risk of the original CAMA deadline being realized before such a bill could be drafted, vetted, and passed.

Moreover, although I am not an attorney, the relevant CAMA section requiring beneficiation, N.C.G.S. § 130A-309.216, makes no mention of the word "cost." In fact, N.C.G.S. § 130A-309.211(c1) is the only section within CAMA I have found that provides alternative means if an action is "cost-prohibitive." It is therefore reasonable to conclude that the General Assembly did not intend for the costs of beneficiation to be considered in requiring the Company's environmental compliance.

Finally, Mr. Moore's comparison to the North Carolina utilities' receipt of statutory relief in the context of the Renewable Energy and Portfolio Standards under N.C.G.S. § 62-133.8(i)(2) is misplaced. In that case, the General Assembly granted the utilities relief from achieving an environmental *mandate* of buying renewable energy *from a specific resource that was unavailable in the initially enacted statute.* In this case, the Company would be asking the General Assembly for relief from an environmental regulation

requiring the cleanup of areas identified by the General Assembly as posing risks to groundwater via an amendment to CAMA. It is my opinion that it would be unreasonable to establish precedent in this state where utilities are granted "relief" from adhering to environmental regulations meant to address identified risks on the basis of costs where such statutes do not already specifically contemplate costs.

Q. MR. MOORE ALSO ARGUES THAT THE COMPANY SHOULD HAVE SOUGHT GUIDANCE FROM DEQ UPON LEARNING OF ZACHRY'S ESTIMATED EPC COSTS. HOW DO YOU RESPOND?

A. I disagree. As an initial matter, DEQ is responsible for enforcing the State's environmental laws irrespective of an entity's cost of compliance. While the Company often works with DEQ on its own initiative and as required by law regarding compliance, it would be outside of DEQ's purview to consider costs. Indeed, there are no cost considerations in the beneficiation provisions of CAMA and it would therefore be inappropriate for DEQ to make such considerations as part of its enforcement. **[BEGIN CONFIDENTIAL]** [redacted] **[END CONFIDENTIAL]**

Therefore, even assuming the Company were to "seek guidance" from DEQ, the Company would have no argument supporting why the beneficiation

project should be modified based on the cost estimates included in the Zachry EPC contract.

As Mr. Moore did not detail what "waiver or compromise" he believes would have been possible to obtain from DEQ and under what authority, I can only assume he was referencing N.C.G.S. § 130A-309.215 Variance Request within CAMA. However, as I have already explained, DEQ has the authority to grant variances to deadlines *only* when "compliance with the deadline cannot be achieved by application of best available technology found to be economically reasonable at the time and would produce serious hardships without equal or greater benefits to the public." Because the Company believed it could meet the existing deadline through application of the best available technology and without serious hardship, it did not believe it had strong grounds upon which to request a variance.

Q. ARE THE COMPANY'S EPC COSTS PAID TO ZACHRY FOR THE BUCK BENEFICIATION PROJECT REASONABLE AND PRUDENT?

A. Yes. Given the scope, novelty, and difficulty of the project, the regulatory requirements, and for all of the reasons already articulated in my testimony, the EPC costs paid to Zachry were reasonable and prudent. Moreover, there are major differences in the scope and requirements of the Winyah STAR Facility project and the Buck beneficiation project. These differences explain the difference between the initial estimate provided in the RFI and the actual EPC costs and support the Zachry EPC contract as reasonable.

D. EXTRACTION WELLS AT BELEWS CREEK

Q. WHAT COSTS ARE THE COMPANY PRESENTLY SEEKING TO RECOVER RELATED TO ITS EXTRACTION WELL SYSTEM AT BELEWS CREEK?

A. In total, the Company has incurred $1,793,511.72 related to its extraction well system at Belews Creek. A large portion of these costs – $1,495,078.43 – were recovered as part of the 2017 rate case, and the Company is seeking to recover the remaining costs of $298,433.29 in the instant case.

Q. DID THE COMMISSION ADDRESS THE COMPANY'S RECOVERY OF COSTS ASSOCIATED WITH EXTRACTION WELLS AND GROUNDWATER TREATMENT IN ITS 2017 ORDER[5]?

A. Yes. In 2017, through the nearly identical testimony of Mr. Junis, the Public Staff recommended that the Commission disallow recovery of the cost of extraction wells and groundwater treatment at Belews Creek. The Commission rightly rejected the proposed disallowance, finding that the Company's CCR expenses, including those related to the Belews Creek extraction wells, were reasonably and prudently incurred.

Q. WHAT IS YOUR RESPONSE TO MR. JUNIS'S CONTENTION THAT THE COST OF EXTRACTION WELLS AND GROUNDWATER TREATMENT AT BELEWS CREEK SHOULD BE DISALLOWED?

A. The premise of Mr. Junis' argument for disallowance of these costs, that the Company should not be allowed recovery because these costs would not have

[5] *Order Accepting Stipulation, Deciding Contested Issues and Requiring Revenue Reduction*, Docket No. E-7, Sub 1146 (June 22, 2018) ("2017 Order")

been necessary under CAMA without violations of the state's groundwater standards, is incorrect. Because the measures undertaken at Belews Creek were reflected in the Sutton Settlement Agreement, they were moved up in time from when they would have otherwise been required, but DE Carolinas would have installed extraction wells at Belews Creek in order to comply with CAMA even without the Sutton Settlement Agreement.

As Mr. Junis acknowledges in his testimony, the Commission directly addressed the Sutton Settlement Agreement in its 2017 Order, stating that it "declines to find that [the Sutton Settlement Agreement] evidences violation of environmental obligations" and that "there is insufficient evidence that [DE Carolinas] would have had to engage in any groundwater extraction and treatment activities absent the obligations imposed upon it by CAMA and/or the CCR Rule."[6] Importantly, the Commission found that "the assertion that DE Carolinas' 'violations' resulted in the [Sutton Settlement Agreement] and in groundwater extraction and treatment costs that would not otherwise have been incurred is incorrect and not supported by the evidence."[7]

In the face of this clear directive from the 2017 Order, Mr. Junis asks this Commission to "take a fresh look" at the extraction well costs. In particular, Mr. Junis points to the fact that groundwater exceedances measured at Belews Creek have increased from 1,926 in 2017 to 3,972 today. Mr. Junis's reliance on these numbers, however, is indicative of a basic misunderstanding of the 2L exceedance/violation process. An increase in measured exceedances

[6] 2017 DE Carolinas Order at 297, 300.
[7] *Id.* at 300.

does *not*, as Mr. Junis contends, suggest an increase in groundwater contamination in and around the Belews Creek plant. Rather, because it is impossible to flip a switch and reverse the existence of exceedances, the increased number simply indicates that sampling is ongoing at both pre-existing and new wells while the Company engages in preparing and implementing a corrective action plan in cooperation with DEQ and as required under CAMA. In this way, an increased number of exceedances is not unexpected while the Company works with DEQ toward corrective action. This concept is discussed further in the testimony of Company witness Wells, and I agree with and adopt his analysis.

E. PERMANENT ALTERNATIVE WATER SUPPLIES AND WATER TREATMENT SYSTEMS

Q. WHAT IS YOUR RESPONSE TO WITNESS JUNIS'S CONTENTION THAT THE COSTS THE COMPANY INCURRED TO INSTALL PERMANENT ALTERNATIVE WATER SUPPLIES AND WATER TREATMENT SYSTEMS SHOULD BE DISALLOWED?

A. DE Carolinas' efforts with respect to installation of permanent alternative water supplies and water treatment systems were undertaken to comply with applicable law. In particular, N.C.G.S. § 130A-309.211(c1) obligated the Company to establish permanent replacement water supplies for each household that has a drinking water supply well located within a one-half mile radius from the established compliance boundary of a CCR impoundment, and is not separated from the impoundment by a river. The statute goes on to provide that the requisite replacement water supply can be achieved either

through connection to public water supplies or, in certain circumstances, through installation of a filtration system at the household. The requirement exists even absent the existence of a 2L exceedance for qualifying households and also applies to households outside the half-mile radius where such exceedances were identified. Through its efforts, DE Carolinas complied with the letter of the law.

In this case, as witness Junis acknowledges, the Company is not seeking to recover the costs it voluntarily incurred to connect uncovered properties to alternative water supplies that were not subject to the requirements of CAMA. Instead, the Company simply seeks recovery of the costs it incurred pursuant to the statute.

Q. DID THE COMMISSION ADDRESS THE COMPANY'S RECOVERY OF COSTS ASSOCIATED WITH ALTERNATIVE WATER SUPPLIES AND WATER TREATMENT IN ITS 2017 ORDER?

A. Yes. Although the Commission did not directly comment on the Public Staff's position in its 2017 Order, the Commission rightly rejected the proposed disallowance, finding that the Company's CCR expenses, including those related to providing permanent alternative water supplies, were reasonably and prudently incurred.

Q. WHAT IS YOUR RESPONSE TO WITNESS JUNIS'S CONTENTION THAT THE COSTS THE COMPANY INCURRED TO INSTALL

PERMANENT ALTERNATIVE WATER SUPPLIES AND WATER TREATMENT SYSTEMS SHOULD BE DISALLOWED?

A. Witness Junis argues that the permanent alternative water supply expenses are analogous to the costs the Company incurred to provide temporary bottled water supplies to customers and should, therefore, be disallowed. However, the Commission had the opportunity to deny recovery of these costs on such grounds in the last case but declined to do so. Consistent with that decision, the Company has not sought recovery for bottled water expenses in this case, as Mr. Junis acknowledges, but the Commission majority's decision to grant recovery of alternative water supplies and treatment expenses in 2017 reflects that the expenses were incurred to comply with the law and are equally appropriate for recovery in the instant case.

Q. WHAT IS YOUR RESPONSE TO WITNESS HART'S CONTENTION THAT THE REQUIREMENTS SET FORTH IN SECTION N.C.G.S. § 130A-309.211(c1) WERE LIKELY ENACTED IN RESPONSE TO THE COMPANY'S "DELAY IN ADDRESSING GROUNDWATER IMPACTS"?

A. Subsection (c1) was enacted as an amendment to CAMA in July 2016, less than two years after the General Assembly passed the original law. Because CAMA contains detailed provisions outlining how and when the Company may undertake corrective action, including by addressing any groundwater impacts, and requires that any such action must first be subject to the review and approval of DEQ, it is nonsensical to suggest that the Company delayed taking

action following the passage of CAMA. To the extent witness Hart is suggesting that the actions or inactions of DE Carolinas were the root cause of CAMA, history demonstrates that the environmental regulatory regime is an ever-evolving body of law, and it would be impossible to connect CAMA or any of its provisions to any singular underlying act. This issue is addressed in more detail by Company witness Wells and was extensively discussed by witnesses Kerin and Wells in the 2017 case, and I agree with all of those arguments.

IV. RESPONSE TO THE PUBLIC STAFF'S PURPORTED "EQUITABLE SHARING" DISALLOWANCE

Q. WHAT IS YOUR UNDERSTANDING OF THE PUBLIC STAFF'S RECOMMENDED "EQUITABLE SHARING" DISALLOWANCE?

A. As discussed in detail by Company witness McManeus, the Public Staff's "equitable sharing" recommendation amounts to a wholesale 50% disallowance of the CCR-related costs for which DE Carolinas requests recovery in this case. Unlike the specific disallowances discussed in Section III of my testimony, the Public Staff's "equitable sharing" proposal is not tied to any finding of unreasonableness or imprudence on behalf of the Company. In fact, Mr. Junis admits in his testimony that it would be impossible to conduct a prudence analysis on the Company's historical CCR-related activities.

Instead, the Public Staff cites two purported justifications for its equitable sharing approach. First, Mr. Junis alleges that DE Carolinas is culpable for environmental degradation that now requires expensive remediation, the costs of which should be shared between the Company and its

customers. Second, Public Staff witness Maness argues that even in the absence of evidence of environmental culpability, the Public Staff would recommend equitable sharing due to the enormity of the costs. Company witness McManeus will address the latter justification. My testimony will focus on rebutting Mr. Junis's contention that DE Carolinas is "culpable" for the CCR-related costs that the Company has incurred to comply with applicable laws – including the CCR Rule and CAMA as well as regulations promulgated by the South Carolina Department of Health and Environmental Control ("SCDHEC") – in light of available historical knowledge and industry standards. Company witnesses Marcia Williams and Jim Wells will provide greater detail regarding the history of CCR regulations and applicable laws and standards, and I agree with the positions taken by those witnesses.

Q. DO YOU HAVE A GENERAL RESPONSE TO MR. JUNIS'S CONTENTION THAT 50% OF THE COMPANY'S CCR EXPENSES SHOULD BE DISALLOWED BECAUSE THE COMPANY IS "CULPABLE" FOR THE COSTS IT HAS INCURRED IN CCR COMPLIANCE COSTS?

A. Yes. As I briefly mentioned in the introduction to my rebuttal testimony, the Commission has now rejected the Public Staff's equitable sharing proposal three times in the last two years. Indeed, the Commission correctly identified the proposal as "standard-less" and "arbitrary" in the 2017 Order.[8] Turning to Mr. Junis's contention in 2017 that the Company's historical actions with

[8] 2017 Order at 273.

respect to CCR storage were "culpable," the Commission further noted that "[p]ast actions, even if imprudent . . . must result in quantifiable costs, which the Public Staff has not shown. Therefore, identification of an imprudent action or inaction is not by itself sufficient; rather, there must be a demonstration of the economic impact."[9] In other words, after days and days of CCR testimony in the 2017 case, neither the Public Staff nor any intervenor was able to quantify any discrete cost throughout the Company's considerable history managing CCR that was deemed to be imprudent or connected to an imprudent action. The same is true in this case.

Q. WHAT IS YOUR RESPONSE TO THE CONTENTION OF MR. JUNIS, MR. HART, AND MR. QUARLES THAT THE COMPANY'S CCR HANDLING PRACTICES LAGGED BEHIND INDUSTRY STANDARDS?

A. I disagree with Mr. Junis and the other witnesses and believe that DE Carolinas' coal ash management practices were and continue to be consistent with industry standards at the time.

In an apparent attempt to cast doubt over DE Carolinas' use of unlined basins, Mr. Junis, Mr. Hart, and Mr. Quarles cite a small handful of papers published between 1967 and 1985 which discuss potential issues associated with coal ash disposal and the importance of developing and implementing appropriate controls. Company witnesses Williams and Wells will more thoroughly address the findings of these publications, but, together, the

[9] *Id.*

publications do not provide sufficient, if any, conclusions or certainty to prompt a utility to undertake the costly effort of changing its storage practices. For example, Mr. Junis cites statistics on the use of lined surface impoundments and landfills for new construction contained in the 1988 EPA Report. This report shows increases in the percentages of *new* landfills and surface impoundments that were lined. However, DE Carolinas last constructed a new ash basin in 1982. In addition, Mr. Junis's assertion fails to account for site-specific conditions, which, as EPA explains in the preamble to the CCR Rule and guidance, is an essential consideration when making CCR unit-specific determinations. Mr. Junis likewise presents no credible evidence to show that DE Carolinas' engineering and design of its impoundments was not consistent with industry practice and regulatory requirements at the time other than Mr. Junis's subjective allegations.

Finally, the conclusions Mr. Junis and other intervenors make on this point were viewed through the filter of a 21st century lens when no such clarity existed in real time.

Q. HOW DO THE COMPANY'S HISTORICAL CCR PRACTICES COMPARE TO THE PRACTICES OF SIMILARLY SITUATED UTILITIES IN NEIGHBORING STATES?

A. Based upon a review of the materials and report prepared by Geosyntec Consultants of NC, P.C. and presented by Company witness Rudy Bonaparte analyzing coal-fired power plants in South Carolina, Virginia and Georgia, it appears that of the 63 CCR impoundments identified in the reports, only five

had liners. Of the 53 CCR impoundments that were constructed in or before 1982, the year that the last of DE Carolina's ash basins was constructed at Buck, only one basin is reported as having a liner, and that was due to site specific conditions (located in karst terrain). Through this assessment, DE Carolina's practices were similar to our neighboring states.

Q. BASED ON YOUR REVIEW OF THE DOCUMENTS PRESENTED BY THE PUBLIC STAFF AND OTHER INTERVENORS, DO YOU BELIEVE THAT DE CAROLINAS SHOULD HAVE BUILT NEW LINED IMPOUNDMENTS AS OPPOSED TO EXPANDING EXISTING UNLINED IMPOUNDMENTS?

A. No. The construction of new lined impoundments would have entailed significant expense to the Company, while not removing the need to maintain the existing unlined impoundments. Even if the Company had built new lined impoundments, it would still have had the old unlined impoundments to manage and would thus have ended up with double the sites to manage. This is aside from the fact that such action would have been taken before it was consistent with industry standards to do so, and would have put the Company at risk of disallowance of those costs.

Q. DO YOU BELIEVE THE COSTS TO BUILD NEW LINED IMPOUNDMENTS TO RETIRE EXISTING CCR IMPOUNDMENTS WOULD HAVE BEEN RECOVERABLE IN RATES BEFORE THE ENACTMENT OF THE CCR RULE AND/OR CAMA?

A. No. Before the promulgation of the CCR Rule and/or the enactment of CAMA, there was no reasonable or prudent justification for the Company to change its operation with respect to CCR impoundments. The Company's operation of its various CCR impoundments was consistent with existing federal and state (including North Carolina and South Carolina) law, and no federal or state regulator or intervenor suggested that the Company should change its historical practices during those previous cases. In the absence of any such authority, I, as a witness for the Company, would have had no basis upon which to advocate for recovery of costs.

Indeed, the Public Staff and each of the intervenors offering testimony regarding CCR costs in this proceeding seem to implicitly acknowledge this challenge as none have been able to propose a concrete alternate course the Company should have taken.

Q. DO YOU BELIEVE THE COMPANY SHOULD HAVE SOUGHT RECOVERY OF THE COST OF CCR REMOVAL IN A DEFERRED ACCOUNT PRIOR TO ITS 2017 RATE CASE?

A. No. Before the promulgation of the CCR Rule and CAMA and, in South Carolina, the Company's entrance into settlement agreements with the Department of Health and Environmental Control ("DHEC") and various

environmental groups regarding closure of CCR impoundments – all of which set forth clear procedures for the Company, in concert with its regulators, to follow to develop and implement closure plans for each of its CCR impoundments – there was little certainty in the regulatory landscape regarding basin closure. Before 2015, no law or regulation mandated closure or excavation of CCR impoundments and there was no guidance from regulators regarding how or when the Company should undertake such an effort. In the absence of any such authority, I, as a witness for the Company, would have had no basis upon which to testify that CCR removal was a prudent step for the Company to take, let alone to advocate for recovery of associated costs.

V. RESPONSE TO CUCA WITNESS O'DONNELL

Q. HOW DO YOU RESPOND TO THE RECOMMENDATIONS OF CUCA WITNESS O'DONNELL?

A. CUCA witness O'Donnell has submitted testimony that is virtually identical to his written testimony in the 2017 DE Carolinas Rate Case. Because his arguments are unchanged from the 2017 case, the Company's response to it is likewise unchanged. Accordingly, I adopt and incorporate by reference the responsive points and arguments set forth in the rebuttal testimony of Company witness Jon Kerin in Docket No. E-7 Sub 1146.

VI. RESPONSE TO SIERRA CLUB WITNESS QUARLES

Q. DO YOU AGREE WITH SIERRA CLUB WITNESS QUARLES' CONTENTION THAT COSTS ASSOCIATED WITH EXCAVATION AND GROUNDWATER MONITORING LIKELY WOULD BE LOWER IF THE COMPANY HAD CONVERTED TO DRY DISPOSAL IN LINED LANDFILLS SOONER?

A. No. As I explained in response to Mr. Junis's testimony, the increased percentage of basins that were lined during the 1970s and 1980s still represented a minority of the new basins being constructed, showing that unlined basins were still the industry standard at that time. And again, the EPA report focused on *new* landfills and surface impoundments, while DE Carolinas last constructed a new ash basin in 1982. In addition, like Mr. Junis, Mr. Quarles presents no specific evidence to show that DE Carolinas' engineering and design of its impoundments was not consistent with industry practice and regulatory requirements at the time. Moreover, witness Quarles completely fails to identify any specific action the Company should have taken at any specific time that would have decreased closure costs. Nor does he even attempt to assign a value to the purportedly "lower" costs for the purpose of proposing a disallowance. In the absence of any concrete testimony on this point, witness Quarles' testimony is not useful to the Commission and should be disregarded.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. E-7, SUB 1214

In the Matter of: Application of Duke Energy Carolinas, LLC For Adjustment of Rates and Charges Applicable to Electric Service in North Carolina	))))))))	**DUKE ENERGY CAROLINAS, LLC'S CORRECTIONS TO THE REBUTTAL TESTIMONY OF JESSICA L. BEDNARCIK**

CORRECTIONS TO THE DIRECT TESTIMONY OF JESSICA L. BEDNARCIK

Duke Energy Carolinas, LLC ("DE Carolinas" or "Company") provides the following Corrections to the Direct Testimony of Jessica L. Bednarcik:

1. Correct representations regarding the capabilities of the Winyah STAR facility. The following corrections to Witness Bednarcik's testimony addresses this issue:

   a. Page 41, Line 9 Change "200,000" to "250,000."

   b. Page 41, Line 14 Change "70" to "67."

   c. Page 41, Line 14 Change "30" to "33."

Q. PLEASE STATE YOUR NAME, AFFILIATION, AND BUSINESS ADDRESS.

A. My name is Jessica L. Bednarcik. My business address is 400 South Tryon Street, Charlotte, North Carolina, 28202. I am employed by Duke Energy Business Services, LLC, as Vice President, Coal Combustion Products ("CCP") Operations, Maintenance and Governance. In this docket, I am submitting this supplemental rebuttal testimony on behalf of Duke Energy Progress, LLC ("DE Progress," or the "Company").

Q. PLEASE DISCUSS THE PURPOSE OF YOUR SUPPLEMENTAL REBUTTAL TESTIMONY.

A. The purpose of my supplemental rebuttal testimony is to address certain issues discussed in the supplemental testimony of Steven L. Hart on behalf of the Attorney General's Office ("AGO").

Q. WHAT IS YOUR UNDERSTANDING OF THE AGO'S RECOMMENDED DISALLOWANCE?

A. AGO witness Hart has not recommended any concrete disallowance. Instead, he simply contends that the CCR closure costs for which DE Carolinas is seeking recovery in rates "would be reduced by approximately $50MM to $190MM" had the Company undertaken to close its ash basins in 1989, 1993, 2003, 2010. To arrive at this conclusion, witness Hart discounted the actual system closure expenditures set forth in and supported by my direct testimony in two ways. First, like Mr. Junis, Mr. Hart removed the costs to install permanent water supplies, which were required by statute, as well as the

Charah fulfillment fee. Second, he purportedly adjusted the remaining, non-excluded costs for the "time value of money" assuming closure activities had been conducted at four different points between 1989 and 2010. In doing so, he implicitly assumed that the Company's current closure activities are identical to closure activities the Company would have taken had it chosen or otherwise been compelled to close ash basins in 1989, 1993, 2003, and 2010. His unclear conclusion – which covers a staggeringly imprecise span of approximately $150 million – fails to provide the Commission with any tangible recommendation for a reduction in the Company's cost recovery.

Q. DOES MR. HART CONSIDER ANY VARIATION IN THE CLOSURE APPROACHES THAT THE COMPANY MIGHT HAVE ADOPTED HAD IT BEGUN CLOSURE OF ITS ASH BASINS AT ANY TIME IN THE PAST?

A. He does not. By adjusting the Company's closure costs only for the purported "time value of money," Mr. Hart implicitly rejects the idea that the Company could have pursued different closure strategies had it begun such activities in 1989, 1993, 2003, and/or 2010.

Q. DO YOU AGREE WITH WITNESS HART'S ASSUMPTION THAT ACTIONS REQUIRED TO CLOSE THE COMPANY'S BASINS AT AN EARLIER DATE ARE THE SAME OR SUBSTANTIALLY SIMILAR TO THE CLOSURE ACTIVITIES FOR WHICH THE COMPANY IS SEEKING REIMBURSEMENT IN THIS PROCEEDING?

A. I do not. In fact, Mr. Hart appears to disagree with his own assumption. In

testimony filed in the parallel Duke Energy Progress proceeding, No. E-2, Sub. 1142, Mr. Hart acknowledged that "[i]t is difficult at this point in time to estimate what costs would have been incurred 10 or more years ago." (E-2, Sub. 1142, Hart at 167.) I could not agree more. Such an analysis would be futile as it is impossible to retroactively predict with any degree of certainty what options the Company might have pursued had it chosen to close its inactive basins in 1989, 1996, 2003, and/or 2010 given the historical regulatory landscape, available technology, and evolving industry best practices, among other factors.

Q. DO YOU HAVE ANY OTHER COMMENTS ON WITNESS HART'S PURPORTED RECOMMENDATION?

A. Yes. As Company witness Lioy explains in his testimony, Mr. Hart's time value of money calculations do *not*, as Mr. Hart contends, demonstrate any savings the Company could have achieved by engaging in closure activities at an earlier date. Instead, they simply show the equivalent of those closure costs in 1989, 1996, 2003, and 2010 dollars. This concept and the flaws in Mr. Hart's approach are thoroughly discussed in Mr. Lioy's testimony, and I agree with his conclusions.

Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

A. Yes.

Q. PLEASE STATE YOUR NAME, AFFILIATION, AND BUSINESS ADDRESS.

A. My name is Jessica L. Bednarcik. My business address is 400 South Tryon Street, Charlotte, North Carolina, 28202. I am employed by Duke Energy Business Services, LLC, as Vice President, Coal Combustion Products ("CCP") Operations, Maintenance and Governance. In this docket, I am submitting this supplemental rebuttal testimony on behalf of Duke Energy Carolinas, LLC ("DE Carolinas," or the "Company").

Q. PLEASE DISCUSS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY.

A. The purpose of my supplemental testimony is to respond to the Commission's July 23, 2020 Order Requiring Duke Energy Carolinas, LLC and Duke Energy Progress, LLC to File Additional Testimony on Grid Improvement Plans and Coal Combustion Residual Costs. In particular, my supplemental testimony will address the Commission's request for additional information regarding costs associated with closure of the Company's coal combustion residual ("CCR") basins. My testimony responds to three of the Commission's questions, specifically (1) projected annual CCR remediation costs on a plant-by-plant basis from 2019 through 2057; (2) for each plant and year, a break-down of the costs by remediation activities; and (3) for each plant's annual total cost an allocation to North Carolina retail based on the applicable energy factor. I will also respond to the Commission's question regarding the Company's

ability to estimate the incremental costs of excavating, rather than capping-in-place, remaining ash at the Company's designated "low-risk" CCR basins.

The questions for me are posed against the backdrop of the Company's January 2020 settlement with the North Carolina Department of Environmental Quality ("NCDEQ") and several community groups, and so I will also briefly provide information concerning that settlement.

Q. HOW DO YOU RESPOND TO THE COMMISSION'S REQUEST FOR PROJECTED CCR REMEDIATION COSTS FROM 2019 THROUGH 2057?

A. I am providing the information requested in spreadsheet form, which is attached to my testimony as Bednarcik Supplemental Exhibit 1. The Exhibit responds to three of the Commission's four questions, as described above.[1] Although the Commission asked for estimated CCR remediation costs through 2057, my Exhibit 1 provides estimated costs through 2078 to reflect that the Company will continue to incur closure-related costs beyond 2057 due to the applicable thirty-year post-closure care requirements for basins and landfills set forth by the Federal CCR Rule and the North Carolina Coal Ash Management Act ("CAMA").

The costs presented in my Exhibit 1 represent the actual costs incurred for CCR remediation activities undertaken from January 1, 2015, through January 31, 2020, as well as the projected costs that will be incurred through

[1] Although my Exhibit 1 includes the Commission-requested information regarding cost allocation, the Exhibit merely applies the cost of service allocation factor to each category of identified costs. I defer to the testimony of Witness Jane McManeus for any questions regarding the allocation factor, itself.

the completion of post-closure requirements. The cost projections from February 1, 2020, forward are robust and are based on the extensive experience and lessons learned from the engineering, design, the excavation and landfill construction of three completed ash basin projects at Dan River, Riverbend and Sutton sites, and at the Asheville site, where excavation is in its final phase and an on-site landfill is currently being constructed. This experience included the construction of a 58-acre landfill at Sutton, a 25-acre landfill at Dan River, and the excavation of approximately 20 million tons of ash across all four locations. The significant excavation activities the Company has successfully undertaken to-date have enhanced its ability to reliably estimate future costs.

Indeed, my Supplemental Exhibit 2 demonstrates that the Company has been successful at estimating projected CCR costs within a reasonable margin of error. The Company follows the Association for the Advancement of Cost Engineers ("AACE") cost-estimating classification system. Using this construction industry generally accepted tool, estimates prepared before the Company has received any contractor bids for work necessary to complete each project are considered Class 5, with a +/- 25% margin of error. That margin of error continues to decrease as the details of the project become more defined (+/-20%), bids are obtained (+/-15%), and contracts are executed (+/-10%). My Exhibit 2 demonstrates this progression by comparing the estimates for total CCR remediation costs at the Dan River and Riverbend sites—where the Company has completed all excavation work—at various points in time. For both sites, the estimates contained in Jon Kerin's Exhibit 11 in the 2017 rate

case, Docket No. E-7 Sub 1146, compared with the revised fourth quarter of 2019 estimates were within or below our expected margin of error—as some work scopes in 2017 were still based upon Class 5 estimates. Likewise, one can see that the margin continued to decrease as work was awarded and field work progressed, by comparing the third quarter 2018 and fourth quarter 2019.

As evidenced by these exhibits, the Company has a demonstrated history of reliable estimates, albeit within expected margins of error, in its CCR remediation cost estimates, and its ability to project these costs has been further enhanced by the lessons learned through the work completed at the Asheville, Dan River, Riverbend and Sutton sites.

Q. HOW DO YOU RESPOND TO THE COMMISSION'S REQUEST TO DESIGNATE WHETHER EACH COST IS A CAPITAL, OPERATING, OR MAINTENANCE COST?

A. Witness Doss is responding to this question, and I defer to him, but note that each of the remediation costs identified in my Exhibit 1 were charged to ARO. It is my understanding, based on my review of Mr. Doss's testimony, that costs required to fulfill the Company's obligations under CAMA and the Federal CCR Rule are charged to ARO regardless of the type of work described as the remediation activity. Thus, the remediation activities, no matter the type, are AROs when designated as such through the process described fully by Mr. Doss in his testimony.

Q. CAN YOU GIVE SOME ADDITIONAL CONTEXT REGARDING THE SETTLEMENT AGREEMENT THE COMPANY REACHED WITH NCDEQ IN JANUARY 2020?

A. Yes. As I explained in my rebuttal testimony, the settlement agreement the Company reached with NCDEQ and a variety of special interest groups represented by the Southern Environmental Law Center ("SELC") was the result of a thoroughly vetted process by which the parties agreed upon a reasonable and prudent plan for the closure of the nine remaining CCR basins owned by DE Carolinas and DE Progress (together "Duke Energy"). To give some additional background, NCDEQ is vested with the statutory authority to enforce North Carolina's environmental protection laws, including laws enacted to protect the water quality of the State. In keeping with this authority, CAMA grants NCDEQ the authority to direct that surface impoundments designated as "low-risk" to be closed by excavation, capping in place, or closing in compliance with the CCR Rule.[2] While Duke Energy initially planned to close its designated "low-risk" basins by capping in place, on April 1, 2019, NCDEQ issued Coal Combustion Residuals Surface Impoundment Closure Determinations ("Closure Determinations") for Duke Energy's "low-risk" impoundments at Allen, Belews Creek, Cliffside, Marshall, Mayo, and Roxboro Steam Stations (collectively, the "Sites"), directing that each be closed through excavation.

[2] N.C. Gen. Stat. § 130A-309.214(a)(3).

As I explained in my direct testimony, Duke Energy filed Petitions for Contested Case Hearing on April 26, 2019, in the North Carolina Office of Administrative Hearings ("OAH") challenging NCDEQ's Closure Determinations. SELC, on behalf of several community and citizen groups, intervened in the case in support of NCDEQ's Closure Determinations, agreeing with NCDEQ that excavation of the Facilities' impoundments would be most protective of the environment. As I explained in my rebuttal testimony, Duke Energy entered into a settlement agreement with NCDEQ and the groups represented by SELC on December 31, 2019 following extensive settlement negotiations. The Settlement Agreement requires Duke Energy to excavate the ash at seven of the nine basins at these Sites – including two at the Allen Steam Station, one at Belews Creek Steam Station, one at the Mayo Plant, one at the Roxboro Plant, and two at the Cliffside Energy Complex – in their entirety with ash moved to on-site lined landfills. For the other two basins, at Marshall Steam Station and the Roxboro Plant, uncapped basin ash will be excavated and moved to lined landfills. While Duke Energy agreed to excavate this remaining ash, it also secured key representations from NCDEQ and the community and citizen groups that would allow the Company to proceed with excavation as expeditiously as possible and without the threat of further challenges from either group. In particular, the Agreement calls for expedited state permit approvals, which would keep projects on a rapid timeline, while at the same time reducing the total estimated cost to close the remaining basins by roughly

$1.76 billion[3] as compared to the cost to excavate under the April 1, 2019 DEQ order which required full excavation at all sites. Entering the Settlement Agreement also allowed the parties to resolve other pending litigation in state and federal courts, thereby ensuring that the impoundments are excavated on an expedited basis and to remove the uncertainty associated with litigation.

A key underlying premise of the Settlement Agreement was that Duke Energy "DEQ and the Community Groups agree that closing the CCR impoundments at the Allen, Belews Creek, Cliffside, Marshall, Mayo, and Roxboro Steam Stations in accord with this Agreement . . . is reasonable, prudent, in the public interest, and consistent with law."[4] Removing the coal ash from unlined CCR impoundments will be more protective than leaving the material in place, will reduce regulatory uncertainty going forward for the Companies and their customers, and will allow for flexibility in the deployment of future remedial measures. The parties filed a Consent Order memorializing their agreement in Wake County Superior Court on January 31, 2020, and the Order was approved in its entirety by Judge Paul. C. Ridgeway on February 5, 2020.

[3] Approximately $425,000 of the $1.76 billion savings include landfill cost avoidance due to anticipated extension of the CAMA deadline to beneficiate ash at Buck, Cape Fear, and H.F. Lee.
[4] Settlement Agreement ¶ 53(a), attached as Bednarcik Supplemental Exhibit 3.

Q. DOES DE CAROLINAS HAVE THE ABILITY TO REASONABLY IDENTIFY THE INCREMENTAL COSTS IT INCURRED AS A RESULT OF THE SETTLEMENT AGREEMENT IT REACHED WITH NCDEQ IN DECEMBER?

A. As I explained on pages 13 and 14 of my direct testimony, the Company did not incur any incremental cost as a result of the Settlement Agreement with respect to the costs it is seeking to recover in the instant rate case. With the exception of closure plan development, none of the site work that has been conducted at the Allen, Belews Creek, Cliffside, or Marshall sites is specific to cap-in-place closure. In other words, all of the site work included as part of this case at these sites would also be required to complete closure by excavation. To the extent the Commission considers closure plan development as a potential incremental cost, the costs the Company incurred to prepare plans for closure by excavation were approximately $140,000 to $480,000 more per site than the costs it incurred to prepare plans for closure by cap-in-place.

Q. DOES DE CAROLINAS HAVE THE ABILITY TO REASONABLY IDENTIFY THE INCREMENTAL COSTS IT LIKELY WILL INCUR AS A RESULT OF THE SETTLEMENT AGREEMENT IT REACHED WITH NCDEQ IN DECEMBER?

A. It is impossible to identify with any degree of certainty the incremental costs that the Company is likely to incur as it proceeds to excavate, rather than cap-in-place, the CCR basins at Allen, Belews Creek, Cliffside, and Marshall. Aside from expected margins of error between any estimate the Company might

make for the cost of cap-in-place vs. excavation and the actual costs of closure by either method, the Settlement Agreement paves the way for a smoother regulatory approval process. In particular, the Settlement Agreement secured commitments from NCDEQ that it will, among other things, "conduct an expeditious review and act expeditiously" as to review of the Company's closure plans and permit applications.[5] Likewise, the Settlement Agreement secured commitments that the community groups will not oppose or otherwise challenge the Company's closure plans or requests for variances on closure deadlines set forth in CAMA [Paragraphs 42 and 45].[6] In the absence of such representations, the Company could have expected to meet delays at various points in the approval process and also to expend cost opposing challenges from the community groups. Even without the Settlement Agreement, it is not at all clear that the Company could have moved forward with its original plans for closure by cap-in-place. To the contrary, the Company could have been *ordered* to excavate ash either at the conclusion of the Company's judicial challenge to NCDEQ's Order or by a state or federal judge presiding over the litigation brought by the community groups demanding excavation. The uncertainty of ongoing litigation and the explicit opposition by NCDEQ for a cap-in-place compliance strategy that would span several decades from implementation to monitoring placed significant risks on the cap-in-place strategy that cannot be fully contemplated or readily estimated. In light of these variables, it is impossible to calculate incremental costs or savings between a

[5] Settlement Agreement ¶ 38.
[6] *Id.* ¶¶ 42 & 45.

cap-in-place plan and excavation plan approved in the Settlement Agreement for the Company's "low-risk" basins.

Notwithstanding these challenges, however, the Company has undertaken to make a comparison of the cost projections for each closure methodology in keeping with the Commission's request for this information. Bednarcik Supplemental Exhibit 4 demonstrates the Company's best closure cost estimates at several different points in time at the Allen, Belews Creek, Cliffside, and Marshall sites, including: (1) the estimated cost of cap-in-place closure based on the Company's best approximation at the time of Jon Kerin's testimony in the 2017 rate case and spanning the years 2015-2057; (2) a revised estimate of cap-in-place closure costs calculated in the third quarter of 2018 and spanning the years 2015-2059; (3) the estimated cost of closure by excavation calculated in the third quarter of 2019 based upon the requirements set forth in NCDEQ's April 1, 2019 Order and spanning the years 2015-2078; and (4) the estimated cost of closure calculated in the fourth quarter of 2019 based upon the closure terms set forth in the Settlement Agreement, again spanning the years 2015-2078. The variation in date range between each estimate reflects the Company's evolving projection of the time required to close the basins and complete post-closure requirements pursuant to CAMA, the CCR Rule, and requirements of NCDEQ.

It is important to note that each of these estimations are subject to a margin of error. For the fourth quarter 2019 estimates, the Company assumed a +/- 25% margin for the magnitude cost estimates it prepared in advance of

and following the Settlement Agreement based on the design stage for closure by excavation at the "low-risk" sites and associated engineering data for each site. The Company also referred to historic and ongoing projects, bids, contracts, and other related data for work of similar scope being performed for the Company at other sites along with certain other estimating references, including but not limited to, the opinion of internal subject matter experts, external expert opinion, and the Company's industrial estimating database.

Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL TESTIMONY?

A. Yes.

MR. MARZO: And that Bednarcik Rebuttal Exhibits 1 through 4 to her rebuttal testimony be marked for identification, and as indicated confidential where appropriate.

CHAIR MITCHELL: All right. Hearing no objection to that motion, her exhibits will be so marked with confidential designations as appropriate.

(Bednarcik Rebuttal Exhibits 1, 2 and 4; and Confidential Bednarcik Rebuttal Exhibit 3 were identified as they were marked when prefiled.)

MR. MARZO: Thank you, Chair Mitchell.

CHAIR MITCHELL: And, Mr. Marzo, just for purposes of the record, portions of her testimony that is confidential shall be so designated when copied into the record.

MR. MARZO: Thank you, Chair Mitchell. I'd also ask that Ms. Bednarcik's supplemental testimony be entered into the record as if given orally from the stand today, and that Bednarcik Supplemental Exhibits 1 through 4 be marked for identification.

CHAIR MITCHELL: Her supplemental

exhibits will be marked for identification as they were when prefiled.

(Bednarcik Supplemental Exhibits 1 through 4 were identified as they were marked when prefiled.)

MR. MARZO: Thank you, Chair Mitchell.

Q. Ms. Bednarcik, did you prepare summary of your rebuttal and supplemental testimony?

A. Yes, I did.

MR. MARZO: Chair Mitchell, that summary was provided to the Commission and parties to these dockets as required by the Commission's order, and I'd ask that the summary of Ms. Bednarcik be read into the record as if given orally here today.

CHAIR MITCHELL: All right. Hearing no objection, Mr. Marzo, Ms. Bednarcik's summary will be copied into the record as if given orally from the stand.

(Whereupon, the prefiled summary of rebuttal and supplemental rebuttal testimony and summary of supplemental testimony of Jessica L. Bednarcik was copied into the record as if given orally from the stand.)

Duke Energy Carolinas, LLC
Summary of Rebuttal and Supplemental Rebuttal Testimony of Jessica L. Bednarcik
Docket No. E-7, Sub 1214

My rebuttal testimony responds to issues raised in the testimonies of Public Staff witnesses Charles M. Junis, L. Bernard Garrett, and Vance F. Moore, Carolina Utility Customer Association ("CUCA") witness Kevin W. O'Donnell, Attorney General Office ("AGO") witness Steven C. Hart, and Sierra Club witness Mark Quarles.

The purpose of my rebuttal testimony is to respond to the Public Staff's proposed prudence-based disallowances at the Company's Riverbend, Dan River, and Buck sites as well as certain expenses associated with the Company's fulfillment of CAMA's provision requiring permanent water supplies. For these proposed disallowances, my rebuttal testimony establishes that each challenged expense was the result of the Company's reasonable and prudent efforts to comply with applicable laws and regulations.

In particular, I show that the fulfillment fee paid to Charah, terminating the Company's commitment to store 20 million tons of ash at Charah's Brickhaven and Colon mines, was incurred as a result of amendments to CAMA that the Company could not have anticipated, which required beneficiation, rather than excavation, of ash at certain of the Company's sites. Considering the amount of capital infrastructure that Charah invested to effectuate the contract, it reasonably needed assurances that those costs would be covered. The ultimate fulfillment fee that the Company paid was the result of negotiation that allowed a payment well below the contractual maximum and that, on balance, saved money for the customer.

At the Buck site, my testimony shows that the Company acted reasonably and prudently when it selected Zachry as its environmental, procurement, and construction contractor. Zachry's quoted rates were better than its competitors, and it had performed successful work for the Company in the past. In addition, I show that the Public Staff's suggestion that the Company

should have sought statutory relief from CAMA requirements is unrealistic and would have placed the Company in violation of CAMA deadlines.

At the Dan River site, I show that it was reasonable and prudent for the Company to enter into a contract with Parsons to complete excavation work, but that despite best efforts, it became apparent that Parsons would not be able to complete excavation by the CAMA-mandated deadline of August 1, 2019, in part due to struggles it faced excavating wet ash in an unusually rainy year. To meet this important statutory deadline, the Company removed Parsons from the project and contracted with Trans Ash, who had successfully excavated ash at the Sutton site, to complete the work. Using this strategy, the Company achieved closure before August 1, 2019.

My rebuttal testimony also responds to the testimony of witnesses Junis, Hart, and Quarles and shows that the Company's historical CCR practices were in line with those of similarly situated utilities in neighboring states, and before the promulgation of the CCR Rule and/or the enactment of CAMA, there was no reasonable or prudent justification for the Company to change its CCR operations.

Finally, my supplemental rebuttal testimony addresses the supplemental testimony of AGO witness Hart and shows that, in suggesting the Company could have reduced cost by beginning closure at an earlier date, Mr. Hart fails to consider that an earlier closure may have necessitated a different approach given the then-existing regulatory landscape, evolving industry knowledge and available technology, and that it is impossible to predict with any certainty what such costs might have been.

This concludes my summary of my rebuttal testimony.

Duke Energy Carolinas, LLC
Summary of Supplemental Testimony of Jessica L. Bednarcik
Docket No. E-7, Sub 1214

My supplemental testimony responds to the Commission's July 23, 2020 Order Requiring Duke Energy Carolinas, LLC and Duke Energy Progress, LLC to File Additional Testimony on Grid Improvement Plans and Coal Combustion Residual Costs, which asked the Company to provide additional information regarding costs associated with closure of the Company's coal combustion residual ("CCR") basins.

First, as requested, I provide the projected annual CCR remediation costs on a plant-by-plant basis from 2019 through 2057. For each plant and year, I provide a breakdown of the costs by remediation activities, and for each plant's annual total cost, I provide an allocation to North Carolina retail based on the applicable energy factor. This information is provided to the Commission in spreadsheet form.

Next, I provide some context regarding settlement agreement the Company reached with the North Carolina Department of Environmental Quality ("NCDEQ") and a variety of special interest groups represented by the SELC on December 31, 2019 (the "Settlement Agreement"). The core underlying premise of the Agreement was that Duke Energy, "DEQ and the Community Groups agree that closing the CCR impoundments at the Allen, Belews Creek, Cliffside, Marshall, Mayo, and Roxboro Steam Stations in accord with this Agreement . . . is reasonable, prudent, in the public interest, and consistent with law."

Moreover, while the Company agreed to excavate ash as part of the Settlement Agreement, it also secured key representations from NCDEQ and the special interest groups that will allow the Company to proceed with excavation as expeditiously as possible. In particular, the Settlement Agreement secured promises for an expedited state permit approvals, which will keep projects on a rapid timeline, while at the same time reducing the total estimated cost to close the remaining basins by roughly $1.76 billion as compared to the cost to excavate

under DEQ's April 1, 2019 order. The Settlement Agreement also resolved other pending litigation brought by the special interest groups that could have resulted in an order requiring excavation.

Finally, I respond to the Commission's question regarding the Company's ability to estimate the incremental costs of excavating, rather than capping-in-place, remaining ash at the Company's designated "low-risk" CCR basins. I explain that the Company did not incur any incremental cost as a result of the Settlement Agreement with respect to the costs it is seeking to recover in the instant rate case. All of the site work included as part of this case at these sites would also be required to complete closure by excavation. I next explain that it is impossible to identify with any degree of certainty the incremental costs that the Company is likely to incur as it proceeds to excavate, rather than cap-in-place, the Company's remaining CCR basins under the favorable terms of the settlement. I also note that, even without the Settlement Agreement, the Company could have been ordered by a state or federal judge to move forward with excavation rather than cap-in-place. Notwithstanding these challenges, however, the Company has undertaken to make a comparison of the evolving cost projections for each closure methodology per the Commission's request, and that estimate is presented in my Supplemental Exhibit 3.

This concludes my summary of my supplemental testimony.

MR. MARZO: Thank you, Chair Mitchell. Ms. Bednarcik is available for cross examination.

CHAIR MITCHELL: All right. I would note, before we begin cross examination of the witness, that to the extent you need to, you -- counsel, you anticipate asking questions that will elicit confidential information, you must alert me to that, and we will leave the video conference technology and join the telephone line that has been provided to you or will be provided to you shortly. Again, I will rely on you, counsel, to alert me when we get to that point in time.

All right. With that, I believe, Public Staff, you were up first.

MS. LUHR: Thank you, Chair Mitchell. This is Nadia Luhr with the Public Staff. And I will be asking Ms. Bednarcik questions related to groundwater extraction and treatment, permanent water supplies, and equitable sharing. And my colleague, Ms. Jost, will be asking questions related to the Charah fulfillment fee, the Dan River excavation transportation costs, and the Buck beneficiation project. And it's our understanding that the Company does not object.

MR. MARZO: That's correct, Chair Mitchell.

CHAIR MITCHELL: All right. You-all may proceed.

MS. LUHR: Thanks.

CROSS EXAMINATION BY MS. LUHR:

Q. Good afternoon, Ms. Bednarcik.

A. Good afternoon.

Q. In your rebuttal testimony on pages 48 through 50, you discuss Mr. Junis' proposed disallowance for the cost of groundwater extraction and treatment at Belews Creek. I'll give you a moment to get there.

A. Ms. Luhr, can you give me the page number again, please?

Q. Yes. So I was referring to pages 48 through 50, but now I'll refer you directly to page 49.

A. I'm on page 49.

Q. Okay. So on lines 4 through 6, you state that:

"DE Carolinas would have installed extraction wells at Belews Creek in order to comply with CAMA even without the Sutton settlement agreements."

And, Ms. Bednarcik, that's because Belews

Creek had exceedances at or beyond the compliance boundary at Belews Creek; is that right?

A. That is correct.

Q. Okay. And if the Company did not have exceedances at or beyond the compliance boundary, neither CAMA nor the CCR rule would have required those extraction and treatment wells; is that right?

A. So my understanding is that it is because we had -- we had exceedances beyond the compliance boundary, that is why those extraction wells were installed.

Q. Okay. And starting on page -- we're still on page 49, on line 22 going through page 50, you state that:

"An increase in measured exceedances does not suggest an increase in groundwater contamination at Belews Creek"; is that correct?

A. Yes, that is correct.

Q. And, Ms. Bednarcik, groundwater flows over time, correct?

A. Yes. In each station, in each site, depending on geology, it flows at different rates, but relatively a slow rate, yes.

Q. Okay. So when you sample groundwater at the

same well over time, you're not just sampling the same water over and over again; is that right?

A. So it depends on when you do the sampling and the flow rate of that specific site. That is one of the reasons why you do take samples, whether it is a quarterly basis or a semiannual basis, because the geology also depends upon the seasons and what is going on in geology as a whole.

Q. Okay. So -- but, generally, would you agree that your sampling essentially constituents that are flowing through and past the wells over time?

A. I would say generally, but also that's why you put groundwater monitor wells in, to see what is in that area and whether or not the constituents are stable, because that will sometimes tell you that you have a stable plume, whether they're increasing or decreasing. And that is why you put in groundwater monitoring wells in order -- once you've done the original assessment, and you do your assessment over a long time, sometimes it's many, many years -- in order to determine really what is going on in the ground.

Q. Okay. So if you continue to conduct groundwater monitoring, you know, in those wells over a period of time and you continue to see exceedances,

would you agree that that's an indication that the contamination is continuing to spread?

A. So I would say not necessarily. It could mean that the contamination is stagnant and is not spreading; it could mean that it is spreading. So again, that is why you take multiple samples, in order to determine what is going on in the groundwater. Each site is different, each plume is different. So it could mean that it's spreading; it could mean that it's stable. That is why you're looking and evaluating, and you do not make determinations off of one groundwater monitoring event.

Q. Thank you. Now, turning to page 51 of your testimony, lines 2 through 6, you state that:

"The requirement for permanent alternative water supplies and water treatment systems exists even absent the existence of a 2L exceedance."

But, Ms. Bednarcik, doesn't the Company actually have 2L exceedances at or beyond the compliance boundary at each of its sites?

A. So, Ms. Luhr, I think the main difference is that the permanent water supply requirement in CAMA said that it did not tie the need to provide permanent water to homeowners based upon an exceedance at the

homeowner's wells. So that is the nuance related to the requirement for permanent water.

Typically -- and this is something I discussed also last week, is if we saw a plume, we saw something that was going towards a homeowner's, and it may get there sometime in the future, then, of course, we would have put that homeowner on a permanent water. But what we saw really at all of our locations in the Carolinas is that that we're covered underneath CAMA, and the provision of permanent water supply is that groundwater was not flowing towards those homeowners. Or if there were exceedances of the 2L standard at a homeowner's house, it was not attributed to coal ash constituents because of the way the groundwater was flowing.

So I think that's the key nuance, to be able to look at the permanent water provision. If you look at the words in CAMA itself, or in House Bill 630, it clearly calls out that you do not have to show that the groundwater at the homeowners' homes was impacted by coal ash constituents, that it didn't matter. That the Company would have to provide a permanent water solution to those homeowners.

Q. Understood. Would you -- would you agree

that the requirement to provide -- to provide those water supplies to those homeowners was tied to the risk of that contamination eventually reaching those water supplies?

A. So I would say that I don't know exactly why the legislature added that in. I do know that there was a lot of discussion with the Department of Health and Human Services, department of -- DEQ, Department of Environmental Quality, as to what was going on around the coal ash basins and what was a protective level. Starting in, I believe it was 2014, we did receptor studies and confirmed what we had seen prior to 2014, that groundwater was not going towards these homeowners and was not being impacted by coal ash constituents.

So when the House Bill 630 passed, and I believe it was in the 2016 time period, we already had a lot of data actually working with the state agency showing that coal ash constituents were not going towards homeowners, were not affecting homeowners' wells; but the legislature still determined that they needed to add this provision within House Bill 630. So that -- that's my -- I don't know why they did, but that's the history as I know it.

Q. And then, in your opinion -- not speculating

as to what the legislature was thinking at the time, but in your opinion, is there a risk in the future of contamination from the coal ash impoundments reaching any nearby neighboring wells?

A. No. I do not believe that there is a risk in the groundwater models we have shown that we have developed. The groundwater data that was collected both by ourselves and by DEQ has not led to an indication that we are going to have a risk related to our homeowners, or towards the homeowners surrounding our plants.

Q. And that's your contention, despite the continuing spread of contaminants from the coal ash impoundments?

A. So yes, because you have to look and see where the groundwater models are showing and how the groundwater is flowing. And Mr. Wells will be able to talk -- will probably be able to talk about this a little bit more. But our groundwater models are showing that -- the groundwater flow, where things are going. And we are doing a groundwater corrective action program. Because there is a couple of locations where we'll be pooling the groundwater back inside the compliance boundary. But there are no homeowners in

that area that are being affected adversely by groundwater. And the models are not showing that it's going to go there either.

Q. Do you know whether background levels had been established and approved by DEQ prior to the requirement to provide permanent water supplies?

A. So specifically background -- background levels at each one of the locations was being evaluated, I do know, by DEQ during the 2014/2015 time period. Background levels, I do remember during that time period, because I was the person that was actually implementing the provision of permanent water and talking to all the homeowners. So I do know in that time period there was a lot of discussion on background, a lot of working with DEQ on what was background and what was not background.

So it was something that had to come out of the agency. We were providing them a lot of data. When they actually kind of put the line in the sand and said this is background, I don't know that date. But I do know, in the 2015/2016 time period when the House Bill 630 was passed, is that background was -- I don't know if I could say 100 percent established, but I do remember very clearly talking to DEQ at that time and

understanding what is background and what the risk was to the homeowners.

Q. Okay. We can move on. On pages 53 to 55 of your rebuttal testimony, you discuss the Public Staff's equitable sharing proposal. And on page 55, specifically lines 5 through 9, you state that:

"In the 2017 rate case, neither the Public Staff nor any intervenor was able to quantify any discrete costs throughout the Company's considerable history managing CCR that was deemed to be imprudent or connected to an imprudent action."

And then you continue:

"The same is true in this case."

Are you aware that the Public Staff's recommended equitable sharing adjustment is based on General Statute 62-133(d), which does not require showing of imprudence?

A. So I do not have the exact statutes memorized as to what is in there, but I do know that equitable sharing was discussed in the last case. And when we moved forward with what was presented this time around, we did take into account what had been ruled on by the Commission in the previous case.

Q. Okay. And on page 58 of your testimony,

beginning on line 5, you state that:

"Before the CCR rule and CAMA, the Company's operation of its CCR impoundments was consistent with existing federal and state law."

Is that an accurate restatement of your testimony?

A. Yes.

Q. Isn't it true that, prior to CAMA and the CCR rule, the Company's coal ash impoundments caused exceedances of the groundwater standards at or beyond the compliance boundary?

A. Yes. But I would also say that we were working the state agencies. So it was that 2011 policy memorandum that came out from NCDEQ that shows that the Company was working with regulators trying to understand with these legacy -- with these -- not legacy, but with these past -- these operating units that were utilized and had been historic operating units, in many cases still operating units, what do we need to do in order to move forward, based upon the groundwater exceedances.

So it's a yes, we did have exceedances, but we were working with the state agencies in order to determine what are those next steps, and what are the

corrective actions that need to take place at those locations.

Q. Isn't it also true that the state's 2L rules, which have been in effect since 1979, prohibit exceedances of groundwater standards?

A. So that is my understanding of 2L, but I have been working in North Carolina with -- well, I had many, many years working on remediation sites, and where there were exceedances of 2L, what we did with those CCR sites is exactly the same that we've done with other sites.

It's not very -- although there is an exceedance, there is the, okay, this is something that's been going on based upon an operating unit, or in some cases like an underground storage tank. So what do we do? How do we move forward with figuring out what are those steps that we need to take in order to manage the risk, address the risk, and address whatever is -- whatever those next steps need to be?

So what I have seen in my history of working in the state of North Carolina on remediation sites, specifically with groundwater cleanup, is what we did in the CCR -- around our CCR ponds, this is exactly the same that we do in other areas. We see that we have an

issue. We see that we have an exceedance. We work with the regulators in order to determine what are those next steps that we need to do in order to manage -- manage the risk. First thing you want to do is, of course, manage risk to human health, and then also determine what are the appropriate steps you need to take or -- take next in order to address what is going on in the environment.

Q. But it appears, in this case, that it took approximately three decades for the Company to begin that process, if they began working DEQ around 2011; is that right?

A. So I mentioned the 2011 policy memo as a -- many years before that -- and Mr. Wells knows a lot more about the history of our groundwater compliance in the Company, so I would say that please ask him. He will be able to provide you a better, fuller picture.

But my understanding is that, starting in the -- I think it was the 1970s, 1980s, we did take groundwater samples and we provided those to states. And if there was an issue that felt -- that needed to be addressed, we addressed it.

Q. Okay. We can move on to another question in this same theme.

Isn't it true that Duke Energy Carolinas also had constructed seeps to channel coal ash wastewater into waters of the state without NPDES permits?

A. So I believe that was discussed a lot in the last case, and was addressed in the last case. Again, Mr. Wells may be able to talk a lot more about seeps. I do know that the Company did negotiate a resolution on the seeps through revised SOC permits and NPDES permits, but that would be a better question for Mr. Wells specifically on the seeps.

Q. Understood. And just one quick follow-up on that, and then I'll discuss with Mr. Wells as well.

And are you aware that General Statute 143-215.1 prohibits wastewater discharges into waters of the state without approval under an appropriate permit?

A. So again, I would state that that's a better question for Mr. Wells. He understands a lot more about the seeps, since I know that he addressed it at length in the last case.

Q. Okay. And is it still your contention, as you stated in your rebuttal testimony, that the Company's operation of its coal ash impoundments was consistent with the law?

A. Yes.

Q. And that's all I have. I believe my colleague, Ms. Jost, has some questions as well. Thank you.

CROSS EXAMINATION BY MS. JOST:

Q. Good afternoon, Ms. Bednarcik. I tried to organize my questions such that I'll get a few in before we get to confidential, but I'll certainly signal to you when I think we are going to get into some confidential information. I'd like to begin with some questions about your rebuttal testimony regarding the phase 2 excavation and transportation of coal ash at the Company's Dan River site.

Now, the contract for this work was originally awarded by the Company to Parsons Environment and Infrastructure Group, Inc.; is that correct?

A. That is correct.

Q. And Duke set the schedule that Parsons was to follow to complete the excavation at Dan River; is that right?

A. Yes. That was a schedule that was included in the contract documents.

Q. All right. I'd like to turn, at this point,

to what was premarked as Public Staff 56. The page number on the bottom of the page should be 1597. And this is the semiannual report on closure and excavation, and there's a graph and spreadsheet based on the data contained in that document at the very end. And again, that was Public Staff 56, page 1597. I'll give you a moment to get there.

MS. JOST: And, Chair Mitchell, I would request that this exhibit be marked as Public Staff Bednarcik Rebuttal Cross Exhibit 1.

CHAIR MITCHELL: All right. The document will be marked Public Staff Bednarcik Rebuttal Cross Examination Exhibit Number 1.

(Public Staff Bednarcik Rebuttal Cross Examination Exhibit Number 1 was marked for identification.)

Q. Ms. Bednarcik, have you been able to locate that document?

A. Sorry, my mute button was not working. Yes, I have it in front of me.

Q. Great. All right. If you could, please turn to the last page of that exhibit. And would you agree that on the left side of the page there, there is some data based on planned and actual tons excavated at Dan

River, and on the right side there is a line graph that's titled "Dan River Parsons excavation tracking"?

A. Yes, I see that.

Q. And would you agree that the -- when we're talking about excavating ash from an impoundment, the -- it's the ash at the top of the impoundment that is excavated first, and then the excavation would proceed down through the layers of ash to the bottom; is that your understanding?

A. Yes. You would need to remove the material on top before you moved the material on the bottom.

Q. So would you agree that the line that represents the planned cumulative excavation yards, and that's the line that's shown in red -- do you have a color copy?

A. Yes, I do.

Q. Okay. Great. So that's the line shown in red. It proceeds from June 2017 towards August 2018 on the graph. And then the slope of the line goes up representing an increase in the rate of excavation, and there's an uptick in that right around April 2018.

Would you agree that's what's reflected?

A. Yes. It does show that there's a slight increase, or an increase in the slope of the line

around April 2018.

Q. Okay. Would you agree, and this could be subject to check, that the red line is based on production rates that are set out in the contract between Duke and Parsons?

A. So the red line would typically be. What I don't know is, as we move forward, we did, of course, have to re-baseline some of our production rates. So what I don't know, as I look at this document in front of me, is if that red line was from the beginning or was -- or had been based about the re-baseline. Just by looking at it right now, I can't remember.

Q. Okay. Well, let's -- I believe it would be based on the contract, so the beginning point. And Duke, as I think we've established, was involved in formulating those production rates in connection with executing the contract; is that right?

A. So we had milestones that we included within the -- within the contract.

Q. Okay. And then the blue line represents the actual cumulative excavated yards. And that also goes up over the period that's represented on the graph. But would you agree that the rate does not increase as significantly as the red line?

A. Yes. Looking at it, is that the line looks pretty consistent after the February 2018 time period.

Q. All right. You indicated, I believe in your direct testimonies, that as excavation progresses down and lower parts of the impoundments are encountered, the ash becomes wetter; is that generally true?

A. That is generally true. But there is also, as you are moving on, that the contractor, of course, gains efficiencies as they're working on the site. They're understanding the site and moving forward. So what we typically see that, while there may be wetter ash in certain areas, that the contractor is able to address that in order to keep their production up to where it needs to be.

Q. I believe that you actually testified in your direct testimony that -- and specific to this instance, the excavation at Dan River, the ash that was encountered lower in the impoundment was actually wetter than had been anticipated. And that this caused delays because additional actions had to be taken to dry that ash out; is that right?

A. Yes. That is true, that it was wetter than had been anticipated. And we were working with the contractor in order to see what are the actions you're

going to take in order to dry out, be able to manage this ash so that you can maintain your production rates. And actually in the contract itself -- I'm going off of memory, I could pull it out if it's helpful -- but I believe it also does describe what the moisture content of the ash needs to be in order to have proper placement within the landfill. And that was called out in the contract as a requirement.

So the contractor knew going into the contract and signing it what the moisture content needed to be in order to properly place the ash in the landfill.

Q. Was it reasonable, though, for Duke to agree to an excavation schedule that called for wetter ash to be excavated at a faster rate when, as you've explained, it's more difficult to excavate wet ash?

A. So I would go back to say that we had milestones in the contract, and what the rate was is what -- working with the contractor, and if the contractor did not feel that they could meet that rate, of course, when we go out for bid, we say these are our milestones. And if they have concerns over meeting the contractual obligations within the bid, then they would, of course, be able to say that to us. And that

goes in the back and forth before a bid is awarded in order to make sure that, if we were to put something in and the contractor did not feel could be met, then they tell us things like that so that we be make sure, when we enter into the contract, it's clear what the expectations are and that the contractor believes that they can meet those expectations.

Q. All right. And we'll get into that a little bit later. But, unfortunately, at this point, I think we are going to hit some confidential information. So I believe this is the appropriate point to leave the Webex and go to the phone line.

CHAIR MITCHELL: All right. Thank you, Ms. Jost. We will leave the Webex, turn off your cameras and microphones. And those who are under confidentiality agreements with the Company may join the line at this time -- the teleconference line at this time.

(Due to the proprietary nature of the testimony found on pages 146 to 204, it was filed under seal.)

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(Testimony on the open record resumed.)

CHAIR MITCHELL: All right. For purposes of the record we have come out of confidential session. We will we will be in recess until tomorrow morning at 9:00, at which point we will join the video conference technology, we will go on the record, and then we will immediately go into confidential session to complete the line of questions by the Public Staff.

Ms. Force or Ms. Townsend, I'm not sure which one of you will have responsibilities tomorrow with the witness. My notes --

MS. TOWNSEND: It's me, Chair Mitchell.

CHAIR MITCHELL: Okay. So let's -- I'm going to ask this of you. Since we will be in confidential session with the Public Staff questions, I would ask that you prepare your questions so that we can go straight into your confidential questions tomorrow and not have to leave the session and then get back into the session if you have questions that will elicit confidential information.

MS. TOWNSEND: I am happy to report that I will not being eliciting confidential

information.

CHAIR MITCHELL: Okay. All right. And -- all right. With that, are there any additional procedural questions or issues that I need to address before we go off the record for this afternoon? Anything from Duke?

MR. ROBINSON: Nothing from Duke, Chair Mitchell.

CHAIR MITCHELL: All right. With that, we will go off the record then. We are in recess until 9:00 in the morning. Thank you very much.

(The hearing was adjourned at 4:32 p.m. and set to reconvene at 9:00 a.m. on Wednesday, September 16, 2020.)

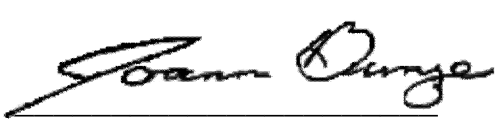
CERTIFICATE OF REPORTER

STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

I, Joann Bunze, RPR, the officer before whom the foregoing hearing was taken, do hereby certify that the witnesses whose testimony appear in the foregoing hearing were duly affirmed; that the testimony of said witnesses were taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

This the 18th day of September, 2020.



JOANN BUNZE, RPR

Notary Public #200707300112