

A P P E A R A N C E S

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P R O C E E D I N G S

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2 **COMMISSIONER EDGAR:** Okay. So we are
3 here for Special Agenda item Docket 150075-EI, and
4 before us is a motion for approval of a settlement
5 agreement. And I'm not going to look at the clock,
6 so I'm going to say it's 11:10. This is a panel
7 that is comprised of Commissioners Edgar, Brisé,
8 and Patronis.

9 Staff, are there any preliminary matters?

10 **MS. BARRERA:** No, Commissioner, staff
11 isn't aware of any.

12 **COMMISSIONER EDGAR:** Okay. Then what I'd
13 like to --

14 **MR. MOYLE:** FIPUG -- FIPUG -- FIPUG has
15 one, just one --

16 **COMMISSIONER EDGAR:** Mr. Moyle, one
17 preliminary? Okay.

18 **MR. MOYLE:** Yeah. Actually we have two
19 other things, but I think they can be handled
20 post-decision.

21 But the one preliminary thing, my
22 understanding of our proceeding today is it's a
23 non-evidentiary proceeding. It's --

24 **COMMISSIONER EDGAR:** Correct.

25 **MR. MOYLE:** Okay. I just wanted to make

1 sure we were on the same page on that.

2 **COMMISSIONER EDGAR:** We are.

3 **MR. MOYLE:** Okay. Thank you.

4 **COMMISSIONER EDGAR:** So what I'd like to
5 do then is to ask our staff to tee up the item,
6 give us a brief overview, and then I'll go to the
7 parties for comment and then to Commissioners.

8 Mr. Ballinger.

9 **MR. BALLINGER:** Good morning,
10 Commissioners. Tom Ballinger with Commission
11 staff. As you're aware, the settlement was filed
12 on July 24th in this docket, and the signatories to
13 the settlement are FPL and the Office of Public
14 Counsel. The remaining party to the proceeding,
15 FIPUG, was not a signatory to the settlement.

16 A hearing was held in this docket on the
17 merits of the case on July 28th, and discussion
18 about the settlement was not taken at that time. So
19 this is your opportunity to discuss the settlement
20 with the parties.

21 The parties were provided the opportunity,
22 though, to file briefs on the settlement itself.
23 The Office of Public Counsel and FPL filed joint
24 briefs on that, and FIPUG also filed a brief
25 addressing the settlement.

1 After the settlement was -- after the
2 briefs were filed, staff put together a summary,
3 which was distributed to your offices late last
4 week, of the settlement and highlighted certain
5 things. I'd like to just kind of walk through that
6 quickly with you now before we tee this up.

7 **COMMISSIONER EDGAR:** Please.

8 **MR. BALLINGER:** The first part of the
9 settlement is it approves as prudent the decision
10 to enter into the purchase agreement, FPL and CBAS.

11 The next bigger one of the settlement was
12 of the \$520 million of the regulatory asset,
13 85 million of that would be placed into base rates
14 and recovered through current rates for
15 approximately a year and a half until FPL's next
16 test year. What this does is it reduces the amount
17 of dollars that would flow through the capacity
18 clause per the original petition before you. It's
19 about a \$30 million reduction, if you will, through
20 the capacity clause in revenue requirements.

21 The remaining part of the asset,
22 regulatory asset would be recovered through the
23 capacity clause as proposed by FPL on its original
24 petition.

25 Another large factor in this was FPL would

1 also agree to double the liability insurance for
 2 environmental liability from \$20 million to
 3 \$40 million. Part of that part in the settlement,
 4 though, had a term where a signatory could request
 5 the Commission expand that coverage or extend it and
 6 put a term of December 31st, 2019, for the
 7 Commission to enter a final order. Staff questioned
 8 that, and the parties recognized that they cannot
 9 bind the Commission to enter an order by a specific
 10 date, and they agreed to that. So that date is out
 11 there as guidance, if you will, to avoid a lapse in
 12 coverage.

13 The next two parts of the settlement that
 14 benefit ratepayers are the original petition had all
 15 the leases and contracts reverting to FPL, and then
 16 those costs would be borne by ratepayers. In the
 17 event that subleases for things like railcars or
 18 land lease were not obtained by FPL, all the costs
 19 would go through to customers. The settlement now
 20 caps that at 50 percent of the value of the leases
 21 in the case there is no sublease. If there is a
 22 sublease, all the credits would go back to the
 23 customers.

24 One little typographical error that you
 25 had on the -- on the summary that I gave to you,

1 it's the third bullet from the bottom discussing the
2 railcar lease, and it says that the railcar lease
3 would be through the capacity recovery clause. I
4 pulled this language, a lot of this, from the
5 motion, not the actual settlement, because motions
6 tend to be written in more English and not the
7 settlements. That was a mistake actually in FPL --
8 in the motion filing it. The settlement is through
9 the fuel clause, not the capacity clause. That is
10 correct with the original petition, so just take
11 that -- and the settlement as the fuel clause. And
12 with that, I'm available for any questions, or we
13 can hear from the parties.

14 **COMMISSIONER EDGAR:** Thank you,
15 Mr. Ballinger.

16 Commissioners, before I go to the parties,
17 are there any questions for staff? No. Okay.

18 Mr. Butler.

19 **MR. BUTLER:** Thank you, Commissioner
20 Edgar.

21 Good morning, Commissioners. I'm John
22 Butler, counsel for FPL. With me are Bob Barrett,
23 FPL's Vice President of Finance, and Terry Keith,
24 FPL's Director for Cost Recovery Clauses.
25 Mr. Barrett and Mr. Keith will be available to

1 respond to any technical questions you may have
2 about the terms of the settlement agreement.

3 First, let me confirm that FPL concurs
4 with the oral modification that staff just made
5 regarding recovery of railcar lease payments. The
6 settlement agreement proposes that they be recovered
7 through the fuel clause subject to the recovery
8 limitations that he described. And I apologize for
9 any confusion that was created by the motion for
10 approval of the settlement agreement mistakenly
11 stating that those would be recovered through the
12 capacity clause. That was my error, and I apologize
13 to you for it.

14 Now let me briefly explain why FPL
15 believes that the settlement agreement is in, excuse
16 me, in the public interest and should be approved.

17 First, the settlement agreement provides a
18 fair and reasonable basis for FPL to move forward
19 with the Cedar Bay transaction, which will deliver
20 several important benefits for FPL's customers.

21 The Cedar Bay transaction will save
22 customers \$70 million on an NPV basis and
23 \$156 million nominally. It will provide fuel
24 diversity and reliability benefits from having the
25 Cedar Bay facility available for operation as

1 needed, and it will reduce air emissions as a result
2 of the facility's reduced operation and early
3 retirement.

4 Second, the settlement agreement shifts
5 part of the recovery of the Cedar Bay purchase price
6 to base rates while base rates are frozen under the
7 2012 settlement agreement that FPL is operating
8 under. As a result, the amount recovered from
9 customers under the capacity clause for 2015 and
10 2016 will be reduced by approximately \$30 million
11 compared to FPL's original proposal. In fact, under
12 the settlement agreement, FPL's customers will pay
13 about \$10-to-\$15 million less in 2015, 2016 through
14 the capacity and fuel clauses than they would if the
15 existing Cedar Bay PPA remained in place. So under
16 the settlement agreement, customers are not only
17 projected to save \$70 million NPV over the next
18 decade, they will begin to receive those savings
19 immediately.

20 Third, the settlement agreement provides
21 additional coverage limits in a longer term for the
22 environmental liability insurance that FPL will
23 maintain on the Cedar Bay facility. This will
24 provide further protection for customers against the
25 possibility of environmental liability arising out

1 of the FPL -- or of FPL owning and operating the
2 facility.

3 Fourth, the settlement agreement puts
4 limits on FPL's recovery of railcar lease and ground
5 lease payments. This will provide additional
6 protection for customers against unanticipated costs
7 under those leases after the Cedar Bay facility is
8 retired.

9 Finally, if you approve the settlement
10 agreement today, FPL will be in a position to
11 accelerate the closing for the Cedar Bay
12 transaction. Each month sooner that the transaction
13 closes means one less month of the unfavorable PPA
14 capacity payments that are currently flowing through
15 the capacity clause. So there are numerous strong
16 reasons that the settlement agreement is in the
17 public interest and should be approved.

18 There are just a couple of additional
19 points worth noting. The settlement agreement is a
20 reasonable compromise to the parties' positions on
21 the nine issues set out in the Prehearing Order for
22 resolution. FPL's and OPC's joint brief shows how
23 the terms of the settlement agreement are supported
24 by the evidence in the record from last month's
25 hearing. Approving the settlement agreement is a

1 reasonable and appropriate response to the evidence
2 that you heard in that hearing and clearly serves
3 the public interest.

4 You heard from FIPUG's counsel at the
5 hearing, and may hear again today, that FPL supposedly
6 is paying too much for the Cedar Bay interest. Unlike
7 FIPUG, FPL was actually at the table negotiating this
8 deal, and I can assure you that that is not the case.
9 FPL negotiated hard with Carlyle and got the best deal
10 we could, a deal that saves customers \$70 million NPV
11 over the next decade.

12 Due to a declining trend in natural gas
13 prices, the Cedar Bay PPA has become more valuable to
14 Carlyle at the very same time that it is becoming an
15 ever greater burden on FPL and our customers. You
16 certainly can't blame Carlyle for wanting to get paid
17 what the PPA is worth in the current market. At the
18 same time, you can't blame FPL for being willing to pay
19 the current market price for the PPA, when doing so
20 will save customers \$70 million. In fact, from an
21 incentive standpoint, FPL and other utilities should be
22 encouraged to seek out opportunities to save customers
23 money no matter what market conditions exist when those
24 opportunities arise. Approving the settlement
25 agreement today will send the right signals to provide

1 that incentive. Thank you.

2 **COMMISSIONER EDGAR:** Thank you.

3 OPC.

4 **MR. TRUITT:** Madam Chair, Commissioners,
5 John Truitt and Charles Rehwinkel from the Office
6 of Public Counsel.

7 First, we'd like to thank you for setting
8 a Special Agenda to consider the settlement
9 agreement. And I'd also like to say this case was
10 unusual in that non-parties were involved, and we'd
11 like to thank all involved for the cooperation
12 throughout the docket.

13 We agree with many of FPL's comments, and
14 we'd just like to say briefly that after conducting
15 voluminous discovery, including depositions of
16 non-parties, we're convinced this settlement is the
17 best resolution for this case and in the public
18 interest. The settlement is reasonable for all
19 parties, creates customer savings, includes
20 additional protections for customers, and avoids the
21 long-term costs of the PPA. For these reasons, we
22 believe the settlement is in the public interest,
23 and we respectfully request the Commission approve
24 the agreement. Thank you.

25 **COMMISSIONER EDGAR:** Thank you.

1 Mr. Moyle.

2 **MR. MOYLE:** Thank you, Madam Chair. And
3 I guess we have as much time as we think we need.
4 I'll -- you didn't put a time limit on our
5 comments; right?

6 **COMMISSIONER EDGAR:** I did not.

7 **MR. MOYLE:** Okay. I won't abuse it,
8 but --

9 **COMMISSIONER EDGAR:** I'm counting on
10 that.

11 **MR. MOYLE:** -- it avoids me having to
12 keep a clock.

13 So for the record, Jon Moyle. I represent
14 the Florida Industrial Power Users Group. And
15 Mr. Butler was right on some of his comments. FIPUG
16 was not at the negotiating table, and FIPUG has not
17 signed on, you know, to the settlement agreement in
18 large part because we don't think that it is a good
19 deal for our members and for the ratepayers at
20 large. And I appreciate the clarification there's
21 no evidence coming in today. Your staff basically
22 took a document, the settlement agreement, that I
23 don't even think is in the record, I don't think
24 it's evidence that's been filed, but there's no new
25 evidence, so the record we're traveling under is the

1 record that was adduced at your evidentiary hearing
2 where witnesses were sworn under oath and we had the
3 evidentiary hearing. I appreciate you conducting
4 that, and we were able to, you know, to develop some
5 points.

6 We filed a post-hearing brief. I don't
7 know if you all have been able to see the
8 post-hearing brief because it was filed in a
9 redacted basis. But I think, you know, looking at
10 that in terms of the key evidence that we believe
11 suggests this is not a good deal is quite important.
12 And I'll go over that, but I won't verbalize the
13 numbers because we still are not settled on -- on a
14 confidentiality point.

15 But the facts in the record that FIPUG
16 suggest make this not a good deal for the ratepayers
17 are the following. This is a 20-plus-year-old coal
18 plant. It's not a brand new coal plant. It has age
19 on it. It's been located between the -- right on
20 the St. Johns River, with the Atlantic Ocean being
21 close by. We all know in Florida what an
22 environment near the salt or the fresh water can do
23 to a facility. It's an old coal plant.

24 There are a lot of federal regulations
25 that are -- that are out there, and you heard some

1 testimony on that. Recently the Clean Power Plan
2 was announced and released, and coal plants are not
3 something that a lot of people are saying, yeah, we
4 need to site new coals plants, build new coal
5 plants. In fact, a lot of coal plants are being
6 closed around the country. And -- and so, you know,
7 Cedar Bay, you heard the facts on it, but I think
8 you also are aware, based on filings that have been
9 made, you know, that Duke has a coal plant that
10 they're closing. I think Gulf has a coal plant that
11 they're closing. Natural gas is what people are
12 building. So, you know, coal is not in vogue, I
13 guess, is -- is the point.

14 The idea, you know, given that it's, you
15 know, an old coal plant, given that coal is not --
16 not doing well and a lot of coal plants are closing,
17 and given that this facility is located on a site
18 that there was no debate about the site has some
19 existing environmental issues, we don't think that
20 it makes a lot of sense to go and pay \$520.5 million
21 for this asset, and we don't think it makes sense
22 for a lot of reasons.

23 In our brief, we said there was a mountain
24 of evidence that suggested FPL was -- was paying too
25 much, was paying an inflated price for this. And

1 briefly to review that, that included expert
2 testimony from FIPUG's witness Mike Lane, who said
3 that the price being paid was -- was inflated or
4 overstated; that included testimony from the Office
5 of Public Counsel's expert witness, who said in his
6 judgment no more than 370 million should be paid for
7 this asset; it included evidence from the very same
8 person who FPL put before you and he raised his
9 right hand and said, yeah, I think this price is
10 okay. He -- he said that after the deal had been
11 struck and his document coincidentally matched up
12 with the -- with the purchase price. But it's the
13 same gentleman, Mr. Herr, who two years before was
14 tasked to look at the value of the PPA. And he
15 did -- he did it for Cogentrix or Carlyle, looked at
16 it, and he came in with a sum of money that the PPA
17 was worth that was materially and significantly
18 lower than -- than the 520.

19 Another piece of evidence that FIPUG
20 brought out during the hearing and pointed to in its
21 brief is what Goldman Sachs sold the asset for.

22 **COMMISSIONER EDGAR:** Mr. Moyle, I have
23 indulged, as I said I would, but I do believe that
24 we have heard your summary of the testimony, and
25 all three of us were there to actually hear the

1 testimony, so if you would speak to the motion that
2 is before us.

3 **MR. MOYLE:** Okay. Well, I guess
4 Mr. Butler, in making his -- and I was just done
5 with that. That was the other point I was going to
6 make. But, you know, Mr. Butler, in making his
7 summary, didn't -- didn't bring up the purchase
8 price. He said, well, we're going to have a little
9 more insurance and, you know, a few things. He
10 didn't say, oh, and we've reduced the purchase
11 price by any amount. I mean, what the purchase
12 price does, it's still the 520.5. There was no
13 reduction in that. And FIPUG has suggested, as you
14 all did when you were considering a settlement
15 where FIPUG did sign and OPC did not sign, you all
16 looked at that settlement and said we think that
17 there's some additional monies in savings for
18 ratepayers, and I think it was 27 or 28 million
19 that you all saved ratepayers in your role as the
20 regulators when that settlement agreement was
21 before you, and would suggest that it might be
22 appropriate for you to look at this and suggest,
23 given the evidence that I've referenced to you,
24 that there are some additional savings that FPL
25 overpaid for -- for this asset.

1 Let me comment briefly. FPL has said
2 70 million, they're going to save ratepayers
3 70 million. You know, that's based on projections.
4 And we all, we all know that projections may be
5 right, they may be wrong. Recently we've seen
6 they're wrong. So I think Mr. Butler said they will
7 save. I think he should have said they may save.

8 And Mr. Butler said FIPUG may bring up the
9 point that FPL overpaid for this asset. That should
10 have been a will, because FPL did pay -- overpay for
11 this asset. It's too much. The ratepayers should
12 not be saddled with this inflated price. And we
13 would ask that you direct the parties to go back and
14 reduce the price to a more reasonable sum consistent
15 with the evidence that we've talked about here today
16 and recited in our brief. So thank you for the
17 opportunity to present our argument to you.

18 **CHAIRMAN GRAHAM:** Thank you, Mr. Moyle.

19 Commissioners, as you're aware, you've
20 heard from staff to present the item, you've heard
21 from the parties at hearing. What is before us is
22 whether the filed settlement agreement is in the
23 public interest. So my suggestion/request is that
24 we take approximately ten minutes to consider the
25 arguments that we've heard, and then we'll come

1 back, have the opportunity to ask questions, if any,
2 or make comments, and then be ready and in a posture
3 for decision.

4 So with that, we are on break until 11:45
5 by the clock on the wall. Thank you.

6 (Recess.)

7 Okay. We are back on the record. And
8 when we took a slight break to consider the
9 arguments that had been presented to us, I said that
10 we would come back to Commissioners for questions or
11 discussion. So, Commissioners, are there questions
12 for the staff or for the parties?

13 Commissioner Patronis.

14 **MR. PATTON:** I just have a quick question
15 for one of the parties. Thank you, Madam Chairman.

16 To Mr. Moyle, I'm kind of trying to follow
17 the train of logic. In your opinion, did FP&L have
18 a bad negotiator? What -- what -- what was -- in
19 your opinion?

20 **MR. MOYLE:** In my opinion, yes. You
21 know, you can look at -- you can look at
22 something -- so -- so I think there was a reason
23 why I asked a question about, when the witness was
24 up there, about was he familiar with the -- with
25 the AARP discount at hotels. And I don't think

1 that they negotiated strongly. I don't -- you
2 know, they admitted they didn't have an incentive
3 to negotiate strongly because they make more money
4 paying a higher price as compared to a lower price.
5 They get a return on the amount that they pay, so,
6 you know, 520 is better than 420.

7 So, you know, it's my belief, and I think
8 we make the point clearly -- again, I'm at a little
9 disadvantage with respect to not being able to, you
10 know, point to exact numbers, but I don't think when
11 you look at how it played out, FPL -- the history on
12 this is that, you know, FPL contacted them and said,
13 hey, are you guys interested in doing a deal?
14 Usually when somebody -- if I call you and say,
15 Mr. Patronis, can I -- I like your car. Can I, you
16 know, talk to you about it? And you may say, yeah,
17 well, make me an offer. I mean, that's not how
18 it -- how it worked. FPL called them up. The next
19 thing you knew, you got a letter back from, you
20 know, from the other side saying, you know,
21 here's -- here's what we'll take for it. And then
22 you saw that number. It's confidential. But then,
23 you know, the delta -- delta and magnitude from
24 where they ended up was, in my judgment, not
25 particularly significant.

1 **COMMISSIONER EDGAR:** Commissioner Brisé.

2 **MR. BUTLER:** I'm sorry. Commissioner
3 Edgar?

4 **COMMISSIONER EDGAR:** Sir.

5 **MR. BUTLER:** May I respond to what
6 Mr. Moyle said, because it's kind of offensive?

7 **COMMISSIONER EDGAR:** You may respond
8 because Commissioner Brisé has given you the floor,
9 but not because of your description of the
10 comments, so --

11 **MR. BUTLER:** Thank you.

12 **COMMISSIONER EDGAR:** You're welcome.

13 **MR. BUTLER:** I just would like to respond
14 that, one, there is not a shred of evidence that
15 Mr. Moyle can point to of anything other than
16 active, vigorous negotiations by FPL in the record
17 for this case. So he's simply stating his opinion
18 in that regard.

19 Number two, this company has a long
20 history, and it's evidenced with this particular
21 deal, of actively looking for the best opportunities
22 to save customers money. That's the incentive that
23 was here. And we entered into a transaction that
24 does -- I will agree with Mr. Moyle, it's projected
25 to save money, but it's projected over a wide range

1 of conditions to save customers money. We didn't
2 have to do this. There's nothing that was, you
3 know, naturally causing the agreement to expire or
4 otherwise come up for renegotiation, so we looked
5 for an opportunity to save customers money. We got
6 the best deal we could. If we could have gotten it
7 cheaper, we would have wanted to get it cheaper.

8 But, as I said in my initial comments, you
9 know, the very reasons that we wanted to do this
10 deal, which is the current environment of fairly low
11 gas prices make paying these very high capacity
12 payments and then not really anymore benefiting all
13 that much from the energy charge side of the
14 equation, we really wanted to do the deal and save
15 customers money. By the same token, that makes it a
16 pretty good asset to, you know, Carlyle and
17 Cogentrix, and so they weren't especially inclined
18 to want to sell it. But we were able to reach terms
19 that were favorable to customers and that, you know,
20 allowed us to be able to bring some customer savings
21 to the table. Thank you.

22 **COMMISSIONER EDGAR:** Thank you,
23 Mr. Butler. And as was made clear at the very
24 beginning of discussion on the item before us, this
25 is not evidentiary, and Mr. Moyle certainly was

1 expressing his opinion and, I presume, that of his
2 client.

3 Commissioner Brisé.

4 **COMMISSIONER BRISÉ:** Thank you, Madam
5 Chair.

6 Are there any other factors, and this
7 question is really to OPC, outside of the numbers
8 that make this deal a good deal for consumers when
9 we think about energy overall in the State of
10 Florida?

11 **MR. TRUITT:** Well, Commissioner, as you
12 stated, first, the PPA is obviously the most
13 expensive option in everything in this. So
14 that's -- that's the number argument.

15 But, again, some of our other concerns
16 have a particular environmental bent, so that's the
17 environmental protection policy. I think that's
18 going to help out any -- mitigate any possible risk
19 there.

20 But then in terms of the other choices,
21 when you look at these numbers in this plant, and I
22 know there's been arguments with the Clean Power
23 Plan and such, when you look at the glide path and
24 you look at the Clean Power Plan, and that'll be in
25 the second interim in the rates, it's going to be

1 running, I honestly think, at this midpoint in time,
2 and customers are going to be on the hook for those
3 enormous capacity payments, if I can borrow a word
4 from FPL. That really is the main driver. This is
5 the most efficient way to get out of it.

6 And to go to Mr. Moyle's point that some
7 of the risks that may come in, that's why I'm saying
8 with the most efficient way to get out, to get rid
9 of those risks, that's why we can stand behind this
10 wholeheartedly.

11 **COMMISSIONER BRISÉ:** Thank you.

12 **COMMISSIONER EDGAR:** Thank you.

13 Commissioners, any further questions at
14 this point? No.

15 Staff, any additional comment in light of
16 the discussion that we've had?

17 **MR. BALLINGER:** No, ma'am.

18 **COMMISSIONER EDGAR:** Okay. So, again,
19 Commissioners, the item that is before us is a
20 request for approval of the proposed settlement
21 agreement, which, if approved, would be a
22 comprehensive resolution of all of the issues that
23 are in the docket of which we have had hearing. So
24 is there discussion? Is there a motion?

25 **COMMISSIONER BRISÉ:** Madam Chair, I would

1 like to move that we approve the settlement as
2 described before us today.

3 **COMMISSIONER PATRONIS:** Second.

4 **COMMISSIONER EDGAR:** There is a motion;
5 there is a second. Seeing no further discussion,
6 all in favor, say aye.

7 (Vote taken.)

8 No opposed. The settlement agreement is
9 approved. Thank you to our staff, thank you for --
10 to the parties, and we are adjourned.

11 **MR. MOYLE:** I had a couple of --

12 **COMMISSIONER EDGAR:** Oh, I'm so sorry. I
13 apologize. Yes, Mr. Moyle, you did say that at the
14 very beginning. Scratch the "we are adjourned."

15 **MR. MOYLE:** Okay. This has been an
16 unusual case.

17 **COMMISSIONER EDGAR:** Agreed.

18 **MR. MOYLE:** There are certain pending
19 matters related to confidentiality, and I wanted to
20 make sure we were going to get rulings on those,
21 those pending matters.

22 **COMMISSIONER EDGAR:** Are those before the
23 Prehearing Officer at this point or to staff?

24 **MS. BARRERA:** Staff is in the middle of
25 assessing the confidentiality and making our draft

1 orders, which are recommendations to the Prehearing
2 Officer. Given the complexity of the number of
3 confidentiality requests we got, and some of them
4 were withdrawn later, and we have -- we're in the
5 process of identifying also documents that can be
6 returned and such. So there will be rulings on
7 confidentiality requests, you know, forthcoming.

8 **COMMISSIONER EDGAR:** Okay. Thank you.

9 **MR. MOYLE:** So --

10 **COMMISSIONER EDGAR:** And, of course,
11 Mr. Moyle, you recognize that -- that we need to be
12 very careful and want to make sure that it's
13 handled appropriately and sensitively, which does
14 take time. But, yes, that is process, and
15 decisions will be forthcoming.

16 **MR. MOYLE:** Okay. Good. And then I had
17 one other matter, if I could -- if I could bring
18 up.

19 **COMMISSIONER EDGAR:** You may.

20 **MR. MOYLE:** And it's related to
21 confidentiality, but it might help if I just pass
22 out the transcript of the last evidentiary hearing
23 to --

24 **COMMISSIONER EDGAR:** Well, before you
25 pass something out, please -- please describe to me

1 what it is you are bringing before us.

2 **MR. MOYLE:** Okay. We -- we were -- at
3 the hearing we were in, I think, a bit of a
4 discussion as it related to a pending question to a
5 witness, and I was saying, well, I ought to be able
6 to ask this question, you know, I'm asking him, you
7 know, this, and I was arguing why I should be able
8 to ask him. And I think it was Mr. Wright -- there
9 were some objections that took place. I think
10 ultimately you said, okay, move on, go on to
11 something else, which I did. Mr. Wright moved to
12 strike a comment that I made. You said, hold on,
13 I'll take that under advisement. Mr. Wright
14 brought it up again and said, we'd like to move to
15 strike the comment that Moyle made. You said, I
16 want to talk to my lawyers about it.

17 **COMMISSIONER EDGAR:** Uh-huh.

18 **MR. MOYLE:** At the end of the hearing, he
19 brought it up again, and you said, I've talked to
20 my lawyers, you know. He did not go over the line,
21 or words to that effect, and you said, the motion
22 to strike is -- is denied.

23 **COMMISSIONER EDGAR:** Uh-huh.

24 **MR. MOYLE:** The record will stay as it
25 is. And I'm not citing from the transcript.

1 **MS. HELTON:** Madam Chairman, I'm not sure
2 how this is related to the settlement for which
3 this Special Agenda has been noticed. There has
4 been a request for confidential treatment filed
5 that deals with this issue, and it seems to me that
6 it's appropriately right now before the Prehearing
7 Officer.

8 **MR. MOYLE:** Well, let me -- let me, if I
9 could, you had said, we will leave the record as it
10 is. When the transcript was printed,
11 notwithstanding your direction to leave the record
12 as it is, it got printed with this blackout in
13 there, the redaction of the very comment that was
14 at issue. So, you know, you heard it, you made a
15 ruling, but then your ruling was not followed in
16 the transcript. So I wanted to bring that to your
17 attention, since you were the judge presiding over
18 this, and ask you to, you know, reaffirm your --
19 your ruling.

20 **COMMISSIONER EDGAR:** Okay.

21 **MR. MOYLE:** Because it's not -- what you
22 ruled isn't what happened.

23 **COMMISSIONER EDGAR:** Mr. Moyle, this is
24 the first that that has been brought to my
25 attention, or at least that concern, and, of

1 course, some portions of this proceeding are
2 currently before the Prehearing Officer. I
3 appreciate you bringing it to my attention, to our
4 attention while we are all here on the record. And
5 what I will do is review the information that you
6 have stated, I will get with staff, and we will
7 take all appropriate steps to make sure that the
8 record is accurate.

9 **MR. MOYLE:** Okay. That would be great.
10 I appreciate it. Could I just, you know, just so
11 we have a complete record, hand out the portions of
12 the transcript that I just referenced?

13 **COMMISSIONER EDGAR:** Share it with the
14 parties, share it with staff, if you have
15 information. However, I've said we will take care
16 of it. We will take care of it.

17 **MR. MOYLE:** Okay.

18 **COMMISSIONER EDGAR:** Thank you. Any
19 other matters?

20 **MR. MOYLE:** I'll give it to the clerk to
21 -- thank you.

22 **COMMISSIONER EDGAR:** Thank you. And, of
23 course, the clerk, of course.

24 **MS. BARRERA:** Madam Chairman, we just
25 want to make sure that the following dates that

1 were set previously, you know, for the briefs and
2 such are now hereby canceled.

3 **COMMISSIONER EDGAR:** Those are moot.

4 **MS. BARRERA:** Thank you.

5 **COMMISSIONER EDGAR:** All right. Any
6 other matters?

7 All right. Now we are adjourned.

8 (Special Agenda adjourned at 11:58 a.m.)

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1 STATE OF FLORIDA)
2 : CERTIFICATE OF REPORTER
3 COUNTY OF LEON)

4 I, LINDA BOLES, CRR, RPR, Official Commission
5 Reporter, do hereby certify that the foregoing
6 proceeding was heard at the time and place herein
7 stated.

8 IT IS FURTHER CERTIFIED that I
9 stenographically reported the said proceedings; that the
10 same has been transcribed under my direct supervision;
11 and that this transcript constitutes a true
12 transcription of my notes of said proceedings.

13 I FURTHER CERTIFY that I am not a relative,
14 employee, attorney or counsel of any of the parties, nor
15 am I a relative or employee of any of the parties'
16 attorney or counsel connected with the action, nor am I
17 financially interested in the action.

18 DATED THIS 28th day of August, 2015.

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