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January 10, 2020

VIA HAND DELIVERY

Mr. Adam Teitzman
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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COMMISSION
CLERK

Re: Docket No. 20190061-EI **REDACTED**

Dear Mr. Teitzman:

I enclose for filing in the above docket Florida Power & Light Company's ("FPL's") Request for Confidential Classification of Information Provided in the Deposition Transcript of William F. Brannen. The request includes Exhibits A, B (two copies), C and D.

Exhibit A consists of Competitive Development Information confidential documents, and all the information that FPL asserts is entitled to confidential treatment has been highlighted. Exhibit B is an edited version of Exhibit A, in which the information FPL asserts is confidential has been redacted. Exhibit C is a justification table in support of FPL's Request for Confidential Classification. Exhibit D contains a declaration in support of FPL's request.

Please contact me if you or your Staff has any questions regarding this filing.

- COM _____
- AFD _____
- APA _____
- ECO _____
- ENG 1 Ex B
- GCL _____
- IDM _____
- CLK _____

Sincerely,

Maria J. Moncada

Enclosure

cc: Counsel for Parties of Record (w/ copy of FPL's Request for Confidential Classification)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of FPL Solar
Together Program and Tariff, by Florida Power
& Light Company

Docket No: 20190061-EI

Date: January 10, 2019

**FLORIDA POWER & LIGHT COMPANY'S REQUEST FOR
CONFIDENTIAL CLASSIFICATION
OF INFORMATION PROVIDED IN THE DEPOSITION TRANSCRIPT OF
WILLIAM F. BRANNEN**

Pursuant to Section 366.093, Florida Statutes ("Section 366.093"), and Rule 25-22.006, Florida Administrative Code, Florida Power & Light Company ("FPL") hereby requests confidential classification of certain Competitive Development Information provided in the Deposition Transcript of William F. Brannen (collectively, the "Confidential Documents"). In support of this Request, FPL states as follows:

1. FPL filed and served its Notice of Intent to Request Confidential Classification (the Notice), indicating FPL's intent to seek confidential treatment of those portions of the Brannen Transcript deemed confidential by FPL, identified by the Commission as Document No. 0072-2020. The Notice was filed January 6, 2020, and is identified as Commission Document No. 0071-2020. In the Notice, FPL stated that it would file its Request for Confidential Classification (RFCC") specifying those portions of the deposition transcript which FPL asserts is entitled to confidential treatment within 21 days, as provided by Rule 25-22.006, Florida Administrative Code.

2. The following exhibits are attached to and made a part of this Request:

- a. Exhibit A consists of the Confidential Documents on which all information that FPL asserts is entitled to confidential treatment is highlighted.

- b. Exhibit B consists of an edited version of the Confidential Documents on which all information that FPL asserts is entitled to confidential treatment is redacted.
- c. Exhibit C is a table that identifies the information highlighted in Exhibit A and references the specific statutory basis for the claim of confidentiality and identifies the Declarant who supports the requested classification.
- d. Exhibit D consists of the declaration of William F. Brannen in support of this Request.

3. FPL submits that the highlighted information in Exhibit A are documents or materials that FPL has reviewed and which are asserted by FPL to be proprietary confidential business information constitute trade secrets and contractual data, the disclosure of which would impair FPL's competitive business or that of the entity providing the proposals. Specifically, the material consists of contractual terms related to developing utility scale solar generation projects or purchasing solar energy from the same. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

4. As described in the Exhibit D declarations, certain information in these documents proprietary confidential business information constitutes bids or other contractual data, the disclosure of which would impair the efforts of FPL to contract for such facilities and/or energy at favorable terms. This information is protected by Section 366.093(3)(d), Fla. Stat.

5. Also, the documents or material contain trade secrets, the disclosure of which would impair FPL's competitive business. This information is protected by Section 366.093(3)(a), Fla. Stat.

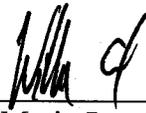
6. Upon a finding by the Commission that the information contained in the Confidential Documents is proprietary and confidential business information, the information

should not be declassified for at least eighteen (18) month period and should be returned to FPL as soon as it is no longer necessary for the Commission to conduct its business. See § 366.093(4), Fla. Stat.

WHEREFORE, for the above and foregoing reasons, as more fully set forth in the supporting materials, Florida Power & Light Company respectfully requests that its Request for Confidential Classification be granted.

Respectfully submitted this 10th day of January 2020.

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By:  for Maria Jose Moncada
Maria Jose Moncada
Florida Bar No. 0773301

CERTIFICATE OF SERVICE
Docket No. 20190061-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished
by electronic service on this 10th day of January 2020 to the following:

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Maria J. Moncada
Florida Bar No. 0773301

EXHIBIT B

REDACTED

In re: Petition for approval of FPL SolarTogether Program

Deposition of:

William Brannen

December 17, 2019

PHIPPS REPORTING

Raising the Bar!

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 20190061-EI
NOVEMBER 20, 2019

IN RE: Petition for approval of FPL SolarTogether
program and tariff, by Florida Power & Light Company.

DEPOSITION OF WILLIAM F. BRANNEN

December 17, 2019
9:05 a.m. - 5:10 p.m.

Florida Power & Light
700 Universe Boulevard
Juno Beach, Florida 33408

Stenographically Reported By:
Barbara J. Shandell, RPR, FPR
Notary Public, State of Florida

1 APPEARANCES:

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Achyut Shrestha
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Todd Crosby
Michelle Vega

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1 Deposition taken before
2 Barbara J. Shandell, Registered Professional Reporter
3 and Notary Public in and for the State of Florida at
4 Large, in the above cause.

5 - - -
6 THE STENOGRAPHER: Would you please
7 raise your right hand.

8 Do you solemnly swear that the
9 testimony you are about to give will be
10 the truth, the whole truth and nothing but
11 the truth?

12 THE WITNESS: I do.

13 Thereupon,

14 WILLIAM F. BRANNEN,
15 having been first duly sworn or affirmed, was examined
16 and testified as follows:

17 DIRECT EXAMINATION

18 BY MR. REHWINKEL:

19 Q. Good morning, Mr. Brannen. I don't
20 believe we met. I appreciate your being available. I
21 know you've got a busy workload and I appreciate you
22 being here today.

23 My name is Charles Rehwinkel with the
24 Office of Public Counsel, and I would ask you to state
25 your name for the record.

1 A. Okay. My name is William F. Brannen.

2 Q. By whom are you employed?

3 A. I'm employed by NextEra Energy Resources,
4 LLC.

5 Q. And your business address is?

6 A. 700 Universe Boulevard, Juno Beach,
7 Florida, 33408.

8 Q. Did you receive the notice of deposition
9 for today?

10 A. Yes, I did.

11 MR. REHWINKEL: Will or Maria, I
12 would ask if you have a clean copy of
13 that, if you could provide it to the court
14 reporter and we can make that exhibit
15 Deposition Exhibit 1.

16 (Exhibit 1, Notice of Deposition, was
17 marked for identification.)

18 Would that be acceptable?

19 MS. MONCADA: Ready, Charles.

20 MR. REHWINKEL: Okay.

21 DIRECT EXAMINATION

22 BY MR. REHWINKEL:

23 Q. Mr. Brannen, would you please tell me what
24 your job title is.

25 A. Yes, I am the senior director for project

1 engineering and due diligence.

2 Q. Is that a position that is unique in the
3 sense there's only one of them in NEER?

4 A. I can't state with 100 percent certainty
5 that I hold the only such job title, but within the
6 organization responsible for engineering and
7 construction, I am the only one with the title and the
8 function that I perform.

9 Q. And just for the record, NEER is -- what
10 is NEER parent company?

11 A. NextEra Energy, Inc.

12 Q. And can you tell me what the relationship
13 in the corporate organization NEER has to FPL?

14 A. They are the two largest operating
15 organizations under the NextEra Energy, Inc. umbrella.

16 Q. Would it be fair to say they are a sister
17 company?

18 A. Yes.

19 Q. Can you tell me who you report to in NEER?

20 A. I report to Ron Reagan, vice-president of
21 engineering and construction, and he is not a NEER
22 employee.

23 Q. Is he an FPL employee?

24 A. I believe so.

25 Q. Who are your direct reports?

1 A. The way that we're organized, I don't have
2 any direct reports. I pull team members from other
3 parts of the engineering and construction group as
4 well as the integrated supply chain group as work ebbs
5 and flows.

6 Q. Okay. So these employees that you pull to
7 form teams, are they employees of strictly NEER or FPL
8 or both?

9 A. The answer to that is, it depends when
10 working on an FPL project, the vast majority of the
11 employees that we would -- that we would pull onto the
12 team are FPL employees, but there are certain
13 circumstances where due to skill sets or knowledge or
14 experience base, we would leverage on a short-term
15 basis a team member from NEER primarily, NextEra
16 Energy Resources primarily.

17 Q. That portion of your answer was as to the
18 FPL project?

19 A. Yes.

20 Q. So if you were doing a NEER project, what
21 would your answer be? Would you bring FPL and NEER
22 employees, would it be sort of the same thing, but
23 weighted the other way, where it would be primarily
24 NEER or ad hoc FPL?

25 A. Of course it depends on the facts and

1 circumstances associated with whatever work is being
2 done, but generally I would say that it would be the
3 opposite weighting, that the vast majority of the
4 employees would be NextEra Energy Resource employees
5 and we may or may not need to leverage somebody from
6 FPL.

7 Q. Can you help me understand how a NEER
8 employee directly reports to an FPL employee?

9 A. I can try.

10 Q. Okay.

11 A. So there are certain department's
12 organizations within the NextEra Energy, Inc. umbrella
13 that are considered shared resources for an efficiency
14 standpoint. It includes the integrated supply chain
15 team, the engineering and construction organization,
16 the operating organization known as the power
17 generation division, and a few other organizations.

18 They are integrated organizations where we
19 have -- we can have employees from one company that
20 have a direct reporting relationship to a supervisor
21 manager or vice-president in another organization.

22 For example, in the past, I've had direct
23 reports from both organizations reporting to me, and
24 I've in the past reported to somebody from FPL, one
25 had been a NextEra Engineering employee.

1 A. It's done as a matter of overall
2 efficiency to the advantage of both FPL and NextEra so
3 we don't have to duplicate resources, specialized
4 resources and underutilize them in each individual
5 company. Does that help?

6 MR. REHWINKLE: Yes. I appreciate
7 that. It gives me a visual picture of
8 what you're describing.

9 BY MR. REHWINKLE:

10 Q. So in that visual picture that I've got, I
11 may be wrong, so let me ask you about how I perceive
12 it, is that you view FPL/NextEra, or I should say
13 NextEra Energy, Inc., NEE. When we say NEE, I'm
14 talking about the parent. When I say NEER, I'm
15 talking about the company you work for and FPL is the
16 other sister. Those are two -- those are -- the vast
17 majority of NEE is those two entities; is that right?

18 A. That's a fair statement.

19 Q. So when I think of this concept, and you
20 work in the engineering and construction segment of
21 this shared resource; is that right?

22 A. That's correct.

23 Q. So engineering and construction is a
24 shared resource within NextEra Energy that pulls from
25 FPL and NEER; is that fair?

1 A. Yes.

2 Q. And it also serves NextEra and NEER needs
3 as circumstances require; is that fair?

4 A. Yes.

5 Q. So are there any principals that would say
6 that whether the engineering and construction shared
7 resource is working on an FPL project or a NEER
8 project, the obligations to optimize or maximize the
9 benefits of -- or accomplished without regard to which
10 entity it is; do you understand my question?

11 A. I believe so. I think you're -- let me
12 repeat what I think you asked, and you can tell me
13 whether I did or not. I think you're asking when
14 performing engineering construction activities, we do
15 so to provide the optimal outcome, whether it be cost
16 or performance or schedule, independent of and without
17 regard to which company the work is being performed
18 for.

19 Q. That's exactly what I was asking, you said
20 it better.

21 A. Thank you.

22 Q. So with that premise, would your answer be
23 yes?

24 A. I would say that we have an obligation
25 when we're working on an FPL project, to get the best

1 optimal outcome on behalf of the customers of FPL.
2 That is an obligation that we have when we are working
3 on an FPL project. Obviously when we're working on a
4 NEER project, we're trying to maximize the outcome of
5 that project as well.

6 Q. Okay. And that would be for the
7 shareholders, right?

8 A. Yes.

9 MS. MONCADA: Object to the form;
10 he said more than one.

11 MR. REHWINKEL: Yes, the maximizing
12 the outcome on the NEER side, the
13 beneficiary of that maximization would, by
14 definition, be the shareholders; is that
15 right?

16 MR. BRANNEN: I think -- and I
17 don't want to overthink the response to
18 the question, but yes, the shareholders
19 would be included in that group, but there
20 would be other stakeholders that would
21 have an interest in it as well. So it's
22 the way that we in engineering
23 construction look at it is that we're
24 trying to maximize the value, minimize the
25 execution risk, and maximize the chances

1 for successive project regardless of who
2 the stakeholders are at the end.

3 BY MR. REHWINKEL:

4 Q. I understand that. I would appreciate if
5 you did not have a basis to give me an answer that you
6 were comfortable with on this question, but I'm going
7 to ask it anyway, given that you are in this shared
8 resource information, do you have any visibility into
9 or awareness of how time, cost of the organizations
10 are allocated, charged or otherwise visited upon the
11 entity that benefit from the resource?

12 A. I have a general understanding of the
13 process, I think that's what you're asking.

14 Q. Yes. So if you could give me that, that
15 would be a good start.

16 A. Okay. So groups or individuals that are
17 in departments that are shared resources are required
18 and instructed to record their time and charge them to
19 the individual projects or work orders or whatever the
20 appropriate accounting function is charged --
21 recording charge time based on the time being spent,
22 and I know, for example, that when a NextEra Energy
23 Resources employee is working on an FPL employee, it
24 is charged at the actual salary of the employee plus a
25 loader to cover actual cost related to that employee,

1 such as office and other pro rata benefits and so
2 forth, and the opposite is true when an FPL employee
3 is working on a non-FPL project.

4 Q. So in your case, you and Mr. Reagan,
5 you're NEER and he's FPL, if you guys work on a
6 project, let's just -- this is hypothetical, let's say
7 you work on a solar farm in Missouri, and I don't know
8 if that could happen or not, but -- and you spent 30
9 percent of a four-month period in an intense part of
10 the project and he spends 40 percent of his time in
11 that same intense time period, you would allocate for
12 those days 30 percent of your time and he would
13 allocate 40 percent of his time to that project, or
14 since it would be assumably a NEER project, you
15 wouldn't allocate any time, but he would or charge it?

16 A. So let me clarify one point, Mr. Reagan is
17 a corporate officer, a vice-president, so he does not
18 charge his time directly to projects, and I'm not the
19 expert on how his time gets allocated. So he would
20 not be direct charging any projects, but to the extent
21 that I work on a project, we have to record our time
22 on a bi-weekly basis. We fill out time sheets every
23 two weeks. We have made available to us a list of the
24 work orders for all the work that's being performed by
25 the engineering and construction and integrated supply

1 chain organizations, and on a bi-weekly basis
2 Mr. Reagan will review my time sheet to validate that
3 the time charges are appropriate. So, to your
4 example, if I spent 30 percent of my time on a project
5 in -- did you say Missouri?

6 Q. Yes.

7 A. -- then, yes, during the period of time
8 I'm working, I am required to record the hours that I
9 work, and if in the course of the day I spent two
10 hours each on four different projects, then I would
11 record it that way.

12 Q. Okay. So theoretically at the end of
13 this -- at every two-week period, you account for 100
14 percent of your time of being charged to each, ratably
15 charged to each of the projects that you are directly
16 working on?

17 A. That is correct.

18 Q. So putting Mr. Reagan aside, if you had a
19 co-worker who wasn't FPL because of his expertise or
20 special experience working on that same Missouri
21 project, he would essentially do the same thing if he
22 was in that shared resource area?

23 A. That is correct.

24 Q. Okay.

25 A. Between questions, would it be possible to

1 go back and clarify some information I provided
2 earlier?

3 Q. Yes. I always want you to do that. If
4 this conversation reveals that to you, I would hope
5 you would do that.

6 A. Okay. I realized, first of all, you asked
7 about the relationship between FPL and NEER under the
8 NEE parent, and there was an interrogatory, it was
9 Staff's third request for production of documents,
10 Request Number 18, and there is an organization chart
11 there that shows my chain up to the chairman of NEE
12 and then some of the other witnesses. And in looking
13 at that, it reminded me that Mr. Reagan is not an FPL
14 employee, I think I said I wasn't 100 percent sure.
15 He's actually a NEE employee.

16 Q. I appreciate that because he testified in
17 a docket earlier this year on behalf of FPL, and I
18 guess I didn't pay attention to exactly who he worked
19 for.

20 A. Yes, he did, and I heard how much he
21 enjoyed it.

22 Q. Everyone ought to be given that
23 opportunity, too. Mr. Deitz and Mr. Boyd can attest
24 to that. I appreciate the clarification.

25 Let's talk for a minute -- first of all,

1 let's look at your job title. I was kind of intrigued
2 by -- I kind of understand having been around the --
3 observed your business for a utility business for
4 years, I kind of understand project engineering and I
5 know what due diligence means, but I've never seen
6 that in someone's title.

7 Can you kind of tell me what you do as
8 senior director for project engineering and due
9 diligence?

10 A. At a high level in another organization,
11 my title might be more along the lines as something
12 like director of business development for engineering
13 and construction, but essentially I'm responsible at
14 the very front end of projects, of managing the
15 development and implementation of technology
16 selection, engineering and execution strategies for
17 primarily our Universal Solar and distributed
18 generation projects for both NextEra Energy Resources
19 and FPL, to make sure that the projects meet or exceed
20 a reliability in performance requirements while
21 maintaining reasonable costs.

22 I'm a bit of a bridge between the business
23 result that FPL or NextEra Energy Resources are
24 looking for, and the engineering technical and
25 procurement skills that our teams bring to the table.

1 Q. So you have an engineering degree from
2 UNH?

3 A. Yes.

4 Q. And an MBA from Nova Southeastern, so is
5 that sort of -- you put the two of those together and
6 that's how you are that bridge?

7 A. That in addition to the experience that
8 I've had over the years. I've been fortunate enough
9 to spend a couple of years in about every aspect of
10 the business, both on the regulated side of the
11 company and FPL, and on the NextEra Energy Resource
12 side to work in everything from engineering, building
13 plants, operating plants. I've worked in the
14 generation dispatch organization, transmission
15 operations, a very, very short stint on the trading
16 floor over the years. I've been involved in
17 negotiating large supply agreements and EPC or
18 construction services agreements, and I've also been
19 on the receiving end of those, having to implement
20 them. I've been involved in any number of very large
21 procurement activity.

22 So the qualifications that I have or the
23 reason I'm able to fulfill this role is really the
24 summation of my educational background and the close
25 to 41 years of experience that I have.

1 Q. I appreciate that. I wasn't suggesting it
2 was limited to your education, that was a helpful
3 answer you gave, but your education sort of lies in
4 both sides of that, both bank to that river that
5 you're bridging, right?

6 A. That's correct.

7 Q. What is the concept of due diligence
8 there? Can you tell me why that's in the title and
9 how you understand you're supposed to discharge those
10 responsibilities?

11 A. Yes. Essentially every time we're
12 presented with an opportunity, whether it's within FPL
13 or NextEra, part of the due diligence or review of the
14 opportunity is to assess the opportunities and the
15 risks associated with pursuing the opportunities and
16 put together an overall plan to make sure that we
17 identify and vet the risk and leverage the
18 opportunities to assure that we're not putting the
19 company or in the case of FPL, ultimately the
20 customers of FPL, in a position where they could end
21 up with a project that doesn't meet or exceed
22 expectations, that something doesn't go right.

23 Q. I kind of have my eye on page 2 of your
24 direct testimony, and looking at the section that's on
25 lines 9 through 18, you probably have that close by.

1 A. Yes, you're talking about, I managed the
2 development and implementation?

3 Q. Yes, sir.

4 A. Yes, I have it.

5 Q. So I wanted to spend a little bit of time
6 in going through this. The reference on 10 through 12
7 is for -- Well, I'll just read the sentence that
8 starts on nine. "I manage the development and
9 implementation of engineering, technology selection,
10 and execution strategy for Universal Solar and
11 distributed generation projects or NextEra Energy,
12 Inc., the parent of Florida Power & Light Company, FPL
13 and NEER; did I get that right?

14 A. You did.

15 Q. So when I first read this, I thought,
16 well, he has this responsibility for all of the
17 universal solar distributed generation projects that
18 NEER performed in Florida and elsewhere, would that be
19 an incorrect assumption on my part?

20 A. That would not be an incorrect assumption,
21 meaning it's a correct assumption.

22 Q. Undoubtedly there are hundreds, if not --
23 well, hundreds and hundreds of employees in NEER or in
24 NEE, that touch these projects, but for the -- what
25 you describe on 9 and 10, you have primary

1 responsibility within NEE to do those tasks for all of
2 the solar development projects that NEE does?

3 A. That's correct.

4 Q. So if I go down to 12 through 16, it says,
5 "I am responsible for coordinating the activities of
6 project team member to optimize the value of project
7 by leveraging technology advances, market dynamics and
8 supplier relationship during the early stage due
9 diligence, permitting, engineering and execution
10 phases of these projects."

11 Did I get that right?

12 A. Yes.

13 Q. So tell me about what is meant by
14 leveraging technology advances, what did you mean by
15 that in your testimony?

16 A. I can provide an example that may be
17 helpful.

18 Q. Good.

19 A. So let's talk about PV panels or solar
20 modules, whichever term you prefer.

21 Q. Can I stop you right there?

22 A. Yes.

23 Q. When you say solar panels and you say
24 solar modules, are you using the terms
25 interchangeably?

1 A. Yes. Which is one of the reasons I wanted
2 to lay it out. I sometimes forget. If there's a term
3 you prefer to relate to them, but some people call it
4 the panel, I'll try and use that.

5 Q. I want you to use the terminology that is
6 standard for you and just make sure you describe what
7 that component is so there's no confusion.

8 A. Okay. So the example I'm going to use is
9 solar panels, and by leveraging technology advances, a
10 big part of my job has been understanding who the
11 qualified suppliers of those panels are, what the
12 current state of their product is, and try and divide
13 or forecast over time advances that they're going to
14 make that will result in either improved performance,
15 which would either be what's called the power rating
16 or sunlight conversion efficiency, or the energy
17 production of the panels, and also trying to forecast
18 what the cost of the panels may be in the future,
19 since if we see that somebody, one of the suppliers is
20 in a position to produce a better product, we want to
21 be first in line to get that product.

22 So part of the leveraging and technology
23 advances would be first identifying where there's a
24 high likelihood that there will be a meaningful
25 advance in the technology of a piece of equipment, or

1 the technology associated with construction techniques
2 and then finding a way to be an early adopter to the
3 benefit of whoever the end customers are; for example,
4 the customers of Florida Power & Light Company.

5 Does that example help?

6 Q. Yes. And I would expect that given your
7 overall responsibilities on the subject matter, what
8 you just described is a major element of what you mean
9 there, even though it is an example; is that right?

10 A. That is, and it's not limited to just
11 solar modules. We do the same things with the other
12 major building blocks of solar plants, such as
13 inverters, and we also do the same thing looking at
14 construction methods and techniques to search out and
15 forecast, or even in some cases we've had the
16 opportunity to be a major driver for the industry to
17 adopt new and improved ways of building a product.

18 Going back to the solar panel example for
19 a minute, we weren't the only ones, but we were a key
20 player back in 2015 of getting major solar panel
21 manufacturers to adopt a standard of 1,500 volts from
22 1,000 volts operating voltage for solar panels, which
23 reduces cost and other components in the solar plant
24 and leads to an overall lower cost of the projects
25 that we work on.

1 Q. Your mention of 2015 reminds me to ask you
2 this, which is how long have you been in this specific
3 job function?

4 A. I started doing this with respect to solar
5 in particular in late 2007 or early 2008.

6 Q. Okay.

7 A. Prior to that --

8 Q. Go ahead.

9 A. I was just going to say prior to that, I
10 was focusing primarily on combined cycle combustion
11 turbine products and other generation technologies.

12 Q. How long has this shared resource concept
13 been in place between NEER and FPL within the NEE
14 organization.

15 A. I don't recall exactly when it started,
16 but it's -- that maybe somebody knows better than I
17 do, at least into the mid or late 1990s we were
18 sharing resources.

19 Q. How long have you reported to Mr. Reagan?

20 A. Mr. Reagan assumed his current position
21 just about a year ago. I reported to that position,
22 though, since 2005.

23 Q. Who was his predecessor?

24 A. His predecessor was an individual named
25 Thomas Broad. I believe he held that role for four,

1 four and a half years.

2 Q. Thank you. That was a little sidestep.

3 Let's go back to your testimony on line
4 14, market dynamics.

5 Can you tell me what you do in that area?

6 A. It's really part of the forecasting
7 technology advances and that is, we spend a good deal
8 of time talking with various suppliers and
9 contractors, evaluating third -- independent
10 third-party organizations such as Green Tech Media or
11 Lazard or Bloomberg to get sort of engineering news
12 record, to get an assessment of what, for example,
13 overall level of construction is forecast in the next
14 three or four years.

15 We look at potential supply and demand
16 constraints such as the possibility of import tariffs
17 that might affect the costs of some of the underlining
18 commodities. It's essentially an economic exercise to
19 try and understand what supply and demand dynamics may
20 impact our expectations of pricing and delivery
21 schedules.

22 MS. MONCADA: Charles, this is a
23 Maria. I think the answers he's been
24 given are probably generic enough, but I
25 just want to caution the witness that if

1 you feel like any of this is proprietary
2 to NEER's process. I know we work very
3 hard to get good pricing and be on top of
4 things, so if you feel at any point you're
5 giving away part of the secret sauce, let
6 us know.

7 A. I think that this is a function that many
8 organizations try and perform. The secret sauce is in
9 how well you do it or don't do it. I think anything
10 that's been generic should be fine.

11 MR. REHWINKEL: I'm very happy with
12 you keeping your answers as generic as
13 possible, and if I need explication, we
14 can take this into the closed session, if
15 you will, but I appreciate Maria's
16 caution, but it's your call on how much
17 you're willing to say at this point.

18 A. Understood, thank you.

19 Q. And this next area, I'm going to ask you
20 about supplier relationship. This is one you probably
21 want to stay at a high level on, but I do want to ask
22 you if you can generically tell me what that means.

23 A. Yes. Generically, it has been FPL's
24 practice and NextEra Energy, Inc.'s practice to engage
25 with suppliers and contractors that have a proven and

1 established track record on their ability to provide
2 high quality products or services, that are strong
3 financially and have a good delivery record, good
4 safety record, among other things.

5 So we spend a good deal of time trying to
6 identify the major players in these areas that I'm
7 talking about, and we'll go so far as to establish
8 relationships at my level, but also at the senior
9 executive level to share general outlooks on what
10 would be possible one year from now, two years from
11 now, and also try and identify those areas that we
12 think would be valuable if they could change something
13 and do it differently.

14 So it's those ongoing probably quarterly
15 contacts at my level and likely at least once a year
16 at higher levels to those touch points that would
17 establish that relationship.

18 Q. Do you have any opinion or visibility into
19 NEE, as an overall organization, where they stand in
20 terms of how they rank as far as being a PV or solar
21 panel customer in the United States?

22 MS. MONCADA: Do you mean in terms
23 of volume?

24 Q. Yes, number of panels.

25 MS. MONCADA: If you allow me just

1 a minute, maybe I can cut back into your
2 question. I think it's a matter of public
3 record that NextEra Energy Resources is
4 the largest renewable generator in North
5 America, if not the world right now, that
6 I don't know --

7 BY MR. REHWINKEL:

8 Q. I think I heard that.

9 A. I don't know whether the corporation or
10 NextEra Energy Resources has -- buys more modules than
11 any other single entity in North America, but based on
12 the volume FPL and NextEra Energy Resource have been
13 building over the last couple of years, I think we
14 rank among the top. I do know that in 2015, we
15 executed to what we believe is the first long-term
16 multi-year solar panel supply agreement for delivery
17 of one and a half gigawatts over a 15 or 16-month
18 period, which we understand was the largest single
19 agreement in the world at that point. That's a little
20 difficult to substantiate because we don't know, China
21 might have had some internal agreements that don't get
22 reported, but at least what was reported, I would say
23 that we've been among the leaders or in that group is
24 probably the best answer I can give you.

25 Q. That's what I was looking for. It was my

1 perception that if NEER was up there, you just add FPL
2 to that, it only makes number one more number one; is
3 that fair?

4 A. Yes. I think it's mutually beneficial to
5 both organizations because over the years there have
6 been ebbs and flows where there are certain years
7 where the FPL demand might be a little bit higher than
8 the NextEra Energy Resource demand and vice versa.

9 Q. Well, I would save any specifics about
10 this element of -- for the later session, but when I
11 saw the word leveraging and I saw the prior
12 relationships, what came to mind is that if you're not
13 number one, you're really close to being number one,
14 in terms of customer of the solar panel suppliers that
15 serve North America, if not the world. So obviously
16 you leverage that role in terms of what kind of
17 pricing you negotiate in terms of price and other
18 contractual terms, including, like you said, the
19 duration of the contract; is that fair?

20 A. That's fair.

21 Q. Is that part of what you do?

22 A. Yes, with a little help from my friends.

23 Q. And that's the ISC people?

24 A. It's actually a cross-functional group.

25 We have some ISC people on it, but there are other

1 people in the engineering construction organization
2 that also help out, particularly when it comes to
3 technology evaluations. And we also get help from
4 representatives from the power generation division to
5 assess ongoing operational, O & M type features about
6 the projects we may be looking at, so yes.

7 Q. And earlier when you were answering sort
8 of these three broad categories that sit on on line
9 14, technology advances, market dynamics and supplier
10 relationship.

11 You have the ultimate responsibility
12 within this organization, but I would assume that
13 there are many, many people who are tasked with doing
14 certain analysis and watching the market and staying
15 in touch with suppliers and all that. I mean, you
16 can't do all of that; is that right? I mean you,
17 Mr. Brannen?

18 A. That is correct. We develop an overall
19 program and then we assign day-to-day
20 responsibilities, basically divide and conquer. So
21 certain individuals have certain responsibilities with
22 certain suppliers or contractors, and if something is
23 worthy of note, that gets bundled up.

24 Q. Before I get any further into your
25 testimony, I've asked this for other witnesses, I'll

1 just ask you, did you file testimony on July 29th and
2 September 23rd, I think?

3 A. Two sets of testimony, direct and
4 rebuttal, right?

5 Q. That's correct.

6 And do you have any changes or corrections
7 to that you identified as of today to that testimony
8 or any exhibits you have?

9 A. I believe that there is one correction to
10 an exhibit that you may have talked about yesterday
11 that I should address.

12 Q. If you want to do that now, I'd be happy
13 to hear it, although I probably have questions that
14 will lead you into that, but let's go ahead and get
15 it.

16 A. I believe it's a discovery response, so we
17 may want to address it later.

18 Q. Okay. I suspect -- go ahead.

19 A. I was going to say those are the only
20 corrections that I'm aware of right now.

21 Q. Okay. Is it related to a number or a
22 proper name, a business name?

23 A. Both.

24 Q. We'll save that for an executive session?

25 A. Thank you.

1 Q. Now that we've gotten the correction of
2 Mr. Reagan on the record, are there any -- this may be
3 kind of a moot question, but do you have any dotted
4 line responsibilities to report to anyone inside of
5 FPL, or does it just not work that way?

6 A. It just does not work that way. There are
7 no dotted line relationships.

8 Q. You report to Mr. Reagan, but essentially
9 is a shared resource, you go where the wind blows you,
10 and I don't mean that in a cavalier fashion, it's
11 whatever the most urgent needs or the projects that
12 are priorities, you work on those regardless of which
13 side of the fence it's on?

14 A. That's correct. And one of Mr. Reagan's
15 responsibilities is to touch base with the leaders of
16 the groups that I would be supporting to make sure
17 that they're getting from me what they need.

18 Q. I have some questions I can delete because
19 I had sort of not understood exactly how you
20 functioned in the organization, so we can save a
21 little time there. I'm going to skip -- let's go --
22 well, let me -- I want to go through your testimony a
23 little bit more. I'm still on your direct, and if I
24 could take you to page 3, lines 1 through 14.

25 You kind of list a significant number of

1 megawatts of solar projects that you say you have
2 experience, I guess, working on; is that right?

3 A. That's correct.

4 Q. Are there any solar projects that NextEra
5 has done in 2005 that are -- that you didn't work on?

6 A. I don't believe so. I think I've got the
7 opportunity to work on all of them.

8 Q. If we can go to page four, the 17
9 universal solar centers, totalling approximately 1153
10 megawatts AC, alternating current. It's actually a
11 subscript AC. It's capital AC, but it's subscript.

12 Is this to date all of the in-service
13 solar that FPL has built?

14 A. It is. If you refer to -- I believe it's
15 Exhibit 1 to the testimony. There is a list.

16 MR. REHWINKEL: Let's go to
17 page five --

18 MS. MONCADA: Charles, can I make a
19 clarification? I don't want to interrupt
20 your flow for accuracy. I don't know that
21 at the time that we filed this testimony,
22 the last set of subjects were in-service,
23 or were they. I just want to make sure.

24 A. Yes, they were.

25 MS. MONCADA: They were in service.

1 Thank you for the interruption.

2 MR. REHWINKEL: I had the same
3 thought, but I assumed if I was wrong,
4 he'll correct me.

5 MS. MONCADA: I'll assume that next
6 time, too.

7 BY MR. REHWINKEL:

8 Q. As of today, this is your megawatts in
9 service, right?

10 A. That is correct.

11 Q. When is the next solar universal -- what
12 do we call it -- the next center, when is the next
13 center going to go online?

14 A. If I recall correctly, I believe it's
15 before January 31st of 2020.

16 Q. Will that be a SoBra or a SolarTogether
17 facility?

18 A. This will be a SolarTogether facility.

19 Q. So this would be projects 1 through 3, or
20 1 through 6, or I mean facilities, projects 1 and 2?

21 A. So it would be -- I believe SolarTogether
22 project -- what we're calling SolarTogether projects 1
23 and 2, which is comprised of three sites each.

24 Q. So all of those, it's your intent that
25 they be in-service by the end of January or you would

1 expect liquidated damages, assuming it wasn't your
2 fault that they didn't go in?

3 A. Yes, and just give me a second. I am
4 double-checking and that is correct.

5 Q. When were the 2020 SoBra projects go in?

6 A. I believe those -- I don't recall exactly.
7 I believe it's prior to the end of March of 2020.

8 Q. Okay.

9 A. But I may not have that 100 percent.

10 Q. You state in here that on line 12 and 13,
11 that the 20 FPL Florida Together Centers are
12 geographically disbursed throughout FPL Service
13 territory; is that right?

14 A. That's correct.

15 Q. Can you tell me why they're geographically
16 disbursed? Are there engineering reasons or are there
17 other reasons that are also taken into consideration?

18 A. There are several reasons and/or benefits
19 that accrue out of that. One of the primary reasons
20 is to -- without storage, a solar generating facility
21 is not necessarily dispatchable resources. It's
22 dependent on light for fuel, and sunlight can be
23 variable. The geographic diversity provides higher
24 level of availability for the overall fleet of solar
25 plants because it's unlikely they would be impacted by

1 the same weather event or variability and solar
2 radiance, vis-a-vis the fuel at the same time.

3 So from a grid operation standpoint, it
4 adds a level of predictability, less variability that
5 you're not going to lose huge chunks of generation all
6 at one time because of a thunderstorm, for example.
7 There's also -- and that's the primary reason, but
8 there's also the secondary benefit is that it helps
9 provide a benefit to many local communities rather
10 than just one local community when you're developing
11 and constructing a plant because you're helping
12 stimulate the local economies. Those are the two
13 primary reasons.

14 Q. Would it be fair to say that some of the
15 SolarTogether facilities are grouped in geographic
16 proximity to existing or plan SoBRA centers?

17 A. Yes, it would. One of the challenges that
18 we've had is that it's hard to provide perfect
19 diversity. So there are cases where there are
20 approximate sites.

21 Q. Can you give me your understanding, if you
22 have one, about why these facilities are sized at 74.5
23 megawatts, approximately?

24 A. There's a -- my understanding is that
25 there's a couple of reasons. One is by sizing it at

1 four and a half, 74 and a half megawatts, AC, excuse
2 me, alternating current. We're not subject to the
3 Power Plant Citing Act, which allows for a more
4 expedient and predictable permitting because it's done
5 at the local level and really maximizes local
6 involvement and local improvement -- local acceptance,
7 I'm sorry, and at the same time based on our
8 experience, we're still able at an individual site
9 basis to accrue economies and scale from a
10 construction execution perspective, because there's
11 been a number of evaluations that have been done over
12 the years that show that once you get to about 50
13 megawatts on an AC basis, you're at the point --
14 you're approaching the point of diminishing returns
15 for any incremental size. The cost benefit curve gets
16 fairly flat at that point. It puts us in a position
17 to have our cake and eat it, too.

18 I was going to say, there's some secondary
19 benefits. Florida presents some unique challenges as
20 far as citing solar facilities that you don't
21 necessarily experience in say the western part of the
22 U.S., and that is, we don't have large tracts of land
23 available. A solar facility of 74 and a half
24 megawatts requires about between five to 700 acres,
25 depending on the technology and how much usable space

1 there is on the site that isn't taken up by wetlands
2 or easements or other restrictions for construction,
3 and it's challenging to find parcels generally that
4 are larger than that when we're out looking for land.
5 It's not impossible, but it's a little more
6 challenging.

7 So it's a fit to about a section of land.
8 So there's a -- there's that practical aspect of it as
9 well, but it's not the overriding factor. It's just a
10 convenient coincidence.

11 Q. Okay. Has FPL identified a per acre price
12 that you're -- above which you're unwilling to pay for
13 land that you would use in a universal solar center?

14 A. I'm not in a position to answer that
15 question. I don't know the answer to that. The land
16 acquisition is something that's done before I get
17 involved.

18 Q. But everything else sits on the site, all
19 the access panels and modules, inverters, the stands,
20 everything, that's all -- you kind of understand that
21 part of the business?

22 A. I do.

23 Q. You monitor the EP --

24 A. I do.

25 Q. Go ahead.

1 A. I was going to say, by the time that the
2 engineering construction and ISC team get involved, if
3 we had any involvement in the land procurement, which
4 would be orchestrated by witness Valle's team, and our
5 real estate team. Any role that we would play would
6 be more screening for feasibility. I could be wrong,
7 but I don't know if we've ever really been involved in
8 a deeper level than that at that particular stage.

9 Q. Okay. I was asking sort of from the
10 standpoint it seems like you got a good handle on the
11 labor and other things. I know they can vary by site,
12 but you probably know a good range of what it's going
13 to cost apart from the land. So the land is sort of
14 like the only thing that could vary widely, not that
15 it's a major component, but it is a signature piece of
16 the universal center; is that right?

17 A. That is correct. And if it's helpful for
18 your purposes, there were a series of interrogatories,
19 Staff's first set, I think it was number 4 through
20 number 23, that provided the costs for each of the 19
21 of 20 sites that were purchased.

22 Q. Yes. I looked at some of the more
23 sensitive documents in that realm and I just was kind
24 of trying to understand, but I appreciate that.

25 Let me ask you to go back to that 50

1 megawatt diminishing returns point you were making.
2 Are you saying if you get above that, it becomes a
3 diminishing return or below it? I didn't understand.

4 A. Above it. So there are curves that have
5 been published in the industry and we've monitored
6 ourselves where you look at the cost per installed KW
7 for a 10-megawatt plant, 20 megawatt plant, so on and
8 so forth. It's a curve that flattens out the larger
9 the project gets.

10 So when you get to about 50 megawatts,
11 there's very little incremental benefit that you're
12 going to get by going larger. So the message that I
13 was trying to communicate was that limiting the size
14 to 74 and a half megawatts does not mean that we're
15 giving away any incremental value from the customer's
16 perspective.

17 Q. You wouldn't, for example, in the state
18 other than Florida shy away from size in a project at
19 100 megawatts, if that's what sort of the numbers bore
20 out; is that right?

21 A. Depending on the facts and circumstances,
22 even in other states there could be limits similar to
23 what I described here or for other reasons.

24 Q. Is it safe to say FPL and NextEra has not
25 built a project in Florida greater than 74.5

1 megawatts? When I say project, I mean an individual
2 facility.

3 A. We've constructed no individual centers
4 larger than 74 and a half.

5 Q. In other states have you, without getting
6 into the specifics?

7 A. I think I can say we're not giving
8 anything away because this would be a matter of public
9 record. In other states we have constructed
10 facilities, and I'm going to eliminate what I would
11 consider to be distributed generation projects because
12 they're much smaller, but from a universal solar
13 prospective, we built projects as small as five
14 megawatts and as large as 550 megawatts on a single
15 site. I don't know what the average is because
16 it's -- but it's probably less than 100.

17 Q. I may have some specific questions as we
18 get into the other session along those lines.

19 You may have answered this in some of this
20 group of answers you've given, but is there an
21 engineering reason to size the project at 74.5 or is
22 it in Florida the PPSA the primary driver?

23 A. The only engineering or construction
24 reason of trying to keep the projects the same size
25 and it is a reason, but not -- it's not the final say,

1 is that we do accrue some benefits from a
2 standardization perspective, since it makes it much
3 more beneficial to get transformers that are
4 essentially the same size to -- that the contractors
5 have their construction techniques built around that
6 size. They know how to staff it that size. Again, if
7 you went to a larger project, it could put some
8 pressure on the local labor force, so there are some
9 considerations from an engineering construction
10 perspective, but they're not overarching. The primary
11 reason would be the power plant site again.

12 Q. Okay. So what you're saying is that you
13 have a well-proven -- I'm going to say cookie cutter,
14 and I'm not trying to minimize what you do, but you've
15 got a process that you're very familiar with, you're
16 sort of -- your work systems are set up to manage it,
17 understand it, based on the 74.5, so that's the way
18 you're going to do them in Florida because it makes
19 sense for your business model?

20 A. For lack of a better term, it's a sweet
21 spot for a lot of different reasons, in Florida and --
22 So, yes, and, by the way, I would have taken it as a
23 compliment if we could actually get to cookie cutter
24 because that would have meant that we really pushed
25 our standardization of processes to the point that it

1 could be an automatic.

2 Q. But that is something that you're trying
3 to do, is to standardize as much as possible so you
4 can know your business even better?

5 A. Yes, to a point. It's not
6 standardizations for standardization's sake, but a
7 standardization to accrue some benefit. And if
8 something were fundamentally changed, that would
9 indicate that that wasn't the optimal model, then we
10 would obviously make a change if it was ultimately
11 going to benefit the customers of FPL.

12 Q. Okay. So let's go to page 6. And, by the
13 way, I have to caution the witness and others if we've
14 gone to a point where you need a break, you need to
15 tell me. I don't really -- my awareness is not great
16 in that regard?

17 MS. MONCADA: I worked with Bill on
18 many cases and he doesn't take breaks
19 either. I have to force him to.

20 A. I lose track of time.

21 Q. I'll expect someone to speak up and we'll
22 break, but meanwhile, on page 6, line 15 through 22,
23 you talk about there was a high demand for PV panels
24 in the U.S. market during the series of panels would
25 need to be delivered to SolarTogether site. Major

1 suppliers have sold out of panels with conversion
2 efficiency similar to those secured for the 2020 SoBRA
3 project during the required delivery windows; did I
4 read that right?

5 A. You did.

6 Q. Can you tell me as much as you can on the
7 record here in this session about what happened there?

8 A. Yes. Let me just think about it for a
9 second.

10 Q. If this is better to talk about later, we
11 can do that then.

12 A. It may be. I think I'm not overly
13 concerned, but I just don't know. Rather than
14 inadvertently blurt something out I shouldn't; that
15 might be a safer path.

16 Q. I'm going to probably ask you about
17 certain vendors and we can fold this question into
18 that. Tell me on page 7, if you will, what you mean
19 about individual's site characteristics on line three
20 and four in Florida.

21 A. Yes, and I don't think -- this is
22 well-known in the industry, so this is not something I
23 consider to be confidential. There are several
24 considerations that one would evaluate in making a
25 determination as whether to go with a fixed tilt

1 support configuration or a tracker. And is it fair to
2 me before I go there, and I don't want to get too
3 lecturing about it.

4 Q. But you understand the difference and
5 different outcomes of a tracker versus a fixed tilt
6 support for a PV plant?

7 A. Yes, I've been educated on that by some
8 witnesses in the past.

9 Q. Okay. Then starting from that point, the
10 considerations are, first of all, the solar radiance.
11 It changes over time, depending on costs of
12 construction, cost of labor, cost of other components,
13 but the available solar radiance typically is a driver
14 that would be in favor of using trackers because
15 you'll get for a lower installed direct current
16 capacity, you would get more megawatt hours, more
17 production out of the facility with tracker versus
18 fixed tilt support.

19 However, the ground coverage ratio, which
20 is basically, if you were looking straight down on the
21 plant, how much of the available area would be covered
22 by modules is lower -- I sometimes get this backwards,
23 so forgive me; in other words, with a tracker you have
24 to spread things out more so that as the PV panels
25 rotate from east in the morning to west in the

1 evening, that they're not shading the row down sun of
2 them.

3 So you need more space for a tracker.
4 Fixed tilt supports you can install more densely, but
5 in order to get the same or similar production, you
6 have to install more DC capacity.

7 So there's a series of interim evaluations
8 that one would go through to determine whether you
9 would use fixed tilt or trackers, and the reference to
10 individual site characteristics has to do with a few
11 things, but at the end of the day, it's how much
12 buildable area is there on a particular site.

13 There are some parcels of property that
14 have more areas that you can't build because there may
15 be wetlands or easements or setbacks or archaeological
16 setbacks or environmentally sensitive areas, and you
17 may be -- it may be more economical from the
18 perspective of the FPL customer to not install a
19 tracker and installed fix tilt at a higher DC/AC
20 ratio. So that's how the site characteristics plays
21 in. Hopefully that was clear.

22 Q. That answered my question.

23 In that regard, is whether it's fixed tilt
24 or tracker, does it matter about the characteristics
25 of the actual PV portion of the solar panel itself?

1 A. No, the PV -- I can't think of this -- Let
2 me start again. The PV panel is indifferent to
3 whether it's on a tracker or a fixed tilt support.

4 Q. Okay.

5 A. The thing that would be -- the thing that
6 would be different would be the attachment hardware.
7 I'm not aware of any supplier's module that couldn't
8 accommodate either.

9 Q. That was where I was trying to understand
10 is, are there any fixed tilt supports, if you will,
11 whatever the term is, that cannot accommodate a
12 certain type of PV panel that you would otherwise use,
13 but for that, and you're saying that you're not aware
14 that that makes a difference when you procure panel A
15 versus panel B from supplier A versus supplier B?

16 A. Not from a technology standpoint. The
17 only thing we do evaluate would be -- I mentioned that
18 the attachment hardware would be different and
19 different modules, for example, have different weights
20 and they might be different, and there is a category
21 of modules that has a different physical size and
22 shape.

23 So we would evaluate the impact of that to
24 what we call the balance of system or the installation
25 cost, because some of the hardware takes a little

1 longer to put on, but other than that, the module
2 itself is indifferent.

3 Q. Let's turn over to page 8.

4 You mentioned that 19 of the 20 sites are
5 being purchased and one is being leased, the land; is
6 that right?

7 A. That's correct.

8 Q. I think I know which one is the lease, and
9 I don't need to talk about that. It may be a matter
10 of public record, I don't know, but is it FPL's
11 position that it's preferable to own the land under
12 universal solar center versus leasing it?

13 A. I'm not 100 percent certain I know the
14 answer to that question, but what the corporate
15 preference is, and I can look. I do believe that may
16 or may not -- I think it was addressed in one of the
17 interrogatory responses. I'm not in a position -- I
18 can't answer that question.

19 Q. Does NEER, when they build universal
20 solar, are they more likely to buy or lease the land
21 for their project, if you know?

22 A. I'm aware that NEER has done both. I
23 don't know what the percentages are. I know that a
24 number of the sites, projects over the years has been
25 on purchased property, and I do know that some of the

1 larger NEER facilities are on very long-term leases
2 from the Federal Government, the Bureau of Land
3 Management.

4 Q. Am I correct in assuming that the lease,
5 the one lease that is in the plan for SolarTogether,
6 that would be the only one out of all the 1153, plus
7 the first quarter, 2020 solar that is on leased
8 property versus FPL-owned property?

9 A. To the best of my recollection, I believe
10 that's the case.

11 Q. Let's go to page 10 please.

12 A. Okay.

13 Q. If you can, from a high level view, look
14 in on lines 11 through 20. Can you just describe to
15 me how the weather there was a bifurcation in the
16 procurement between the scope of the EPC contract and
17 the PV panel or the module procurement?

18 MS. MONCADA: Object to the form.

19 Charles, you called it a what, a
20 bifurcation?

21 MR. REHWINKEL: Yes. Were they all
22 done as one or were they split up?

23 MS. MONCADA: Were they separate
24 RFP's, is that what you're asking?

25 MR. REHWINKEL: Yes.

1 MS. MONCADA: Thank you.

2 BY MR. REHWINKEL:

3 Q. Let me withdraw that question for now and
4 ask this: You worked on projects around the country,
5 maybe even around the world, right --

6 A. Yes.

7 Q. -- for NEER.

8 Are there times where you would do an EPC
9 where you would get everything? EPC means engineering
10 procurement and construction contract, right?

11 A. That's correct.

12 Q. Are there EPC contracts that you do that
13 are primarily ENC and not much procurement, meaning
14 that the bulk of the equipment is supplied by NEER, or
15 are they all generally done the same way?

16 I guess what I'm trying to get at is, do
17 you do any EPCs that are -- the bulk of the
18 procurement is done by the EPC contractor?

19 A. If you stay very generic, it's just
20 easier.

21 Q. Very generic.

22 A. Let me put it this way, we have -- when I
23 say we in this case, I mean both NEER and FPL have in
24 the past a long, long time ago, used what I would call
25 full scope EPC agreements where the EPC contractor

1 does everything.

2 That has been the exception rather than
3 the rule since -- well, in FPL since 2010 and '11, and
4 NEER might have done one a bit more recently than
5 that. The practice in both organizations has been for
6 the respective companies to bring the major equipment
7 being primarily the solar panels. The power
8 conversion units, which are basically the inverters
9 that convert DC electricity to AC electricity, plus
10 the mean voltage transformer that's part of the skid,
11 and the main transformers.

12 The EPCs are responsible for securing
13 either the fixed tilt supports or the trackers and the
14 cable and the combiner boxes and fencing and all the
15 other materials. It's an E, maybe a little bit
16 smaller P, C, compared to a full scope. So the way we
17 do it now, there's a bucket of owner supplied
18 equipment that we provide to the contractors to
19 install.

20 Q. That's what I was looking for, yes.

21 What you just described, E little PC and
22 owner supplied equipment is the model that
23 SolarTogether would -- is using and will use for all
24 20 sites; is that right?

25 A. That's correct.

1 Q. Okay. If I need to know more about how
2 you do it outside of FPL, we'll ask that in the other
3 session.

4 A. Thank you.

5 Q. When I go to page 11, on line 14, "You say
6 EPC proposal for program center were solicited from
7 seven industry recognized contractors, if I wanted to
8 know who those seven were, would that be something
9 better discussed later?

10 A. Yes.

11 Q. Likewise, with page 13 of lines one
12 through four -- actually, one through -- let's just go
13 one through eight. There's a varying range of
14 responding contractors discussed sort of at a high
15 level here, specifics about who were these people that
16 were on a specific project and not.

17 Would that be better off to be discussed
18 later?

19 A. Yes. And let me just -- in the spirit of
20 full disclosure, if we're going to have conversations
21 with like the seven bidders and some of the specifics,
22 that was something that we did almost a year ago, and
23 I would have to go look at some documents to perhaps
24 fully answer your questions, and I'm very familiar
25 with the final outcome, but some of the sausage making

1 along the way, I don't have total recall on right now.

2 Q. I appreciate that. My question is just
3 going to be like at a high level, who are these, and
4 I'm not going to be too wrapped around the actual with
5 the math end of the specific project, I want to
6 understand who they are.

7 A. So, perhaps in one of the breaks I can get
8 a little bit of research done to help me refresh my
9 memory; for example, 17 or however many it was.

10 MS. MONCADA: Charles, can we ask
11 if you're going to ask that question about
12 all categories that were RFP'd or a subset
13 of them.

14 BY MR. REHWINKEL:

15 Q. Well, on page 13, I just want to kind of
16 understand a little bit more detail about how that
17 worked, and I'll be honest with you, I'm trying to
18 understand was it random or was there any kind of
19 pattern where people sort of, you know, where there
20 was an appearance that it was kind of carved up, and
21 I'm not suggesting there's anything improper about it,
22 I just want to kind of understand the mechanics.

23 MS. MONCADA: Carved up as in like
24 preselected?

25 MR. REHWINKEL: Yes, I don't

1 want to get too much --

2 MS. MONCADA: Just so we get the
3 right set of research done here real
4 quick, you're talking pages 12 and 13?

5 MR. REHWINKEL: Actually 11 and
6 13 -- Yeah, bottom of 12 and top of 13.

7 MS. MONCADA: Thanks.

8 BY MR. REHWINKEL:

9 Q. One last kind of cruise through your
10 direct testimony, and I'm going to give you a preview
11 of a question I'm going to have about Exhibit WFP3,
12 page one through page 15.

13 A. Yes.

14 Q. I'm not trying to elicit specific
15 discussions about the PV panel suppliers, but one of
16 the things that got me interested in understanding, if
17 I look on the first three pages, BVD is a supplier,
18 and then Trina is a supplier for three projects for
19 facilities, and then for the rest of the pages it's
20 all -- I said BBD, it's BYD, BYD for the rest of them.

21 I want to ask you about that distribution
22 and kind of why that happened and why you just had
23 Trina for three, but I think I can save those
24 questions, I can put those at the end.

25 A. We would be happy to explain that to you

1 at the appropriate time.

2 Q. And then the last page of your -- or WFB4,
3 when I look at these boxes here, or these tables,
4 construction schedule for Project 1 and 2, compared to
5 Project 3, the EPC contract date on line -- or Item 4,
6 it goes 1243 -- Oh, there's four items, four
7 contracts. Those are all dated 8/1/2018, but when you
8 look at sort of the L and TP dates, what's that,
9 something notice to proceed?

10 A. That's a limited notice to proceed.

11 Q. Limited notice to proceed. Those dates,
12 and some of the other dates, there's sort of an eight
13 to ten-month gap or lag there; is that generally
14 correct?

15 A. Yes.

16 Q. Why are the APC contracts all with the
17 same date, but then all the others different; what's
18 the rationale there?

19 A. At a high level I'll be happy to provide
20 you an explanation. We can perhaps have a bit more
21 detailed conversation about it later, but generally if
22 you look at those 8/1 dates are under the start
23 column, and what happened is we originally went out
24 and solicited EPC proposals for all of the
25 SolarTogether projects, but our initial focus was on

1 negotiating and executing agreements for Projects 1
2 and 2, and we circled back in the spring of this year,
3 in May, for finalizing the EPC agreements for Project
4 3, and executed those, I believe in July and
5 September, or during that time frame, and that's what
6 led us to the LNTP date for the first three sites
7 of -- let me make sure -- of 8/1 and then 10/1 for the
8 second three sites.

9 Q. We'll probably have some conversation
10 around the EPC contracts and then contrast one and two
11 versus the others.

12 Can you tell me are the EPC contracts for
13 Project 3, have they been executed?

14 A. They have.

15 Q. Can you tell me when that happened?

16 A. I believe, and I'll verify this, I'm going
17 to memory here, I believe in July and September.

18 Q. Was the date of those executions, did that
19 have a bearing upon why the AFUDC adjustment was made?

20 A. Yes.

21 Q. Can you tell me -- I understand the EPT
22 contracts were executed in the late summer, early
23 fall. When would you have known that -- when would
24 you have known that you weren't going to achieve what
25 you described in your testimony as the desired sort of

1 common project management for three sites together,
2 but instead we're going to be -- go on individually
3 for these centers in Project 3?

4 A. I believe there was an interrogatory
5 response directly addressing that. I'm going from
6 memory here, but we knew for sure sometime in August,
7 for whatever reason the date August 22nd pops into my
8 mind without looking, but I can go double-check that,
9 but I would say that we began to understand that
10 something was different in May, but we didn't
11 appreciate the full implications until August.

12 Q. Can you tell me here what it was that you
13 were starting to see in May?

14 A. I think I would prefer to discuss that
15 later, if we could please.

16 Q. Okay. No problem. All right.

17 I'm done going through your testimony. I
18 don't -- let's go to your September testimony, and I
19 want to ask you about -- I'm going to ask you about
20 high-level affiliate transfers or affiliate
21 transactions, and this would be centered on page 3 of
22 your rebuttal testimony, and I'm going to ask them
23 high level, and if we need to get more complete
24 answers by going into the second session, that's fine
25 with me, but the question here on line 9 and 10, it

1 says have there been any affiliate assets, transfers
2 involved in the development and construction of the
3 FPL SolarTogether site, and your answer is no to that
4 question; is that right?

5 A. Yes, that's correct.

6 Q. So I understand the question, do you -- in
7 your mind is an affiliate transaction and an affiliate
8 transfer, are they one and the same or is an affiliate
9 transfer a subset of affiliate transactions, as you
10 understand it?

11 A. Not being an attorney, I'll qualify my
12 response with that.

13 Q. Congratulations.

14 A. And I'm a recovering engineer. In any
15 event, at least from my perspective and my usage of
16 the term is that if there were -- regardless of the
17 mechanism, a transfer of ownership or of an asset from
18 one affiliate to another of any kind, I mean use of
19 the term is that if there were regardless of the
20 mechanism a transfer of ownership or of asset from one
21 affiliate to another, that would -- of any kind, that
22 would fall under that category.

23 Did that answer your question?

24 Q. Yes. One of the things I want to
25 understand, and that's why we're doing a deposition,

1 so we can understand, because things may not be all as
2 they appear, but I really want to know how you all do
3 this.

4 One of the questions I want to ask you,
5 but it's probably better in the second session, but
6 I'll give you a preview of it, is it possible that
7 when FPL procures solar panels for projects, that FPL
8 does not get the lowest price for the panels that they
9 would get if NextEra bought the panel?

10 Do you understand my question?

11 A. I do, and I think that's an appropriate
12 question for me to answer in the later session.

13 Q. Okay. So just -- I don't know if your
14 counsel has this, but I want to ask you in that
15 regard -- and my questions are not loaded to suggest
16 that there's something improper. They really are just
17 to understand. I had given in Mr. Valle's deposition
18 some pages, 455-1, 455-2, 456-1, and 456-2, and 457-1
19 with some yellow highlighting and some pencil writings
20 that are mine.

21 MS. MONCADA: Charles, I still have
22 the copy from Mr. Valle's deposition. If
23 you recall we had some copying to do on
24 that date as well, and the copying was not
25 in color. So the highlighting does not

1 appear on it, the copy that I have to
2 share with Mr. Brannen.

3 BY MR. REHWINKEL:

4 Q. That's fine. I want it for the record
5 that it wasn't something that's with FPL files. And
6 this is a public document and I have some -- I
7 e-mailed this also to -- or Stephanie e-mailed this
8 out today, I believe.

9 Have you had a chance to look at this?
10 The title at the top is analysis diversification
11 activity, new or amended contract with affiliated
12 company?

13 A. Yes, I've seen this previously.

14 Q. Is there a paper copy that we can give to
15 the court reporter and identify this as an exhibit?

16 MS. MONCADA: We can make one.

17 There's not a spare one in the room.

18 BY MR. REHWINKEL:

19 Q. This would be Exhibit 2, and we can just
20 call it Form 1, Analysis of Diversification Activity
21 excerpt, page 455-1 through 457-1.

22 (Exhibit 2, Analysis of Diversification
23 Activity, was marked for identification.)

24 BY MR. COX:

25 Q. If we look on the first page, we see in

1 column A, name of affiliate company, and column B,
2 synopsis of contract, NextEra Energy, Inc., and then
3 in column -- is in column A, and then there's a
4 description of a memorandum of understanding.

5 In column B, are you familiar with that
6 transaction?

7 MS. MONCADA: Charles, to be clear,
8 you're talking the first entry on that
9 page?

10 A. Which page are you on?

11 Q. 455-1?

12 A. 455-1, I was on dash 2, my bad. I am
13 familiar with this.

14 Q. I'm going to ask you as much as I can
15 until you say you can't answer it, I mean in this
16 session --

17 A. Understood.

18 Q. This references a facility supply
19 agreement with Jinko.

20 Is Jinko, is that a Korean solar provider?

21 A. No, they are -- the parent company is
22 Chinese, but they manufacture modules in several
23 countries outside of China, including Jacksonville,
24 Florida, which I guess is not technically a country,
25 but a location.

1 Q. So Jinko, are they one of the largest PV
2 panel providers in the world?

3 A. Yes. Sorry for interrupting. Yes, they
4 are.

5 Q. Thank you.

6 Can you tell me what you know publicly
7 about the circumstances surrounding this memorandum of
8 understanding and why it was entered into?

9 A. I think to be safe, I'd rather defer my
10 answer until later.

11 Q. Okay. If I asked you the same thing about
12 the assignment and assumption agreement, that's
13 referenced in the next two items between NextEra
14 Energy Constructors and FPL related to 113.3 megawatts
15 DC of PV panels, one from Risen Energy Company, and
16 the other from BYD America Corporation, would your
17 answer be the same as you could give me the best
18 explanation in the next session?

19 A. I would be more comfortable doing that, if
20 that's okay with you.

21 Q. Sure. And the same with the next two
22 items related to the project supply agreement between
23 NextEra or NEE and FPL?

24 A. Same.

25 Q. If I go to the third page, which is a

1 listing of -- it says analysis of diversification
2 activities, individual affiliated transaction, in
3 excess of \$500,000; do you see that at the top on
4 page 456-1?

5 A. I do.

6 Q. And if we look on lines 21, 25 and --
7 well, will forget about 21, I just want to know 25 and
8 26, we see about \$100 million of purchases --
9 described as purchases of solar module from affiliate;
10 do you see that?

11 A. Yes, I do.

12 Q. Are those numbers related to some of the
13 items we discussed on very high level on 455-1?

14 A. I'm not 100 percent certain, but I believe
15 that's the case.

16 Q. We can talk about all of that in the next
17 session?

18 A. Yes. Then I just haven't yet ticked had
19 and tied the numbers, but that would be my
20 expectation.

21 Q. And then if we go to the next stage with
22 my handwriting all over it, 456-2. On line 39 and 48,
23 there are two numbers. One is 77 million and another
24 is 69,000,000, one from NextEra Energy -- Well,
25 they're both from NextEra Energy and the description

1 of the transaction is reimbursement to affiliate for
2 down payment on solar panel, and that's line 39, and
3 line 48 says reimburse affiliate for down payment on
4 solar panels.

5 Do you see that?

6 A. Yes, I do.

7 Q. Are those related to some of the
8 transactions that are described on 455-1?

9 A. Again, I believe so.

10 Q. Do you know what line 30 is? It says
11 NextEra Energy Resources, and the description is
12 general counsel provided to affiliate \$717,740.

13 MS. MONCADA: I'm going to object
14 to this question, Charles. Unless Mr.
15 Brannen can tell me that it's related
16 somehow to the SolarTogether Project or
17 the procurement processes. I don't see
18 the need to get into general counsel's
19 support in this deposition.

20 BY MR. REHWINKEL:

21 Q. My question is: Does it have anything to
22 do with working on solar projects that would be --
23 that would go into rate base for FPL?

24 A. I don't know what the line item is, so I
25 can't respond. It could be any number of things.

1 Q. Did you say you do not know?

2 A. I do not know. What I said, I'm sorry,
3 Charles, I said I don't know what the line item is, so
4 I'm not in a position to even speculate, which my
5 attorney would tell me not to do.

6 MS. MONCADA: Yes.

7 BY MR. REHWINKEL:

8 Q. Do you know in the course of your work as
9 senior director of project engineering and due
10 diligence, whether FPL provides legal resources to
11 NEER for solar projects?

12 A. I'm not -- the way that I would answer the
13 question is I'm not aware that FPL provides legal
14 support, but I -- because the law department is also
15 one of the shared resource departments, I'm sure it's
16 possible that an FPL employee worked on behalf of
17 NextEra, if there was some expertise that was required
18 that wasn't available among the attorneys who are
19 NextEra Energy resource employees.

20 Q. Okay. That's fair.

21 We've been going slightly under two hours,
22 unless you include all the preliminary matters, would
23 the group want to take a short break?

24 MS. MONCADA: We'll take five.

25 MR. REHWINKEL: Let's do that.

1 We'll come back and I'm going to turn next
2 to Maria to the exhibit from yesterday,
3 the AFUDC document and the AFUDC issue.

4 MS. MONCADA: I've got a hard stop.
5 I've got to take a meeting at 2:30, and it
6 should -- I'll make sure it lasts no more
7 than 30 minutes, and I hate to interrupt
8 the deposition. I didn't think it was
9 going to take us through that time, but
10 seems like it might. So we'll need to
11 pause at that time.

12 MR. REHWINKEL: We'll see where we
13 are. It's hard for me to gauge it because
14 we're backloading so much stuff.

15 MS. MONCADA: Understood.

16 MR. REHWINKEL: We'll see you back
17 in five.

18 (A brief recess was taken
19 from 11:25 a.m. to 11:30 a.m.)

20 BY MR. REHWINKEL:

21 Q. I was going to ask you about AFUDC and
22 what was Exhibit 2 in Bores' deposition from
23 yesterday.

24 I was a little bit confused, Mr. Brannen
25 about whether you were saying any changes to this that

1 you would provide to this would be better in the
2 second session or you could do it here.

3 A. I think it would be better in the second
4 session.

5 MS. MONCADA: These are fine here.

6 The two corrections need to be
7 made, the dollar amounts and the --

8 BY MR. REHWINKEL:

9 Q. We can just do the corrections and then if
10 I have questions to follow-up on, we can do that
11 there.

12 A. Okay.

13 Q. I might ask questions and if it turns out
14 it's better to answer them there, we can handle this
15 that way. We should probably make this an exhibit if
16 we have a clean enough copy. We don't have to do it
17 right now, let's identify it.

18 MS. MONCADA: We'll make it an
19 exhibit at the appropriate time.

20 MR. REHWINKEL: This would be
21 Exhibit 3 for this deposition, right?

22 MS. MONCADA: We're all set.

23 BY MR. REHWINKEL:

24 Q. Thank you, Mr. Brannen.

25 Do you have a copy of what has been marked

1 as Exhibit 3, which is a composite of some discovery
2 responses?

3 A. I do.

4 (Exhibit 3, Discovery Responses, was
5 marked for identification.)

6 Q. I was asking Mr. Bores some questions. He
7 indicated that some of the information may be in
8 error, so I had asked the company if they could do
9 some research and use you as a person to make
10 corrections. So are you prepared to do that?

11 A. I am.

12 Q. Take me to the first place when you have a
13 correction to make.

14 A. I'm looking at the accounting for AFUDC on
15 FPL SolarTogether 2 Project, document that's dated
16 March 22nd of 2019.

17 Q. Is the Bates number 9284 on the lower
18 right?

19 A. Yes, it is.

20 Q. Okay.

21 A. And the first correction is on that page,
22 next to the last paragraph where it says Moss
23 Construction, Inc. is the engineering procurement,
24 that that was a cut and paste oversight, and it should
25 be OCI, as in Oberlin Construction, Inc. It's OCI.

1 Q. Is that Black & Veatch?

2 A. It's a Black & Veatch subsidiary, yes.

3 Q. And Trina is still correct?

4 A. That's correct.

5 Q. When?

6 A. Whenever you're ready, I can move on to
7 the next correction.

8 Q. Yes, I'm ready.

9 Can I ask you a favor, can you just
10 write -- can you strike and write out -- can you
11 strike Moss and put Oberlin Construction, Inc. in your
12 handwriting, that way it will be in the exhibit that
13 way.

14 A. If you want me to do it on the exhibit, I
15 will do it that way. I'll do it in just a second.

16 Q. Yes.

17 A. The next correction is on -- I think it's
18 the third page. It's Bates number ending in 286.

19 Q. Okay.

20 A. At the very top of the page, another cut
21 and paste, Gremlin. So the number that is shown on
22 269.1 in the third line from the end of the top
23 paragraph should actually be the same threshold level
24 that was identified in the AFUDC memo for Project 1 of
25 243.4 million, and the -- So that 269.1 should be

1 243.4 M, upper case M.

2 Q. Okay.

3 A. Then going down to the last line of that
4 same paragraph D, the 244.1M should be 269.1M. I'll
5 mark that in the same manner if you'd like.

6 Q. Thank you. That makes sense.

7 If you don't mind, let's take a moment so
8 I can do that now so we don't forget.

9 A. Done.

10 Q. Is that all the changes that you have?

11 A. Those are all the changes that I know
12 about this moment. I did ask the individual to go
13 back and verify that there aren't any other
14 oversights. I haven't heard back yet. If we do
15 discover any, we'll pass those on.

16 Q. One of the things I would like you to do
17 is if you can turn to near the back, it's about four
18 pages, four double-sided pages in. It's Bates 9306,
19 the first upper left hand, it says to accrue AFUDC; do
20 you see that?

21 A. I'm not quite there. I'm now on the right
22 page. Where do you want me to look?

23 Q. I want you to look down at the last full
24 paragraph of D-1, there's a program/project budget?

25 A. Yes.

1 Q. Then it starts the project. I had asked
2 Mr. Bores yesterday about the 243 number and whether
3 that was correct and whether the reference point for
4 determining that number should be January or maybe
5 August. He said he would need to do some research and
6 look at that. That's the one other piece of that that
7 I wanted to understand. If it's needed to be changed
8 now, I understand that given the project facility by
9 facility determination, it's sort of moot, but I still
10 wanted to know whether that number would be different.

11 A. I did not have an opportunity to consult
12 with Witness Bores on this particular topic. What I
13 do know, I was shown yesterday a document that
14 indicated that the \$243.4 million was correct for
15 January of 2019.

16 The second part of your question is
17 whether it should have been August or not. I did not
18 check into that. I have an understanding of the
19 practice, but I'm not the subject matter expert on it.

20 Q. I can't insist that you make that change,
21 I was just hoping for completeness, that we would have
22 some responses. For whatever reason, we get to the
23 end of the day today and you have some information, we
24 can go back and address it. If not, we'll just handle
25 it down the road.

1 A. We'll endeavor to see if we can get an
2 answer and, if not, the default will be down the road.

3 Q. Let me ask you this, just in that regard,
4 going back to that -- we had the August 22nd, and
5 again that was subject to check based on your memory
6 of when -- I kind of knew where you stood and whether
7 you were going to be able to link multiple facilities
8 under one EPC or have separate EPCs per facility.

9 Is that the -- assuming it was in that
10 time frame that you realized that and then you
11 executed the EPC sometime after that, would the
12 management approval date still be January or would it
13 be sometime in that late summer, early fall time
14 frame?

15 A. No, it would still be January. Just for
16 completeness, the interrogatory that I referred to
17 regarding the earliest date was your seventh set of
18 interrogatories, Response to Interrogatory Number 30,
19 and I was off by a day. We had identified
20 August 21st, not the 22nd.

21 Q. Okay, thank you.

22 A. You're welcome.

23 Q. I think I'm done with that. Let me go
24 back to your September 23rd testimony. Let's touch
25 base on the AFUDC issue.

1 Actually, what I think I'll do is since we
2 talked about your Exhibit WFB4 that had the
3 differentials of limited notice to proceed and EPC
4 execution date, we'll have that discussion in the next
5 session.

6 A. Okay. If it's appropriate, I did get
7 clarification on the dates that the EPC agreements for
8 the sites identified as under the auspices of Project
9 3. The dates I gave you earlier were -- earlier than
10 when the documents were actually executed. I believe
11 it was one document was executed in September and the
12 other one was in November. I think I might have said
13 July or September.

14 Q. Do you know the specific dates?

15 A. Yes, I do. September 10th and
16 November 12th.

17 Q. I probably want to associate those dates
18 with some other documents that we talked about later.

19 Can you tell me why I think we established
20 either -- yes, with Mr. Valle that in some of the
21 discovery responses, that even if for the sake of
22 argument, the Public Service Commission had decided
23 not to approve the SolarTogether program.

24 Projects 1 and 2 are going to be built and
25 put into service; is that right?

1 A. That's correct.

2 Q. Do you know why the decision was made
3 to -- Well, first of all, was the decision to build
4 Projects 1 and 2 made with, to your knowledge, any
5 understanding that the Public Service Commission would
6 approve them as a part of the SolarTogether program
7 that you intended to ask the commission to approve?

8 A. I don't have any knowledge either way on
9 that particular topic, since I was not involved in any
10 of the management review meetings where the approval
11 was granted.

12 Q. Do you know -- is part of what you do in
13 your project engineering and due diligence duties is
14 to understand what the other Florida Invest Run
15 utilities are doing with respect to
16 building utility scale solar?

17 A. Yes, at a level of knowledge that there
18 was information available, we do pay attention to
19 that.

20 Q. What parts of -- what aspects of what
21 they're doing are you interested in as part of your
22 job?

23 A. We're interested in the size of the
24 plants, the locations of the plants, the technology
25 that they're using, the method of contracting for them

1 to the extent that that information is available.

2 We're interested in the schedules that
3 they're building to or interested in, obviously the
4 costs that they report, and any cost breakdowns that
5 are part of the information that's available to us.

6 So we try and get an understanding as best
7 we can who the suppliers are for the major equipment
8 and to the extent that information is discoverable.

9 **Q. Do you have any observations about where**
10 **FPL's price point is in terms of costs per kilowatt**
11 **hours, per kilowatt AC compared to Tampa Electric and**
12 **Duke?**

13 **A.** Let me preface what I'm about to say,
14 based on the information that's available, it's hard
15 to make a meaningful comparison because there's a --
16 we don't -- we've yet to be able to determine, for
17 example, the DC to AC ratios in some of the plants.
18 We don't always understand what some of the land
19 restrictions are that could have an impact on the
20 installed cost, but at a very high level, based on the
21 comparisons that I've reviewed, FPL has either been
22 equal -- approximately equal to -- there might have
23 been one or two cases in a given year where a dollar
24 per KWAC, might have been slightly higher than one of
25 the others, but generally they've been equal to or

1 lower, but that's an incomplete analysis because of
2 the information that we don't know that could have an
3 effect on the absolute value of the number.

4 Q. So I think somewhere in your testimony it
5 said that the average KWAC cost for the SolarTogether
6 facility was 1,202, is that a correct number?

7 A. I'm checking. I believe so, but let me
8 take a look at it.

9 Q. I didn't write down the page and line,
10 just stuck in my head.

11 A. I think I can -- it's on page 10 of my
12 testimony, line 4. That's a correct number.

13 Q. And Tampa Electric served SoBRA, which
14 they had two projects, Wimauma, and little Manatee
15 River. I think those projects came in and they were
16 reported to the commission as being, I think, between
17 somewhere in the \$1,400 per KWAC; does that number
18 sound right to you?

19 A. I recall seeing that. I did read some of
20 the publicly available testimony, but that number
21 seems right.

22 Q. Just so I understand, I think I understand
23 your -- I think it says Wimauma was, total install
24 cost, 1479, and then for Little Manatee River, 1410,
25 but I think they did also a -- Wimauma was a lease

1 land site, so they did a lease to purchase, kind of
2 conversion surrogate number, that adds \$85, so they
3 would be in the high 1400s or in the range of 1410 to
4 1476 is what I represent to you their testimony is;
5 does that sound right?

6 A. Yes it does.

7 Q. But I heard in your answer, I caution,
8 that those numbers might not be entirely directly
9 comparable; is that fair?

10 A. Yes, it is.

11 Q. And that's because of the factors you
12 listed, like not understanding the DC to AC
13 conversion?

14 A. That's one of the factors.

15 Q. DC to AC?

16 A. DC to AC, yes, you got it right.

17 Q. That makes a difference in some of the
18 land use restrictions that might impact kind of how
19 they configure their plant or how much panels they
20 actually put on how many acres; is that what you were
21 saying, too?

22 A. Yes. And the amount of site prep work
23 that needs to be done is another factor. And
24 depending, again, I'm not familiar with one of the
25 sites that you're talking about. I have a little bit

1 of familiarity with the second site that you were
2 referring to, but we have evaluated and seen sites in
3 FPL that have -- I use a term patchwork quilt effect.

4 So you have little isolated islands where
5 you can build solar facilities and hooking that all up
6 together can add to the expense, where you have a site
7 that doesn't have as many of those prohibitive
8 features, your construction costs would be lower.
9 Those are all factors, if you're going to make a true
10 apples to apples comparison, you have to adjust for
11 those differences.

12 Q. But \$250 per KWAC is somewhat of a
13 material delta even if you kind of account for those
14 factors; is that fair?

15 A. It's a material delta that I don't have
16 enough knowledge to account for it, but yes, it is a
17 material difference.

18 Q. How does SolarTogether 1202 average number
19 compare to the 2020 SoBra's average number on an
20 apples to apples basis, which I assume you can do.

21 A. Yes, we can do that, since we know both
22 scopes. As I recall, the 1202 is lower than the
23 average for the 2020 SoBRA.

24 Q. Do you have an order of magnitude?

25 A. I don't. It's a matter of public record.

1 It's in the testimony. I don't have it with me, but I
2 can certainly check very quickly next break.

3 Q. I think I have it. Is it in your
4 testimony 2020?

5 A. Yes, sir, it is.

6 Q. I had that out, but I hid it from myself.
7 Do you off the top of your head know the
8 range? 1202 is an average, do you know what the
9 lowest and what the highest average costs are in your
10 projection? And I'm asking about Solar Together?

11 A. Understood. I do not know off the top of
12 my head. I have to go look -- I have a cheat sheet
13 that I have to go take a look at, but I don't recall.

14 Q. Is that something on a break somebody
15 could give you?

16 A. Yes.

17 Q. As I understand it, I was looking at your
18 2020 -- let me strike that. I'm not going to ask you
19 about that.

20 So what about Duke, do you have an order
21 of magnitude type of comparison about how your 1202
22 compares to their number?

23 A. That is information that I looked at a
24 couple of months ago. I don't have a specific
25 recollection off the top of my head with respect to

1 Duke. I remember thinking that our costs were equal
2 to or lower on the dollars per KWAC basis, but I don't
3 recall the specifics.

4 Q. And for Duke, does the fact that they have
5 a significant number of their site on leased property,
6 does that cloud the comparison?

7 A. It would. We have to understand if and
8 how they accounted for it in their reported numbers,
9 which at least I'm not -- don't have that knowledge.

10 Q. If the lease payments were not considered
11 an item and put in rate base, those land would be in
12 their KW for AC cost; is that how you would understand
13 it?

14 A. That would be my expectation.

15 Q. I'm just checking here to see if there's
16 any questions that I wanted to ask you before we went
17 to the next session.

18 I think you intimated about the LMR
19 project, something I want to ask you about, but that
20 goes into the other side of the fence.

21 A. One of my able bodied support members here
22 passed on to me the range of costs for SolarTogether.
23 If you'd like, I can give you that range now.

24 Q. Yes, please.

25 A. It is \$1,087 per KW to \$1,345 per KWAC.

1 Q. Just so I understand, is that the
2 projected cost of all 20?

3 A. That's all 20 sites. That's the low and
4 the high out of the 20.

5 Q. Give me one second to verify and then we
6 can stop with me for awhile and go to staff.

7 Exhibit 2 that you gave the answers on the
8 corrections that you wrote in -- Exhibit 3, the
9 discovery exhibit, and I understand that you did that
10 as a matter of accomodation here, even though that
11 document was identified as a support document to your
12 answer on Interrogatory 38.

13 You're not an accountant; is that right?

14 A. Absolutely not.

15 Q. I asked Mr. Bores if he had had any
16 involvement and he indicated that he had a level of
17 input or at least review of those three accounting
18 memorandum that are attached there.

19 I would ask you the same question, did you
20 have any involvement in the review or the development
21 of those accounting documents before they were
22 finalized? March 22nd, 1 and 2, and then the October
23 4th, three.

24 A. Yes, my role, the role of the engineering
25 construction and ISC organizations is to provide the

1 information related to how we are contracting for the
2 projects and sites, how we are going to manage them,
3 what the schedules are going to be to construct the
4 facilities as inputs to an evaluation that is
5 performed by our accounting team.

6 Q. Can you tell me when -- okay, I think the
7 testimony is, or at least it says in the memoranda,
8 what we'll call a bundling of facilities into projects
9 was a practice that was -- I think it said that in
10 each memo, it was used in the 2016 and Solar Project
11 as well as the project as well as the 2017 through 20
12 project, the SoBRA; is that your understanding?

13 A. Yes.

14 Q. Was the 2016 -- and that was one project
15 that bundled three facilities or three centers?

16 A. The 2016 project was comprised of centers
17 at three different sites.

18 Q. But it was one project for purposes of
19 AFUDC, is that your understanding?

20 A. It was also one project for purposes of
21 the way that we managed engineering construction, yes.

22 Q. Fair enough, I understand.

23 My question to you is, was that the first
24 time that FPL bundled three facilities or centers into
25 one project or more than one facility into a project

1 to your knowledge?

2 A. I don't have knowledge whether that was
3 the first time or not.

4 Q. The reason I ask you is, you said you
5 worked on all of Universal Service -- Universal Solar
6 Centers?

7 A. I miss understood the question. I thought
8 you were talking about the first time FPL did that in
9 general. To my knowledge, that's the first time it
10 was employed on a solar project.

11 Q. Was that the first time you built multiple
12 universal solar centers in one sort of discrete time
13 frame?

14 A. Yes. Prior to that, the only two PV solar
15 centers that FPL undertook were Space Coast in Desoto,
16 which were both -- Space Coast was a ten megawatt AC.
17 Desoto was a 25-megawatt AC. Those were both on a
18 single site. That was 2010 and 2011, I believe --
19 2009 and 2010, I was off by a year.

20 Q. I understand the 2016 was the first time
21 you did more than one at the same time?

22 A. Yes.

23 Q. So there are 20 facilities in the
24 SolarTogether program and we've established that the
25 facilities in one and FPL projects 1 and 2 are going

1 to be online in the first quarter of 2020; is that
2 right?

3 A. That's correct.

4 Q. And they were bundled for engineering and
5 construction and procurement purposes; is that right?

6 A. Yes.

7 Q. Go ahead.

8 A. I was going to say -- just bear in mind
9 that was the outcome of the process, that wasn't a
10 requirement going into soliciting EPC bids, for
11 example.

12 Q. So you're saying that it wasn't
13 predetermined that it would be that way?

14 A. It was not predetermined at all.

15 Q. And then for the six of the 20 -- for the
16 remaining 14, is it true they would all be done on an
17 individual basis for engineering procurement and
18 construction purposes?

19 A. That is our expectation for the reasons
20 addressed in our rebuttal testimony, and one or two of
21 the interrogatory responses.

22 Q. Is there anything that would cause that to
23 change?

24 A. If facts and circumstances reverted back
25 to the conditions that existed earlier, it's possible,

1 but based on what we know today, it's not expected.

2 Q. Part of the testimony that we've seen in
3 the docket or in some of the discovery is that what
4 we're dealing with in this docket is what's called
5 Phase 1; is that right? Do I have the terminology
6 right?

7 MS. MONCADA: You do, Charles, but
8 I guess what he's saying in his role it's
9 not necessary for him to use that phrase.

10 A. I'm afraid I only work in terms of
11 projects and sites, Projects 1 through 5, and the
12 sites, and I may or may not be versed in, I think
13 you're probably talking about program phases which
14 is --

15 Q. Yes.

16 A. I haven't really spent a lot of time
17 getting up to speed on that since my role is to design
18 them and build them.

19 Q. I understand. If you can answer this next
20 question, that's fine. I'm just trying to get a feel
21 for it from your perspective, but let's say
22 SolarTogether program that's pending and approved and
23 you get the green light to build all 20 sites and to
24 provision them or include them in rate base and serve
25 the customers as you proposed. There are, I guess at

1 a high level, ideas or plans that there will be a
2 SolarTogether 2; is that fair?

3 A. I think that's a question that a witness
4 such as Mr. Valley might better address. I heard a
5 little bit about it, but I don't have any specifics or
6 any specific knowledge of that.

7 Q. Here's what I want to ask in that regard,
8 is not whether you're going to do it with any
9 certainty, but if you do want, would you be looking --
10 would you undertake the procurement process the same
11 way or maybe if there's lessons learned, would you do
12 it differently, but is it possible that if you build
13 another six slug of solar at the 15 megawatt range,
14 you would look to bundle if the facts and
15 circumstances call for that?

16 A. When you say -- I just want to make sure I
17 understand. When you say bundle, I presume that
18 you're talking about as we've done for the 2016 solar,
19 all the SoBras and 1 and 2.

20 Q. Yes, sir.

21 A. So I think the way I would answer the
22 question is that -- and I referred to this earlier, is
23 that no outcome or no particular strategy is etched in
24 stone. If there were an opportunity to accrue
25 additional benefit for the customers of FPL, we would

1 make that -- we always reserve the right to make such
2 an adjustment if in fact it's a better deal at the end
3 of the day. So the answer to your question is yes,
4 it's possible, based on facts and circumstances as
5 they exist at the time, something that we're always
6 keeping our eye on, keeping our feelers out for, it's
7 something fundamentally changing, or is there some
8 lesson learned, because we're continually evaluating
9 lessons learned that may indicate that may be a better
10 way. Does that answer your question?

11 Q. It does. It causes me to follow-up in
12 this way. I'm not indicating any dissatisfaction with
13 your answer, but I'm trying to understand, is what
14 happened in the late summer, early fall of this year
15 with respect to the remaining 14 facilities, is that
16 just facts and circumstances that were specific to
17 these times, the market conditions, or was there some
18 change in the philosophy where FPL is not going to
19 bundle projects for EPC purposes in the future. It's
20 kind of another way I'm trying to get at that.

21 A. I think the general answer and I'd be
22 happy to talk more specifics later, but the general
23 answer is that there was a fundamental shift in the
24 market that we envision being in place for awhile.

25 I'll be happy to discuss what the shift

1 was and why it was going to be in place for awhile and
2 there's no reason that at some point in the future
3 some things could revert back, and that's really what
4 I was referring to when I said we're going to
5 continually evaluate what the conditions are and if
6 there's a shift, we'd like to think we can respond to
7 it maximize the value for the customers.

8 Q. I appreciate that and I will probably want
9 to get a little further explication, but I can kind of
10 get a sense of what you're talking about.

11 A. Okay.

12 Q. Let me do one last little wrap-up here.
13 Let's stop my nonconfidential questions
14 now and let staff go.

15 CROSS EXAMINATION

16 BY MS. SIMMONS:

17 Q. Mr. Brennan, are you ready to start?

18 My name is Kristen Simmons with Commission
19 staff. We provided counsel with a link to a Guide to
20 the Project Management Body of Knowledge, Sixth
21 Edition along with page 4?

22 A. Yes.

23 Q. Are you familiar with this guide?

24 A. Yes. I'm looking at a single page at the
25 top of the page. It's got Section 1.2, foundational

1 elements, and it's part one of a guide, apparently
2 page 4.

3 Are you familiar with the guide itself?

4 A. I'm sorry for interrupting.

5 Q. You're fine. Go ahead.

6 A. I'm not familiar with this particular
7 guide, but it looks extremely similar to several
8 project management either books or guides out of
9 project management courses that I've taken in the
10 past.

11 Q. So you have never used this guide in your
12 professional duties?

13 A. Not this one, no.

14 Q. If you could just bear with me. If you
15 could read the first sentence after the subheading
16 1.2.1, project?

17 A. The one that says the project is a
18 temporary endeavor undertaken to create a unique
19 project, service, or result.

20 Q. Yes, you did it. Great, thank you.

21 Focusing on the second half of that
22 sentence you just read relating to unique product,
23 service or result, would it be reasonable for the
24 commission to conclude that FPL proposed 74.5 megawatt
25 solar generating facilities are each a unique product,

1 and, therefore, each should be considered as an
2 individual project?

3 A. Not necessarily.

4 Q. Could you please explain.

5 A. So I think the key is a unique product,
6 service or result, so what is the result that you're
7 looking for and I can apply that same language to
8 conclude that a project could be 298 megawatts managed
9 together with interrelated activities with a common
10 outcome also as a project. Since that was the result
11 that FPL ended up as a result of the process that it
12 went through, ended up trying to achieve.

13 Q. Although the sites are grouped as a
14 project having one engineering procurement and
15 construction contractor, 74.5 megawatt solar
16 generating facility has a unique site location,
17 correct?

18 A. That's correct.

19 Q. Does the current project, scope of
20 Project 1, anticipate the sites being fully
21 constructed at the same time?

22 A. It does.

23 Q. And the same goes for Project 2?

24 A. Yes.

25 Q. Does each site have its own work breakdown

1 **structure?**

2 A. Can you help me understand what you mean
3 by that?

4 Q. **Does each site have its own construction**
5 **timeline? Does that help?**

6 A. Perhaps. Let me try and answer. You tell
7 me if -- let me know if I'm being responsive. I'm not
8 trying to confuse the situation, but keep in mind that
9 whether -- there are many projects where work gets
10 done at multiple locations, but even with large
11 projects constructed on a single site, the work always
12 gets broken down into areas, you know, it's the old
13 adage of trying to eat the elephant one bite at a
14 time. You have to break things down into component
15 parts. So, yes, each site has a schedule of
16 activities, but even within a single site, it's broken
17 up and there are activities planned on a sector by
18 sector level, for lack of a better term. So I'm not
19 sure that that's necessarily responsive, but I think
20 it is.

21 A. Yes, it is. Thank you.

22 Q. **So going back to Exhibit WFB-4, which OPC**
23 **has referred to a couple of times.**

24 A. Yes.

25 Q. **Let me know when you have it in front of**

1 **you please.**

2 A. I have it in front of me.

3 Q. I was wondering what contractor
4 **mobilization means under the column major activities.**

5 A. Mobilization is the date that the
6 contractor begins to move equipment and personnel
7 onto the site.

8 Q. And it's under the finish column as
9 **opposed to the start column?**

10 A. Yes.

11 Q. And could you explain why there's -- it's
12 **on the finish column as opposed to the start column or**
13 **why there's not two dates for that?**

14 A. Because typically they will begin the
15 mobilization process once a notice to proceed is
16 issued, and what's imperative for managing the project
17 is when they're fully -- when they have completed the
18 mobilization process, not so much when they start.

19 Q. Thank you. For projects 1 through 5, the
20 **finish date for contractor mobilization for each site**
21 **varies within a project. For instance, in Project 1,**
22 **the finish date for contractor mobilization ranges**
23 **from February 1, 2019 to May 1, 2019.**

24 What is the reason for these differing
25 **finish dates among the sites?**

1 A. It's just like any large project, you
2 mobilize resources in waves. This probably would have
3 been no different if we were building a 5,000 acre
4 site, you would mobilize resources to different parts
5 of the site to begin work, and just based on the scale
6 up and availability of resources, you're not going to
7 overnight have 500 people working at the same time, so
8 it's basically just a resource management practice on
9 the part of contractors to minimize their cost.

10 Q. Okay. Along the same lines, focusing on
11 Project 1, is there any construction downtime for Site
12 2 and 3, which have finish dates at the very first and
13 April 1st respectively to allow Site 1 to complete
14 contractor mobilization by May 1st?

15 A. I may just repeat the words you just said.
16 I want to make sure I understand, are you asking did
17 we start an activity on another site and then hold up
18 to allow the Site 1 to catch up?

19 A. Yes.

20 Q. No.

21 A. There was no downtime.

22 Q. Thank you.

23 Do you agree that a risk assessment should
24 be completed for each site?

25 A. Could you help me understand what you mean

1 by a risk assessment?

2 Q. Maybe I'll go to my next question, it
3 might help.

4 Would you agree that each construction
5 site has unique risks based on external factors
6 associated with its construction schedule and costs?

7 A. Yes.

8 Q. Would you agree that if the site
9 experiences site specific risks, the resolution of
10 this risk will be independent of work being performed
11 at the remaining site?

12 A. No.

13 Q. Could you explain?

14 A. I'm sorry, I'm having an internal debate
15 with myself as to how to approach it first.

16 Q. So at least with respect to the way that
17 we ended up executing Projects 1 and 2, they're being
18 managed as a single project and there's resource
19 allocations that -- they all have a common date that
20 if there is a delay it's going to be applied at the
21 level of the three sites. And what the contractor
22 would be doing or we would be doing is that if there
23 was an event or circumstance at one of the sites that
24 caused a delay, basically we would start looking at,
25 and the contractor would look at, what are the

1 delivery schedules for equipment, what are the
2 resource allocations at the other sites, and it's
3 their option to perhaps work ahead, accelerate work at
4 the other two sites, so that when, whatever the issue
5 or event that caused the delay at one of the sites is
6 resolved, they can reallocate resources, so that they
7 can get an entire project completed by the guaranteed
8 date. So they have the flexibility and the option to
9 allocate and reallocate and divert resources to manage
10 the project schedule.

11 Did that make sense?

12 A. Yes.

13 Q. Thank you. Will FPL do quality assessment
14 for each site one each site construction is completed?

15 A. I'm not quite sure what you mean by a
16 quality assessment, but perhaps if I describe what it
17 is that we do all along the way, it might answer your
18 question.

19 A. Okay.

20 Q. I'm assuming when you say quality
21 assessment, how is FPL assuring that its expectation
22 of requirements with respect to the quality of the
23 final product and its ability to operate and meet
24 expectations over time.

25 A. Yes.

1 Q. Understand that's an ongoing process
2 starts day one, even before we make procurement
3 decisions, FPL thoroughly evaluates potential
4 suppliers and potential contractors to make sure they
5 have a track record, that they have programs in place
6 to deliver quality products, that they have records
7 during either manufacturing or during construction, so
8 that we can see that they're meeting quality
9 standards.

10 We evaluate their processes to make sure
11 they're stable and capable. We monitor the work along
12 the way, to make sure that those requirements are
13 being adhering to and there are inspections and tests
14 that are performed throughout the construction
15 commissioning and start-up phases of the project to
16 make sure that the right equipment that meets the
17 right quality standards has actually been installed
18 and installed in a quality manner, and then as a final
19 confirmation there are start-up and commissioning
20 tests and protocols that are executed and monitored to
21 make sure that the facility meets standards and does
22 what it's supposed to do.

23 So there isn't necessarily a final check,
24 that really is too late in the game to make that
25 determination. It's really something that you have to

1 confirm all along the way.

2 Does that help answer your question?

3 A. Yes, but I wanted to clarify.

4 Q. For that process you were referring to, is
5 that done for each site or is it done for a project?

6 A. Both.

7 Q. Understand from an engineering
8 construction perspective everything we do is a
9 project. And any work that we're performing, we
10 perform those kind of quality checks. For the
11 purposes of Projects 1 and 2, as it was for the SOBRA
12 project, as it was for the 2016, it was done at a
13 project level, but activities occur on a site basis.

14 A. Great. Thank you.

15 Q. I have one more question. Is there a
16 specific project management resources -- one second --
17 sorry about that.

18 Is there a specific project management
19 resource that you use in your position at FPL?

20 A. Help me understand what you have in mind.
21 I'm not sure I follow.

22 Q. Okay, certainly. The first couple of
23 questions I was referring to a Guide to the Project
24 Management Body of Knowledge, and I want to know what
25 you use currently that would be similar to the guide

1 **that I referenced. You had taken courses?**

2 A. Yes. So I think I understand the
3 question. Internally we have a project controls
4 guideline that lays out that what it is that we're
5 going to do to monitor progress, quality, budgets and
6 schedules, which I guess is really progress. It's
7 based on concepts that are virtually identical to the
8 one-page document that you showed me, and we -- The
9 one thing I will tell you, and I've been to quite a
10 number, maybe four to six over the years, project
11 management courses from different organizations and
12 the underlying principles are essentially the same,
13 and those principles then have been embodied in our
14 project controls and procedures, and one of the things
15 that we do, for example, is we basically monitor
16 progress on a daily and weekly basis. When I say
17 progress, I'm really talking about schedules, budgets,
18 quality, deliveries of materials, safety, on and on.

19 We monitor it daily. We report on it
20 weekly, what was accomplished the prior week and what
21 is expected to be accomplished the upcoming week. And
22 then we have summary monthly reports, we call them
23 dashboards, that we use to communicate to the rest of
24 the organization where we are, which are all really
25 concepts and precepts that would come out of any good

1 project management program.

2 Q. Okay. Give me one second please.

3 A. Sure.

4 Q. I believe this is my final question.

5 A. Okay. Ask as many as you want.

6 Question is, if there is an issue with a
7 particular site, would it impact the in-service date
8 of the other sites in the same project?

9 A. Yes.

10 Q. How would it?

11 A. We're expecting in the case where we have
12 a single EPC agreement with the single set of
13 guaranteed dates and a single set of liquidated
14 damages, for example, and set of interrelated
15 activities. The expectation is that the contractor is
16 going to turn over the entire project, they will
17 complete the entire project by the guaranteed date.

18 So if one site is lagging behind, they
19 have not satisfied the preconditions for completion
20 under the EPC agreement. So it would inhibit their
21 ability to claim project substantial completion under
22 the EPC agreement.

23 Q. You had mentioned a couple of questions
24 ago that you use a project control guideline?

25 A. Yes.

1 Q. Is that referring to the FTO policy-1.1?

2 MS. MONCADA: That's the
3 accounting.

4 A. If that's the accounting policy, no,
5 that's not it.

6 Q. Is there a way that we can get a copy of
7 the project control guidelines that you used?

8 A. Can you hang on for one second. I have a
9 question for counsel.

10 MS. MONCADA: We're going to go on
11 mute for just a second.

12 (Thereupon, a discussion was held off
13 the record.)

14 A. So the answer is that the document was
15 produced in response to an OPC confidential discovery
16 request, and, Kristen, this is Maria. The response,
17 when we compiled the documents that are responsive to
18 OPC's request for production, I believe it was number
19 two, but if not, it was number three, that asked for
20 essentially all of our procurement documents. It
21 included that project control guide. I did not --
22 FPL did not submit a request for confidential
23 classification, but rather made those documents
24 available for staff to review at FPL's offices if it
25 wished, the reason being, I think I mentioned before,

1 it's about -- it was more than 18 gigabytes of
2 information, so it would have been prohibitive to do
3 an RFCC for all of that documentation.

4 But that being said, we can isolate out
5 that document and prepare an RFCC for submission or
6 isolate it in a way to point you to where it is if you
7 all want to go look at it at our Tallahassee office.

8 MR. REHWINKEL: Maria, this is
9 Charles, is the document you're referring
10 to called Project Control Requirement?

11 MS. MONCADA: Yes.

12 MR. REHWINKEL: It's five pages,
13 and it starts at Page 1497.

14 MS. MONCADA: It's labeled
15 Attachment C-2.

16 A. Yes. That's it.

17 MS. MONCADA: Kristen, you or Walt
18 can let us know how you want to handle it
19 and we're happy to accommodate it.

20 MS. SIMMONS: We'll discuss that
21 off line.

22 That concludes Commission's
23 questions. Thank you so much.

24 MS. MONCADA: Charles, I need two
25 minutes.

1 MR. REHWINKEL: Sure.

2 Charles, on our end we ordered in,
3 so that we could take as little a break as
4 possible. I think it's going to be
5 another five to ten minutes before the
6 food arrives. If you want, we can get
7 started.

8 MR. REHWINKEL: I'll do that.

9 MS. MONCADA: Kristen, if you and
10 Charles can e-mail the numbers where I
11 should reach you all, I'll call you all
12 directly.

13 (A brief recess was taken.)

14 MR. REHWINKEL: Are we back on the
15 record?

16 MS. MONCADA: We're back on.

17 BY MR. REHWINKEL:

18 Q. We are now in the second stage of this
19 deposition and from this point forward the deposition
20 will be, at least initially classified as
21 confidential, and if there's any use to be made of it
22 or need for it at the hearing, FDO will file the
23 appropriate pleadings with the Public Service
24 Commission to designate it in a form that the
25 commission can consider and rule upon and use it at

1 the hearing if it's at all needed; is that your
2 understanding, Maria?

3 MS. MONCADA: Yes, thank you.

4 BY MR. REHWINKEL:

5 Q. Mr. Brannen, I would ask you -- my
6 computer went to sleep on me while I was running my
7 mouth. I even put computers to sleep.

8 Let's start here. Let's go back to
9 Exhibit 2, which is the excerpt from the first Form 1,
10 do you have that document with you?

11 A. I do.

12 Q. Now going to the first page, which is
13 455-1, can you tell me about the Jinko facility supply
14 agreement and then memorandum of understanding?

15 A. I can. Let me preface this by mentioning
16 that this is not applicable to the 2020 SoBRA project
17 in any way. This relates to one of the SoBRA
18 projects, but I'd be happy to explain it to you.

19 Q. Okay.

20 A. NextEra Energy, Inc., and in the first
21 one, NextEra Energy, Inc., negotiated a master supply
22 agreement with Jinko more than a year in advance of
23 when the deliveries would be expected in order to make
24 sure that modules would be available, given high
25 demand in the market. This was done in 2017, I

1 believe. And basically the memorandum of
2 understanding was FPL required those modules in order
3 to support one of the SoBRA projects.

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 Q. Okay. So I understand, that was not a
12 SolarTogether project, but it's useful for me to
13 understand sort of the way that modules are procured
14 and when we say modules, it's interchangeable with
15 solar panels?

16 A. [REDACTED]

17 [REDACTED]

18 A-- the norm typically is to go out with an RFP
19 for the module requirements and inverter requirements
20 and GSU requirements for the combined collective, and
21 then execute agreements directly between say FPL and
22 the module supplier.

23 This was a matter of convenience and
24 circumstance that was used in this particular case,
25 but more often than not, we have not -- we've

1 contracted directly between FPL or NextEra Energy
2 Resources and the suppliers are contractors.

3 Q. You used the term collective, did you mean
4 look at all the requirements of the NextEra family, go
5 out and buy in bulk and then each individual unit
6 would negotiate or would do a specific procurement,
7 would that vendor for the specific project
8 requirements?

9 A. I think that's a reasonable understanding
10 of what we did. Basically, if for the following year
11 NextEra Energy Resources was projecting that this
12 needed [REDACTED] and FPL was projecting that
13 it needed [REDACTED] then we sent out an RFP
14 for the total. We get the bids in and then each
15 entity would negotiate and execute its own project
16 supply agreement. Typically the terms and conditions
17 would be almost identical between the two
18 organizations, and things that would be different
19 would be delivery locations, delivery schedules, a few
20 things that would be unique to the sites of the
21 projects being covered by those agreements.

22 Q. So when you say -- Well, let me ask you
23 this: Is there any sort of periodic predesignated
24 time where you go and you look to see what your future
25 projected needs are going to be and then you regularly

1 put RFPs out or does it get to be over a certain
2 threshold amount, and then you go out to the market
3 and say, test the waters, how do you know when it's
4 time to go out on the collective things?

5 A. I mentioned earlier that we -- so as an
6 organization we pretty much update our expectations
7 for the next several years on about a monthly basis.
8 We typically will monitor what forecast would indicate
9 demand is going to be [REDACTED]

10 [REDACTED] What we try and manage is not waiting so
11 long to lock in supply that were late to the game, but
12 then again not lock in supply so early that we didn't
13 get -- we might have missed the opportunity for a
14 better deal. So it's informed by what the
15 expectations are for the market, but usually I would
16 say anywhere from -- this varies, but typically it's
17 been like [REDACTED] Ahead of when we need to
18 have equipment delivered is when we'd be out trying to
19 contract for a year's worth of equipment.

20 Q. Okay. By pulling the trigger too early,
21 you don't want to buy technology that's going to be
22 materially overtaken by a new generation or
23 technological improvement that you think would be
24 better for you in the long haul; is that part of
25 timing?

1 A. That is one of the dimensions that we
2 evaluate in making the decision when to do it.

3 Q. I know that one, trying to buy a computer
4 or a TV, that seems to be always a problem.

5 A. Yes. That's a very good analogy.

6 Q. In terms of what you look at pricing wise,
7 if you negotiate, and they call it a facility supply
8 agreement, is that sort of the master contract with a
9 vendor?

10 A. If we're doing it say at an FPL level, [REDACTED] A

11 [REDACTED] Awe
12 would issue [REDACTED] for each project that had
13 its unique delivery requirements.

14 Q. Okay. [REDACTED] A

15 [REDACTED] A

16 A. No. Let me try and be -- [REDACTED] A

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED] A We typically will contract at
22 the company level.

23 Q. Okay. Let's assume for the sake of this
24 question that you go through a major sort of analysis
25 and you're looking at market conditions, you're

1 looking at supply, you're looking at tariff issues,
2 you're looking at the state of technology, you're also
3 looking at your overall corporate needs at NextEra
4 Energy, Inc. and you make a decision we're going to go
5 out and we're going to buy so many million panels or
6 we're going to put an RFP out for that.

7 Do you do that in a way that if you bundle
8 as much volume and panels in your RFP to get the
9 lowest per unit price, does it work like that?

10 A. That's what our objective is, yes, and it
11 typically works like that.

12 Q. So going back to your testimony and what
13 you do, you used the word leverage, and the leverage
14 supplier relationships and these other factors, do you
15 leverage the buying power of NextEra Energy, Inc., and
16 that -- when I say you, I mean NextEra, not you
17 personally.

18 A. You cut out for just a minute. I'm not
19 sure I heard the question.

20 Q. I'm sorry.

21 A. I thought --

22 Q. My question was this: You used the word
23 leverage on -- I think on the second page of your
24 testimony. I understood it that you were part of the
25 cog in the machine that leveraged the buying power of

1 FPL and the supplier relationships to get the best
2 value in a procurement of solar panels; is that right?

3 A. That is correct. And I'd like to point
4 out that --

5 Q. I meant NextEra, not FPL. I meant
6 NextEra.

7 A. You mean to get the best overall deal for
8 the entire company?

9 Q. Yes, sir, that's what I meant.

10 A. Yes, that's -- and I'd just like to point
11 out that, by the way, when we talk about leverage, and
12 you mentioned value and I guess there's a lot of ways
13 that value could be defined, [REDACTED] ^A

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED] ^A So there's a number of dimensions by
22 which we can build value into the overall equation,
23 not just price.

24 Q. That's what I meant. I would expect that
25 part of the complexity of a procurement on a large

1 scale would be you're going to be looking at where
2 they're made, how you can manage just in time delivery
3 and they have to be stored, sort of you get them as
4 soon as they're manufactured, transportation, all
5 those kind of things, are those factors to consider in
6 the pricing you get?

7 A. Yes, sir.

8 Q. Is there a consent in the procurement of
9 solar panels of [REDACTED] A

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED] A

14 A. Not -- in effect, yes, but not directly
15 the way that you've laid it out, it's -- [REDACTED] A

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED] A In effect, it's what

25 you said, but the mechanics aren't the way you laid it

1 out [REDACTED] A

2 MS. MONCADA: I got an e-mail from
3 Kristen asking her to call back.

4 Kristen, are you on? I think we
5 might have lost her.

6 MR. REHWINKEL: May have been when
7 I cut out there's a bad storm in town.

8 MS. MONCADA: Let me call back.

9 MS. SIMMONS: This is Kristen.

10 MS. MONCADA: Kristen, we have you
11 back. Charles, are you on as well?

12 MR. REHWINKEL: I am. Thank you
13 sorry about that.

14 MS. MONCADA: I hate to kind of
15 have a disruptive process. Our food has
16 just arrived. We're going to take
17 20 minutes for lunch. Do you need longer?

18 MS. SIMMONS: No, I don't.

19 MS. MONCADA: I will call you all
20 back in 20 minutes, how does that sound?

21 MR. REHWINKEL: That works for us.

22 MS. SIMMONS: Thank you.

23 (A luncheon recess was taken
24 from 12:59 to 1:30.)

25 MS. MONCADA: Do we have OPC and

1 staff on the line now?

2 MS. SIMMONS: Yes, that's correct.

3 You have staff. I can't speak for OPC.

4 We're here.

5 MS. MONCADA: Charles, it was your

6 questioning, you let us know when you're

7 ready to go.

8 BY MR. REHWINKEL:

9 Q. We're back on the record. We had just

10 finished sort of asking you a [REDACTED] A

11 [REDACTED]

12 [REDACTED]

13 [REDACTED] A

14 A. Yes, I haven't -- we really haven't

15 experienced, at least when I've been directly

16 involved, we [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED] A

20 Q. Okay. So what I'm trying to understand

21 and I think your previous answers have given me some

22 visibility into it, and it's getting clearer, but I

23 want to understand, I think early on in the deposition

24 I said I wanted to talk to you and understand how

25 pricing that was achieved at the enterprise level or

1 the NextEra corporate level, how FPL shareholders
2 determines -- FPL customers received the benefit of
3 this pricing that -- or value that was achieved by
4 this enterprise life procurement; does that question
5 make sense to you?

6 A. Yes, it does.

7 Q. Can you give me kind of your high level
8 view of how that occurs?

9 A. I will attempt to.

10 Q. I can make it more specific as we go, but
11 I'd like to kind of hear how you perceive that
12 happening?

13 A. Well, as I said, our experience has been,
14 and I think others have had the same experience, is
15 that the bigger an opportunity you have, the more
16 beneficial it is for suppliers and contractors because
17 it basically allows them to lock in a defined amount
18 of work for an extended period of time with a
19 creditworthy set of counterparties, which is good for
20 them because it's -- the one thing that I found over
21 the years is that when you're talking about \$100,000
22 contract or \$100 million contract, they all require a
23 certain amount of investment of intellectual capital
24 of the parties negotiating the agreement, [REDACTED] A

25 [REDACTED]

1 [REDACTED]
2 [REDACTED] ^A and the fact that FPL and
3 NextEra has strong financially, even better for them
4 compared to some of the other entities that they often
5 deal with.

6 As an outcome of that, the trade is they
7 get some level of certainty for an extended period of
8 time [REDACTED] ^A

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 Q. So in the example before the break, and I
16 didn't -- well, I didn't take it that it was an exact,
17 this just happens last month kind of thing, but you
18 were talking about -- I don't know what solar panel
19 prices are. I'm going to use hypothetically five
20 dollars, making that up, [REDACTED] ^A

21 [REDACTED]
22 [REDACTED] ^A

23 You go around and round and they're not
24 budging, you're not budging, [REDACTED] ^A

25 [REDACTED]

1 that's on the drawing board now and we can put more
2 certainty around it.

3 So we say to the supplier, [REDACTED] A

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED] A

9 A. Conceptually that's about half the
10 dynamic. The other half of the dynamic, we talked
11 about the number of entities that we went out to bid
12 for initially, also plays into that, [REDACTED] A

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED] A so they are incented to
18 put their very best foot forward. So it's really both
19 taken together.

20 A. Okay, I get that.

21 Q. You may even get to a point, where you got
22 a clear leader, [REDACTED] A

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]^A Let's see what the
5 best deal you can get is.

6 A. Yes, and I think it's important -- you
7 said and don't burn bridges, and keep in mind that
8 when we find good suppliers, a set of good suppliers
9 to the extent that they continue to perform, we like
10 to continue to do business with them over time, if
11 it's in everybody's best interests, and whatever bit
12 of evaluations we do support, that's the right thing
13 to do.

14 So part of the burning bridges is to
15 euphemistically say not nickel and dime somebody, that
16 they're right at or below a break even point, because
17 then you put them in a position where they may not be
18 able to perform.

19 So our view is that somebody is entitled
20 to reasonable return on their efforts, a reasonable
21 profit, so we are somewhat sensitive to that, [REDACTED]^A

22 [REDACTED]

23 [REDACTED]^A So we will drive a hard bargain, but
24 to quote you, but not to the point where we're burning
25 those kind of bridges.

1 Q. That's fair. One thing I'm not trying to
2 do is to sort of pin you down on exactly how you
3 negotiate. I'm trying to understand some of the
4 bigger dynamics because I want to understand how
5 values and benefits in a large scale procurement, how
6 they flow between NextEra and FPL.

7 A. And I understand that and in my responses,
8 the dynamic sometimes is each counterparty is a little
9 different and the ebb and flow might look a little
10 different, but at the end of the day the objective is
11 the same. So from a conceptual standpoint, the way
12 that you framed it earlier is close, but each one
13 might look a little different, so that's why I'm
14 hedging my answers a bit.

15 Q. I appreciate that. Let me kind of get to
16 the bottom line here and see what kind of response I
17 get out of you, because it seems very complex, and I'm
18 not assuming that there's anything untoward, I'm just
19 trying to understand it, but my general assumption is
20 that FPL is in a regulated environment, they get
21 their -- assuming regulation works reasonably well,
22 they get recovery if they're proven and reasonable
23 costs as they expand, so there's -- don't hold me to
24 this, I'm not saying there's a cost guarantee
25 involvement, but there's a defined and

1 well-implemented regulatory cost recovery environment
2 in Florida for Florida Power & Light.

3 On the other hand, NextEra operates in a
4 nonregulated environment, they may have customers who
5 are both regulated and nonregulated, but they may have
6 different levels of cost recovery certainty; is that a
7 kind of a fair overall paradigm?

8 A. I can understand how somebody might view
9 it that way. It's not necessarily the way we view it,
10 but I understand where you're going.

11 Q. So does NextEra around the country, do you
12 build universal solar centers or 75 to 100 megawatt
13 facilities, let's say, and sell them to utility?

14 A. [REDACTED]

15 [REDACTED]

16 Q. Do you otherwise -- I guess the default is
17 what you do, you build them and you sell the energy in
18 the competitive marketplace; is that a fair
19 characterization?

20 A. Our preference would be to have a
21 long-term arrangement for the purchase of the energy
22 rather than a merchant-type situation, but I think the
23 answer to your question is yes.

24 Q. Would it be fair to say that you have PPA
25 with utilities and that would include IOUs, co-ops and

1 **munis around the country?**

2 A. That would be fair to say.

3 Q. Do you also engage in the merchant world
4 and sell energy as available or as needed into grid,
5 regional supply grids?

6 A. In very limited circumstances, it is not
7 the predominant or preferred mode of operation.

8 Q. I understand that. So in either of those
9 scenarios, which are predominantly dominated by a PPA
10 or long-term contract arrangement, you are involved in
11 the -- in competitive sales; in other words, you
12 probably have someone you're competing against who's
13 bidding to get the same business; is that fair?

14 A. I believe that's a reasonable statement of
15 some circumstance, not necessarily all, but many.

16 Q. So the reason I asked it like that is,
17 one, like me, would presume that competitive pressure
18 for pricing of the energy, which is a product of both
19 of the fixed and O and M costs of the facility would
20 be greater on the nonregulated side versus the
21 regulated side. And I'm not saying in that answer
22 that you don't care what your costs are on the
23 regulated side because you also have pressures there.

24 A. The way that I would respond to that is
25 that -- what I'm about to say is easy to say, but I

1 think I can support it with the result, is this may be
2 one of the benefits of having shared resources like me
3 work on it is, I don't have a switch that I flip on or
4 off, depending on which project I may be -- which
5 company I'm working on behalf of. We all tend to be
6 maybe too competitive for our own good in all
7 situations and we understand that the earnings
8 mechanisms are different, but at the end of the day,
9 the things that you do and the results you deliver,
10 what wins in one is going to win in another
11 environment, [REDACTED] A

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 Q. When you say what NextEra has paid for --

20 A. I'm sorry, NextEra Energy Resources, my
21 bad.

22 Q. Were you referring to specific
23 circumstances or in any event or on average that
24 you --

25 A. What I'm referring to is the -- is for the

1 equipment and materials that we bought and are
2 deploying contemporaneously for the projects that are
3 being executed on NextEra Energy Resources side during
4 the same time we're building the Solar Together
5 Projects 1, 2, and 3.

6 MS. MONCADA: Did we just lose
7 everyone?

8 A. The last thing I heard was during the same
9 time and then the phone dropped.

10 (Whereupon, the requested portion of the
11 record was read by the reporter as above
12 recorded.)

13 BY MR. COX:

14 Q. What you were saying is for projects that
15 were being built for SolarTogether and projects were
16 being built at the same time by and for NEER, [REDACTED]^A

17 [REDACTED]

18 [REDACTED]

19 A. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 Q. Was that by design or was it a function of
6 the timing of a procurement or some other reason?

7 A. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

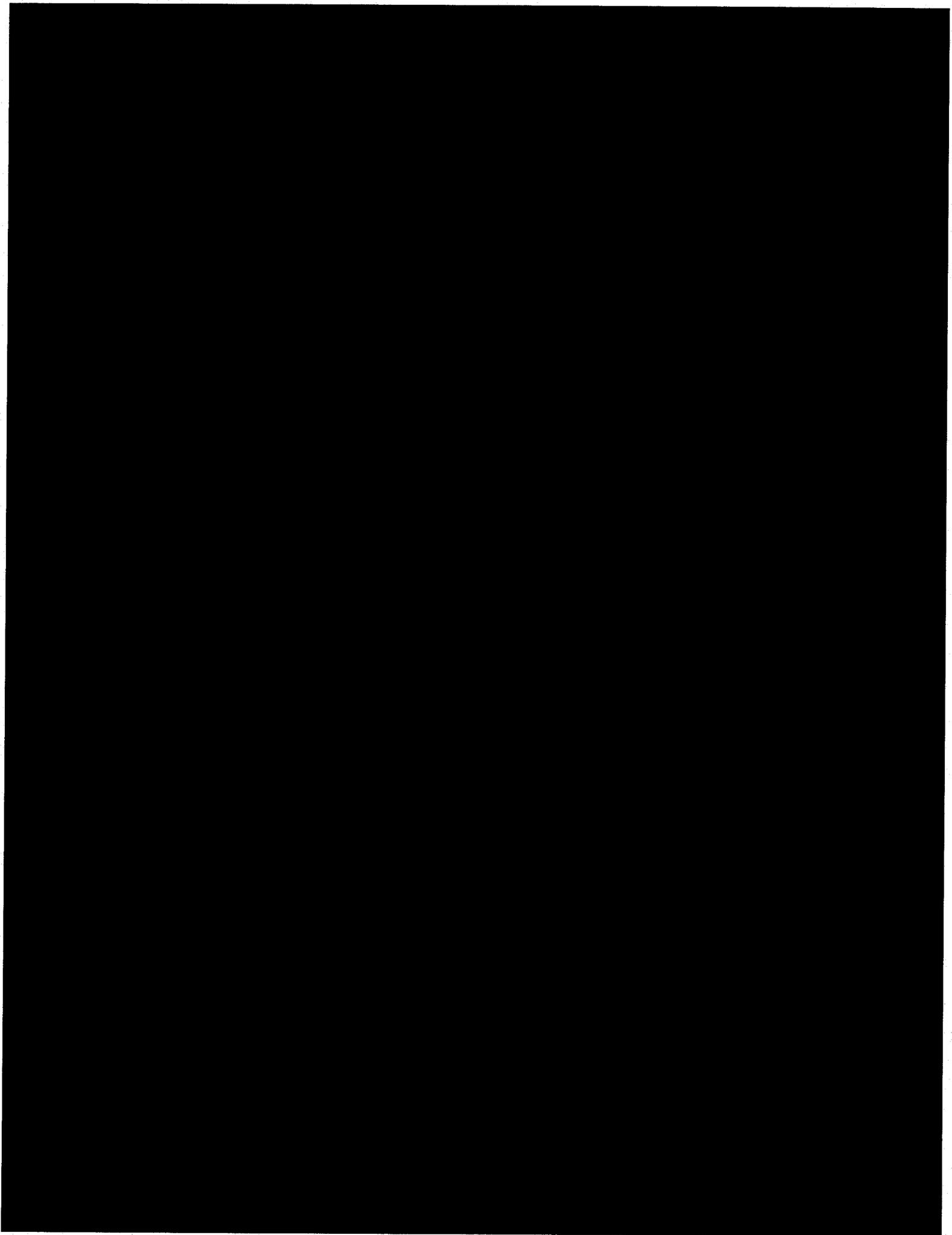
21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]



1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

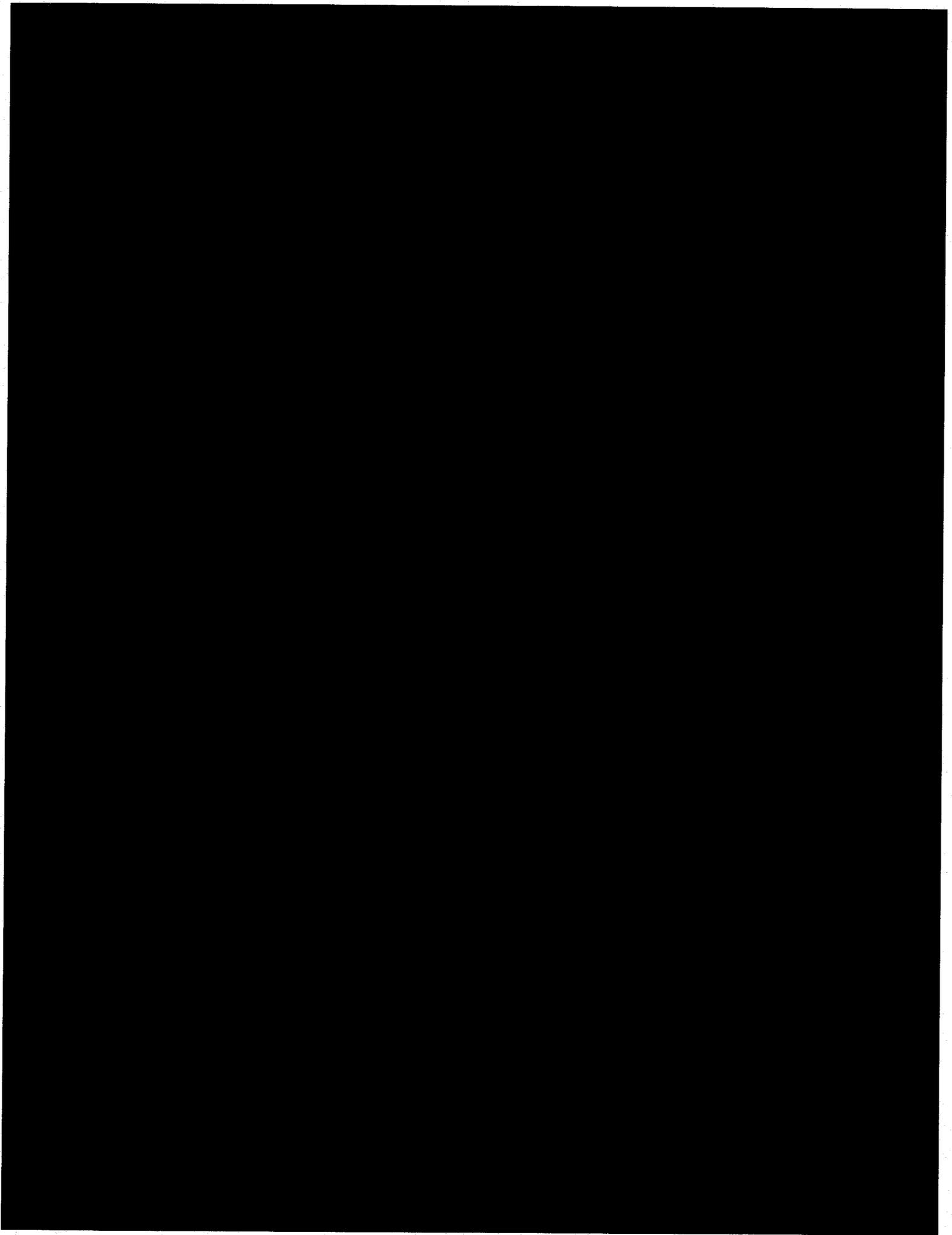
18 Q. Okay. What do you know about NextEra
19 Energy Partners?

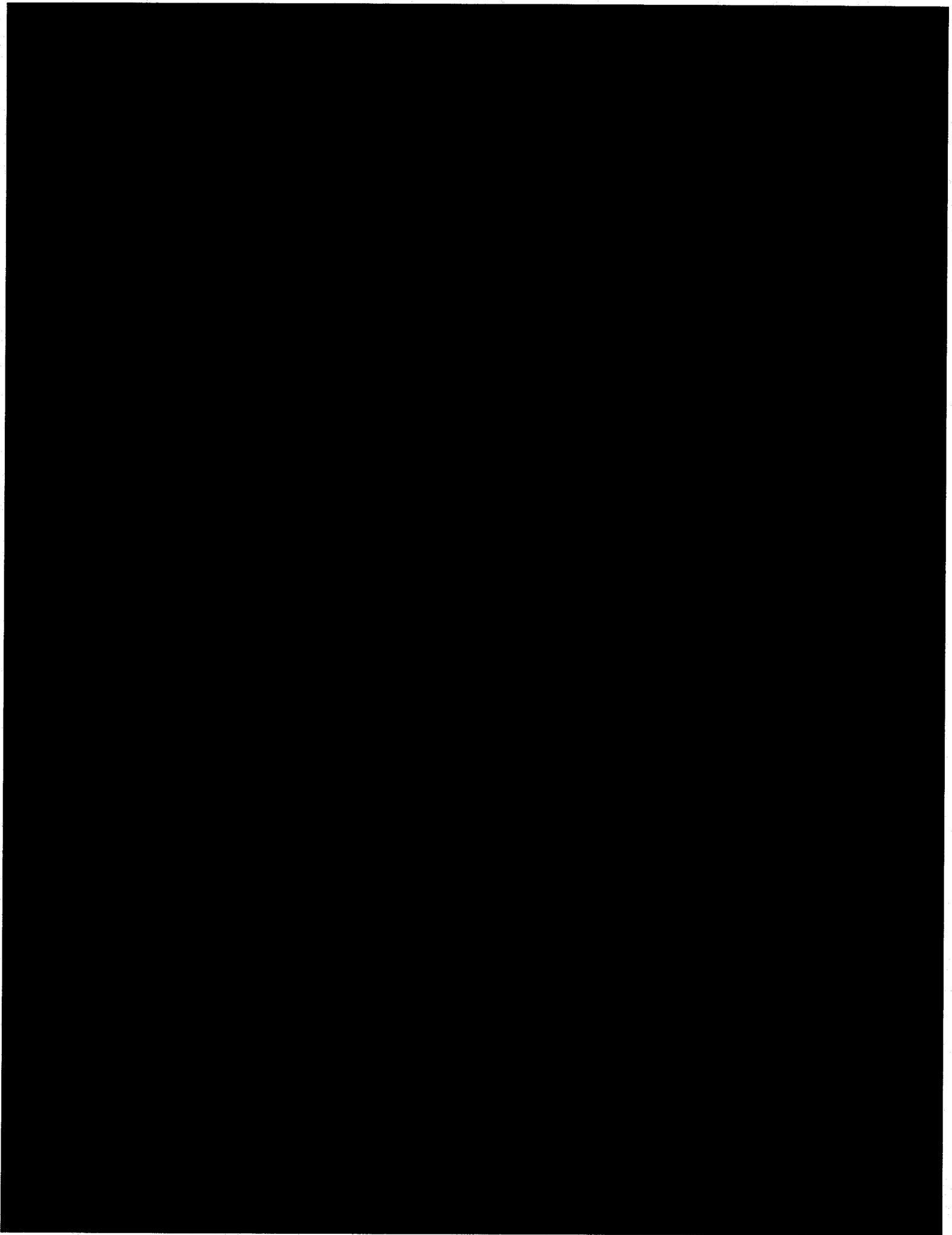
20 A. I mean, I know what the entity is. I know
21 what it does, but I'm certainly not a subject matter
22 expert in the company.

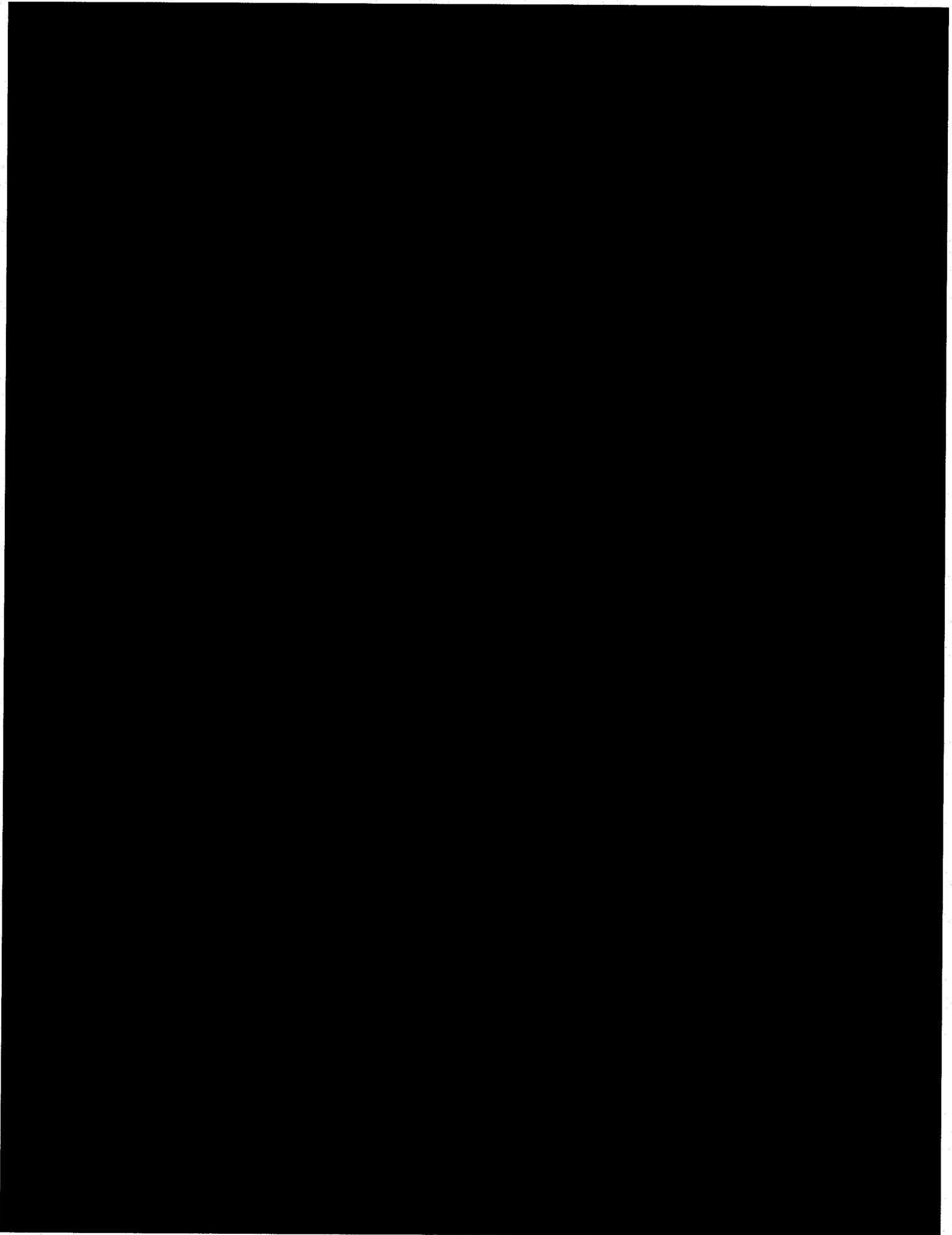
23 [REDACTED]

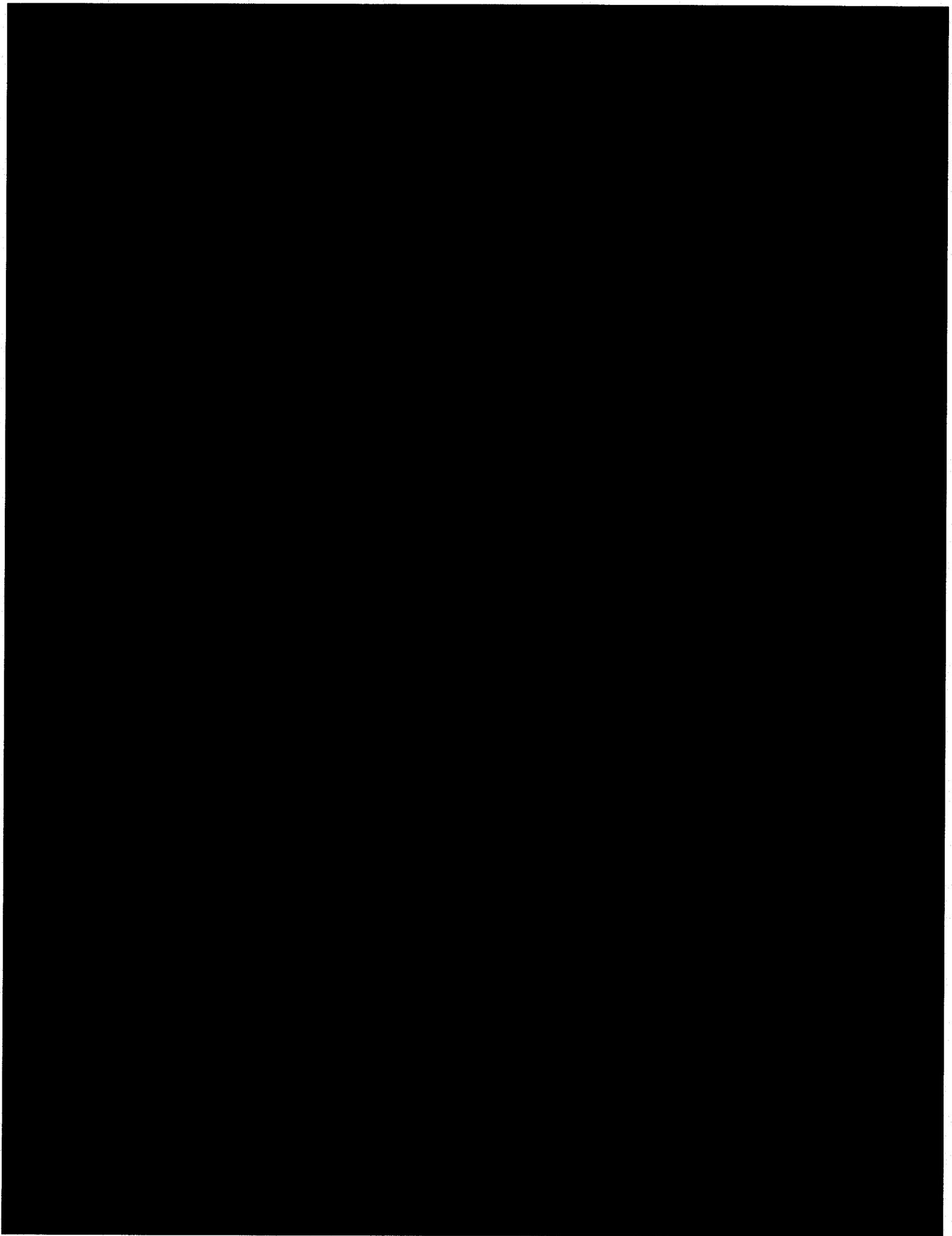
24 [REDACTED]

25 [REDACTED]









1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 A. Yes, I've seen that document.

6 Q. [REDACTED]

7 [REDACTED]

8 A. No, that is not.

9 Q. And would you accept subject to check -- I

10 don't have to spend time e-mailing, [REDACTED]^A

11 [REDACTED]

12 [REDACTED]

13 A. I would not find that out of line.

14 Subject confirmation that could be, yes.

15 Q. [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

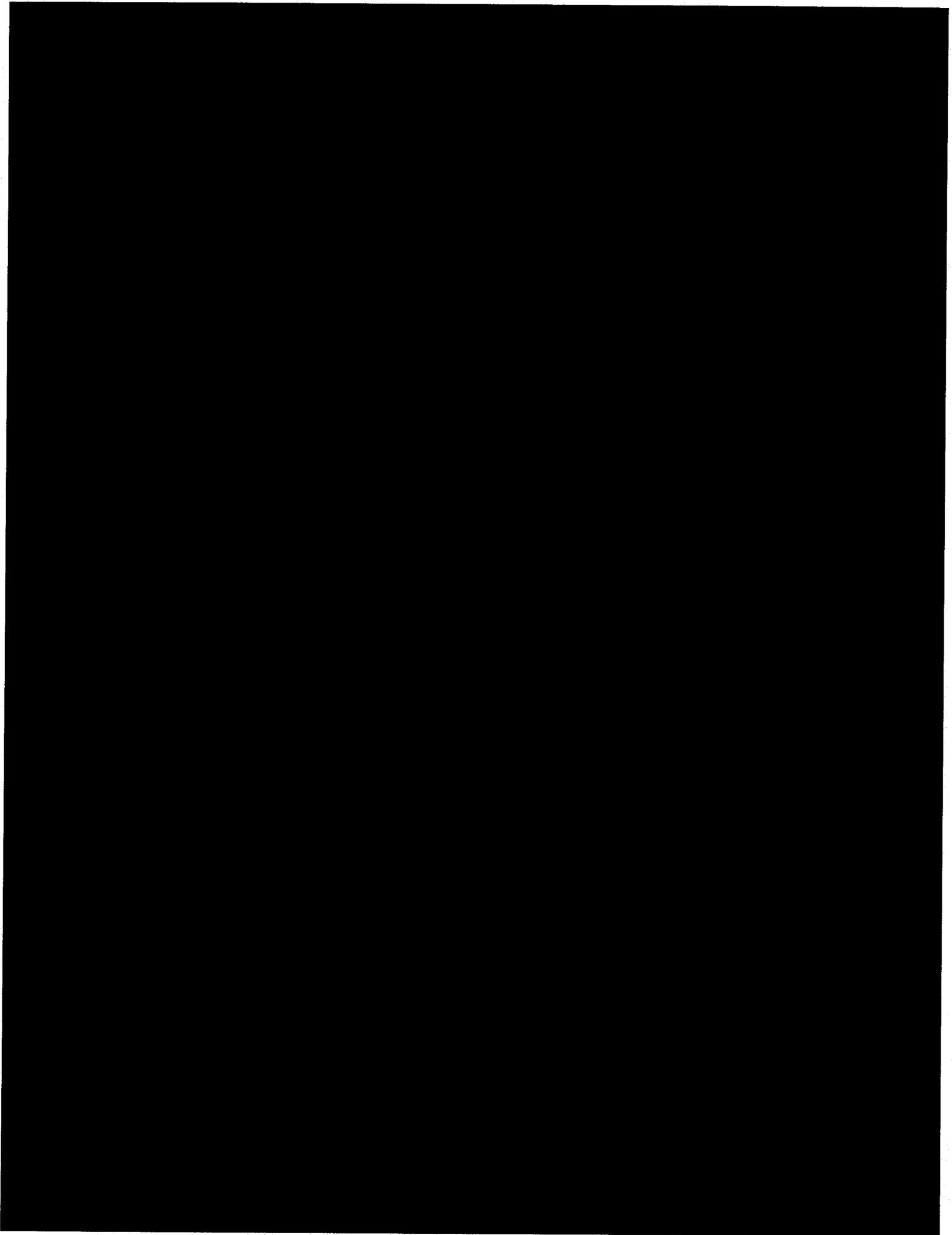
21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]



1 [REDACTED]
2 MS. MONCADA: Charles, I understand
3 you have some questions about [REDACTED]
4 [REDACTED] but I'm just, at this
5 point, not seeing the connection to the
6 issue.

7 MR. REHWINKEL: I'm about to make
8 it, Maria, give me a second.

9 MS. MONCADA: Sure.

10 BY MR. REHWINKEL:

11 Q. [REDACTED]
12 [REDACTED]

13 A. Yes. I believe so, but I'm not 100
14 percent certain.

15 Q. Okay. I'll represent to you that
16 [REDACTED]
17 [REDACTED]

18 A. That sounds like [REDACTED]^A and I'll take his
19 word for it. The answer is yes, I did get confirmation
20 that it is, yes.

21 Q. So here's -- and I looked at his testimony
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

1 and I would represent to you that that was because it
2 was constructed in less than 12 months.

3 Do you have any reason to disagree with
4 that?

5 A. I would say that I don't know what [REDACTED]^A
6 position was, but what you said makes sense because
7 it's factually correct.

8 Q. Just sort of comparison, if your number
9 for threshold for a company that's, gosh, I don't
10 know, seven or eight times the size [REDACTED]^A

11 [REDACTED]
12 [REDACTED]^A, it's just a
13 matter of logic; would you agree with that?

14 A. What you say seems to make sense. I
15 haven't run any numbers.

16 Q. I'm talking about [REDACTED]^A
17 [REDACTED]^A as long as it's 12 months
18 or greater project. So here's where I'm going and
19 this is [REDACTED]^A

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 A. That's my understanding.

25 Q. [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 Q. Okay. Did that make sense?

17 A. Yes, I understand and I appreciate that

18 explanation. It's something I had to ask because it

19 was a contrast that I needed to clear the air on.

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 Q. Okay. I went to Addison Electric
7 Institute conference presentation on page 49, do you
8 have that with you?

9 MS. MONCADA: He does.

10 Q. I went through and I added up these
11 megawatts and I forgot how many to add it up to the

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 Q. Can you bear with me just a second?

18 A. Yes. You haven't lost us. I'm still
19 sorting through something here.

20 Q. We should have some music playing in the
21 background.

22 A. Somebody may confirm this for me, I'm
23 coming with something under 300,000 modules for a 74
24 and a half megawatt project. And I got two thumbs up,
25 so I must have done really well.

1 MS. MONCADA: Charles, we have --
2 Bill's area takes a tremendous amount of
3 responsibility and we have some of his
4 support team here, so he was asking some
5 of his folks to confirm the module counts.

6 Q. I certainly expected that he would, and
7 I'm glad that he does. So \$300,000, if I -- that
8 would apply whether it was a NEER project or FPL
9 project?

10 A. There would be a range independent of
11 whether it's NEER or FPL, it would probably depend
12 more on whether it's a tracker fix tilt support. I
13 would say on average \$300,000 is not a bad number.

14 Q. If I just took all of these megawatts here
15 and divided them by 74 and a half, and then multiplied
16 that by \$300,000, I would have for the year 19 through
17 I guess what you had planned beyond 22, the number of
18 solar panels that you would be buying under the
19 projected NEER solar construction program; is that
20 right?

21 A. For that window of time, that would be a
22 reasonable approach.

23 Q. And then if I did the same thing with the
24 SolarTogether, you know, take your 1490 times -- I
25 mean divided by 74.5 times 300, that would give me the

1 **FPL piece?**

2 A. That's correct, but I think you're
3 comparing two different windows of time that don't
4 correlate with each other.

5 Q. Okay.

6 A. I was going to say --

7 Q. **Projects 1 and 2, they've already been**
8 **bought?**

9 A. The way that I would look at this, is that
10 if you look at the NEER total for 2019 to 2020, those
11 are COD dates which means that the equipment is --
12 equipment purchases have already been completed, which
13 is probably contemporaneous with the SoBRA, the 2020
14 SoBRA, and at least Projects 1, 2 and 3, and I think
15 if you do the math you're going to come up with maybe
16 not exactly the same, but they're going to be equal
17 weight for those parties of time or close to it.

18 Q. So you're saying -- what is it -- what is
19 the 2020 SoBra, how many megawatts is that?

20 A. 298.

21 Q. So 298 plus 1490?

22 A. It's 12 times 74 and a half.

23 Q. I got you.

24 And you're saying that those roughly in
25 that same time frame be equal panels for FPL, equal

1 panels for NextEra Energy Resources?

2 A. Yes.

3 Q. Is that the total universe of needs that
4 NextEra Energy, Inc. would be buying, assuming for the
5 sake of this question, that there was a bulk
6 procurement even if it was in separate vendor slugs
7 for this time period?

8 A. With one exception --

9 (Brief interruption.)

10 BY MR. REHWINKEL:

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

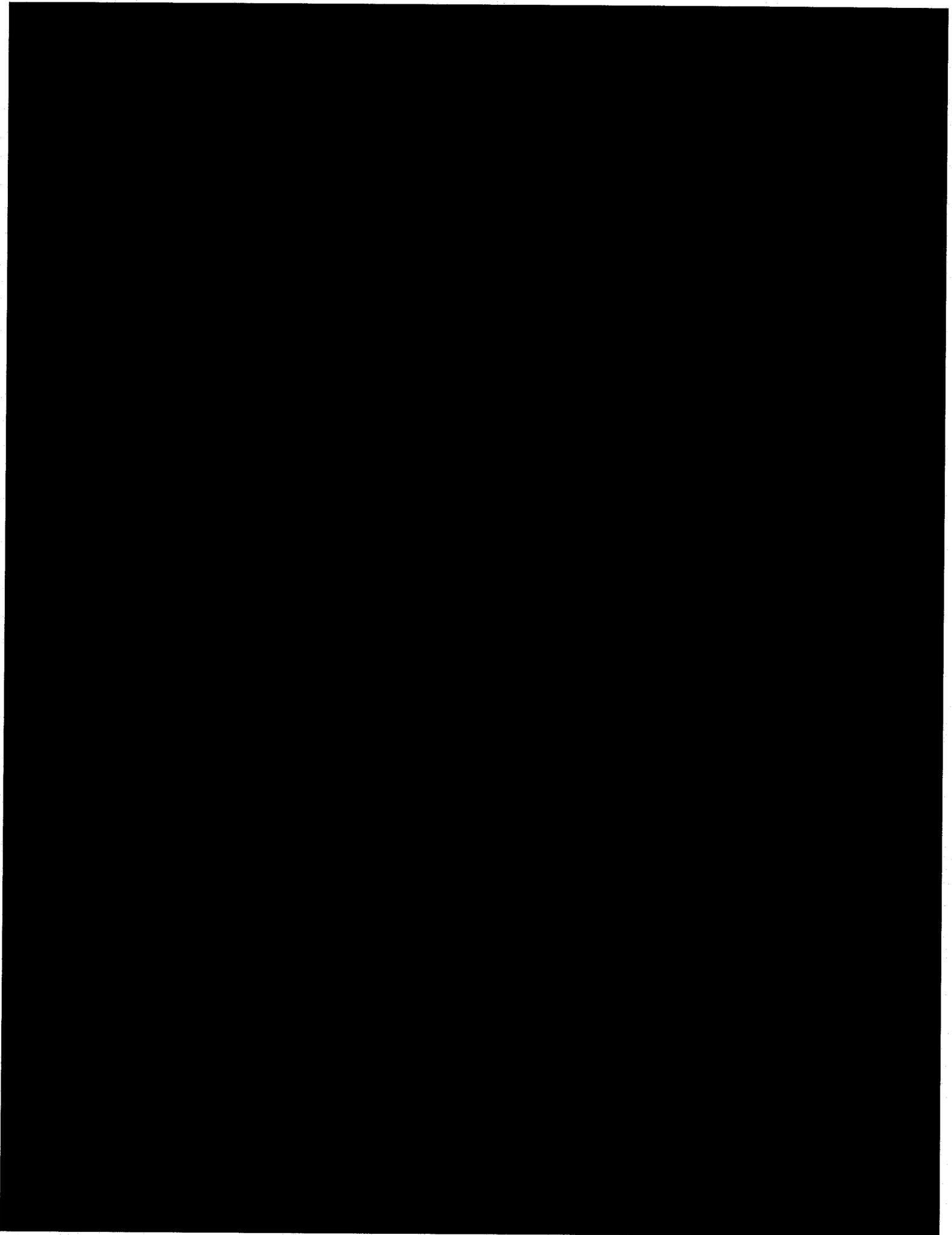
21 [REDACTED]

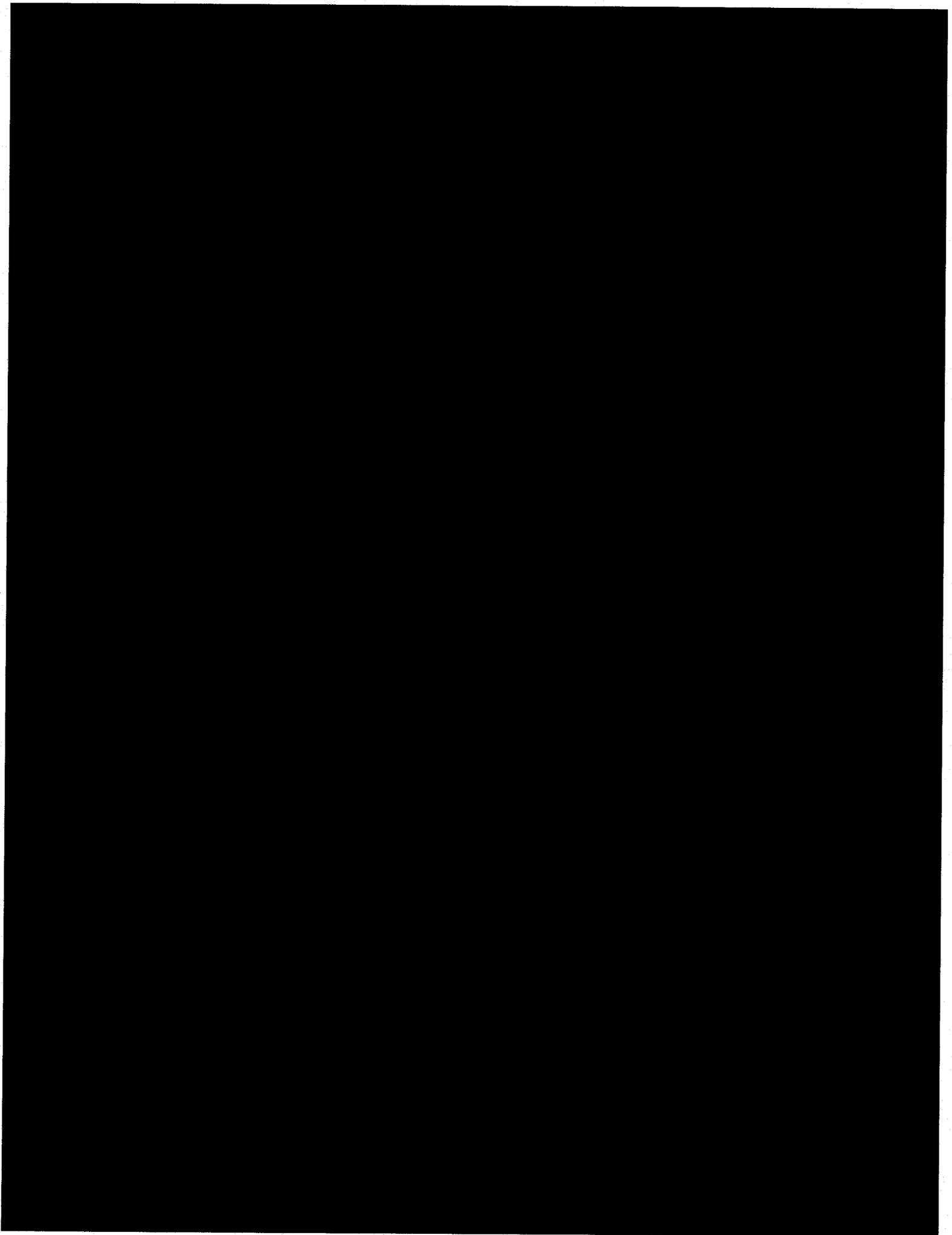
22 [REDACTED]

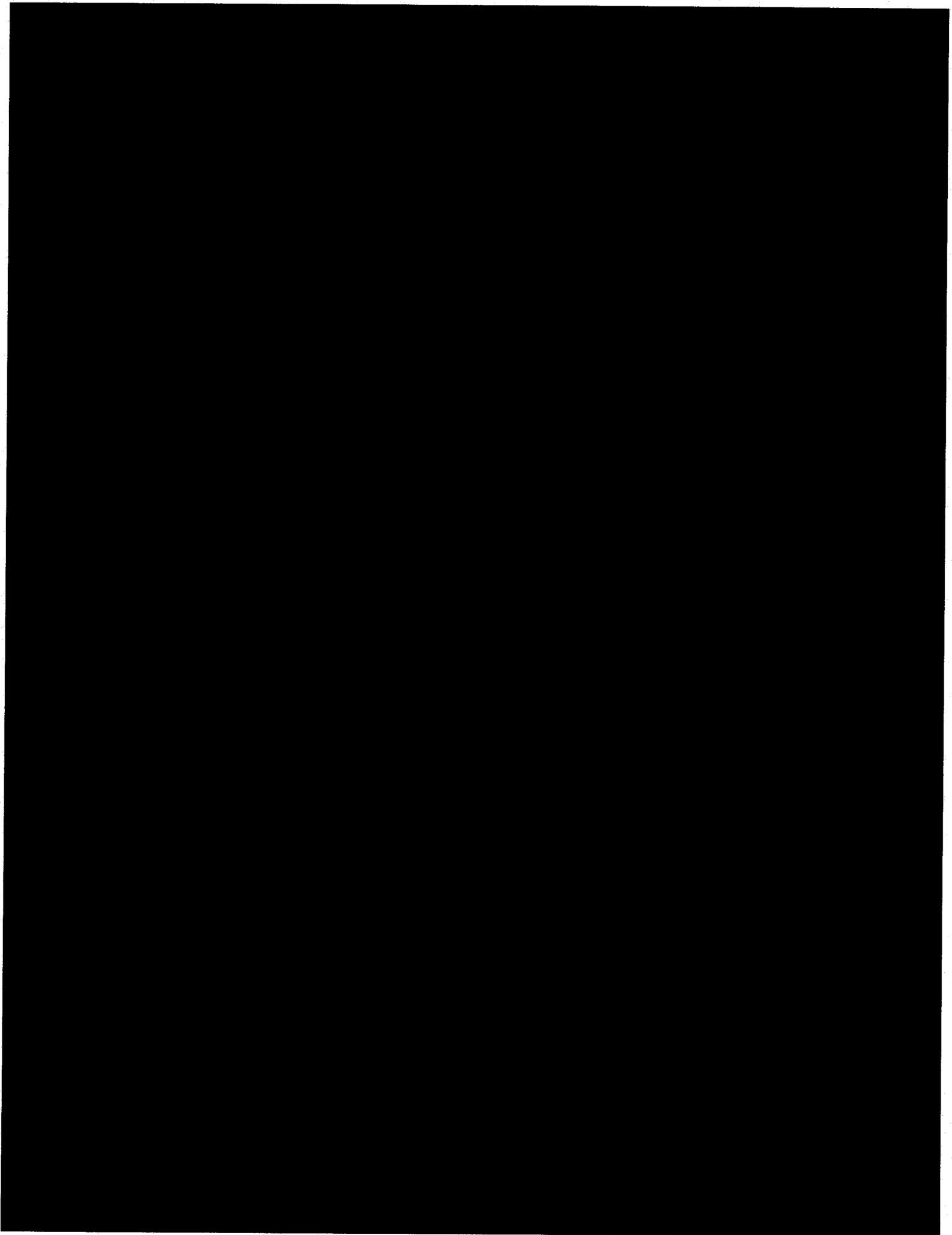
23 [REDACTED]

24 [REDACTED]

25 [REDACTED]



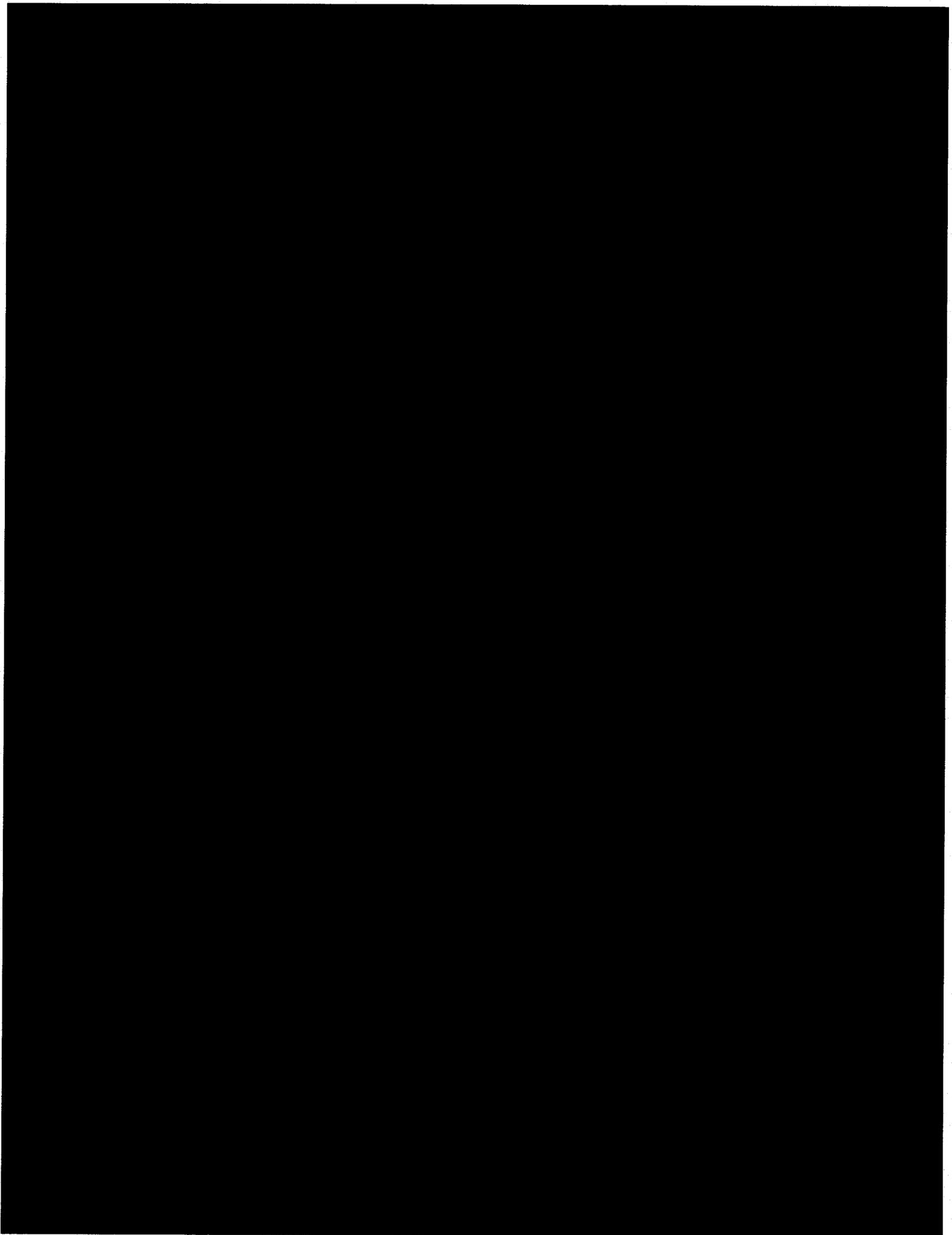




1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 Q. Is it fair to say that there is not an
17 overall levelizing mechanism that takes -- all the
18 purchases looks like -- we looked at the 1454, better
19 on the November investor presentation, and then the
20 1490 of SoBRA and solar together combined that are in
21 this time frame; there's nothing that says we're going
22 to put in place something that says everybody get the
23 same per unit price for the purchases that we made for
24 vendors A, B and C?

25 [REDACTED]



1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 Q. Let me stop you right there. It's 28
9 after. What I'll do is when we come back at 3:00, I
10 will point you to page and line of your testimony and
11 ask you directly about that. I'm not trying to kind
12 of get you to generalize or guess, I just want to
13 point you to something.

14 A. I understand and I appreciate that and
15 we'll help as best we can.

16 MR. REHWINKEL: Maria, what I'm
17 going to do, I'll take less than
18 30 minutes to conclude this at 3:00. And
19 I appreciate everything that's happened
20 today and I know that you all want to get
21 this done, but I know you got to go,
22 should we dial into this number at 3:00?

23 MS. MONCADA: Yes, please.

24 MR. REHWINKEL: Will do.

25 (A brief recess was taken from

1 2:28 to 3:01 p.m.)

2 BY MR. REHWINKEL:

3 Q. I just want to clear a couple of things up
4 about the two EPC documents that we have, but probably
5 can shortcut it by asking you about what is 1503,
6 which is Exhibit N, owner furnished equipment?

7 MS. MONCADA: Give us a second.

8 Charles, these are enormous and I don't --
9 I wasn't planning on marking these, but
10 it's up to you obviously, it's your
11 deposition.

12 BY MR. REHWINKEL:

13 Q. This is just a one-page document.

14 A. Are you referring to the one that was
15 attached to EPC for Project 1 or Project 2, or does it
16 matter?

17 Q. I believe that's for Project 1.

18 A. Okay. I have it in front of me.

19 Q. When I went through the documents, I
20 pulled out and asked for a copy of the EPC contract
21 for Project 1 and Project 2, which was the only ones
22 available at that time in the discovery production,
23 and there's a provision in there that it's like you
24 described, very aptly, [REDACTED]^A and then there was
25 a provision in there that recognizes that FPL, NextEra

1 was going to provide certain equipment, and that's
2 listed on Exhibit N to each of these agreements; is
3 that your understanding?

4 A. Yes.

5 Q. So my question is, and I don't know, maybe
6 you can pull out Exhibit N for Project 1, which is at
7 1708, again it's a one page document.

8 A. I'm looking for it. I have them both.

9 Q. Looking actually at -- looking at 1708,
10 which is Project 2. [REDACTED] A

11 [REDACTED]

12 A. I do.

13 Q. [REDACTED]

14 [REDACTED]

15 A. Correct.

16 Q. Then what we labeled Exhibit 3, which was
17 the memoranda, [REDACTED] A

18 [REDACTED]

19 A. That's correct.

20 Q. Can you reconcile that for me?

21 A. I can. And this is not unprecedented. At
22 the time we executed the EPC agreement, we expected we
23 would be using the [REDACTED] A and
24 shortly after the time that the EPC agreement for
25 Project 1 was executed, we recognized [REDACTED] A

1 be a better selection for the project.

2 So we actually processed a -- we call it a
3 deviation notice that ends up being with the issuance
4 of a change order to the contract. So the plan
5 evolved, but it was in an effort to either preserve or
6 make the project a better, optimized better from a
7 cost perspective. And I don't recall offhand what the
8 particular issue was, but as I said, it is documented
9 in a subsequent deviation notice and change order.

10 Q. Okay. Now there is a document, and we
11 don't need to refer to it, I don't think, it's a flow
12 chart that says scope, Exhibit B-2, scope change order
13 process?

14 A. Yes.

15 Q. Are you generally familiar with that?

16 A. I am. And to read it you need a big
17 magnifying glass.

18 Q. Yes, exactly.

19 Is that process how you went through this,
20 or is that for something different, which is a change
21 in scope of the project?

22 A. Technically this is a change in scope of
23 the project because we're changing out the owner
24 supplied equipment, and there very well could be
25 differences that flow from that, say in the design of

1 the DC collection system.

2 So the EPC contractor would likely have to
3 do something different than what they originally
4 planned and that is the process that we used to
5 document this.

6 Q. Then the V2 process is what you would have
7 done to document and implement the change [REDACTED]^A

8 [REDACTED]

9 A. Correct.

10 Q. We were talking about your direct
11 testimony and there was -- and I had asked you about
12 the circumstances that would cause -- that you
13 referenced that the -- it was one of your testimony,
14 you talked about the -- I guess the best panels have
15 gotten all taken into market, so you went to this
16 other panel that you're talking about?

17 A. That's direct testimony, page 6, the
18 question is line 14.

19 Q. I was looking for it. I circled it, but I
20 did it in yellow. I was looking for it in pencil,
21 okay. [REDACTED]^A

22 [REDACTED]

23 [REDACTED]^A during the required delivery window.

24 Tell me what happened there, if you can
25 answer.

1 A. I'll do my best.

2 Q. Okay.

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

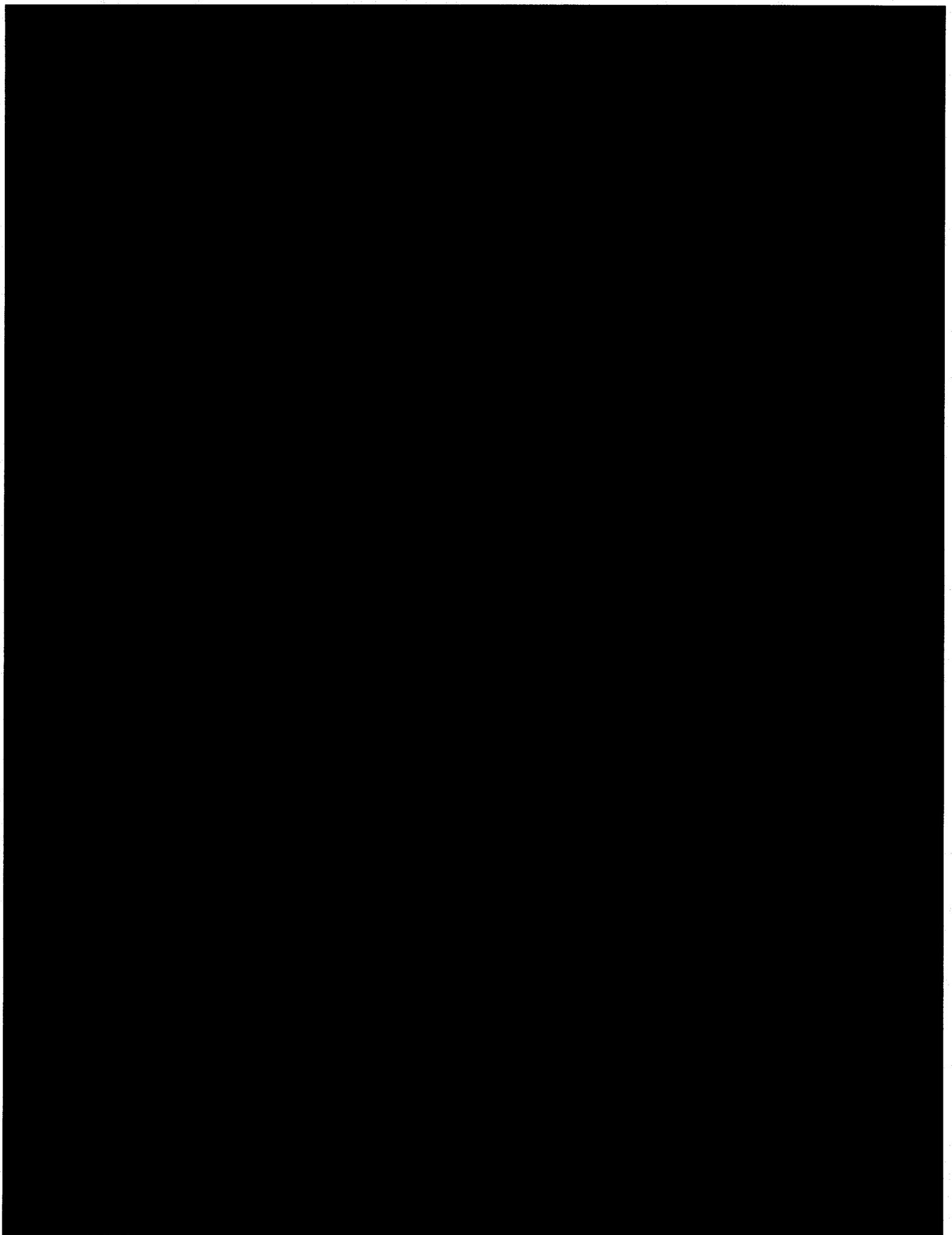
21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]



1 saying, and I'm just going to ask this to sort of --
2 have to ask the question, why wouldn't the company use
3 that efficiency [REDACTED]^A

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 A. Then that goes back to the conversation
8 that we had earlier, is that we -- it would then be in
9 the Power Plant Citing Act, that the permitting cycle
10 would be six months longer. The local permitting
11 agencies don't carry the same sway that they do, so
12 it's for all of the reasons that we talked about
13 earlier today is why we think that 74 and a half
14 megawatts is more of a sweet spot for what we're doing
15 in Florida.

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1

2

3 Q. I understand.

4 I went through VWM3 and it listed all the
5 projects and [REDACTED]^A on all of the three, and I was
6 trying to understand how would that -- how did that
7 end up that you kind of had that happen and then you
8 [REDACTED]^A which is just for three of the projects.
9 It sort of looks out of place there, essentially when
10 you know that there [REDACTED]^A, at least on
11 the first three.

12 Can you give me some insight as to how
13 that kind of ended up that way, and as a part of your
14 answer, if you can tell me, [REDACTED]^A

15

16 A. Yes, I will. Before we do that, I refer
17 to the interrogatory before that provides a more
18 fulsome discussion. It's your fifth set of
19 interrogatories, Interrogatory Number 23. I think it
20 provides a little more color around what I just tried
21 to explain with respect to the modules.

22 Q. Going back to the question you just asked,
23 one of the factors that we were working with when it
24 came to allocation of modules for the projects is
25 298 -- Let me back up one step. And you mentioned it

1 earlier, almost all of the suppliers, as a matter of
2 fact, I would submit that all the suppliers are global
3 players and they have a -- they have a finite amount
4 of production per year. Some of them can produce a
5 thousand megawatts a year, some of them can produce
6 3,000 megawatts a year, but they have to allocate
7 their total production throughout the world.

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 Q. Yes. It leads me to this question, it
24 seems like if you have these allocation issues, that
25 not only do you have to consider and adapt to the

1 number of modules that are being allocated in the

2 U.S., then you have [REDACTED] ^A

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED] ^A -- I'm not suggesting you did it that way,

8 but it's sort of appears that was the criteria, if you

9 had -- [REDACTED] ^A

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 Just going back to things like economy

23 scale and standardization, [REDACTED] ^A

24 [REDACTED]

25 [REDACTED]

1 with. So it was an efficiency/economy of scale
2 approach because then they could have one DC system
3 design, for example, DC collection design.

4 Q. So the long pole and the ten are the
5 driver, if you will, would have been the EPC process,
6 not the other way around --

7 A. Yes.

8 Q. -- that it was heavily influenced by the

9 [REDACTED]

10 A. Yes.

11 Q. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 Q. Just to close the loop on page 6, the best
19 modules, the best efficiency modules got snapped up
20 and you have something different than you used in the
21 2020 SoBras?

22 A. Yes.

23 Q. Can you give me some level of comfort
24 about whether NEE -- I mean, NextEra Energy Resources
25 or NEER, was an entity that got the better modules and

1 left FPL with the less desirable module, and I'm just
2 trying to get the concept out there whether that was a
3 dynamic.

4 A. Yes.

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 Q. Who was the supplier of these, just for
6 shortcut purposes, the desk modules, who makes those?

7 A. Actually they all do. Each year, if you
8 think about it, I don't know if you're old enough to
9 remember the milk man delivering milk in bottles where
10 the cream rose to the top.

11 A. I am.

12 Q. So this is very much like that. They all
13 have the ability to produce a certain number of these
14 higher wattage modules and each year in their
15 production, since they have a hard time predicting
16 who's going to want what modules, [REDACTED] A

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 So when they develop their production
21 schedules at the beginning of the year, they don't
22 plan to make as many megawatts of the hire wattage
23 materials. [REDACTED] A

24 [REDACTED]

25 [REDACTED]

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

7 So it isn't that one supplier does
8 exclusively one and another supplier doesn't, they all
9 for the most part have the capability of producing a
10 limited amount higher wattage modules. [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 Q. Okay. That answers my question. Thank
16 you. If I could get you to look again real quickly at
17 the investor presentation on page 49.

18 Q. Yes, sir.

19 A. Let's look at these projects in the 2019,
20 2020 section, Roman numeral III. It says 125
21 megawatts, could you tell me if that 125, is that a
22 specific site or is that a combination of a
23 geographically distinct location?

24 Q. [REDACTED]
25 [REDACTED]

1 Q. It's a 125 megawatt project?

2 A. 125 megawatts alternating current.

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 Q. What I'm trying to -- I don't want to go
16 through all these because of the time, I'm trying to
17 identify are there projects in here that are greater
18 than 75 megawatts that are outside of Florida or
19 outside the FPL footprint, that NextEra highly
20 experienced and obviously found that it makes business
21 sense if it feels different than 75 megawatts. That's
22 sort of what I'm pushing around here.

23 A. So the way that I would -- I don't know if
24 any these 2019, 2020 ones are listed that way, but I
25 do know in the past we have worked on projects, in one

1 case from California, where there were two separate
2 sites. They were both 250 megawatts AC. They were
3 about three and a half or four hours apart. One was
4 in Nevada and one was close to the light site that we
5 managed in a similar fashion internally.

6 Q. Okay.

7 A. So the circumstances are not identical to
8 what we're doing in Florida, but it's not uncommon for
9 us from an engineering construction project management
10 perspective to manage activities at two different
11 sites that are not geographically near each other.

12 As a matter of fact, it's not just limited
13 to solar technology. I happen to work on two projects
14 in Texas, one near Dallas, and one near Austin, Texas
15 in the early 2000s. They were advanced combustion
16 turbine combined cycle projects, and though those were
17 four hours apart, we managed them as a single project.

18 Q. Okay. So it would be fair to say in this
19 section right here, you have -- obviously you have 75
20 megawatt projects, you might have projects that are a
21 combination of noncontiguous sites that are managed,
22 but in the construction and development process of the
23 single project, and you have some that are just above
24 75 megawatts on the contiguous for single site; is
25 that fair?

1 A. Yes. I believe -- and I know it's bigger,
2 but I believe that [REDACTED]^A
3 [REDACTED] 150 megawatts [REDACTED]^A is
4 120 megawatts, but we had a common project management
5 team managing both projects.

6 Q. But [REDACTED]^A was to be all in the area of
7 the 120 megawatts, single site?

8 A. I think so.

9 Q. I'm done with that document there and I
10 just have a couple of quick questions. I was going to
11 keep it at 30 minutes. You're very helpful in your
12 answers, so I just misestimated my time. I say that
13 with admiration, you're giving me direct answers to my
14 questions, and I appreciate it.

15 A. We're trying.

16 Q. [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 A. [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

1 [REDACTED]
2 [REDACTED]
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11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 Q. When we go to page 12 and 13, in this area
22 you said -- this was not these people, unless they
23 also did this work, did the people you talked about
24 here were interconnection and substation work, and
25 these wouldn't be the EPC, right?

1 A. No, the substation was a different cast of
2 characters.

3 Q. Just to be sure.

4 Finally, let's talk about this -- I had
5 asked you about whether, based on what happened in the
6 changes and the PDC from a bundled approach to
7 individual projects, and you used the term fundamental
8 shift. I was asking you, is that sort of at least the
9 norm you would go forward if you built more projects
10 or programs in the near future, were you going to be
11 likely managing them in the constructing them on an
12 individual site basis, and you use the term
13 fundamental shift, and I wanted you to explicate, if
14 you could?

15 A. I will do the best I can.

16 Q. Okay.

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

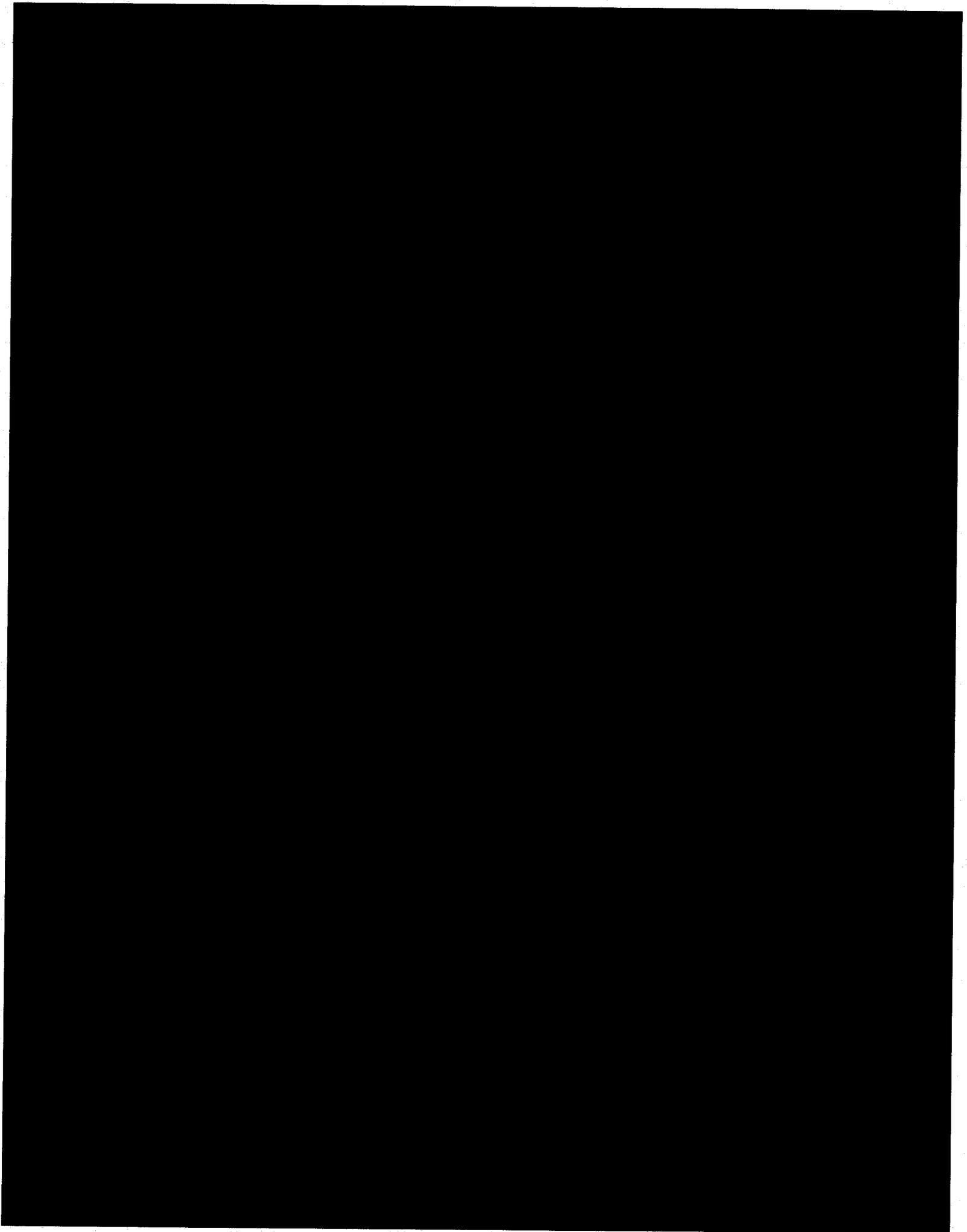
21 [REDACTED]

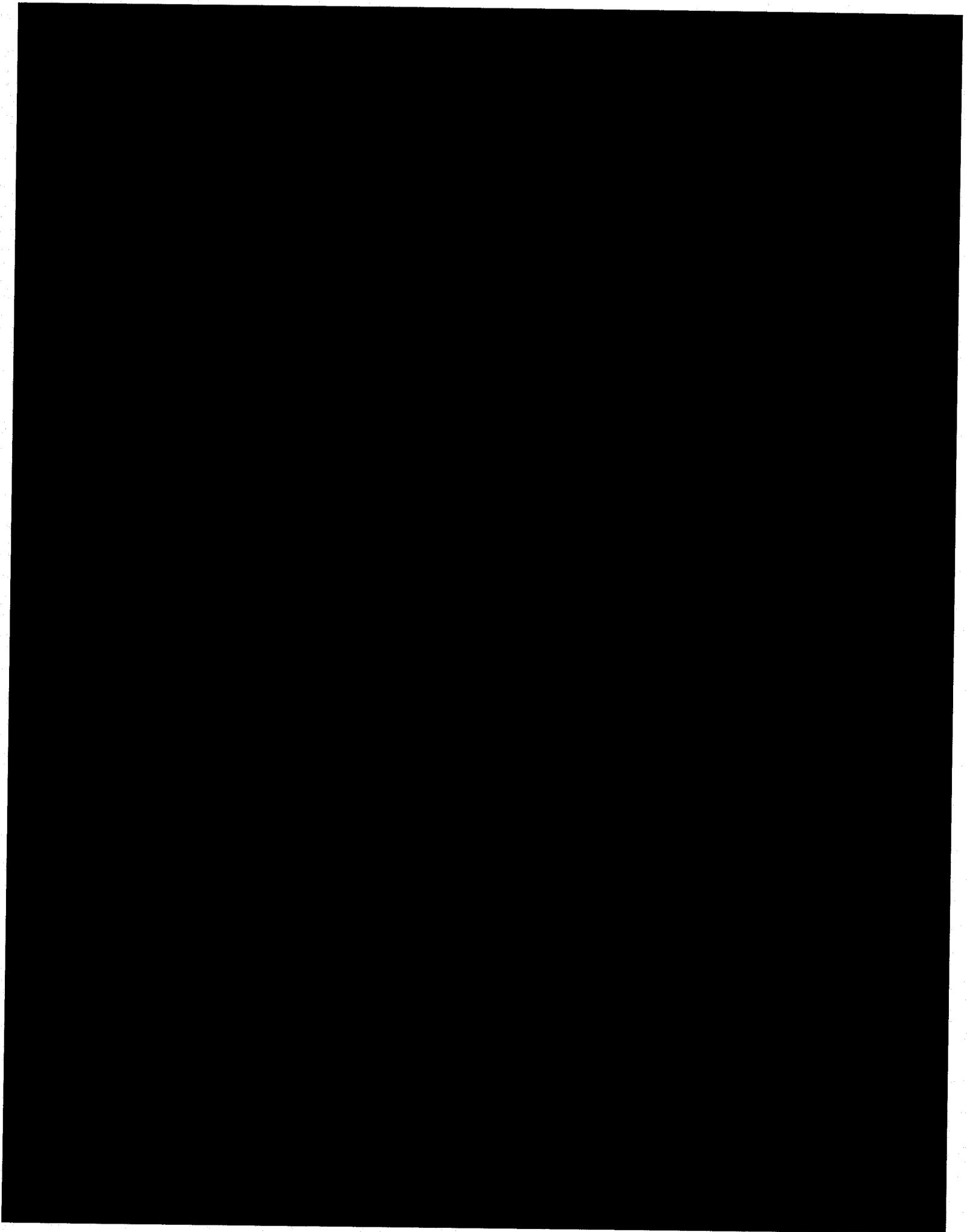
22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]





1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 MR. REHWINKEL: I appreciate your
8 answer and the deeper explanation. I
9 understand it and it makes sense to me, at
10 least.

11 With that, I don't have any more
12 questions. I apologize for running a
13 little late on my half hour, and I
14 appreciate your willingness to answer
15 fully all of my questions, and so I thank
16 you.

17 MR. BRANNEN: You're more than
18 welcome. I recognize this stuff is not
19 intuitively obvious. We flooded you with
20 you with a bunch of documents and without
21 Rosetta Stone, sometimes it's hard to
22 decipher.

23 MR. REHWINKEL: I appreciate you
24 you doing that. Thank you.

25 We want to order a transcript, yes.

1 Are you all ordering a copy?

2 MS. MONCADA: We'll have a copy.

3 I don't have any redirect and we'll
4 read.

5 (Thereupon, the proceedings
6 concluded at 3:42 p.m.)

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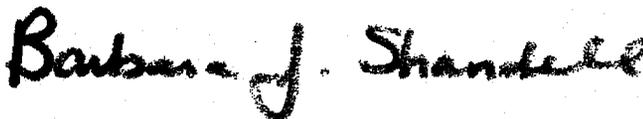
CERTIFICATE OF OATH

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned authority, certify that
WILLIAM BRANNEN personally appeared before me and was
duly sworn on the 17th day of December, 2019.

Signed this 23rd day of December, 2019.



Barbara J. Shandell, RPR, FPR
Notary Public - State of Florida
My Commission No. FF 945479
My Commission Expires: January 27, 2020

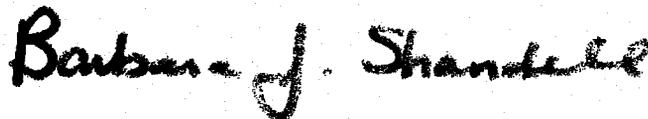
CERTIFICATE OF REPORTER

THE STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, Barbara J. Shandell, Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of WILLIAM BRANNEN, pages 1 through 171; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 23rd day of December, 2019.



Barbara J. Shandell, RPR, FPR

December 18, 2019

WILLIAM BRANNEN

c/o Maria Moncada, Esquire

700 Universe Boulevard

Juno Beach, Florida 33408

Maria.moncada@fpl.com

IN RE: Florida Public Service Commission

CASE NO.: 50-2016-CA-014477-XXXX-MB

Please take notice that on the 17th day of December, 2019, you gave your deposition in the above cause. At that time you did not waive your signature. The above-addressed attorney has ordered a copy of this transcript and will make arrangements with you to read their copy. Please execute the Errata Sheet, which can be found at the back of the transcript, and have it returned to us for distribution to all parties.

If you do not read and sign the deposition within a reasonable amount of time, the original, which has already been forwarded to the ordering attorney, may be filed with the Clerk of the Court.

If you wish to waive your signature now, please sign your name in the blank at the bottom of this letter and return it to the address listed below.

Very truly yours,

Barbara J. Shandell, RPR, FPR

Phipps Reporting

1551 Forum Place, Suite 200E

West Palm Beach, Florida 33401

I do hereby waive my signature.

24 _____
WILLIAM BRANNEN

25

1 ERRATA SHEET
2 DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE
3 IN RE: Florida Public Service Commission
4 DOCKET NO. 20190061-EI
5 WITNESS: WILLIAM BRANNEN TAKEN: 12/17/2019

6	PAGE	LINE	CHANGE	REASON FOR CHANGE
7				
8				
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22 Under penalties of perjury, I declare that
23 I have read the foregoing document and that the facts
24 stated in it are true.

25 Date _____ WILLIAM BRANNEN _____

EXHIBIT C

JUSTIFICATION TABLE

EXHIBIT C

COMPANY: Florida Power & Light Company
TITLE: List of Confidential Documents
DOCKET NO.: 20190061-EI
DOCKET TITLE: FPL Petition for approval of FPL Solar Together Program and Tariff
SUBJECT: Transcript of Deposition of William Brannen
DATE: January 10, 2020

Set	Page Nos.	Confidential Y/N	Line No./ Col. No.	Florida Statute 366.093(3) Subsection	Declarant
Deposition Transcript of William Brannen	1-102	N	N/A	N/A	William Brannen
	103	Y	Lines 4-10	(d)	
	103	Y	Lines 16-18	(d)	
	104	Y	Line 12, Col A Line 13, Col A	(d) (d)	
	105	Y	Line 9 – Line 10, Col A Line 17 Col A	(d) (d)	
	106	Y	Line 10, Col A – Line 11 Line 12 Line 14, Col A – Line15 Line 16, Col A – Line 21	(d) (d) (d) (d)	
	108	Y	Line 13, Col A – Line 21	(d)	

Set	Page Nos.	Confidential Y/N	Line No./ Col. No.	Florida Statute 366.093(3) Subsection	Declarant
Deposition Transcript of William Brannen	109	Y	Line 9, Col A – Line 13 Line 15, Col A – Line 24	(a) (a)	William Brannen
	110	Y	Line 1, Col A	(a)	
	111	Y	Line 10, Col A – Line 13 Line 16, Col A – Line 19	(a) (a)	
	112	Y	Line 24, Col A – Line 25	(a)	
	113	Y	Line 1 – Line 2, Col A Line 8, Col A – Line 14 Line 20, Col A – Line 22 Line 24 Col A- Line 25	(a) (a) (a)	
	114	Y	Line 3, Col A – Line 8 Line 12, Col A- Line 17 Line 22, Col A- Line 25	(a) (a) (a)	
	115	Y	Line 1 – Line 4, Col A Line 21, Col A – Line 23	(a) (a)	
	117	Y	Line 14-15	(d)	
	119	Y	Line 11, Col A – Line 18	(d)	
	120	Y	Line 16 Col A – Line 25	(d)	
	121	Y	Line 1-Line 4 Line 7 – Line25	(d) (d)	

Set	Page Nos.	Confidential Y/N	Line No./ Col. No.	Florida Statute 366.093(3) Subsection	Declarant
Deposition Transcript of William Brannen	122	Y	All	(d)	William Brannen
	123	Y	Line 1- Line 17 Line 23 -25	(d) (d)	
	124	Y	All	(d)	
	125	Y	All	(d)	
	126	Y	All	(d)	
	127	Y	All	(d)	
	128	Y	Line 1- 4 Line 6-7 Line 10, Col A- Line 12 Line 15 -Line 25	(d) (d) (d) (d)	
	129	Y	All	(d)	
	130	Y	Line 1 Line 3Col A – Line 4ColA Line 11-12 Line 16-17, Col A Line 18 Line 22-25	(d) (d) (d) (d) (d) (d)	
	131	Y	Line 5 Col A Line 10 Col A – Line 11 Line 12 Col A Line 16 Col A- Line 17 Line 19 Col A- Line 23 Line 25	(d) (d) (d) (d) (d) (d)	

Set	Page Nos.	Confidential Y/N	Line No./ Col. No.	Florida Statute 366.093(3) Subsection	Declarant
Deposition Transcript of William Brannen	133	Y	All	(d)	William Brannen
	134	Y	Line 1-5 Line 12-16	(d) (d)	
	137	Y	Line 11-25	(d)	
	138	Y	All	(d) (d)	
	139	Y	All	(d)	
	140	Y	All	(d)	
	141	Y	Line 1-15 Line 25	(d) (d)	
	142	Y	All	(d)	
	143	Y	Line 1-7	(d)	
	144	Y	Line 24 Col A	(d)	
	145	Y	Line 10 Col A – Line 11 Line 13-14 Line 17 Col A-Line 18 Line 23 Col A Line 25 Col A	(d) (d) (d) (d) (d)	
	147	Y	Line 7 Col A – Line 8 Line 21 Col A – Line 23A	(d) (d)	

Set	Page Nos.	Confidential Y/N	Line No./ Col. No.	Florida Statute 366.093(3) Subsection	Declarant
Deposition Transcript of William Brannen	148	Y	Line 3- 25	(d)	William Brannen
	149	Y	All	(d)	
	150	Y	Line 3 Col A-Line 6 Line 16-25	(d) (d)	
	151	Y	Line 1-2 Line 5 Col A Line 8 Col A Line 10 Col A Line 14 Col A – Line 15	(d) (d) (d) (d) (d)	
	152	Y	Line 8-25	(d)	
	153	Y	Line 1-22	(d)	
	154	Y	Line 2 Col A – Line 7 Line 9 Col A – Line 21 Line 23 Col A Line 24 Col A – 25	(d) (d) (d) (d)	
	155	Y	Line 5 Col A Line 9 Col A Line 11-17	(d) (d) (d)	
	156	Y	Line 5-25	(d)	
	157	Y	Line 1-4 Line 16 Col A – Line 19 Line 23 Col A – Line 25	(d) (d) (d)	

Set	Page Nos.	Confidential Y/N	Line No./ Col. No.	Florida Statute 366.093(3) Subsection	Declarant
Deposition Transcript of William Brannen	158	Y	Line 1-6 Line 10 Col A- Line 14 Line 24-25	(d) (d) (d)	William Brannen
	159	Y	Line 3-14	(d)	
	161	Y	Line 2 Col A Line 3 Col A and B Line 6 Col A Line 16-25	(d) (d) (d) (d)	
	162	Y	Line 1-20	(d)	
	163	Y	Line 17-25	(d)	
	164	Y	All	(d)	
	165	Y	All	(d)	
	166	Y	Line 1-6	(d)	

EXHIBIT D

DECLARATIONS

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Florida Power & Light Company
for Approval of FPL SolarTogether Program and
Tariff

Docket No: 20190061-EI

STATE OF FLORIDA)
)
PALM BEACH DADE COUNTY)

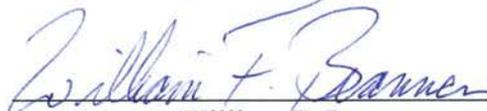
DECLARATION OF WILLIAM F. BRANNEN

1. My name is William F. Brannen. I am currently employed by NextEra Energy Resources, LLC (“NEER”) as Senior Director for Project Engineering Due Diligence. My business address is 700 Universe Blvd., Juno Beach, Florida 33408. I have personal knowledge of the matters stated in this written declaration.

2. I have reviewed the documents that are included in Florida Power & Light Company’s (“FPL”) Request for Confidential Classification regarding the transcript of my deposition, for which I am listed as the declarant. The documents or materials that I have reviewed and which are asserted by FPL to be proprietary confidential business information constitute trade secrets and contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of at least an additional eighteen months (18) months. In addition, these materials should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents. .

4. Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true to the best of my knowledge and belief.


William F. Brannen

Date: 1/9/2020