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BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:

DOCKET NO. 20200001-EI

FUEL AND PURCHASED POWER  
COST RECOVERY CLAUSE WITH  
GENERATING PERFORMANCE  
INCENTIVE FACTOR.

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VOLUME 3  
PAGES 453 through 547

PROCEEDINGS: HEARING

COMMISSIONERS  
PARTICIPATING: CHAIRMAN GARY F. CLARK  
COMMISSIONER ART GRAHAM  
COMMISSIONER JULIE I. BROWN  
COMMISSIONER DONALD J. POLMANN  
COMMISSIONER ANDREW GILES FAY

DATE: Tuesday, November 3, 2020

TIME: Commenced: 10:20 a.m.  
Concluded: 5:12 p.m.

PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

REPORTED BY: ANDREA KOMARIDIS WRAY  
Court Reporter

APPEARANCES: (As heretofore noted.)

PREMIER REPORTING  
114 W. 5TH AVENUE  
TALLAHASSEE, FLORIDA  
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I N D E X

WITNESSES

NAME :

PAGE NO.

ROBERT COFFEY

Continued Examination by Mr. Rehwinkel  
Further Examination by Ms. Moncada

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EXHIBITS

NUMBER:	ID	ADMITTED
54 - FPL RCE - Public Version OPC Exhibit 8	460	528
55 - Staff Interrogatory 41 Response OPC Exhibit 2	462	528
56 - St Lucie 1 Generator Ground Fault Analysis OPC Exhbit 3	483	528
57 - Siemens Stator Ground Fault Report OPC Exhibit 4C	498	
58 - Ground Fault Root Cause Statement OPC Exhibit 6C	499	

1 P R O C E E D I N G S

2 (Transcript follows in sequence from  
3 Volume 2.)

4 CONTINUED EXAMINATION

5 BY MR. REHWINKEL:

6 Q Now, the fact that -- that you engaged Siemens  
7 to do the rewind while you were doing a root-cause-  
8 analysis process didn't mean that -- that you didn't  
9 find them to be at fault or responsible in any way; you  
10 just had to get the OEM to do it, if it was going to be  
11 done within the shortest possible time; is that right?

12 A Ye- -- yes, but whenever we award a scope of  
13 work, we do a decision-making review to determine who we  
14 believe the best vendor that we would select is to go  
15 do. And we do that every time. And that review  
16 concluded that Siemens would be our best success path.

17 So, it -- it wasn't just Siemens gets it  
18 because they do our generators. It still went through  
19 our review process to make sure that we were selecting  
20 who we would get the most assurance with.

21 Q Okay. But the fact that you chose Siemens  
22 didn't mean that -- that you didn't believe or you had  
23 already determined within that week or two that they had  
24 done nothing wrong in the 2012 rewind; is that fair?

25 A Yes, I believe it would be fair to say that we

1 do quite a bit of work with lots of vendor partners.  
2 Siemens is one of them. And we routinely critique and  
3 oversee their FME practice, foreign material exclusion  
4 practices, to make sure they're consistent with ours.

5 And we believe that their program, as well as  
6 ours, meets the industry standard and the best benchmark  
7 of -- of any of the -- the vendor partners. So, we had  
8 confidence that they could do it correctly.

9 **Q Okay. But just since you brought that up, you**  
10 **didn't do an FME-practices review within the time**  
11 **that -- between April 25th and whenever you awarded them**  
12 **the scope of work to do the rewind, right?**

13 A That's -- that's not correct. We -- we do --  
14 that's part of the -- those items are part of any  
15 contract that we award to our vendor partners, and  
16 they're done every time, including witness points and  
17 oversight activities associated with them as well.

18 And our FME program is undergoing constant --  
19 foreign material exclusion program -- it's undergoing  
20 constant assessment activities to make sure that it  
21 meets -- it meets the market.

22 And, as a matter of fact, I talked about our  
23 condition report program earlier that writes up any  
24 issues if there were a deficiency with such and then we  
25 would take learnings from that and bolster it. That's a

1 daily activity as well.

2 So, I would say our program and process is  
3 continuously assessed. And when we award contracts,  
4 it's -- it's put through its paces as well.

5 Q Okay. And I probably didn't ask the question  
6 right. You didn't make an assessment of whether, in  
7 2012, Siemens had followed all of its FME practices  
8 before you aw- -- correctly before you awarded the scope  
9 of work for the -- the unplanned outage-related rewind,  
10 right?

11 A No, I would say we did do that, Mr. Rehwinkel,  
12 via the interviews that we conducted with people that  
13 were involved with it at the time and via the work  
14 documents that document all those inspections and  
15 reviews and assessments as well.

16 So -- so, I would say absolutely we -- if I'm  
17 understanding your question correctly -- maybe I'm not  
18 understanding your question correctly, but -- go ahead.

19 Q Yeah, my question is: In that window, between  
20 April 25th and a week or two after, when you awarded the  
21 rewind work to Siemens, you didn't do a specific  
22 assessment of what they did in 2012.

23 A Oh, no.

24 Q And that --

25 A No. No. No. We -- we did -- as -- and it's

1 one of the -- it's one of the attachments -- or it's one  
2 of the exhibits in here, but what we did do, speaking of  
3 that, is we had an interim causal review that was done.

4 And the interim causal review -- the purpose  
5 of that is to make sure, before you start up the  
6 generator, that you don't have any issues that you  
7 should have thought of before you started up, but  
8 knowing that you're not going to be done with the root  
9 cause yet because there's forensics that has to occur  
10 back at the factory.

11 And so, we did as much review as we can  
12 without all the information that we had to be able to  
13 start the unit back up, but then we went further on into  
14 the root cause.

15 So, the answer to your question is we did a  
16 partial assessment including that, but didn't take it  
17 all the way to the point of understanding the cause  
18 because forensics wasn't done yet.

19 MR. REHWINKEL: Okay. Let's go ahead and  
20 identify Exhibit 8, OPC Exhibit 8. I think this  
21 will be No. 54.

22 CHAIRMAN CLARK: Correct, Ms. Brownless,  
23 No. 54?

24 We're marking No. 54.

25 (Whereupon, Exhibit No. 54 was marked for

1 identification.)

2 BY MR. REHWINKEL:

3 Q And, Mr. Coffey, if I could get you to turn to  
4 Page 42 -- Bates 42.

5 A Okay. I'm there.

6 Q And this is a list of sources-cited documents,  
7 in Section 11.

8 A Oh, I'm on the wrong Page 42. Okay. Yes, now  
9 I'm on the right 42.

10 Q Yeah, you see it?

11 A Yes.

12 Q Is that what you were trying to direct me to?

13 Is it --

14 A No, I was --

15 Q When you said --

16 A Pardon me?

17 Q You were -- you were talking about there  
18 was -- there was something related to Siemens and FME  
19 that was part of a document.

20 A Oh, no, I was talking about their original  
21 contract, but we have a -- if you were to go to  
22 Attachment -- or Exhibit 9, Exhibit 9 is an interim  
23 root-cause evaluation dated -- the event date is dated  
24 April 25th, but there's two signatures on it, May 31st  
25 of '19.



1           This was an interim -- interim causal review  
2 that was done prior to starting up the machine, but  
3 before the final root cause was done, which assessed  
4 elements of the program that were in question.

5           **Q     Okay. I apologize. Somewhere in here, you**  
6 **said there is a -- a discussion of the FME activities of**  
7 **Siemens?**

8           A     Well, it's not in the discussion of the FME  
9 activities of Siemens; it is a review of what the  
10 potential causes are for the generator rewind -- for the  
11 generator issue, and FME is one of those potential  
12 causes.

13           So, we were assessing an FME cause as part of  
14 this even while we were doing the generator rewind,  
15 itself. And I was answering that in context of your  
16 question, were we doing any assessment of the FME during  
17 the April 25th time period when we were doing this. And  
18 we were, but we weren't done with it yet.

19           **Q     Okay. All right. But that -- that interim**  
20 **assessment, if you will, was before you restarted the**  
21 **generator, not before you awarded the -- the work to**  
22 **Siemens to do the rewind; is that correct?**

23           A     That's true. That's true, yes.

24           MR. REHWINKEL: Okay. All right. Let's go,  
25 if we can, to Exhibit 2, OPC Exhibit 2. And I

1           guess this will be No. 55.

2                   CHAIRMAN CLARK: That's marked No. 55.

3                   (Whereupon, Exhibit No. 55 was marked for  
4           identification.)

5 BY MR. REHWINKEL:

6           **Q     This is Staff Interrogatory 41 response.**

7           A     Yes, sir, I'm there.

8           **Q     And -- okay. Is it fair to say that this --**  
9           **this response, No. G, which refers you over to**  
10          **Attachment 1, shows the replacement power costs**  
11          **associated with the outage of 18,361,621?**

12                   MS. MONCADA: I'm going to object,  
13           Mr. Rehwinkel. That subpart of the interrogatory  
14           was not sponsored by Mr. Coffey.

15                   MR. REHWINKEL: Okay. Are you asking that he  
16           not be allowed to answer that question?

17                   MS. MONCADA: I'm saying that that's a subject  
18           matter outside of his testimony.

19                   MR. REHWINKEL: Well, Mr. Chairman, I'm trying  
20           to --

21                   MS. MONCADA: If you want, I can stipulate --  
22           I can stipulate --

23                   MR. REHWINKEL: Okay. I'm just trying to  
24           establish -- all I want to ask in this is, is the  
25           replacement power costs, the repair costs, and --

1 and the inspection repair costs recovery method.

2 Mr. Coffey testified about insurance proceeds  
3 and repair cost recovery in his testimony that he  
4 filed. So, I --

5 MS. MONCADA: That's -- that's fair. We stand  
6 by the numbers that are in this exhibit, if you  
7 want to just have him read it. I -- I don't think  
8 that he is the appropriate person to talk about  
9 dollars; he's an operational witness.

10 So, what we have here is the yin to yang,  
11 Mr. Menendez.

12 MR. REHWINKEL: I understand.

13 Let -- let me do this and I'll ask these --  
14 I'll ask a question one way and see if Ms. Moncada  
15 has any objection to it.

16 And my question would be -- and this -- would  
17 be this: Is it true that the replacement power  
18 costs associated with the outage was 18,361,621;  
19 and was the repair cost attributable to the outage  
20 approximately \$29 million.

21 And -- and I would ask if -- if we can either  
22 get a stipulation that that was the case or if he  
23 can answer it just based on review of this  
24 document.

25 MS. MONCADA: I will stipulate to those

1 numbers, but I will pose a further objection that,  
2 yes, we did provide the amount of the repair costs  
3 in the response to the interrogatory when staff  
4 requested it, but that is outside the scope of  
5 what's being -- or what would be recovered through  
6 the Fuel Clause; it is a base cost.

7 MR. REHWINKEL: I understand, except that --  
8 yeah. I -- I would -- I appreciate that  
9 stipulation and I -- I also acknowledge that repair  
10 costs are not the subject of this hearing.

11 BY MR. REHWINKEL:

12 Q On Page 5 of your -- of your July 27th  
13 testimony, Mr. Coffey --

14 A Yep, I'm there.

15 Q -- you -- on Line 21, you state that the  
16 company filed a re- -- an insurance claim for  
17 reimbursement of costs incurred as a result of the event  
18 and that it does not include replacement fuel costs; is  
19 that right?

20 A That's -- that's right. Replacement fuel  
21 costs had a 12-week limiting factor associated with it.  
22 So, we did file for a NEIL insurance claim.

23 Q Okay. NEIL is N-E-I-L, Nuclear Electric  
24 Insurance Limited?

25 A That's right, yes.

1 Q Okay. And -- all right. So, it says here  
2 that FPL submitted a claim for approximately  
3 \$25.9 million for expenses associated with the event.  
4 That's on Lines 4 and 5; is that right?

5 A That's right. Less the -- subject to being  
6 less the \$10-million deductible, that's correct.

7 Q Okay. And then there is a 10-percent quota  
8 share. Was that sort of like a premium in the -- in the  
9 NEIL industry?

10 A I -- I don't know if that's a -- I know that  
11 that's something that we have, but I don't know that  
12 it's something that's in the industry.

13 Q Okay. All right. So, can you tell me -- it  
14 says here in Lines 8 through 10 that you were expecting  
15 a final coverage decision in the third quarter of this  
16 year, which would have ended, I think, on  
17 September 30th.

18 A Yeah, we don't have --

19 Q -- that --

20 A Yes, we don't have the final report back from  
21 NEIL yet, but our conversations with them yesterday did  
22 not look like that would be favorable and that we would  
23 be granted that insurance claim, but we're still -- we  
24 don't have the final report yet.

25 Q Okay. All right. I'm going to ask you this

1 question -- you may not know the answer and I would  
2 understand if you don't: Do you know whether this  
3 \$25.9 million that you state is expenses -- is that  
4 really expenses or is any of it capital?

5 A You know, I don't -- I don't know the answer  
6 to that. I would have to -- I would have to look that  
7 up to get the answer to that question because it's my  
8 belief that some of it might be capital, but I don't  
9 know that for sure.

10 Q Okay. That's fair.

11 Since -- do you know whether the -- there were  
12 any costs in addition to the 25.9 that's in your  
13 testimony and the 18.361 that -- replacement power costs  
14 that were incurred by the company as a result of the  
15 outage?

16 A I'm not aware of any additional costs.

17 Q Is it your testimony that the customers of FPL  
18 are solely responsible for the retail portion of all the  
19 replacement power costs per incurred -- associated with  
20 this -- the 2019 St. -- PSL 1 outage?

21 A I'm not -- I'm not sure I understand your  
22 question, Mr. Rehwinkel.

23 Q I guess --

24 MS. MONCADA: And I'm going to object, as this  
25 is outside his subject matter expertise.

1           MR. REHWINKEL: Okay. I will -- I will accept  
2           that.

3           BY MR. REHWINKEL:

4           **Q     Is it fair to say that FPL did not hold**  
5           **Siemens responsible financially for their contribution**  
6           **to the cause of the outage?**

7           A     I would not say that that is a fair statement.  
8           The contract delineated the warranty terms for the  
9           generator rewind and we were outside of those terms,  
10          but -- but that does not mean that the senior personnel  
11          in our organization are not in contact with senior  
12          personnel in their organization, exhibiting our  
13          displeasure or dissatisfaction with where we were on how  
14          we ensure we're going to get success going forward as we  
15          work with them.

16                    So -- but we were outside the warranty period.  
17          So, we followed the contract, Mr. Rehwinkel.

18          **Q     Okay. So, just -- just to be clear on this**  
19          **point, the work occurred in January, February of 2012,**  
20          **related to the uprate; is that right?**

21          A     Yes.

22          **Q     The work being the -- the generator rewind**  
23          **associated with the increased output of the generator,**  
24          **right?**

25          A     Yes.

1           **Q**     And it's that work that the warranty expired  
2     on under your contract terms; is that right?

3           **A**     There were -- there were -- I did read the  
4     contract, myself, and in that contract, there were  
5     several different warranties that were involved with it,  
6     the longest of which was 24 months. So, any warranty  
7     claim in that contract would have expired after 24  
8     months of operation, worst case.

9           So, I didn't -- I didn't compare which were a  
10    year, which was 18 months, and which was 24 months, but  
11    24 months was the longest of the warranty periods.

12          **Q**     That's fair.

13                 It would be -- based on your experience in the  
14    industry, it would be highly unusual for there to be a  
15    seven-year warranty on -- on a maintenance or repair  
16    work; is that right?

17          **A**     Based on my experience with the contracts  
18    I've -- I've reviewed, yes, but that does not mean that  
19    does not exist.

20          **Q**     So, would it be fair to say that you did not  
21    pursue compensation from Siemens because of the warranty  
22    condition, not because FPL believed that Siemens was not  
23    responsible for introducing the mechanism that caused  
24    the fault that tripped the unit that caused the outage;  
25    is that fair?



1           A     Yes, I would say that's correct.

2           Q     Would you agree with me that the customers of  
3     FPL also pay for the original work that was done in 2012  
4     that was part of the uprate, that, once it was  
5     completed, went into -- went into base rates?

6           A     I would be making an assumption if I gave you  
7     the answer to that question, but I don't know it to be  
8     other than that.

9           Q     Okay. That's a fair answer.

10           I just have to ask this question, but did FPL,  
11     in any way, seek compensation from Siemens, either at  
12     the -- the PSL 1 or PSL 2 sites or was there work at any  
13     other units within the NextEra family?

14           A     I'm not -- let me make sure I understand the  
15     question. Are you talking about -- obviously you're not  
16     talking about the generator rewind in 2019, but are you  
17     talking about with Siemens, as a whole, at any time?

18           Q     Yes, sir.

19           A     Yes, every --

20           Q     Related to that.

21           A     Not related to the -- not related to the 2012  
22     rewind, but every single time we do work with Siemens,  
23     there's a process that we go through on the things that  
24     we think met or did not meet expectations, and there's  
25     financial restitution that's reviewed on a score card to

1 determine whether or not -- how we award funds or not.  
2 So, there's always an assessment for that that I -- that  
3 goes on.

4 In this particular case, for the rewind, we  
5 pulled the contract immediately, as you can probably  
6 imagine, to review what the contract terms were. And it  
7 was, like I said, two years. So, we did not go,  
8 financially, after anything associated with 2012 with  
9 Siemens.

10 Q All right. So, let me just make sure I ask  
11 this question the right way, just to close the loop on  
12 this. Point Beach is an affiliated -- well, it -- let  
13 me just ask you to open up Exhibit 3.

14 A Okay. It's open.

15 Q Okay. So, this is a document that was about  
16 the generator ground fault, and it was performed by your  
17 EOSS organization; is that right?

18 A That's right.

19 Q And on Page 3, there at the bottom, it says,  
20 "Operational risks: No change is recommended to  
21 operational or maintenance plans for the remaining  
22 Siemens rewind units, PSL 2, PBN 1, PBN 2, PTN 3,  
23 PTN 4. Details below. Maintaining spare winding is not  
24 economical." Did I read that right?

25 A You did.

1 Q You -- okay.

2 So, my question to you is -- is, as a result  
3 of what you saw as the error by Siemens at PSL 1 in  
4 2012, did you ask them to make up for it or compensate  
5 you at any of these other units where they might have  
6 done work?

7 A We went back -- we went back and reviewed  
8 their program associated with foreign-material  
9 exclusion, ex- -- with testing protocols, witnessing  
10 proto- -- witness and sign-off and validation protocols  
11 for inspections, and we did not find discrepancies with  
12 any of those practices, but what we did do is make sure  
13 that we bolstered -- I shouldn't say bolstered, but  
14 we -- we did make sure that those activities were  
15 conducted with rigor for these upcoming outages, given  
16 the information that we learned from 2012.

17 And we did go back and review documents to see  
18 if we saw anything that was discrepant for St. Lucie  
19 Unit 2, as well as the other sites, but that was only  
20 part of their outage planning to make sure that we  
21 wouldn't have issues and we didn't find any  
22 discrepancies.

23 And so, we basically just bolstered our  
24 oversight of the program to make sure there were no  
25 weaknesses because we didn't find any with our document

1 reviews or interviews of personnel that were a part of  
2 those activities in the first place.

3 Q Okay. And I appreciate that operational  
4 response.

5 I would ask it another way, which is: Did you  
6 ask them for any discounts or compensation on future  
7 work to compensate you or the harm that they caused  
8 as -- as a result of the outage that occurred at -- at  
9 PSL 1?

10 A Yeah, I'm -- I'm not aware that we asked them  
11 for any discounts for this work based on the generator  
12 rewind; however, every contract negot- -- contract  
13 negotiation with us, whoever the vendor is, is -- is a  
14 pretty rigorous process where we're going after best  
15 achievable prices from all of our vendors. And so,  
16 it's -- it's -- it's something that's built into our DNA  
17 to start with.

18 Q Okay.

19 A So, not in response -- so, the answer is not  
20 in response to the work that was done in 2012; it's just  
21 our normal course of business to do that regardless.

22 Q All right. And just to be clear, when -- in  
23 your testimony, so I can -- I can understand the record  
24 here on Page 3 at Line 10, you --

25 A Okay.

1 Q You -- this is in your July 27th testimony.  
2 You used the word "investigation".

3 A You -- you said -- did you say Page 10?

4 Q Page 3, Line 10. I'm sorry.

5 A Page 3, Line 10. Okay. I'm there.

6 Q The investigation here is generally referring  
7 to the RCE --

8 A Right.

9 Q -- and that process; is that right?

10 A That's correct. One of those three causes,  
11 yes.

12 Q Okay. Let's look at what I think we're  
13 calling Exhibit 54, which is the RCE.

14 A On the Exhibit -- Exhibit --

15 Q -- 8.

16 A -- 8? Yes.

17 Q Yes. All right. Now, I want to go to Page 2,  
18 under the executive summary.

19 A Okay. I'm there.

20 Q And under the heading "causes," the summary  
21 conclusion of the RCE report is stated in those two  
22 sentences; is that right?

23 A I don't -- I'm not sure exactly what you  
24 asked, Mr. Rehwinkel.

25 Q Okay. It -- well, it says "causes" -- can you

1 **read those -- those two sentences, for the record?**

2 A Oh, yes, sir: A small puncture developed  
3 through the ground wall insulation of stator bar "Bravo"  
4 17 and Phase "Charlie" Stator Winding resulting in a  
5 fault current path to ground. The root cause of the  
6 puncture is indeterminate.

7 Q **And for the court reporter, you used military**  
8 **terminology for the letter "B" and "C," right?**

9 A I did, yes.

10 Q **Okay. So, I'm just trying to understand about**  
11 **the phrase "puncture." The -- the "puncture"**  
12 **terminology sounds, to me, like something comes from the**  
13 **outside and it goes inside; is --**

14 A So -- so, what it's basically trying to say,  
15 Mr. Rehwinkel, is that either a contaminant of some sort  
16 in one of the two causes has worked itself out of the  
17 insulation and gave out, causing a fault path; or impact  
18 had occurred on the inner part- -- portions of the  
19 machine and worked itself in.

20 So, either one of those could have happened,  
21 whether it was a contaminant or magnetic termite or  
22 impact that had worked itself inward from impact. So,  
23 it's -- it's trying to capture that either it worked  
24 itself from inside out or outside in to create the path  
25 to ground.

1 Q Okay. So -- all right. It's not --

2 A And it took seven years -- it took seven years  
3 to do that.

4 Q Right. This isn't inconsistent with your  
5 testimony about, where you say on Page 2 -- starting on  
6 Line 19, it says: Based on the location of the  
7 insulation, FPL believes the mechanism that produced the  
8 fault was introduced in the stator during a generator  
9 rewind performed by Siemens Energy, Inc., (Siemens), in  
10 2012 and degraded insulation gradually over the course  
11 of seven years in service.

12 A Right. So, if I were to -- if I were to liken  
13 this, Mr. Rehwinkel, to an extension cord, for example,  
14 inside of an extension cord, there is a couple of layers  
15 inside there. And that -- maybe a -- a red one, a white  
16 one, and a green one -- or a black one, a white one, and  
17 a green one. The outer sheath of the extension cord is  
18 completely intact, but inside that extension cord, the  
19 white wire, itself, insulation is damaged underneath.

20 And so, this is similar with the generator.  
21 The outer portions of the generator insulation were  
22 intact, but underneath, where the coils were -- that  
23 insulation was suspect and had an issue.

24 Q Does the RCE and your explanation there --  
25 does that conclude that there could not have been a

1 **particle in the -- inside the generator that moved**  
2 **inside the stator insulation to the bar?**

3 A It does conclude that because the outer -- the  
4 outer material and epoxy was all intact with no --  
5 that's why it took us a week to find it. We couldn't --  
6 we couldn't find a cause because the exterior was all  
7 pristine.

8 Q Okay. And that goes back to one of my earlier  
9 questions to you about the logic is that it had to be  
10 Siemens.

11 A That's right.

12 Q Because they controlled the -- the stator bar  
13 and all the insulation and how it was produced.

14 A That -- yes, that's true. I don't -- I don't  
15 know how they get their resin, and so, they -- they may  
16 say, well, the -- the vendor that supplies the resin to  
17 us came with a contaminant and -- we didn't -- we didn't  
18 go into that level of detail, but Siemens was in charge  
19 of making sure the quality of that work was done  
20 correctly. And, clearly, we didn't get the results that  
21 we expected, so Siemens had some culpability for that.

22 Q Okay. Would this RCE be something you would  
23 provide to the NRC, Exhibit 8, Exhibit 54?

24 A It is, yes.

25 Q Is it required?



1           A     It -- it is -- it is not -- it's not required,  
2     no.

3           **Q     Is that because the --**

4           A     If they -- if they -- if they requested it  
5     during an inspection, we would provide it to them,  
6     though.

7           **Q     Do you know whether it was provided to the**  
8     **NRC?**

9           A     I -- I'm not aware that it was requested nor  
10    was it required.

11          **Q     Okay. And it wouldn't be required because**  
12    **it's not an NSS component, the -- the main generator?**

13          A     Right. It's -- so, the trip, in and of  
14    itself, would hit the -- would be -- be an NRC-PI  
15    indicator, but unless they determine there was a  
16    performance deficiency at the site, they wouldn't  
17    request the product. And I'm not aware that there -- a  
18    performance deficiency was even a -- raised, based on  
19    this.

20          **Q     Okay. I said NSS, but I mean --**

21                   MS. MONCADA: Can I interrupt, for the record?  
22    Thank you.

23                   I was just going to ask that. Can we define  
24    NSS and PI for PI indicator?

25          **Q     I -- I only said two Ss, but there's three,**

1 right, NSSS?

2 A That's right.

3 Q Can you give the court reporter -- can you --  
4 can you says what those stand for?

5 A Well, that -- N-triple -- go ahead -- NSSS  
6 systems are just -- are just a way of  
7 saying (unintelligible), so...

8 Q And "PI" is what?

9 A Performance indicator.

10 MS. MONCADA: Thank you.

11 Q Look on Page 4 -- actually, Bates 6 -- I take  
12 that back. Bates 7, 8, and 9, there are photographs.

13 A This is on the Exhibit 8?

14 Q Yes, sir.

15 A Okay. Let me switch back over. All right. I  
16 am there.

17 Q Okay. Now, these are pictures from January of  
18 2012 of the work that Siemens was doing in the rewind  
19 project -- project; is that right?

20 A That's right.

21 Q These are two segments of the -- of the main  
22 generator, right?

23 A That's correct.

24 Q All right. And the -- the tube in the middle  
25 is where the rotor goes. Everything else around that

1 is -- are the st- -- the stator components; is that  
2 right?

3 A That's right, yes.

4 Q Okay. And if we look in the background there,  
5 you see what looks like tent rigging -- this -- this  
6 shows that this -- this work is going on at the PSL 1  
7 site; is that right?

8 A That's -- that's right. This is the actual  
9 work, yes.

10 Q Okay. So, somewhere around those blue bars is  
11 that -- that's one of the 17 stator bars; is -- is that  
12 right?

13 A If you -- if -- if you look inside there, you  
14 see those on Page -- well, on any of the pages,  
15 actually, but you'll see there it shows the 42 slots in  
16 the core on Page 6, and then it shows the 42 coils in  
17 the stator. And then each one of those had 14 coils for  
18 each phase -- 14 times three, 42. So -- so, it's  
19 showing you that picture of them on slot -- Page 6  
20 there.

21 Q Okay. So, this is the environment where  
22 the -- that Siemens had control of, in your view, as far  
23 as the activities that occurred in the 2012 rewind; is  
24 that right?

25 A Yes, that would -- that would be correct.

1           **Q     And that means the on-site environment. I'm**  
2     **not talking about at the manufacturing sites, but at**  
3     **PSL 1, Siemens still controls this site under their**  
4     **contract, right?**

5           A     They would. This -- this entire area that you  
6     can't see via these pictures -- this entire area is  
7     tented in. You can't access this area without going  
8     through a watch station there that logs -- when you see  
9     materials in these pictures, they're all logged in.  
10    They're in an accountability log to make sure that they  
11    come out.

12                    So, yes, this would all be within the purview  
13    of Siemens as work that's ongoing. And we have obvious  
14    access to it.

15           **Q     Okay. Now, who is responsible for FME**  
16     **exclu- -- or FME procedures inside that tent during this**  
17     **rewind operation?**

18           A     They -- they are responsible for that, but  
19    that does not free us from having oversight of it --

20           **Q     "They" meaning --**

21           A     -- and inspection --

22           **Q     -- Siemens?**

23           A     Siemens has control of it and it's their FME  
24    program; however, Florida Power & Light makes sure that  
25    they qualify to our standards, even using our training,

1 and we still oversee these activities when they're --  
2 when they're ongoing.

3 Q Okay.

4 A So, we make sure they are compliant with our  
5 program and their program is compliant with ours.

6 Q All right. Now, once they start the process  
7 inside that tent of -- of assembling the kit components  
8 to complete the rewind, does FPL monitor or oversee  
9 their FME procedures?

10 A Yes.

11 Q "Their" meaning Siemens.

12 A Yes, we do.

13 Q So, who has responsibility for keeping that  
14 site clean, pristine -- whatever your terminology is --  
15 in accordance with the -- the appropriate FME  
16 procedures?

17 A Siemens -- Siemens has that, but FPL still has  
18 governance and oversight to make sure that they are  
19 complying.

20 Q So, you -- it's not -- wouldn't be your  
21 testimony that FPL has no responsibility to ensure that  
22 the vendor takes appropriate steps to ensure that FME  
23 procedures are followed at this -- at their rewind work  
24 site on -- on the PSL 1 location.

25 A We absolutely have ownership of making sure

1 they're on our property, operating and performing as we  
2 would expect.

3 Q Okay. So, it would -- I -- it would not be  
4 correct for me to assume that you had contracted away  
5 the responsibility for FME at that site -- FME-procedure  
6 adherence at that site?

7 A 100-percent absolutely not, did not contract  
8 that out.

9 Q Okay. So, in your July testimony at Page 4,  
10 Line 18 through 21 --

11 A I'm there.

12 Q -- when it says, "Additionally, contract  
13 requirements with Siemens for quality assurance were  
14 imposed in accordance with industry standards. These  
15 included expectations for inspection, testing,  
16 packaging, shipping, nonconformance process, customer  
17 communication and facilities access for mutually-agreed-  
18 upon witness points" -- did I read that right?

19 A Yes, you did.

20 Q Is -- is there -- where would FME-process  
21 adherence fit into that description, if at all?

22 A Nonconformance process. So, that -- that  
23 contract with Siemens was nearly 400 pages in length and  
24 it delineated -- it delineated everything in great  
25 detail: the tests to be done, what the witness points

1 were, what programs had to be followed, the  
2 qualifications of the personnel including that they had  
3 to go to FME training -- our FME training.

4 And so, when we say "nonconformance  
5 processes," that's intended to encompass things like the  
6 foreign material exclusion, material handling and  
7 lifting, our scaffolding program, and various other  
8 elements that would have been tedious to put all those  
9 in there. So, nonconformance process is what their  
10 (unintelligible) says.

11 MR. REHWINKEL: Okay. Let's go, if we can,  
12 back to Exhibit 3. And I want to now introduce  
13 this exhibit. I don't think I -- we gave it a  
14 number. I think, Mr. Chairman, it would be No. 56.

15 CHAIRMAN CLARK: Yes, sir, Exhibit No. 56.

16 (Whereupon, Exhibit No. 56 was marked for  
17 identification.)

18 BY MR. REHWINKEL:

19 Q And this is entitled "St. Lucie 1 Generator  
20 Ground Fault Analysis." Do you have that document?

21 A I do.

22 Q Are you familiar with it?

23 A I'm very familiar with it.

24 Q This was produced in your organization; is  
25 that right?

1           A     That's not correct.

2           **Q     It's not. Where was it produced?**

3           A     So, it was produced by the EOSS organization,  
4     Engineering and Operations Support Services group. That  
5     group owns, I would say, responsibility for maintenance  
6     programs of secondary systems like generators and large  
7     pumps and motors and such.

8                     And so, this presentation was put together by  
9     that group, who, we have a dotted relationship with  
10    them. They work for -- they don't work for nuclear, per  
11    se, but they're dotted to nuclear, works with us -- they  
12    work with all the business units, operational business  
13    units.

14                    And they put this leadership presentation  
15    together. This wasn't a formal root cause; this was a  
16    leadership presentation that was put together exclusive  
17    of the root cause, and then it had root-cause elements  
18    added to it along the way, but it's not a -- it's not a  
19    causal document; it's a leadership presentation.

20           **Q     Okay. Yeah, I -- I guess I -- I probably**  
21    **didn't ask the question right when I asked if -- if your**  
22    **operations over- -- oversight in your -- in your**  
23    **description of your responsibilities included EOSS.**

24                    I guess your answer was that the dotted-line  
25    **aspect includes that?**



1           A     Yeah, they -- yeah, they -- they don't report  
2 up through me in nuclear. They report to a separate  
3 business unit than nuclear, but they are on our --  
4 they're on our daily engineering call and they are in  
5 our actu- -- in our daily plan-of-the-day meetings, our  
6 review meetings, our progress meetings.

7                     And so, they are incorporated into our core  
8 business, is what I'd say, but they report up to our  
9 generation rather than nuclear.

10           Q     Okay. Fair enough.

11                     They -- would it be fair to say this is kind  
12 of a centralized engineering-support organization that  
13 supports the south region as well as the other nuclear  
14 units?

15           A     Yes, that would be -- that would be fair to  
16 say that, yes.

17           Q     Okay. So --

18           A     And not just nuclear units, Mr. Rehwinkel,  
19 the -- all operational units. A generator is a  
20 generator, and so --

21           Q     Right.

22           A     I treat them as nuke generators. They're  
23 generators.

24           Q     Right. They're just part of the balance of  
25 plant.

1           A     That's right.

2           Q     Okay. So, this document, it says -- if I look  
3     on Page 6, there's a reference to a Greg Stone, who said  
4     he agreed that magnetic termite is the most -- well, let  
5     me -- let me stop that question and say the date of this  
6     document is July 11th, 2019, right?

7           A     That's right.

8           Q     And the date of the RCE is August 19th --

9           A     That's right.

10          Q     -- 2019.

11                 So, is it -- is there information in the -- in  
12     what's now Exhibit 56, or OPC 3, that is inaccurate or  
13     incorrect in the -- in the light of hindsight?

14          A     Well, I wouldn't say inaccurate or incorrect.  
15     What I would say is this presentation was not informed  
16     by the forensics of the root cause until later.

17                 And so, I know that the -- so, this is --  
18     there's -- there's -- there was five revisions to this  
19     document. It started out as a leadership presentation,  
20     given what we knew, and it grew over time, but this did  
21     not have the final conclusions of the forensics.

22                 It had some forensics data as we went along,  
23     but had we used this as a causal product, we would have  
24     only went after the magnetic termite, and it could have  
25     been something completely different. And we went after

1 corrective actions for all three of those causes rather  
2 than just the one cause that was listed in here to  
3 prevent it from happening again.

4           So, I would just say that the document has  
5 some accurate information in it; it's just not holistic  
6 of everything that would have -- that could have  
7 occurred.

8           **Q     Okay. So, what you said isn't that you**  
9 **determined that it wasn't a magnetic termite that caused**  
10 **the problem; you just said it's one of three things that**  
11 **you think is most likely to have caused the problem --**  
12 **the problem, right?**

13          A     Right. The magnetic termite -- that's the  
14 particle that we talk about in the root cause, and  
15 same -- same thing. Yes, that is one of the three  
16 causes. Some -- some would believe that that's -- that  
17 that's more likely than others, but all three of them  
18 cannot be refuted. None of the three can be refuted.

19          **Q     Okay. So, let me just go to Page 15 of this**  
20 **document.**

21          A     All right.

22          **Q     And I want to ask you about the first bullet.**  
23 **It says: EOSS analysis concludes the failure mode is a,**  
24 **quote, "magnetic termite." And then the first dash**  
25 **under that says, "Based on available evidence, the**

1 failure was caused by a magnetic termite introduced by a  
2 failure of FME process." Did I read that right?

3 A You did.

4 Q Okay. So, I'm -- I'm going to ask you: Is  
5 that information inaccurate?

6 A I -- I am not aligned with the statement on  
7 this document; however, it's hard to argue -- the  
8 particle that we're talking about here -- they call it  
9 magnetic termites on purpose. They're not something  
10 that's easy to -- to see.

11 And why I said our FME programs are very  
12 strong and they're try- -- they try to be perfect, it  
13 is -- it is possible, in this particular case, that  
14 something like that could have occurred.

15 I will tell you, though, that the gentlemen  
16 that produced this report are aligned with the root-  
17 cause evaluation from St. Lucie, and they did a review  
18 of that after this was completed. And they are aligned  
19 with that root-cause evaluation that was conducted  
20 because this was more of a presentation than it was a  
21 formal evaluation.

22 Q Okay. Well, these guys -- and you said this  
23 document went through five revisions; is that correct?

24 A This document had mult- -- this document -- my  
25 understanding is it went through multiple revisions.

1 This might have been revision five.

2 **Q Okay. That's --**

3 A That's just like our -- just like we had an  
4 interim root cause and a final root cause and multiple  
5 drafts throughout, as we were learning information,  
6 leadership presentations were getting updated as were  
7 the causal documents, but the most effectual references  
8 we have are the root causes from both Siemens and from  
9 St. Lucie.

10 **Q Okay. But to your knowledge, this may well be**  
11 **the most -- the most authoritative version of this**  
12 **document within the process these guys did; is that**  
13 **right?**

14 A They -- at the time that they did this, they  
15 believed that the magnetic termite was the most likely  
16 cause. At the end of the root cause, they agreed that  
17 the root cause was accurate and that those three causes  
18 could not be refuted.

19 **Q Okay. After -- at the bottom of this, the**  
20 **EOSS recommends that there's no change needed to current**  
21 **NEE -- that's NextEra Energy -- operation or maintenance**  
22 **plans, right?**

23 A That's correct because when we -- we went and  
24 reviewed our program and process documents against  
25 industry standard and best practices, and they were

1 consistent or exceeded those standards. So, that's why  
2 they -- they didn't recommend that there be any changes.

3 **Q Okay. And it says, "... ensure strict**  
4 **adherence to FME process during generator work." That**  
5 **was their other recommendation.**

6 A Right. That seems -- it's seems pretty self-  
7 evident, but yes, which is why we bolstered our  
8 inspection activities during the 2019 rewind. Our  
9 process was sound, but we needed to make sure that we  
10 were doubling down on those processes so that we don't  
11 have it occur again.

12 **Q Okay. So, in concert with this recommendation**  
13 **and the dash under Bullet 1, no one determined that**  
14 **there was not a failure of the FME process; is that**  
15 **right?**

16 A Right. There -- it's not conclusive that the  
17 FME processes failed, that's right.

18 **Q But it wasn't conclusive that it didn't fail**  
19 **either, right --**

20 A That -- that --

21 **Q -- of the possible cause?**

22 A That -- that's true. That is true.

23 MR. REHWINKEL: Okay. Mr. Chairman, it's  
24 3:30. I'm about to change topics a little bit  
25 in -- in this line of cross. I'm happy to keep

1 going, but I thought I would ask if anyone -- if we  
2 need a break.

3 CHAIRMAN CLARK: Yes, sir. We can -- I tend  
4 to agree. We'll give our court reporter just a few  
5 minutes. Let's take a ten-minute recess.  
6 Ten-minute recess.

7 MR. REHWINKEL: Thank you.

8 CHAIRMAN CLARK: Mr. Rehwinkel, let me ask  
9 you, before we do that -- I'm just going to try to  
10 make determinations for the afternoon. How long do  
11 you anticipate the remainder of your questions for  
12 this witness?

13 MR. REHWINKEL: I think I'm a little beyond  
14 halfway. I believe that, given some of the  
15 testimony and some of the facts that we've  
16 elicited, that we probably will be able to cut out  
17 what I had anticipated. So, I think I can conclude  
18 before 5:00.

19 CHAIRMAN CLARK: All right. Let me check with  
20 Ms. Putnal and Mr. Brew. What's your anticipation?

21 MS. PUTNAL: Thank you. This is Karen Putnal.  
22 FIPUG has no questions.

23 CHAIRMAN CLARK: Okay. And Mr. Brew?

24 MR. BREW: Mr. Chairman, I have no questions  
25 for --

1 CHAIRMAN CLARK: Okay.

2 MR. BREW: -- FPL.

3 CHAIRMAN CLARK: Sorry about that.

4 Staff, just a few? You have some questions?

5 Okay. No problem.

6 All right. Good. That's just giving me the  
7 indication that we're going to go ahead and try to  
8 wrap this up this afternoon. After that line of  
9 questions is up, we're probably looking at 45  
10 minutes to conclude everything. So, we're going to  
11 try to wrap this hearing up this afternoon.

12 Let's take a quick ten-minute break, come  
13 back, and we'll trudge through the rest of it.  
14 Thank you.

15 (Brief recess.)

16 CHAIRMAN CLARK: Let's get at least two more  
17 commissioners -- or at least one and we'll go.

18 We've got one. Let's roll.

19 MR. REHWINKEL: All righty.

20 BY MR. REHWINKEL:

21 Q Okay. Mr. Coffey, if I could get you to go to  
22 Page 2, it's a sentence we've looked at before, but on  
23 Lines 18 and 19, it says, "The cause of the insulation  
24 fault was investigated, but could not be definitively  
25 confirmed." Do you see that?



1 A Are you on the presentation still?

2 Q I'm sorry. I'm on your July testimony. I  
3 think you can put the presentation aside.

4 A Okay. I'm on my July testimony and I'm on  
5 Page 2 now.

6 Q Yes. And the sentence I read is -- is the one  
7 that starts and ends on 18 and 19.

8 A Okay. I'm there.

9 Q And then if I could get you to turn to Page 20  
10 of the RCE, Exhibit 8 -- or Exhibit 54.

11 MS. MONCADA: What page? 20?

12 MR. REHWINKEL: Page -- Bates 20, yes.

13 It's...

14 THE WITNESS: Okay. I'm there.

15 BY MR. REHWINKEL:

16 Q The heading is -- it's Section B: Based on  
17 the above documentation, categorize the results using  
18 the causal factor characterization matrix below -- do  
19 you see that?

20 A Yes.

21 Q Is -- is this discussion here the basis for  
22 the phrase "could not be definitively confirmed"?

23 A It -- it is. All that's really -- yes, it's  
24 really trying to state that it could be one of the three  
25 things that it talked about, but we couldn't -- via the

1 forensics that we had and the analysis that we did, we  
2 couldn't say definitively that any one of the three was  
3 the cause.

4 Q Okay.

5 A So, in our minds, we have to address  
6 corrective action for all of them.

7 Q All right. When I looked in this first  
8 paragraph, about two-thirds of the way down, there's a  
9 phrase -- there's a couple of sentences that start: The  
10 nature of these possible failure mechanisms is such that  
11 the causal factor lies within the manufacturer and/or  
12 assembly process for this stator.

13 The causal factor is outside of the scope of  
14 the station. No gaps in the station process or external  
15 oversight were identified. The root cause is  
16 indeterminate.

17 Did I read that right?

18 A You did. That's what it -- that's what it  
19 says -- states.

20 Q And this means that basically it was on the  
21 Siemens side of the fence and not FPL's side of the  
22 fence, where the cause was introduced into the  
23 generator.

24 A Yeah --

25 Q Is that right?

1           A     -- it means it was -- yes, it means it was  
2     within the context of the contract that we had with  
3     Siemens for their portion of the work, but I -- I  
4     just -- I want to make sure I am clear, it does not take  
5     away our oversight and inspection activities that go on  
6     during this as we do these activities, Mr. Rehwinkel.

7           Q     Okay. And there is a -- an asterisk under the  
8     table there. And it says: In accordance with the  
9     EI-AA-100-1005, quote, "If the lack of cause  
10    identification is beyond the scope of the plant, the  
11    team will issue a final report listing the cause as  
12    indeterminate."

13                   Is -- does that mean that -- that, because  
14    FPL -- because you saw the causal factor on the Siemens  
15    side, that -- that FPL personnel could not make a  
16    determination of exactly what happened because it was --  
17    it was behind the veil?

18           A     Well, that -- that TI- -- that's in accordance  
19    with TIAA. That's -- that's one of our performance-  
20    improvement procedures that dictates how we do causal  
21    evaluations. That -- that procedure is also under  
22    Nuclear Regulatory Commission's group need for a problem  
23    identification and resolution inspection.

24                   And normally, when you have a causal product,  
25    you would get a root cause on a single element and then

1 that would have the effect of actually preventing  
2 recurrence.

3           Since we couldn't do that in this particular  
4 case, and we had to have multiple, this is the way for  
5 us to follow our -- our problem-identification/  
6 resolution process to shore up that, while we couldn't  
7 conclude one item was it, we're going to blanket the  
8 three and take actions as necessary to try to prevent  
9 any -- prevent any one of them, if that makes sense.

10           **Q     Okay. Yes. Thank you.**

11           **All right. I told you to put away Exhibit 3,**  
12 **but I -- I do need to ask you a question about it again.**  
13 **This is --**

14           A     All right. I'm there.

15           **Q     Yes. On Bates Page 3 -- and I'm not trying to**  
16 **be flip here, I'm just trying to put the context of this**  
17 **document in the record. It says, "What is the pain?"**  
18 **Do you see that in the middle?**

19           A     Yep.

20           **Q     And I guess EFOR means a forced outage of**  
21 **about --**

22           A     Equi- --

23           **Q     -- 59 days?**

24           A     Equivalent Forced Outage Rate, yes.

25           **Q     Okay. And lost generation of 1.3757- --**

1 75-megawatt hours, right?

2 A Right.

3 Q Now, this was for a specific audience, but the  
4 pain really is -- is suffered by the customers if they  
5 have to pay for the replacement power and the repair  
6 costs, right?

7 A I -- well, I guess the answer to your question  
8 is yes.

9 Q Shareholders don't absorb the pain if the  
10 customers pick it all up, right?

11 A I'm not -- I'm not sure I'd agree with that  
12 statement. There's quite a bit of a pain that's felt by  
13 all, Mr. Rehwinkel.

14 Q That's a fair answer.

15 Let me ask you to go to this Siemens RCE,  
16 which is Exhibit 4.

17 A All right.

18 MR. REHWINKEL: And it's 4C, Mr. Chairman. I  
19 think we need to give this an exhibit number, which  
20 I think is 57.

21 Mr. Chairman?

22 CHAIRMAN CLARK: I'm sorry?

23 MR. REHWINKEL: I was -- Exhibit 4C -- I want  
24 to give that Exhibit No. -- I think it's 57.

25 CHAIRMAN CLARK: Yes, that is correct. My

1           apologies.

2                   MR. REHWINKEL: That's okay.

3                   (Whereupon, Exhibit No. 57 marked for  
4           identification.)

5 BY MR. REHWINKEL:

6           **Q     And this is a confidential document, so I'm**  
7 **going to ask you not to verbalize any information unless**  
8 **you're absolutely sure --**

9           A     Okay.

10          **Q     -- that it is not confidential. And I think**  
11 **my first question is -- to you is can you tell me the**  
12 **date of it?**

13          A     The date of this?

14          **Q     Is that confidential?**

15          A     No, the date is not confidential.

16          **Q     Okay. And that's April 20- -- August 23rd,**  
17 **2019?**

18          A     Well, this -- this is -- this is when -- this  
19 is when this document here is dated, but the actual root  
20 cause, itself, for Siemens finished in July. And then  
21 they had a review and approval process for it. So,  
22 their -- their root cause finished (unintelligible) our  
23 root cause.

24                   MR. REHWINKEL: Okay. So, if we look at  
25           Exhibit 6C -- this is a letter dated -- well,

1 Mr. Chairman, I would like to give this an exhibit  
2 number. This is a confidential exhibit, 6C. And  
3 that would be 58.

4 CHAIRMAN CLARK: That will be 58.

5 MR. REHWINKEL: That would be 58? Okay.

6 (Whereupon, Exhibit No. 58 marked for  
7 identification.)

8 BY MR. REHWINKEL:

9 Q And this would be, Mr. Coffey, a letter from  
10 Siemens to FPL -- and this is confidential. So, this is  
11 just summarizing the conclusions that their RCE process  
12 reached with respect to the -- the fault; is that right?

13 A That's right. And this is why I said their  
14 documents were completed in July because they sent out  
15 this letter on July 24th.

16 Q Okay. So, just for the record, this isn't  
17 showing that they reached a conclusion based on a phone  
18 call that's mentioned in the letter and then they wrote  
19 their -- their RCE to fit that conclusion.

20 A No, that's not ac- -- no, that's not accurate.

21 Q Okay. And I wasn't trying to suggest that. I  
22 just wanted to make sure that, because they're kind of  
23 the cart -- appears to be ahead of the horse, that's not  
24 really what happened, right?

25 A That's right. That's exactly right.

1           **Q     And this document --**

2           A     Yeah, and I --

3           **Q     Go ahead.**

4           A     No, they -- the -- the date may be eluding me,  
5     but I thought they completed their root cause on  
6     July 19th and this letter came out on July 24th. I may  
7     be off by a day or two on the July 19th -- I can look  
8     that up if you need it -- but they were completed with  
9     their product in July.

10          **Q     Okay. So, you -- you didn't get out ahead of**  
11     **Siemens. They completed it -- and, in fact, this**  
12     **document, which is Exhibit 58, is referenced on**  
13     **Page 20- -- 43 of Exhibit 8 -- Exhibit 54. It has as --**  
14     **in the table, it's D45 in the -- in the documentation;**  
15     **is that right?**

16          A     Right.

17                   MS. MONCADA: What -- what page of Exhibit 8  
18     was it?

19                   MR. REHWINKEL: 43.

20                   MS. MONCADA: Okay. Thank you.

21     BY MR. REHWINKEL:

22           **Q     Yes. So, Exhibit 58 is what is D48 -- D45 in**  
23     **the sources-cited table, right?**

24          A     I -- I don't -- I'm not sure I understand the  
25     question.



1           Q     Okay. D45 on Page 43 -- it says, St. Lucie U1  
2     stator ground fault root-cause statement, Siemens letter  
3     dated June 24th, 2019.

4           A     June or July 24?

5           Q     Oh, June 24 -- okay. I -- I totally --

6           A     Somehow -- somehow, I'm all confused right  
7     now.

8           Q     I apologize. I was reading -- I saw the 24th  
9     and 2019 and my mind transposed June and July. So --  
10    all right.

11                    So, that may be a different document?

12          A     I'm not sure. Are -- I'm not -- I'm not sure  
13     of the answer to that.

14          Q     Okay. That's fine.

15          A     To the question. I know that Siemens had  
16     their root cause that was in July. They had a letter  
17     that went out on July 24th giving an exec summary of  
18     their root cause, and our root cause completed and was  
19     signed off on August 19th.

20          Q     Okay. It's just -- if I look at on  
21     Exhibit 58, the July 24 letter, it said "subject," and  
22     it seems to say almost exactly the same thing that D45  
23     says in that table, but it just has the date June.

24          A     Okay. I'm not sure why -- I'm not sure why  
25     that's the case.

1 Q Okay. Is it probably -- is it probable that's  
2 a typo, the June, and it really is July 24th?

3 A It -- it's possible, but I don't know that for  
4 a fact.

5 Q Okay. And -- yeah, I understand.

6 All right. So, let's go back to the -- the  
7 Siemens RCE, which, again, is confidential.

8 A Okay.

9 Q And in the abstract section, it would  
10 probably -- if someone wanted to fly-spec this document  
11 and document Exhibit 6C, the summary in the July 24  
12 letter in this abstract would probably be pretty close  
13 in the conclusion of the -- of the Siemens RCE; is that  
14 right?

15 A Yeah, I believe so.

16 Q Can I get you to turn to Page 8 of the RCE,  
17 the Bates Page 8, which is confidential Page 7. And  
18 there's a heading, it says "2.3 general fleet data." Do  
19 you see that?

20 A Yes, I see that.

21 Q Okay. Now, without reading this confidential  
22 information out -- aloud, can you look at it and answer  
23 me this question: Do you have any reason to believe or  
24 to disagree with this history of this type of generator?

25 A I -- I don't have any reason to believe that,

1 no.

2 Q I -- I asked do you have any reason to  
3 disagree with -- with their characterization of their  
4 fleet experience.

5 A Yeah, I don't -- I don't have any reason to  
6 disagree, no.

7 Q Okay. All right. All right. I'm going to  
8 ask you a question that I want to make sure I don't  
9 ask -- or elicit confidential information. Do you  
10 believe that the Siemens RCE, which is Exhibit 57,  
11 reached a conclusion about Siemens' responsibility for  
12 the -- the mechanism that caused the ground fault?

13 A I believe that their root cause -- so, I  
14 believe that their root cause was a technical root  
15 cause, and it came up with technical causes for it and  
16 not much more than that.

17 Q Okay. Do you think that Siemens accepted  
18 responsibility for causing the ground fault? And I'm  
19 not asking with respect to any particular document.

20 A I don't have any knowledge that supports or  
21 refutes that they do. I do know that they were well-  
22 aware of the warranty period, themselves, and knew  
23 themselves to be outside of it.

24 They were -- so, I'm not aware of any  
25 information that -- that acknowledges that -- supported

1 or refuted it.

2 Q Okay. All right. I want to turn away from  
3 the April 2019 events.

4 Now, in your September testimony -- I think we  
5 can put the July testimony away. As soon as I say that,  
6 I'll probably ask you a question about it, but let's  
7 try -- move to the September 3rd testimony.

8 A Okay.

9 Q Here, you discuss outages at PSL 2 and Turkey  
10 Point 3 and 4 right?

11 A Yes.

12 Q Now, isn't it true that the Turkey Point 3  
13 outage was really a series -- as you discuss it in your  
14 testimony -- really a series of related outages that --  
15 events that occurred over a three- to four-day period?

16 MS. MONCADA: I object to this line of  
17 questioning. What's at issue before the Commission  
18 today are Issues 2F and 2G. 2F has to do with the  
19 St. Lucie outage at Unit 1 in 2019; and 2G has to  
20 do with the St. Lucie outage in March of this year.

21 The Turkey Point outages are not at issue in  
22 this docket.

23 MR. REHWINKEL: Mr. Chairman, can I respond --

24 MS. MONCADA: I do recognize --

25 MR. REHWINKEL: All right. Go ahead.

1 MS. MONCADA: I recognize they are in his  
2 testimony, but they are not at issue now. And,  
3 Commissioners and Mr. Chairman, they are not  
4 included in the factor that we would ask the  
5 Commission to approve in this docket.

6 CHAIRMAN CLARK: Mr. Rehwinkel?

7 MR. REHWINKEL: Yes, Mr. Chairman, I am well-  
8 aware of that, but we are here to determine whether  
9 FPL was prudent in its actions with respect to the  
10 Turkey Point -- I mean, the Port St. -- Port -- the  
11 Port St. Lucie Unit 1 and the Port St. Lucie Unit 2  
12 as described in Issue -- I forget -- is it  
13 Issue 2H?

14 And part of the --

15 MS. MONCADA: It's 2- (unintelligible).

16 MR. REHWINKEL: Part of the factors that the  
17 Commission needs to consider is the overall  
18 readiness and responsiveness of the FPL nuclear  
19 organization to ensure that its units are prudently  
20 operated.

21 We heard testimony at the beginning about -- I  
22 forget the phrase, "efficient and" -- I'll have to  
23 go back to the June 27th testimony -- "appropriate  
24 and efficient," and we heard testimony about the  
25 entire nuclear organization responding as well as

1 the stations.

2 So, my testimony -- which I'm happy to  
3 proffer, if -- if we have to go that route -- is to  
4 explore the experience in this time frame, early  
5 2019 through 2020.

6 CHAIRMAN CLARK: All right. Let me counsel  
7 with my Counsel for one moment. I understand  
8 Ms. Moncada's objection.

9 We're going to take -- we're going to take  
10 about a two-minute recess. Let me get some advice  
11 here. Just one second -- two minutes.

12 MR. REHWINKEL: Okay. Mr. -- before you do  
13 that, I guess I would like clarification. Is  
14 Ms. Moncada asking that you prohibit my questions?

15 MS. MONCADA: I am.

16 MR. REHWINKEL: Okay.

17 CHAIRMAN CLARK: All right. Stand by.

18 (Brief recess.)

19 CHAIRMAN CLARK: Mr. Rehwinkel, can you point  
20 me to the point in Mr. Coffey's testimony that  
21 addressed the Turkey Point issue?

22 MR. REHWINKEL: Yes. If you'll look in his  
23 September 3rd testimony, which he summarized, there  
24 is, starting on Line 12 of Page 4.

25 CHAIRMAN CLARK: Okay. I think that --

1 MR. REHWINKEL: -- through Page 6, Turkey  
2 Point Units 3 and 4 are both discussed.

3 CHAIRMAN CLARK: Okay. We're -- give us one  
4 second.

5 MR. REHWINKEL: I -- I want to ask him  
6 questions about that and confirm it.

7 CHAIRMAN CLARK: That's all we need right this  
8 second.

9 (Brief recess.)

10 CHAIRMAN CLARK: All right. Mr. Rehwinkel,  
11 I'm going to allow the line of questioning. I just  
12 want to try to keep it in the correct context.

13 Ms. Moncada, he opened the door in his direct  
14 testimony -- prefiled testimony. We're going to  
15 ease down this road. If there's something that  
16 specifically we need to come back and address,  
17 again, we'll -- we'll try it again.

18 The witness can answer the question.

19 BY MR. REHWINKEL:

20 Q Mr. Coffey, do you want me to repeat the  
21 question?

22 A Yes, please.

23 Q Yes. Okay. So, my question was: Is -- isn't  
24 it true that the Turkey Point 3 outage that you refer to  
25 in your testimony was really a series of related events

1 **that occurred over a three- to four-day period?**

2 A It -- it is true that there were three items  
3 during the seven-day period, yes.

4 Q Okay. And didn't the NRC initiate a special  
5 inspection at Turkey Point on August 31, before your  
6 testimony was filed, related to the -- those events  
7 rel- -- in that seven-day outage period?

8 A They did -- they did conduct a special  
9 inspection at the site and they exited that special  
10 inspection at the end of last week.

11 Q Okay. Was that special inspection initially  
12 supposed to last a week?

13 A The special inspections are not defined by a  
14 period of time. They're -- they're special inspections.  
15 So, they go on as long as the NRC determines they need  
16 to do them for.

17 Q Okay. A special inspection is not a routine  
18 inspection by the NRC, is it?

19 A It's not a routine -- it's not a rou- -- well,  
20 it's not a routine -- it's not on their routine  
21 inspection matrix, but if they -- if they determine they  
22 need to do an inspection for some reason, they do an  
23 inspection.

24 Q It is usually in response to a significant  
25 operational power-reactor event or a significant



1 **unplanned degraded condition identified either by the**  
2 **licensee or the NRC; is that right?**

3 A It -- it could be, but it may not be, and  
4 the -- the exit from those inspections is what  
5 determines whether or not it was (technical  
6 interruption) or not.

7 Q **When you say exit, do you mean that they**  
8 **issued a report or they left the site?**

9 A The -- the issue is not -- the -- the report  
10 is not issued yet. They have a certain period of time  
11 to issue the final report, but they did exit -- they did  
12 exit with us.

13 Q **Okay. So --**

14 A The formal -- they formal exit and then they  
15 have 45 or 60 days to submit a report.

16 Q **It's true -- it's 45 days, isn't it?**

17 A I -- I don't recall if it's 45 or 60, but it's  
18 one of those two.

19 Q **Okay. And the -- this inspection was**  
20 **conducted by a five-person team led by the senior**  
21 **inspector at the Duke Harris plant; is that right?**

22 A That's right.

23 Q **And they included a senior reactor analyst**  
24 **from NRC?**

25 A They did.

1           Q     This inspection was announced a little over a  
2 month after the NRC issued a notice of apparent  
3 violation on July 23rd regarding the falsification of  
4 documents -- of documentation of the inspection and  
5 maintenance of a safety-related check valve at a Turkey  
6 Point unit, right?

7           A     Yes.

8           Q     Did the FPL challenge or does FPL intend to  
9 challenge that notice?

10           MS. MONCADA: Mr. Chairman, now this does go  
11 outside the corners of Mr. Coffey's testimony.  
12 And, again, we are here on Issues 2F and 2G, and  
13 none of this goes to whether FPL acted prudently  
14 with respect to the two outages that are at issue.

15           CHAIRMAN CLARK: Yeah, you're wandering a  
16 little bit, Mr. Rehwinkel. I kind of agree, that  
17 question is --

18           MR. REHWINKEL: May I be heard?

19           CHAIRMAN CLARK: Sure.

20           MR. REHWINKEL: Okay. Earlier in cross-  
21 examination, as part of the testimony on the --  
22 this issue -- the 2019 St. Lucie 1 issue, we heard  
23 testimony about the rigor of the FME program and  
24 the documentation related to FME process, logging  
25 of information, and documentation.

1           And the Commission is asked to accept that FPL  
2           has a robust and -- I don't think he used the words  
3           "state-of-the-art," but a high-quality FME  
4           exclusion program, which is, per the testimony,  
5           related to documentation and is a maintenance-  
6           related function as well as an operational  
7           function.

8           We could undergo some more cross-examination  
9           about what the NRC expects in the FME process in  
10          terms of quality assurance, in terms of compliance  
11          with CF- -- 10CFR50 Appendix B, but I'll spare you  
12          that and say that FPL's regulatory experience with  
13          respect to documentation before the NRC is relevant  
14          to the Commission's consideration about the  
15          conditions in the nuclear segment of FPL.

16          MS. MONCADA: Mr. Rehwinkel is trying to open  
17          up the entirety of FPL's nuclear operations in the  
18          context of the Commission's decisions on 2F and 2G,  
19          which are related to two specific outage events at  
20          the St. Lucie plant. And that's an inappropriate  
21          opening of the scope of what's at issue in this  
22          docket.

23          CHAIRMAN CLARK: I -- I agree. I think we  
24          need to keep this a little more focused onto -- to  
25          the specifics related to the previous outages.

1           Mr. Coffey -- Ms. Moncada has testified that  
2           Mr. Coffey is not the correct person to answer  
3           those que- -- that particular question anyway. So,  
4           let's -- let's move on.

5           MR. REHWINKEL: Well, I would like to proffer  
6           my questions, then, Mr. Chairman, because this  
7           man -- he is the vice president of nuclear. He's  
8           where most of the buck stops with respect to the  
9           nuclear fleet.

10           And I think, you know, I've been very  
11           impressed with his knowledge and his candor. I  
12           think he can and should answer these questions, if  
13           the Commission is expected to, you know, stamp the  
14           prudence of the actions related to this outage.

15           This is -- this is a lot of money that the  
16           customers expect the company to answer for. And I  
17           don't think that -- I mean, everyone makes  
18           mistakes, but the customers are entitled to  
19           understand whether the -- the actions of FPL are --  
20           are prudent.

21           And I want to proffer the questions and  
22           answer. You can -- you can isolate them in the  
23           record and we can address it in -- in post-hearing  
24           filings.

25           CHAIRMAN CLARK: I still think that we're

1 getting --

2 MS. MONCADA: And I'm just saying there has  
3 been no rubber stamp, Mr. Chairman. That's why --

4 MR. REHWINKEL: I did not use the word "rubber  
5 stamp."

6 MS. MONCADA: Okay.

7 (Simultaneous speakers.)

8 CHAIRMAN CLARK: The objection has been  
9 sustained. Let's move on.

10 MS. HELTON: Mr. Chairman, Mr. Rehwinkel has  
11 asked to proffer, which means that he wants to ask  
12 the witness questions in an isolated portion of the  
13 transcript and have the witness answer them. So,  
14 it won't be part of the record, necessarily, on  
15 which you make a decision, but he's reserving his  
16 right to take issue with that on appeal.

17 CHAIRMAN CLARK: Okay. I guess we can do  
18 that.

19 MS. HELTON: Yes, sir.

20 MR. REHWINKEL: And before -- before I  
21 undertake that, Mr. Chairman -- and I'm not trying  
22 to bargain this -- but this -- this issue -- if I  
23 have to proffer this, this is going to take this  
24 from a bench decision to a briefing event.

25 And -- and I'm perfectly happy to do that.

1           And I know that -- that, you know, it -- it may be  
2           that FPL is happy with that, too, but I'm entitled  
3           to ask the questions, whether under a proffer or as  
4           a part of the record.

5           CHAIRMAN CLARK: I have no problem with you  
6           guys briefing this thing. It's -- that's  
7           irrelevant to me.

8           Ms. Moncada?

9           MS. MONCADA: This is just taking it outside  
10          the scope of what's at issue. I don't agree with  
11          the questioning and I think, if he wants to make a  
12          proffer and the Commission wants to go through that  
13          process, then we'll go through it.

14          MR. REHWINKEL: Okay.

15          CHAIRMAN CLARK: What I -- what -- Ms. Helton,  
16          any comments?

17          MS. HELTON: Well, Mr. Chairman, it's my  
18          recommendation that, if Mr. Rehwinkel is asking to  
19          make a proffer, that we need to let him make a  
20          proffer.

21          So, I think you need to make -- he would need  
22          to make it clear on the record that this is his  
23          proffer and, when his proffer ends, that part of  
24          the transcript will not be part of the record for  
25          your decision. He's preserving his right to take

1 issue with your evidentiary ruling on appeal.

2 CHAIRMAN CLARK: All right. You may begin,  
3 Mr. Rehwinkel.

4 MR. REHWINKEL: Okay. So, my first  
5 question --

6 COMMISSIONER BROWN: Can I --

7 CHAIRMAN CLARK: Oh, one -- one question.  
8 Commissioner Brown.

9 COMMISSIONER BROWN: I'm sorry. It just has  
10 piqued my interest a little bit. I'm curious if  
11 Mr. Rehwinkel had an opportunity, prior to this  
12 hearing, to depose Mr. Coffey.

13 MR. REHWINKEL: I -- I could have deposed  
14 Mr. Coffey --

15 COMMISSIONER BROWN: No, I --

16 MR. REHWINKEL: -- July 27th --

17 COMMISSIONER BROWN: -- before this hearing.

18 MR. REHWINKEL: So, yeah, I've had an  
19 opportunity. I've not done that.

20 COMMISSIONER BROWN: Okay. Thank you.

21 Sorry, Mr. Chairman.

22 CHAIRMAN CLARK: No problem.

23 MR. REHWINKEL: And I -- I have not -- I have  
24 not done that, in accordance with our burden of  
25 proof, which is not to prove the lack of prudence.

1 BY MR. REHWINKEL:

2 Q Okay. So, Mr. Coffey, my question is, to you:  
3 Did the NRC find that the Turkey -- that Turkey Point  
4 station personnel used a measurement from 2015 in lieu  
5 of an actual measurement that should have been taken at  
6 the time of the scheduled valve inspection in January of  
7 2019?

8 A No, that's not corr- -- that's not correct,  
9 Mr. Rehwinkel. Turkey Point employees found that  
10 discrepancy and reported that discrepancy, when they  
11 found it, to the NRC. We subsequently -- and the Turkey  
12 Point employees and our security staff performed a  
13 formal investigation of those activities where we found  
14 those personnel had falsified those records. And we  
15 took aggressive action against those employees, who no  
16 longer work for us, to address that issue.

17 That the regulators took issue with it as well  
18 was -- was not something that they had found; it was  
19 something that we had found and reported to them. So,  
20 it was a part of our normal process that we investigate  
21 and look for these things.

22 Now, that the NRC was interested in that  
23 maintenance activity to start with is the reason that we  
24 did the review that we did, but we answered their  
25 questions, did they actually (technical interruption) it



1 properly, and we went further to find this issue and  
2 addressed it aggressively.

3 So -- and that's one of our -- that's one of  
4 our contentions when you go through this process with  
5 the NRC of, we found it, we took corrective actions,  
6 here is what the corrective actions were. And that's  
7 not been adjudicated yet.

8 **Q Okay. So, the personnel you discussed -- were**  
9 **they FPL employees or contractors? I --**

10 A They were FPL employees.

11 **Q Okay. And when you said that's not right, was**  
12 **it incorrect that the employees that -- that you**  
13 **reported to NRC had taken a 2015 measurement and used it**  
14 **in lieu of making an actual measurement in 2019?**

15 A They -- they -- well, no, that's not -- that's  
16 not correct either.

17 When they were performing their maintenance,  
18 they recorded some measurements that were made with some  
19 measurement and test equipment that's documented. And  
20 the actual equipment they used had not been checked out  
21 from the tool room. And so, they documented that it had  
22 been, though, and we found that discrepancy that the  
23 equipment that they say that they used wasn't on there,  
24 wasn't in the room that they did the work when they did  
25 the work.

1           So -- so, basically, they knowingly falsified  
2 their records and (unintelligible) them to the  
3 investigation and we subsequently released them, did a  
4 root cause with that root cause being the corrective  
5 actions that addressed all employees for NextEra, not  
6 just the ones at the Turkey Point.

7           **Q     The self-reporting you did -- that is your**  
8 **obligation under the code; is that correct?**

9           A     Yes. I mean, there was -- there are condition  
10 reports that are written -- that are written on that.  
11 And on condition reports of -- of those types, we also  
12 talked to the regulators on-site to let them know about  
13 what's going on.

14          **Q     You talked to the what on-site?**

15          A     The regulators, the NRC regulators.

16          **Q     Okay. The resident inspector, you mean?**

17          A     Yes, the -- yes, there are two resident  
18 inspectors that are permanently at the site.

19          **Q     Okay. I guess I am -- I understand that, in**  
20 **the -- the investigation report, the NRC identified that**  
21 **there was no log -- log-out of the requisite measurement**  
22 **tools that would have needed to be used to make the**  
23 **documented measurements; is that fair?**

24          A     Right. And so, just to put it in context,  
25 some mechanics were doing work in a safety-related room

1 during the day. The regulator went -- the NRC inspector  
2 went several times to that room to see them do that work  
3 and he never saw them there.

4 He asked us if the work would -- actually been  
5 done because he didn't see them there. We pulled those  
6 peoples' gate logs for that room and, as it turns out,  
7 they were there and they had conducted the work. And we  
8 told the NRC that they had conducted the work. We --  
9 but -- and NRC was satisfied with that.

10 We didn't stop our investigation there,  
11 though. We said, get the camera information, get the  
12 reporter information. We continued that investigation  
13 through to dot every "I," and we found other  
14 discrepancies that led us to falsification of records,  
15 which we addressed.

16 Q Okay. Thank you.

17 So, I think -- I had a question to you that  
18 this is an extremely serious matter and I think your  
19 answer to me was the termination of their employment  
20 reflected that; is that fair?

21 A That's fair.

22 Q Okay.

23 CHAIRMAN CLARK: Mr. Coffey, would you adjust  
24 your mic? We're having a little bit of a problem  
25 hearing you.

1 THE WITNESS: Oh, okay. I -- all right. Is  
2 that better?

3 CHAIRMAN CLARK: Yes, sir.

4 BY MR. REHWINKEL:

5 Q Would you agree with me that the NRC stated in  
6 its actual summary that records of inspections of  
7 safety-related equipment are material to the NRC because  
8 they indicate whether the licensee is performing  
9 quality, safety-related activities in cord- --  
10 accordance with the -- its operating procedures and NRC  
11 regulations?

12 A I agree with that statement, yes.

13 I think it's important to note, Mr. Rehwinkel,  
14 that the NRC has four levels of performance, Columns 1  
15 through 4; Column 1 being the best of the four columns.  
16 Turkey Point and St. Lucie are and have been in Column 1  
17 and will remain in Column 1, even subsequent to the --  
18 to the inspection discussed previously.

19 So, the -- the Florida sites are in the  
20 highest level of performance with the Nuclear Regulatory  
21 Commission.

22 MR. REHWINKEL: Okay. Mr. Coffey, those are  
23 all the questions I have. I appreciate, again,  
24 your -- your candor and your willingness to answer  
25 my questions. And I thank you for your time.

1 THE WITNESS: Thank you, sir.

2 MS. HELTON: So, that was the end of your  
3 proffer, Mr. Rehwinkel?

4 MR. REHWINKEL: Yes, and it is the end of my  
5 cross-examination as well.

6 CHAIRMAN CLARK: All right. Thank you very  
7 much, Mr. Rehwinkel.

8 I don't believe FIPUG had an questions.  
9 So, we're -- to staff, correct?

10 MS. BROWNLESS: Yes, sir. We have no  
11 questions.

12 CHAIRMAN CLARK: Ms. Brownless.

13 MS. BROWNLESS: Oh, I said, we have no  
14 questions.

15 CHAIRMAN CLARK: Oh, I'm sorry. I thought you  
16 said, we have questions.

17 MS. BROWNLESS: Oh, no, sir.

18 CHAIRMAN CLARK: My apologies. I'm -- I'm  
19 sitting here confused. Staff has no questions.

20 Commissioners, the floor is yours. Any  
21 Commissioner questions for Mr. Coffey?

22 All right. Commissioners have no --

23 COMMISSIONER POLMANN: Mr. --

24 CHAIRMAN CLARK: -- questions -- yes,  
25 Commissioner Graham -- somebody spoke.

1           COMMISSIONER POLMANN: No, I was going to say,  
2           Mr. Chairman, my -- Commissioner Polmann.

3           CHAIRMAN CLARK: Commissioner Polmann.

4           COMMISSIONER POLMANN: I was going to say my  
5           questions have been answered. Thank you,  
6           Mr. Chairman.

7           CHAIRMAN CLARK: Thank you, sir.

8           All right. Ms. Moncada, redirect.

9           MS. MONCADA: Very briefly.

10                           FURTHER EXAMINATION

11          BY MS. MONCADA:

12                 **Q     Just for clarity of the record, Mr. Coffey,**  
13                 **you explained the FME program that F- -- that FPL**  
14                 **implements. And you gave certain examples like the**  
15                 **con- -- the controlled environment, the watches, the**  
16                 **barricades, the separation between the rebuild and the**  
17                 **inspections, the cleaning, the vacuum.**

18                         **Were all of those in place during the 2012**  
19                 **rewind?**

20                 A     A lot of them was in place, yes.

21                 MS. MONCADA: That's my redirect. That  
22                 concludes my redirect, Mr. Chairman.

23                 CHAIRMAN CLARK: All right. Let's talk  
24                 exhibits. Ms. Moncada?

25                 MS. MONCADA: FPL has no exhibits. Thank you.

1 MS. BROWNLESS: OPC.

2 CHAIRMAN CLARK: Mr. Rehwinkel.

3 MR. REHWINKEL: Yes, Mr. Chairman, I -- I  
4 would ask if I could get agreement from Counsel --  
5 we briefly discussed -- well, actually -- strike  
6 that.

7 We would like to introduce Exhibit --  
8 Exhibits 53 through 58.

9 MS. MONCADA: Can I just ask, Mr. Rehwinkel,  
10 if you know whether -- if any of those are  
11 confidential -- and I believe some of them are --  
12 whether we have confidentiality orders in place for  
13 them?

14 MR. REHWINKEL: It is my understanding that  
15 all of these documents were covered by -- I don't  
16 know about orders. I know that they -- that we  
17 only received them because there was a notice of  
18 intent. I don't know the status of any RCC.

19 MS. MONCADA: Okay. I don't know either  
20 because I didn't know which ones you were intending  
21 to introduce as opposed to identify and discuss  
22 without introducing. And I'm wondering if maybe  
23 this is a matter we can handle after the conclusion  
24 of this hearing with staff to ensure that we have  
25 the correct protections in place.

1 CHAIRMAN CLARK: Rather --

2 MR. REHWINKEL: I'll tell you, Issue --  
3 Exhibit 53 and 57 and 58 are confidential.

4 MS. MONCADA: 53, 57, 58.

5 MR. REHWINKEL: Yeah, those -- those are  
6 Exhibits 4C, 6C, and 7C.

7 Mr. Chairman, I -- I am willing to -- well, I  
8 don't know if we have redacted versions of these  
9 documents. That's what I don't know.

10 CHAIRMAN CLARK: Let me check with  
11 Ms. Brownless, Mr. Rehwinkel.

12 Ms. Brownless?

13 MS. BROWNLESS: I think the easiest thing to  
14 do here, because we do have a -- I don't know if  
15 these materials were provided previously pursuant  
16 to notices of intent or to formal requests for  
17 confidentiality.

18 Looking at them, I don't think they have been  
19 the subject of formal requests for confidentiality,  
20 which would have had to have been filed by  
21 Ms. Moncada and FP&L.

22 So, maybe we could just agree now that they be  
23 admitted into evidence and kept confidential  
24 pending a request for confidentiality of Iss- -- of  
25 Exhibit 53, 57, and 58, should, upon our



1 exploration, we find out that they're not already  
2 the subject of either a confidentiality order or a  
3 request.

4 CHAIRMAN CLARK: Ms. Moncada, can you agree to  
5 that?

6 MS. MONCADA: I can.

7 MR. REHWINKEL: Yes --

8 CHAIRMAN CLARK: Mr. Rehwinkel?

9 MR. REHWINKEL: Ordinarily, the discovery is  
10 subject to an NOI, if it only comes to the Public  
11 Counsel. And then, if we bring it into the hearing  
12 and try to introduce it and it's introduced, then  
13 that triggers the requirement to do an RCC.

14 MS. BROWNLESS: So, you're in agreement with  
15 that process?

16 CHAIRMAN CLARK: So, does that mean --

17 MR. REHWINKEL: Yes, I --

18 CHAIRMAN CLARK: -- you're in agreement?

19 MR. REHWINKEL: Yes. Yeah, I -- I think  
20 it's -- it's appropriate.

21 It's -- I was wondering, Mr. Chairman --  
22 normally, when we're in a -- the live hearing room,  
23 Counsel will have an opportunity to confer, but --  
24 we don't really have that opportunity on here. I  
25 was wondering if we could take a five-minute break

1 and Ms. Moncada and I could talk.

2 CHAIRMAN CLARK: I have no objection. We'll  
3 take a five-minute recess, give you guys time to  
4 huddle.

5 (Brief recess.)

6 CHAIRMAN CLARK: All right. We are ready to  
7 go back on the record.

8 Mr. Rehwinkel.

9 MR. REHWINKEL: Yes, Mr. Chairman and  
10 Commissioners, Ms. Moncada and I have conferred and  
11 we think a reasonable resolution of the conclusion  
12 of this hearing and FPL's role in this docket would  
13 be that Public Counsel does not move Exhibits 53,  
14 57, and 58 into the record, but instead only 54,  
15 55, and 56; and that the proffer -- restrictions on  
16 that Q-and-A is removed and it becomes part of the  
17 transcript of the record.

18 The Public Counsel will make a brief closing  
19 statement and we will waive briefs and -- and allow  
20 the Commission to take this to a bench vote based  
21 on the record before them.

22 CHAIRMAN CLARK: Okay. Ms. Moncada, you're in  
23 agreement.

24 MS. MONCADA: I am.

25 CHAIRMAN CLARK: All right. We will --

1 Ms. Brownless.

2 MS. BROWNLESS: I just want to make sure I  
3 understand what's going on because, actually you  
4 were cutting in and out a little bit, and I was a  
5 little confused.

6 So, what exhibits are we going to admit into  
7 the record? Or what exhibits do you --

8 MR. REHWINKEL: 54 through 56.

9 MS. BROWNLESS: 54 and 56 only?

10 CHAIRMAN CLARK: 54, 55, and 56.

11 MS. BROWNLESS: 54, 55, and 56.

12 MR. REHWINKEL: Yes.

13 MS. BROWNLESS: And everybody is okay with  
14 those going into the record.

15 MS. MONCADA: No objection.

16 MS. BROWNLESS: Okay. And you're not going to  
17 tender 53, 57, or 58.

18 MR. REHWINKEL: Correct.

19 MS. BROWNLESS: And then you would like to  
20 make a brief closing argument; is that correct?

21 MR. REHWINKEL: Yes, very brief, and then we  
22 will waive briefing.

23 MS. BROWNLESS: You will waive briefing after  
24 your -- you're going to do a closing statement --  
25 closing argument in lieu of a brief so that you

1 waive briefs.

2 And you got these admitted into the record.

3 CHAIRMAN CLARK: And the proffered testimony  
4 is also --

5 MS. BROWNLESS: And the proffered testimony  
6 becomes non-proffered.

7 MR. REHWINKEL: Correct.

8 MS. BROWNLESS: Okay. Thank you so much.

9 CHAIRMAN CLARK: Everybody clear?  
10 We're all good. Okay.

11 Back to -- we've got all your exhibits in,  
12 Mr. Rehwinkel. Those are moved into the record.

13 (Whereupon, Exhibit Nos. 54, 55, 56 were  
14 admitted into the record.)

15 CHAIRMAN CLARK: And am I missing anything  
16 before we excuse the witness?

17 MR. REHWINKEL: Mr. Chairman?

18 CHAIRMAN CLARK: Mr. Rehwinkel.

19 MR. REHWINKEL: Mr. Chairman, I don't know if  
20 Counsel for FIPUG is on the line. They've adopted  
21 our position in here -- and I'm not trying to throw  
22 a monkey wrench in here, but I -- I think it would  
23 be helpful for the -- for the record, if they are  
24 agreeable to waiving briefing. I didn't -- we --  
25 only Ms. Moncada and I talked. I -- I didn't ask

1           them.

2           CHAIRMAN CLARK:   Okay.   Understood.

3           Ms. Putnal, are you still on the line?

4           MS. PUTNAL:   Yes.   Thank you.

5           CHAIRMAN CLARK:   Are you willing to waive  
6           briefs?

7           MS. PUTNAL:   So, I -- yes, FIPUG waives its  
8           closing statement and briefing as to FP&L.

9           CHAIRMAN CLARK:   All right.   All clear.  
10          All right.   Anything else before we allow the  
11          witness to be excused?   Ms. Moncada, would you like  
12          to excuse your witness?

13          MS. MONCADA:   Yes, please, we would ask that  
14          Mr. Coffey be excused.

15          CHAIRMAN CLARK:   All right.   Mr. Coffey is  
16          excused.

17          All right.   That concludes all of our witness  
18          testimony.   So, y'all are going to have to be a  
19          little patient with me as we go through and manage  
20          this last portion of the hearing.

21          Ms. Brownless, where is -- what's our status?  
22          Where do we stand in the proceeding?

23          MS. BROWNLESS:   Okay.   With regard to the  
24          FPUC, Gulf, and TECO, all issues for FPUC, Gulf,  
25          and TECO have been stipulated to and approved by

1 the Commission.

2 With these facts in mind with regard to FPUC,  
3 Gulf, and TECO, there is no need for briefs or  
4 further Commission action to resolve the issues  
5 before us today.

6 FP&L Issues 2A, 2B, 2C, 2D, 2E, 2H, 6, 7, 11,  
7 16, 17, 19, 21, 24A, 24B, and 27 through 36 have  
8 been stipulated to and approved by the Commission.  
9 No further action is required by the Commission on  
10 these issues.

11 FP&L Issues 2F, 2G, 8, 9, 10, 18, 20, and 22  
12 are outstanding. We've just heard Mr. Rehwinkel  
13 and FP&L say that Mr. Rehwinkel and the other  
14 intervenors would like the opportunity to make  
15 closing arguments and are willing to waive post-  
16 hearing briefs.

17 So, at this time, we would listen to  
18 Mr. Rehwinkel's closing argument. And, after that,  
19 the Commission would have the ability to conduct a  
20 bench vote on these issues, if you wish to do so.

21 CHAIRMAN CLARK: Continue with the Duke.

22 MS. BROWNLESS: With regard to Duke, no Duke  
23 issues have been stipulated or approved by the  
24 Commission. Parties have the ability to brief  
25 these issues or to offer three-minute closing

1 arguments with regard to these issues.

2 Should the parties choose to make closing  
3 arguments and waive post-hearing briefs, at the  
4 conclusion of closing arguments, the Commission has  
5 the ability to conduct a bench vote on these  
6 issues, should it wish to do so.

7 So, I guess, at this time, we need to figure  
8 out what the position of the parties is with regard  
9 to post-hearing briefs.

10 CHAIRMAN CLARK: All right. Well, let's go  
11 ahead and take the FPL issue up and dispose of that  
12 and then we'll come back to the -- to the Duke  
13 issue when we get -- get to that point.

14 So, let's begin closing arguments. We will  
15 begin with OPC. FIPUG waived. PCS is not  
16 involved. And so, we'll do OPC and then FPL.

17 Mr. Rehwinkel, you're recognized for your  
18 closing argument.

19 MR. REHWINKEL: Thank you, Mr. Chairman,  
20 Commissioners.

21 The Public Counsel is concerned that customers  
22 are paying for mistakes that are being made in a  
23 nuclear-generation business that includes the  
24 wholesale market and which regulated FPL and  
25 regulated FPL-affiliated nuclear units participate

1 and in which public information demonstrates that  
2 the nuclear generation is increasingly out of the  
3 money, in a situation where we believe FPL has not  
4 met its burden of justifying that its management  
5 was prudent in incurring the costs related to the  
6 outages at -- the outage at Port -- at -- at PSL 1,  
7 or St. Lucie Unit 1, in April of 2019.

8 Commissioners, FPL has not demonstrated that  
9 it took appropriate measures to protect customers  
10 from poor workmanship in the rewinding of the  
11 PSL 1 main generator in 2012.

12 FPL has, instead, proven that the sole cause  
13 of the failure of the generator was caused by  
14 actions or inactions of its vendor. FPL has  
15 focused its testimony on efforts to inspect the  
16 unit after the work was performed and to inspect  
17 certain vendor functions, but it has not  
18 demonstrated that it protected customers from harm  
19 related to inadequate foreign-material exclusion  
20 during the performance of its work. We believe  
21 this does not meet its burden under the law.

22 Thank you.

23 CHAIRMAN CLARK: All right. Thank you,

24 Mr. Rehwinkel.

25 Ms. Moncada.



1 MS. MONCADA: Thank you, Mr. Chairman.

2 Mr. Coffey has explained in his prepared  
3 testimony as well as his live testimony today that  
4 the mechanism of injury that caused the outage last  
5 spring at St. Lucie Unit 1 was introduced during  
6 the 2012 rewind.

7 During that rewind process, FPL had industry-  
8 best FME program and processes in place, and we  
9 required that Siemens also implement these best  
10 practices. We performed all inspections and  
11 testing consistent with industry standards and  
12 manufacturers' recommendations. The fact that a  
13 microscop- -- microscopic particle or other  
14 contaminant or damage still was introduced does not  
15 mean FPL was imprudent.

16 The Commission has ruled many times, and the  
17 Florida Supreme Court has affirmed, that the  
18 standard for evaluating prudence is what a  
19 reasonable utility manager would have done in light  
20 of the conditions and circumstances which were  
21 known or should have been known at the time the  
22 decision was made. This is a standard that focuses  
23 on management and decision-making; it does not look  
24 at the results and make a judgment based on  
25 hindsight.

1           To that end, Mr. Coffey explained in detail  
2           that FPL had rigorous processes in place. It had a  
3           highly-controlled environment. It included watches  
4           that maintained strict access and cleanliness  
5           controls. And, in fact, we got to see some of the  
6           tenting in one of the exhibits that Mr. Rehwinkel  
7           presented today.

8           They were scheduling things in a  
9           (unintelligible) fashion to ensure that the  
10          demolition activities were separated from  
11          construction activities. There were cleaning  
12          activities to ensure the greatest likelihood of  
13          success. There were inspection and quality-control  
14          points. And all of these were validated, as  
15          Mr. Coffey explained, to make sure they were done  
16          properly.

17          As for the -- I'm sorry -- Issue 2G, which  
18          involves the return-to-service delay, you didn't  
19          really hear any testimony about that live today,  
20          but one of the exhibits, Exhibit 49 that went into  
21          the record, explains that the only management  
22          decision to be evaluated was how St. Lucie  
23          estimated the time it would take to complete the  
24          outage.

25          The decision was made to estimate based on

1 standard configuration and it turns out the  
2 equipment was not in that configuration, but the  
3 total amount of time for the outage would not have  
4 changed either way.

5 Commissioners, FPL has satisfied the standards  
6 for demonstrating prudence and no adjustments  
7 should be made with respect to the replacement  
8 power costs related to the April 2019 outage at  
9 St. Lucie Unit 1, or the March 2020 return-to-  
10 service delay at St. Lucie Unit 2.

11 That concludes my -- my closing statement.

12 CHAIRMAN CLARK: All right. Thank you,  
13 Ms. Moncada.

14 Okay. We are prepared, I assume, for a bench  
15 decision, pending Commissioners' objections to a  
16 bench decision. I see no objection.

17 Ms. Brownless, do you have staff  
18 recommendation on Items 2F, 2G, 8, 9, 10, 18, 20,  
19 and 22?

20 MS. BROWNLESS: The outstanding issues that  
21 have not been stipulated to, 2F and 2G -- the staff  
22 is available to make recommendations on those  
23 issues. Mr. Wooten, I think, is available to  
24 discuss those.

25 CHAIRMAN CLARK: Okay. Mr. Wooten, are you on

1 the line?

2 MR. WOOTEN: Good afternoon. Orlando Wooten,  
3 here.

4 CHAIRMAN CLARK: We'll entertain your  
5 recommendation on Item 2F and 2G.

6 MR. WOOTEN: Good afternoon, Commiss- -- Or-  
7 good afternoon, Commissioners. Orlando Wooten.

8 FPL filed, as part of its petition for fuel  
9 cost recovery, for replacement fuel costs of the  
10 April 2019 forced outage of the St. Lucie Nuclear  
11 Power Plant Unit No. 1, and March 2020 return-to-  
12 service delay of the St. Lucie Nuclear Power Plant  
13 Unit No. 2.

14 Based on the evidence in the record, staff  
15 recommends that both the forced outage and return-  
16 to-service delay were handled prudently by the  
17 company and no adjustments are necessary for  
18 replacement power costs.

19 Both unplanned outages were caused by  
20 situations out of the company's control and, when  
21 the issues were identified, they were handled as  
22 quickly and safely as possible.

23 The total -- total combined replacement power  
24 costs for the unplanned outages is approximately  
25 \$19 million.

1           Staff recommends approval of Issue --  
2           Issues 2F and 2G and is available for questions.

3           CHAIRMAN CLARK: All right. Thank you,  
4           Mr. Wooten.

5           Mr. Higgins, you want -- or Ms. Brownless, you  
6           want to go --

7           MS. BROWNLESS: Yes.

8           CHAIRMAN CLARK: -- through it -- through them  
9           all at one time?

10          MS. BROWNLESS: Well, what I'd like is for  
11          Mr. Wooten to please read his recommendation for  
12          Issue 2F as well as his further recommendation for  
13          2G into the record.

14          CHAIRMAN CLARK: Isn't that what he just did?

15          MS. BROWNLESS: He gave a short summary --

16          CHAIRMAN CLARK: Okay.

17          MS. BROWNLESS: -- but there are -- there is  
18          more- specific language.

19          MR. WOOTEN: Yes, I can provide more-specific  
20          language, if that's requested.

21          In regards to Issue 2F -- do you want me to  
22          state the issue as well?

23          MS. BROWNLESS: No, just say Issue 2F and go  
24          with your explanation here, Mr. Wooten.

25          MR. WOOTEN: Okay. Issue 2F -- yes, during

1 operations, St. Lucie Unit No. 1 experienced a  
2 ground fault that caused an automatic shut-down  
3 response.

4 After analysis was performed, this is believed  
5 to have been caused by the introduction of a  
6 foreign material by a vendor in 2012. This foreign  
7 material degraded the insulation of the generator  
8 gradually, causing a failure that led to the  
9 shutdown in 2019. The prepared performance was a  
10 full rewind of the generator over 49 days.

11 Based on the evidence contained in the record,  
12 the April 2019 forced outage at St. Lucie Nuclear  
13 Power Plant Unit No. 1 was handled prudently and  
14 the associated replacement power costs are  
15 reasonable.

16 In regards to Issue 2G: Yes, during the 2020  
17 outage, FPL attempted a planned replacement of an  
18 electrical switch gear required for plant  
19 operation. During this planned replacement, an  
20 interfacing -- and interfacing conflict was  
21 discovered, which increased the scope of the work  
22 of the replacement.

23 FPL was previous- -- previously aware of the  
24 possibility of the conflict and, as a contingency  
25 prior to the spring 2020 outage, FPL procured and

1 received all necessary materials to correct the  
2 potential issue; however, the duration required to  
3 correct the configuration discrepancy was not  
4 accounted for in the original outage schedule and,  
5 due to limited accessibility during plant  
6 operations, a longer outage duration was necessary.

7 Based on the evidence contained in the record,  
8 the March 2020 forced outage at St. Lucie Nuclear  
9 Power Plant Unit No. 2 was handled prudently and  
10 the associated re- -- replacement power m- --  
11 replacement power costs are reasonable.

12 MS. BROWNLESS: And at this time, if  
13 Mr. Higgins -- Higgins could give a recommendation  
14 with regard to Issues 8, 9, 10, 18, 20, and 22.

15 MR. HIGGINS: Yes. Yes, ma'am. Hello,  
16 Commissioners. Devlin Higgins with Commission  
17 staff.

18 Staff would recommend, concerning FPL, for  
19 Issues 8, 9, 10, 18, 20, and 22, to adopt the  
20 company- -- or to approve the company's position on  
21 those issues as laid out in Order  
22 No. PSC-20200415PHO-EI, or the prehearing order, as  
23 outlined.

24 And staff is available for any questions you  
25 may ask. Thank you.

1           CHAIRMAN CLARK: Okay. That's adopt company  
2 positions on all items, right --

3           MS. BROWNLESS: Yes.

4           CHAIRMAN CLARK: -- Ms. Brownless? Okay.  
5 We're good.

6           All right. Commissioners, do you have any  
7 questions? Any questions?

8           Commissioner Brown.

9           COMMISSIONER BROWN: I -- I just have a  
10 comment. I appreciate staff making their  
11 recommendations on these contested issues orally  
12 today. And I -- I say I believe Witness Coffey --  
13 I think he was very credible in his testimony and  
14 his extensive explanations to decisions that were  
15 made were valid and prudent.

16           Additionally, I think the exhibits that are in  
17 the record as well as the other materials support  
18 this conclusion. And, with that, I would support  
19 the staff recommendation on these contested issues.

20           CHAIRMAN CLARK: All right. We have a motion  
21 to approve staff's recommendation. Do we have a  
22 second?

23           COMMISSIONER POLMANN: Second.

24           COMMISSIONER FAY: Second.

25           CHAIRMAN CLARK: A motion and a second.



1           Is there any discussion? On the motion, all  
2           in favor, say aye.

3           (Chorus of ayes.)

4           CHAIRMAN CLARK: Opposed?

5           Motion carries. The item is approved.

6           All right. Next, with regard to Duke, I would  
7           ask the principals if they would like to make -- if  
8           they plan to brief on the Duke issues.

9           Mr. Rehwinkel?

10          MR. REHWINKEL: The Public Counsel does --  
11          yes, the Public Counsel intends to brief.

12          CHAIRMAN CLARK: All right. Public Counsel  
13          intends to brief. That pretty much sums all of  
14          that up, then.

15          Ms. Brownless, what's the time line of the  
16          briefing schedule?

17          MS. BROWNLESS: Briefs are limited to 40 pages  
18          and are due on November 10th of 2020. A post-  
19          hearing special agenda will be held on  
20          December 15th, 2020.

21          CHAIRMAN CLARK: All right. Staff, are there  
22          any other matters outstanding that need to be  
23          addressed at this time?

24          MS. BROWNLESS: No, sir, not at this time.

25          MR. BERNIER: Mr. -- Mr. Chairman?

1 CHAIRMAN CLARK: Yes. Who was that?

2 MR. BERNIER: I apologize. Matt Bernier for  
3 Duke Energy.

4 CHAIRMAN CLARK: Mr. Bernier.

5 MR. BERNIER: If I could, real quickly --  
6 thank you.

7 I recognize that staff is not in a position to  
8 make recommendations on certain of our issues that  
9 are -- have not really been discussed here today,  
10 but for going forward and to make sure that I do  
11 not waive this objection if this is raised again  
12 next year, Duke Energy would like, for the record,  
13 to object to OPC and FIPUG and PCS Phosphate being  
14 able to brief any issue on which they did not take  
15 a substantive position in this docket.

16 They have identified Issues 1A and 11 and then  
17 fallout issues 10, 18, 20, and 22, but on all  
18 remaining issues, they took no position and pointed  
19 out that Duke has the burden of proof, which is  
20 still not a position.

21 FIPUG and PCS adopted that "no position" and I  
22 think, under the -- the rules that we go by in the  
23 prehearing, if you don't take a position prior to  
24 hearing, you're not permitted to contest those  
25 issues and brief them.

1 I recognize we're not in the position for a  
2 bench vote, but I want to make sure that that  
3 objection is on the record going forward.

4 CHAIRMAN CLARK: Your objection is duly noted.

5 MR. BERNIER: Thank you.

6 CHAIRMAN CLARK: Any other matters?

7 Commissioners, any --

8 COMMISSIONER POLMANN: Mr. -- Mr. Chairman?  
9 Mr. Chairman?

10 CHAIRMAN CLARK: Yes, Commissioner Polmann.

11 COMMISSIONER POLMANN: May or may not be  
12 appropriate, but I think that Mr. Bernier raises, I  
13 would say, a good point. I don't know if it's  
14 something that our advisor -- the legal advisor  
15 feels comfortable making any comment on, but I -- I  
16 take it as wholly significant, valid point.

17 It may simply be procedural. It may be a  
18 legal point. I don't want to force the issue, but  
19 I want to respect the point, Mr. Chairman.

20 CHAIRMAN CLARK: All right. I'm going to ask  
21 Ms. Helton or Mr. Hetrick, one, if they would  
22 address this item for us.

23 Ms. Brownless, would you --

24 MS. BROWNLESS: Yes.

25 CHAIRMAN CLARK: You seem prepared and ready.

1 MS. BROWNLESS: Yes. With regard to  
2 Mr. Bernier's point, we spent -- staff spent a  
3 significant amount of time trying to get the  
4 parties to agree to which issues could be  
5 stipulated to and which could not.

6 And we -- we were aware that there were  
7 issues, as Mr. Bernier correctly points out, in  
8 which eventually the Office of Public Counsel took  
9 the position that they had no position and wanted  
10 their very-descriptive language elicited in there  
11 to what "no position" meant.

12 We simply ran out of time to run that all to  
13 ground. The idea staff had was, since we got to  
14 this time, that the OPC would not file briefs on  
15 those issues, but would only file a brief on the  
16 issue that they actively contested, Issue 1A and  
17 11, and 18, 20, and 22.

18 And I apologize for that, but we simply ran  
19 out of time.

20 CHAIRMAN CLARK: Okay. Is that your  
21 agreement, Mr. Rehwinkel? Is that your intention?

22 MR. REHWINKEL: Yes. We're -- we're only here  
23 about Bartow and -- and the cascading dollars.

24 CHAIRMAN CLARK: Fallout from it? Okay.

25 MR. REHWINKEL: There's -- there's no hidden

1 agenda here where we're trying to kind of keep  
2 other issues in our hip pocket to bring out in the  
3 future.

4 I -- I have no problem with what Mr. --  
5 Mr. Bernier said. We don't have a hidden agenda.

6 CHAIRMAN CLARK: Okay. Very good.

7 MR. REHWINKEL: And I wasn't suggesting he's  
8 saying we were. He was doing the right thing.

9 CHAIRMAN CLARK: Absolutely correct.

10 MR. BERNIER: Thank you.

11 CHAIRMAN CLARK: Understood. All right.  
12 We're all good.

13 Any other questions? Commissioners? Anything  
14 else?

15 All right. If there is nothing else, I  
16 believe that concludes all of our matters for  
17 today. Thank you all very much for your  
18 participation and your indulgences today. We were  
19 able to get through all the clause dockets in a  
20 one-day hearing, and I think that's pretty amazing.

21 So, special thank you to all of the parties  
22 involved for your hard work and to the staff that  
23 worked on -- numerous hours on getting us to this  
24 point and to an absolutely wonderful prehearing  
25 officer who did a fantastic job. So, thank you

1           all. Have a great day.

2                   We stand adjourned.

3                   (Whereupon, the proceedings concluded at 5:12

4 p.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA )  
COUNTY OF LEON )

I, ANDREA KOMARIDIS WRAY, Court Reporter, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

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

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 5th day of November, 2020.



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ANDREA KOMARIDIS WRAY  
NOTARY PUBLIC  
COMMISSION #GG365545  
EXPIRES February 9, 2021