

**TESTIMONY**

**of**

**INGMAR E. STERZING**

**on behalf of**

**Dixie Electric Membership Corporation**

**AUGUST 16, 2021**

**EXHIBIT F**

**TESTIMONY OF INGMAR E. STERZING**

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

A. My name is Ingmar E. Sterzing, and my business address is 12805 Cricoli Dr., Austin, TX 78739. I am independently contracted as Vice President, Power Supply at EnerVision, Inc.

Q. WHAT SERVICES DO YOU PROVIDE AT ENERVISION?

A. I provide strategic consulting services focused primarily on wholesale power supply planning, acquisition, and management. My services involve developing and evaluating supply plans, evaluating products, conducting risk analysis, developing financial and economic forecasts, conducting power supply solicitations, acquiring power supply, negotiating power supply agreements, and managing power supply. I also provide consulting services to support strategic planning, rate design, cost of service, and member services development for electric distribution cooperatives.

Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?

A. I received a Bachelor of Science in Mechanical Engineering and a Master of Business Administration from the University of Texas at Austin and a Master of Nuclear Engineering from North Carolina State University.

Q. DESCRIBE YOUR PROFESSIONAL WORK EXPERIENCE.

A. I have 25 years of experience in the power and energy industry. A large portion of my career has been directly focused on serving public power cooperatives and municipalities to help them achieve their mission of providing low-cost, safe, reliable power for their communities. I have worked directly in all aspects of the

1 power industry at firms such as Skaia Energy, OnPeak Power, Pedernales Electric  
2 Cooperative (PEC), LS Power, Westinghouse, Lower Colorado River Authority  
3 (LCRA), and General Electric.

4 Q. HAVE YOU PREVIOUSLY OFFERED TESTIMONY BEFORE ANY PUBLIC  
5 UTILITY REGULATORY COMMISSION?

6 A. No, I have not directly testified before any public utility regulatory commission, but  
7 I have provided support and information for testimonies given before the Public  
8 Utility Commission of Texas.

9 Q. WHAT WAS YOUR ROLE IN ADMINISTERING DEMCO'S REQUEST FOR  
10 PROPOSALS (RFP) PROCESS AND EVALUATING PROPOSALS SUBMITTED  
11 BY BIDDERS?

12 A. I was integrally involved in every aspect of the RFP process from day one. I initially  
13 worked with DEMCO to develop a draft RFP consistent with Louisiana Public  
14 Service Commission requirements, helped administer the RFP, evaluated bids,  
15 advised and consulted with DEMCO management on all aspects of the RFP, and  
16 ultimately made recommendations to DEMCO management regarding what I  
17 believe were the best options for DEMCO going forward in terms of obtaining an  
18 new power supply contract to serve its needs.

19 Q. CAN YOU EXPLAIN IN MORE DETAIL ALL OF THE STEPS INVOLVED IN THE  
20 RFP PROCESS?

21 A. Throughout the entire RFP process, I worked closely with my colleague Ronnie  
22 Donaldson at EnerVision. Mr. Donaldson has extensive experience in the power  
23 supply industry as well. This collaborative approach allowed EnerVision to ensure

1           that we left no stone unturned in fully and accurately evaluating all proposals. Mr.  
2           Donaldson is submitting testimony in this matter as well. I worked with Mr.  
3           Donaldson to prepare his testimony just like we worked together throughout the  
4           entire RFP process and am confident that it accurately describes the work we  
5           performed together for EnerVision on behalf of DEMCO. In fact, if I were asked  
6           each of the questions posed to Mr. Donaldson, my responses would be identical  
7           to his in substance. Rather than repeat all of the steps in the RFP process  
8           described by Mr. Donaldson, I would simply refer you to Mr. Donaldson's testimony  
9           which also describes in detail the work I did in this matter.

10    Q.    WAS THERE ANY DIFFERENCE IN THE WORK THAT YOU AND MR.  
11           DONALDSON PERFORMED?

12    A.    Not to any meaningful degree. For example, depending on our schedules, I may  
13           have fielded questions from DEMCO or taken the first look at issues as they arose  
14           in some instances. In other instances, Mr. Donaldson may have taken the first  
15           look at issues as they arose. Similarly, depending on our schedules, there were  
16           times where I may have been on a conference call or attended a meeting without  
17           Mr. Donaldson or vice versa. Finally, although our backgrounds are similar, they  
18           are not identical. There were times when I may have taken the lead in initially  
19           assessing an issue because I had slightly more experience with it or the other way  
20           around. But Mr. Donaldson and I collaborated on all significant analyses  
21           performed by EnerVision throughout the entire the RFP process and came to the  
22           same conclusions. I am confident that DEMCO made the best choice for its  
23           members.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A Yes, it does.

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BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION

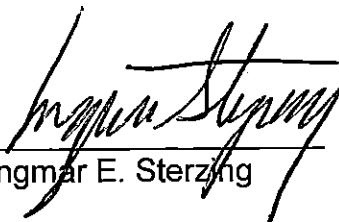
DOCKET NO. U-

Joint Application for Approval of  
Power Supply Agreements

**AFFIDAVIT OF WITNESS**

I, Ingmar E. Sterzing, being duly sworn, depose  
that the Direct Testimony in the  
above referenced matter on behalf of  
DEMCO

is true and correct to the best of my knowledge, information and belief.

  
Ingmar E. Sterzing

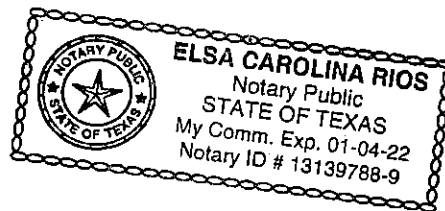
Subscribed and sworn before

me this 16 day of

August, 2021.

  
My Commission expires

1/4/22



**TESTIMONY**

**of**

**MICHAEL TOAL**

**on behalf of**

**NEXTERA ENERGY MARKETING, LLC**

**AUGUST 17, 2021**

**EXHIBIT G**

**I. INTRODUCTION**

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. Michael Toal. 700 Universe Boulevard, Juno Beach Florida 33408.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by NextEra Energy Marketing, LLC ("NEM"), as a Vice President of Power Origination. Since 2011, I have been responsible for power origination throughout North America for NEM. This includes responsibility for the power supply arrangements NEM enters into with customers throughout the country, including more than 70 electric cooperatives and municipal utilities. My area of responsibility includes being responsible for the Full Requirements Power Supply Agreement ("PSA") executed with Dixie Electric Membership Corporation ("DEMCO").

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE.

A. I have been employed by subsidiaries of NextEra Energy Inc. ("NextEra") since 2001. Prior to my current position, I held a variety of positions within NEM, including Vice President of Renewable Marketing, Wholesale Supply, and Risk Analytics, and I also served as a Director of Accounting for NextEra Energy Resources, LLC ("NEER"). Prior to joining NextEra, I was the Controller of an automotive services company, Car Spa, Inc. Before my employment with CarSpa Inc., I was a practicing certified public accountant within Ernst & Young's audit department, focusing on audits of companies within the real estate, healthcare, and retail spaces. I earned a Bachelor of Science in Accounting from Florida Atlantic University in 1994.



1 Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

2 A. I am testifying on behalf of NEM.

3

4 Q. HAS THIS TESTIMONY BEEN PREPARED BY YOU OR UNDER YOUR  
5 SUPERVISION?

6 A. Yes.

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8 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE LOUISIANA PUBLIC  
9 SERVICE COMMISSION ("LPSC") OR ANY OTHER COMMISSION?

10 A. No.

11

12 **II. PURPOSE AND SUMMARY OF DIRECT TESTIMONY**

13 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS PROCEEDING?

14 A. The purpose of my testimony is to provide an overview of: (1) NEM and its capabilities;  
15 (2) the services to be provided by NEM under the PSA; (3) how NEM has successfully  
16 performed similar services for other public power entities; and (4) additional benefits  
17 provided to DEMCO under the PSA.

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19 Q. WHAT IS YOUR UNDERSTANDING OF THE STANDARD THE LPSC WILL APPLY  
20 TO THE PSA?

21 A. While I am not a lawyer, it is my understanding that the LPSC reviews the PSA for whether  
22 it provides safe and reliable power to DEMCO at the lowest reasonable cost. My testimony  
23 will address this standard from the perspective of NEM's capabilities to perform under the  
24 proposed PSA.

1 NextEra and NEM were not involved in the selection process – that process as was solely  
2 the purview of DEMCO and its consultant, EnerVision, Inc. (“EnerVision”) – and,  
3 therefore, I am not in a position to testify on whether the PSA was the lowest reasonable  
4 cost in the context of the selection process conducted by DEMCO and EnerVision. I refer  
5 the LPSC to the direct testimony of DEMCO and EnerVision on the selection process.  
6

7 **III. OVERVIEW OF NEM**

8 Q. PLEASE PROVIDE A GENERAL OVERVIEW OF NEM.

9 A. NEM is the wholesale energy trading and marketing arm for NEER, which is a principal  
10 subsidiary of NextEra. To place NEM in context of the NextEra family of companies, the  
11 following is an overview of NextEra, NEER, and NEM.

12 **NextEra**

13 NextEra Energy is an industry leader in producing clean and renewable electric energy,  
14 and in delivering reliable and economical electric utility service to millions of customers.  
15 Our company employs about 14,900 people who produce and deliver affordable, reliable,  
16 clean electricity to customers mainly in the U.S. and Canada. NextEra, a Fortune 200  
17 company included in the Standards and Poor’s (“S&P”) 100 Index, is one of the largest  
18 electric power and energy infrastructure companies in North America, with a market  
19 capitalization of approximately \$152 billion as of April 1, 2021. Our balance sheet is one  
20 of the strongest in the industry. Our long-term issuer credit ratings of A- / A / Baa by S&P  
21 Global Ratings, FitchRatings, and Moody’s Investors Service, respectively, the three  
22 leading credit rating agencies globally, reflect the strength of our balance sheet and the  
23 discipline with which we allocate capital. We view our financial strength not only as a key  
24 component of our strategy, but also as critically important to our ability to continue

investing in our business for the benefit of our customers. In fact, we have maintained ratings in the single-A category for more than 25 years and will continue doing so in the future. NextEra has been recognized often by third parties for its efforts in sustainability, corporate responsibility, ethics, compliance, and diversity, and has been ranked No. 1 in the electric and gas utilities industry in Fortune's 2021 list of "World's Most Admired Companies" 14 of the last 15 years. In 2021, NextEra Energy ranked No. 1 for eight of the nine rated attributes, including innovation, people management, use of corporate assets, quality of management, financial soundness, long-term investment value, quality of products/services and global competitiveness.

## 2020-2021 awards & recognitions

- In 2021, NextEra Energy was ranked No. 1 in the electric and gas utilities industry on Fortune magazine's list of World's Most Admired Companies for the 14th time in 15 years. NextEra Energy ranked No. 1 for eight of the nine rated attributes, including innovation, people management, use of corporate assets, quality of management, financial soundness, long-term investment value, quality of products/services and global competitiveness.
- In 2021, NextEra Energy was recognized by Forbes magazine as one of America's Best Employers for the fifth year and as one of America's Best Employers for Diversity for the fourth consecutive year and in 2020 as one of America's Best Employers for Veterans for its efforts to recruit, employ and retain veterans.
- In 2021, NextEra Energy was named to the first-ever list of TIME100 Most Influential Companies. The new list highlights 100 businesses making an extraordinary impact around the world.
- NextEra Energy was recognized in 2021 for the 14th time as one of the World's Most Ethical Companies™ by the Ethisphere Institute.
- NextEra Energy was assessed as having best-in-class preparedness, according to S&P Global Ratings' ESG evaluation, reflecting our ability to identify long-term risks and develop and implement plans to transform these challenges into new opportunities, distinguishing the company from its peers amid the disruptive forces facing the industry. NextEra Energy's final ESG evaluation score, 88, is one of the highest rankings to be given by S&P Global Ratings to any corporate entity within the electric power industry.



- In 2020, NextEra Energy received the third annual S&P Global Platts Energy Transition Award, recognizing our leadership in environmental, social and governance.
- NextEra Energy received the highest ESG rating of AAA from MSCI Inc.
- NextEra Energy received a HIRE Vets Platinum Medalion Award in 2020 from the U.S. Department of Labor for recruiting, employing and retaining veterans.
- In 2021, NextEra Energy was recognized by Institutional Investor for the best CEO and the best investor relations team in the utilities industry for the last six years in a row and the best CFO for the last three years.
- In 2020, FPL was awarded the ReliabilityOne™ National Reliability Award, presented by PA Consulting, for the fifth time in six years; FPL also earned the ReliabilityOne™ Award for Outstanding Technology & Innovation, as well as the Outstanding Reliability Performance Award for the Southeast region.
- In 2020, Site Selection magazine named FPL as one of the Top U.S. Utilities in Economic Development.
- FPL was named among the 2020 Most Trusted Utilities by Escalent, a top human behavior and analytics firm. FPL ranked as the most trusted electric provider in Florida and fourth among our electric utility peers nationwide. This is the seventh consecutive year the company was recognized by Escalent as being one of the top-performing utilities.

1 Building on a 90-year history in the electric utility industry, NextEra's subsidiaries own  
2 and operate more than 58 gigawatts ("GW") of electricity generating capacity primarily  
3 across 38 states in the U.S. and four provinces in Canada. NextEra subsidiaries own and  
4 operate approximately 15% of the installed base of U.S. wind power production capacity  
5 and own and/or operate approximately 9% of the installed base of U.S. utility-scale solar  
6 power production capacity. NextEra subsidiaries are also the largest owner and operator  
7 of photovoltaic solar generating plants in the United States. In addition, NextEra affiliates  
8 have ownership interests in natural gas pipelines, and have significant investment in oil  
9 and gas shale infrastructure with operations located primarily in the Midwest and South  
10 regions of the U.S.

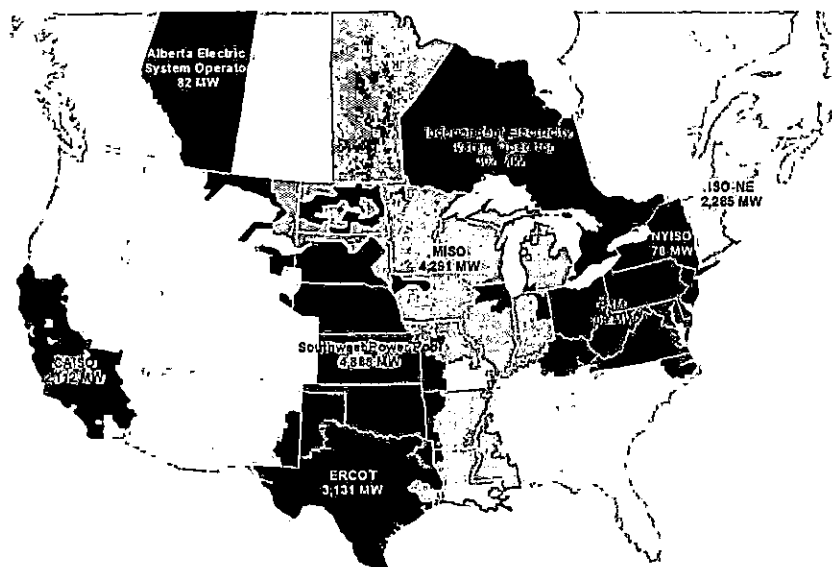
11 **NEER**

12 As of June 30, 2021, affiliates of NEER operate approximately 18 GW of wind energy  
13 through more than 135 facilities across North America. NEER also operates approximately  
14 4 GW of solar through 42 utility-scale (*i.e.*, over 20 megawatts ("MW")) solar projects in  
15 the U.S. In addition, NEER is uniquely positioned for the next phase of renewables  
16 deployment that pairs low-cost wind and solar energy with a low-cost battery storage  
17 solution to meet customer needs for firm generation. Among NEER's customers for wind  
18 and solar are more than 80 municipal authorities and cooperatives, with which NEER has  
19 many long-standing relationships. NEER affiliates operate in all U.S. organized markets.  
20 For example, as the map illustrates by total NEER generation in the different markets,  
21 NEER affiliates have significant generation facilities in the organized markets, including  
22 the Midcontinent Independent System Operator, Inc. ("MISO").<sup>1</sup>

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<sup>1</sup> Map indicates generation as of December 31, 2020.

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## NEM

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NEM is one of the largest suppliers of wholesale electricity and electricity related products in the United States to public power entities, including generation and transmission cooperatives, distribution cooperatives, municipal utility aggregations, and municipal utilities. NEM serves more than 18 million megawatt-hours to more than 70 electric cooperatives and municipal utilities and provides services for approximately 5,000 MW of load. NEM provides full requirements energy supply in all major organized markets, including MISO. NEM also maintains an in-house team of specialists that develop and implement highly structured transactions for our clients – unit contingent purchases, mid-market and long-term heat rate call options, block power supply, structured full requirements supply, and forward market support and optimization. NEM's full

1 requirements service infrastructure, which will be utilized to implement the PSA, includes  
2 a 24-hour desk, regulatory and compliance services, load forecasting and scheduling  
3 MISO and other independent system operator settlements and billing, and renewable  
4 energy credit procurement and compliance. NEM is a financially strong, creditworthy  
5 counterparty with an unparalleled level of experience and expertise to serve customers'  
6 energy and capacity needs, including DEMCO.

7 Q. DO NEER AFFILIATES HAVE A PRESENCE IN LOUISIANA?

8 Yes. In Louisiana, an affiliate of NEER operates an oil and natural gas exploration and  
9 production facility ("E&P") with operations located in the Haynesville Shale in Northwest  
10 Louisiana. NEER plans to invest up to \$1.5 billion of incremental capital in Louisiana  
11 over the next few years by: (1) growing its E&P presence; (2) potentially expanding its  
12 natural gas pipeline presence; and (3) investing up to \$1 billion in solar generating projects  
13 at various stages of development by indirect, wholly-owned subsidiaries of NEER. In Mr.  
14 Michalczak's testimony, he provides additional information on NEER's Amite Solar  
15 project, as well as NEER's solar development plans in Louisiana.

16  
17 Additionally, affiliates Florida Power & Light Company ("FPL") along with Gulf Power  
18 Company ("Gulf Power") regularly provide storm restoration support to Louisiana's  
19 utilities in the wake of natural disasters. In 2020, FPL sent more than 1,300 line workers  
20 and contractors to help restore power following the devastating damage caused by  
21 Hurricane Laura, and FPL sent nearly 180 semi-tractor trailers to the Lake Charles area  
22 with poles and equipment to help rebuild critical parts of the transmission grid. In response  
23 to Hurricane Delta, FPL sent more than 850 employees and contractors to Louisiana. And  
24 for Hurricane Zeta, more than 1,500 FPL employees and contractors were deployed to

1 states, including Louisiana. Most recently, more than 600 FPL and Gulf Power contingent  
2 workers, along with an FPL management support team, answered the call to assist those in  
3 Louisiana and other states impacted by the severe winter weather in February 2021.

4  
5 Q. GIVEN THE STATED CAPABILITIES OF NEM AND THE NEXTERA FAMILY OF  
6 COMPANIES, DO YOU VIEW NEM AS RELIABLE AND CAPABLE TO PERFORM  
7 UNDER THE PSA.

8 A. Yes. I have every confidence in NEM's reliability and capability to perform under the  
9 PSA. As already explained, NEM is a financially strong, creditworthy company that has  
10 extensive nationwide experience in organized markets, including providing full  
11 requirements services. As explained below, and attached as Exhibit MT-1, wholesale  
12 customer testimonials show they hold NEM in high regard for its ability to meet and exceed  
13 their expectations. NEM has every expectation that DEMCO will receive the same high  
14 level and quality of services under the PSA.

15  
16 **IV. OVERVIEW OF SERVICES UNDER THE PSA**

17 Q. PLEASE PROVIDE AN OVERVIEW OF NEM'S FULL REQUIREMENTS  
18 OBLIGATION TO DEMCO.

19 A. NEM's commitment under the PSA is a full requirements obligation. Therefore, pursuant  
20 to the proposed PSA, NEM will deliver 100% of DEMCO's energy and energy related  
21 product needs including capacity, ancillary, and transmission and provide market  
22 participant services for a fixed price per megawatt hour (the "Fixed Price") delivered,  
23 which is determined each year during the PSA's term. The PSA is proposed to start on  
24 April 1, 2024 and runs through December 31, 2033.

1 As part of its full requirements commitment under the PSA, NEM, as outlined below, will  
2 perform the role of Market Participant for DEMCO, which will include NEM integrating  
3 into the delivery of energy and capacity to DEMCO the Power Sales Contract between the  
4 United States of America and DEMCO, also known as the Southwestern Power  
5 Administration (the "SWPA Contract") for hydroelectric power, and the 100 MW Amite  
6 Solar project through its power purchase agreement ("PPA").  
7

8 Q. PLEASE ELABORATE ON THE PSA'S FIXED WHOLESALE ENERGY AND  
9 CAPACITY PRICE.

10 A. Exhibit A of the PSA, the "Default Pricing Plan", explains in detail how the Fixed Price in  
11 each calendar year is determined. To maintain a balance among cost, certainty, risk, and  
12 maintaining the flexibility to take advantage of future market opportunities likely to  
13 develop due to the rapidly changing energy markets, DEMCO is taking a managed  
14 approach, eliminating the price risk associated with more of its energy and capacity needs  
15 for the earlier years of the contract than the later years.

16 Upon the effective date of the PSA, the pricing for the following percentages of DEMCO's  
17 energy and capacity needs will be fixed. Percentages below include NEM's initial quantity  
18 of energy and capacity (the "Baseload Amount") and the purchases under the SWPA  
19 Contract and Amite Solar PPA:

- 20 ➤ 90% for the first year (2024);
- 21 ➤ 70% for the second year;
- 22 ➤ 50% for the third year; and
- 23 ➤ 30% for all remaining years of the PSA.
- 24 ➤



1 The Baseload Amount pricing is similar to a fixed price PPA. On the remaining portion of  
2 DEMCO's energy and capacity needs, pricing will be fixed in the future biannually at the  
3 then market price. Pricing for approximately 100% of the estimated energy and capacity  
4 needs for that year will be fixed. Before the beginning of each calendar year during the  
5 term of the PSA, NEM will calculate the Fixed Price for that year. The Fixed Price will be  
6 calculated based upon two principal components: (i) the cost of energy and capacity, which  
7 represent over 80% of DEMCO's total wholesale energy costs, and (ii) an estimate of the  
8 cost charged by MISO (*i.e.*, Transmission). The Fixed Price will also include NEM's fee  
9 and an adjustment for any under collection or over collection of the previous year's  
10 estimated amounts. Therefore, NEM is selling DEMCO all of the energy, capacity, and  
11 other energy related needs under the contract for the Fixed Price. DEMCO will not  
12 purchase those needs from any entity other than NEM.

13  
14 Q. PLEASE ELABORATE ON HOW THE PRICE FOR THE REMAINING PORTION OF  
15 DEMCO's ENERGY AND CAPACITY NEEDS IS DETERMINED?

16 A. As explained in the PSA's Default Pricing Plan, on a recurring biannual basis NEM will  
17 obtain two price quotes for energy and capacity for the quantities and terms outlined in the  
18 Default Pricing Plan from third-party counterparties. The counterparties selected will be  
19 active in the MISO market and meet NEM's transactional standards. Using the lowest  
20 prices received, NEM will provide DEMCO, and any advisor to DEMCO, a summary of  
21 the resulting Fixed Price for the energy and capacity components for each of the years the  
22 quotes were obtained, along with the quotes received.

1 Q. HOW ARE THE ESTIMATES OF THE COSTS CHARGED BY MISO FOR  
2 ANCILLARIES, TRANSMISSION, AND LOAD-FOLLOWING COSTS  
3 DETERMINED?

4 The estimates will be determined using current market information and calculations that  
5 are consistent with the methodologies used by NEM in serving its other customers. The  
6 ancillary and transmission costs can be driven by non-economic or fundamental supply and  
7 demand factors which makes purchasing those items in advance challenging and often not  
8 possible. The load-following costs are the costs associated with purchasing additional  
9 energy, when needed, for DEMCO and selling any excess. The load-following cost is  
10 strongly correlated to weather and the impact weather has on DEMCO's demand.  
11

12 Q. HOW IS EACH YEAR'S FIXED PRICE DETERMINED?

13 A. No later than September 30 of each year during the PSA's term, NEM will provide  
14 DEMCO with a calculation of the Fixed Price for the succeeding year, which is the sum of  
15 the fixed cost of the energy and capacity and the estimate of the cost charged by MISO  
16 (*i.e.*, Transmission), NEM's fee, and an adjustment for any under collection or over  
17 collection of the previous year's estimated amounts.  
18

19 Q. ARE THE WHOLESALE COSTS UNDER THE PSA RELIABLE AND CONSISTENT?

20 A. Yes. At any given point following the Default Pricing Plan, on average approximately  
21 72% of the following 3 years of DEMCO's annual pricing for expected energy and capacity  
22 needs will be locked in advance.  
23  
24

1 Q. PLEASE PROVIDE AN OVERVIEW OF MARKET PARTICIPANT SERVICES NEM  
2 WILL PROVIDE DEMCO UNDER THE PSA.

3 A. The PSA requires that NEM serve as the MISO Market Participant for DEMCO. In this  
4 role, NEM will:

- 5 • Develop energy forecasts on a daily basis;
- 6 • Interface with MISO as the energy scheduler for purposes of market settlement and  
7 billing agent;
- 8 • Monitor and manage DEMCO's actual and forecasted load;
- 9 • Provide monthly reports on DEMCO's wholesale power supply position, costs, and  
10 risks; the net positions on DEMCO's physical and financial monthly surpluses and  
11 deficits; and market updates;
- 12 • Bi-annual coordination for DEMCO to review and finalize pricing decisions, and  
13 assist DEMCO implement responses to changes in the MISO market;
- 14 • Engage in quarterly discussions on forecasts of wholesale power supply, and  
15 provide updates summarizing opportunities and market conditions, as well as  
16 variances between actuals and forecasts;
- 17 • Engage in quarterly pull-ups on any issues to address with regard to the services  
18 NEM is providing under the PSA;
- 19 • Serve as the scheduling agent for the SWPA Contract; and
- 20 • Act as the registered Purchasing/Selling Entity with the North American Electric  
21 Reliability Corporation.

22 These Market Participant services leverage NEM's already existing capabilities, which are  
23 explained above, and will provide DEMCO with a view and access to the MISO market

1 that it has not had in the past. These services, therefore, will facilitate the implementation  
2 of the full requirement obligations, including providing DEMCO the market and forecast  
3 information needed to make decisions on how best to instruct NEM to deliver energy and  
4 capacity. As I discuss later in my testimony, NEM customers receiving similar services  
5 have been complimentary of their relationship with NEM and highly satisfied with the  
6 services and wholesale prices.

7  
8 Q. HOW DO THE ABOVE SERVICES TAKE INTO ACCOUNT THE AMITE SOLAR  
9 PPA?

10 A. Given that solar is an intermittent generation resource, NEM will forecast Amite Solar's  
11 hourly solar generation with the help from NextEra Analytics, Inc. ("NEA"), an indirect  
12 wholly-owned subsidiary of NEER. NEA has decades of experience analyzing, modeling  
13 and forecasting renewable solar and wind resources. NEA's hourly generation forecast  
14 will be incorporated into NEM's estimates of hourly load utilized for procurement and cost  
15 estimates. NEA's capacities will, therefore, assist NEM's ability to forecast changes from  
16 Amite Solar, so to correspondingly adjust the deliveries of energy and capacity to DEMCO.  
17 There is no additional charge to DEMCO for NEA's services under the PSA or the Amite  
18 Solar PPA.

19  
20 Q. DOES THE PSA PROVIDE FOR THE LPSC TO MONITOR THE PSA?

21 A. Yes. Exhibit A(D) "Audit Rights" of the PSA provides that NEM will maintain its books  
22 and records associated with the PSA in accordance with applicable LPSC regulations.

1 Q. WILL DEMCO BE EXPOSED TO SPOT MARKET PRICING?

2 A. NEM's supply pricing approach is designed to mitigate exposure to short-term price  
3 swings. As mentioned previously, prior to any calendar year, approximately 100% of  
4 DEMCO's average expected monthly energy and capacity pricing will be fixed and load  
5 following costs will be estimated. Therefore, exposure to the spot market would be limited  
6 to deviations from the forecasted energy needs of DEMCO also known as the estimated  
7 load following costs. As explained in the testimonials attached at Exhibit MT-1, NEM has  
8 a solid track record of working with its customers developing accurate energy and capacity  
9 forecasts and estimating load following costs.

10  
11 Q: IF A WEATHER EVENT SIMILAR TO THE FEBRUARY 2020 FREEZE WERE TO  
12 OCCUR WITH NEM AS DEMCO'S FULL REQUIREMENTS POWER SUPPLIER,  
13 WOULD NEM'S APPROACH MINIMIZE NEGATIVE WHOLESALE RATE  
14 IMPACTS FOR DEMCO'S MEMBERS?

15 Yes. The PSA is structured to help insulate DEMCO from price spikes due to extreme  
16 weather events. As explained above, at the beginning of each calendar year, the price for  
17 energy and capacity needs will be fixed. Further, the PSA in Exhibit A(A)(iii) provides an  
18 additional process by which DEMCO can elect over the term of the PSA to implement  
19 additional mitigation measures to address price spikes due to extreme weather events.  
20 Therefore, the PSA appropriately addresses the market risk associated price spikes due to  
21 extreme whether events.

22  
23 **V. NEM'S PROVISION OF SIMILAR SERVICES FOR PUBLIC POWER**

24  
25 Q. DOES NEM PROVIDE SERVICES TO OTHER PUBLIC POWER ENTITIES?

1 A. Yes. NEM provides various services to cooperatives and municipalities, in organized  
2 markets, including the supply of energy and capacity on a full requirements basis. NEM  
3 provides supply and/or scheduling services for approximately 45 Load Serving Entities  
4 with total load over 50,000 gigawatt hours (“GWh”) per year. Nine of our customers have  
5 annual loads exceeding 1,000 GWh per year.

6 NEM is proud of its ability to work with its customers to meet their needs and develop  
7 strong customer relationship. Exhibit MT-1 provide testimonials from certain NEM  
8 customers, which include confirmation of NEM’s capabilities from the customer’s  
9 perspective. For example, Northeast Ohio Public Energy Council wrote:

10 NextEra’s longstanding relationship with the Northeast Ohio Public Energy  
11 Council (NOPEC) is a true partnership . . . . Our partnership with NextEra  
12 began in April 2014, working together to purchase Ohio-sourced natural gas  
13 and provide low-cost supply to over 400,000 customers. Shortly after, in  
14 August 2015, NextEra began providing electricity to AEP-Ohio member  
15 communities. And in January 2017 we expanded our relationship with  
16 NextEra, extending our low-cost electricity service offering to over 500,000  
17 customers in First Energy member communities. And in January 2017 we  
18 expanded our relationship with NextEra, extending our low-cost electricity  
19 service offering to over 500,000 customers in First Energy member  
20 communities. NOPEC is now receiving 100% of our wholesale power and  
21 natural gas from NextEra.  
22  
23

24 NEM will not only be providing DEMCO similar serves to those discussed in Exhibit MT-  
25 1, DEMCO and its members will experience similar reliable, low wholesale cost results if  
26 the PSA is approved.

27 **VI. OTHER BENEFITS PROVIDED TO DEMCO UNDER THE PSA**

28 Q. ARE THERE OTHER BENEFITS PROVIDED TO DEMCO UNDER THE PSA THAT  
29 HAVE NOT ALREADY BEEN DISCUSSED?

30 A. Yes. In Section 3.9(a), the PSA explains that NEM will make available representatives

1 from the NextEra family of companies to consult on distributed solar energy programs,  
2 demand-side management, and other renewable and power delivery technology initiatives.  
3 Access to NextEra's broad array of best practices and research and development through  
4 regular, in-depth meetings with management and subject matter experts, will benefit  
5 DEMCO's members. NEM will also provide support to DEMCO's charitable and  
6 economic development initiatives and assist with emergency preparedness and emergency  
7 restoration efforts.

8 Relatedly, NextEra's commitment to emergency preparedness and emergency restoration  
9 even for customers outside its utilities' service territories is demonstrated by FPL's recent  
10 commitments to storm restoration in Louisiana as I described previously.

11 Q. DOES THIS CONCLUDE YOUR PREFILED DIRECT WRITTEN TESTIMONY?

12 A. Yes.

BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION  
DOCKET NO. U-

Joint Application of Dixie Electric Membership Corporation, NextEra Energy Marketing, LLC  
and Amite Solar, LLC for Approval of Power Supply Agreements

**AFFIDAVIT OF WITNESS**

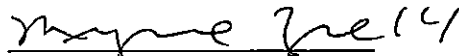
I, Michael Toal, being duly sworn, depose

that the Direct Testimony in the

above referenced matter on behalf of

Joint Applicants,

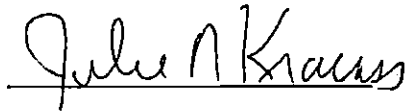
is true and correct to the best of my knowledge, information and belief.

  
Michael Toal

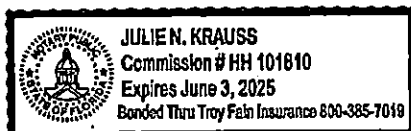
Subscribed and sworn before

me this 16<sup>th</sup> day of

August, 2021.



My Commission expires





To Whom It May Concern:

For over 20 years, I have been the President/CEO of Rural Electric Convenience Cooperative (RECC) in Illinois. In 2016, the Board and I began exploring alternatives for our wholesale power supply. Up until that point, RECC had received full requirements through a local G&T cooperative and Joint Action Agency. I believed we would be able to reduce our power supply costs and lower our rates to members by purchasing power from the market instead.

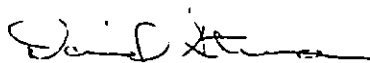
After an extensive RFP process, which included reviewing several different proposals offering a variety of products, RECC chose to transition to fixed price, market-based supply through NextEra Energy Marketing. NextEra's thorough explanations of our options and how the transition process would work gave us confidence that they were the right partner for this endeavor. RECC signed an agreement that started in January 2018 and extended through May 2028.

After the deal was signed, NextEra worked closely both with our team as well as our Local Balancing Authority, Ameren Illinois, to ensure the transition went smoothly and all details were considered and solved. NextEra committed the necessary resources, both money and people, to support our new power supply arrangement. They coordinated with MISO to create a new pricing node for us and became our market participant in MISO. I commend them for quickly addressing any issues that arose, being transparent throughout the process, and always keeping our best interests in mind. Since the transition, we have experienced no issues with reliability and are very pleased with our cost savings which have allowed us to put money back in our members' pockets.

After receiving almost a full year of service that exceeded our expectations in the initial proposal, RECC decided to extend our relationship with NextEra Energy Marketing through May 2033. We are pleased with the best-in-class service NextEra provides to our staff and Board members. They truly care about their customers and we are glad to be partnering with them well into the future.

I would be happy to answer any questions and discuss our experience with NextEra. You can reach me at (217) 438-6197.

Regards,



David Stuva  
President/CEO

## **SHANEYFELT & BOHNENKEMPER**

716 CLAY STREET  
JASPER, INDIANA 47546-3004

TELEPHONE: (812) 482-1818  
FACSIMILE: (812) 482-6809

*William L. Shaneyfelt*  
Attorney at Law

*Sharon L. Bohnenkemper*  
Attorney at Law

February 26, 2016

To Whom it may Concern:

I have been working with the Town of Ferdinand, Indiana, as their Attorney and Legal Counsel since 1979. In 2013-14 I assisted in the procurement of power supply for the Town in coordination with an engineering consultant. After having used the same supplier for many, many years, the thought of switching to a new supplier seemed a bit daunting, especially to Council Members with relatively little power supply experience. But, with new options available in the market we decided to pursue the path to help lower costs for our residents and local businesses.

NextEra submitted a proposal in 2013 and worked closely with me and the consultant through the evaluation process, answering questions and providing support as needed. They explained in detail the charges they could fix for us, and for what term, as well as which charges from MISO would be passed through and why. After reviewing multiple proposals we chose NextEra and the contract was executed in March 2014 for a January 1, 2015 start.

In the time between execution and the start date, NextEra worked diligently with Vectren (our incumbent supplier), MISO and myself to establish a pricing node with MISO for the Town. NextEra also worked with MISO to become registered as Ferdinand's Market Participant beginning January 1, 2015 enabling NextEra to interact with MISO on Ferdinand's behalf.

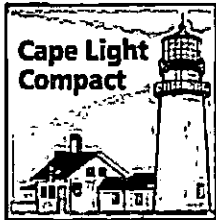
We have now been with NextEra for over a year and have seen no change in the reliability of our power supply. Our costs have been in line with the expectations laid out during our initial discussions, with the vast majority of our power supply expense being at a fixed price per MWh for the full term of the deal through May 31, 2018. This certainty has provided our residents and businesses not only a competitive price, but the confidence that their bills will not change significantly for the next several years. We have seen this work to our industrial customers' advantage; soon after the deal was executed, the Town's largest industrial customer announced an expansion. I suspect our electric rates played a part in their decision.

I highly recommend working with NextEra, especially in a situation where a great deal of care is needed to transition suppliers. The team at NextEra has been nothing but knowledgeable, professional, and responsive in assisting myself and the Town of Ferdinand in our move to lock in a fixed price for as much of our power supply costs as possible for as long as possible. Please feel free to contact me as I'd be happy to answer any questions you may have related to this recommendation.

Respectfully,

SHANEYFELT & BOHNENKEMPER

  
WILLIAM L. SHANEYFELT, Attorney



## Cape Light Compact JPE

Exhibit MT-1

261 Whites Path, Unit 4, South Yarmouth, MA 02664

Energy Efficiency 1.800.797.6699 | Power Supply 1.800.381.9192

Fax: 774.330.3018 | [capelightcompact.org](http://capelightcompact.org)

June 19, 2020

To Whom It May Concern:

The Cape Light Compact JPE (Compact) is a Massachusetts community choice municipal aggregator consisting of the twenty-one member towns of Cape Cod and Martha's Vineyard. It is operated as a joint powers entity (JPE) authorized by the votes of town meeting, boards of selectmen and town council. One of the primary missions of the Compact is to provide an all-requirements power supply offering for the Compact's 205,000 customers. The Compact fulfills this mission by procuring a power supply provider to serve its power supply customers through a request for proposal (RFP) process.

The Compact first selected NextEra Energy Resources (NextEra) through two competitive RFP processes in 2014 to serve selected municipal electric accounts and the commercial and industrial aggregation accounts. Through subsequent RFPs, NextEra was awarded the Compact's entire aggregated load, and continues to serve participating municipal accounts under a separate contract. The Compact's current aggregation contract with NextEra is for a five-year term, 2018-2023. NextEra submitted proposals that offered better pricing and consumer products, such as a green power options, than their competitors. In response to the Compact's intent to become a green aggregation by offering more renewable energy through our power supply program, NextEra was able to bring a unique offering, energy and Renewable Energy Certificates (RECs) from a solar PV project, to the Compact for consideration and inclusion in their supply offering.

During the term of each contract, NextEra staff have been responsive to the Compact's requests for data for state reporting requirements and general questions. NextEra staff provide the Compact with industry updates on a regular basis and are quick to inform the Compact of changes/opportunities in the energy market. When requested, NextEra staff have traveled to Cape Cod to present market updates to the Compact's Governing. Over the course of the Compact's relationship with NextEra, they have consistently demonstrated their commitment and ability to meet the needs of the Compact.

The Compact is very satisfied with the services provided by NextEra Energy. If you have any questions or would like to discuss the Compact's experience with NextEra, please do not hesitate to contact me at 508-375-6636 or by email at [mdowney@capelightcompact.org](mailto:mdowney@capelightcompact.org).

Sincerely,

Margaret T. Downey  
Compact Administrator

*Working Together Toward A Smarter Energy Future*

Aquinnah | Barnstable | Bourne | Brewster | Chatham | Chilmark | Dennis | Dukes County | Eastham | Edgartown | Falmouth  
Harwich | Mashpee | Oak Bluffs | Orleans | Provincetown | Sandwich | Tisbury | Truro | Wellfleet | West Tisbury | Yarmouth



## **LOGANSPORT MUNICIPAL UTILITIES**

*Paul A. Hartman, Superintendent*

*601 E. Broadway, #101  
Logansport, IN 46947  
Telephone: 574.753.6231  
Fax: 574.753.9828*

July 16, 2020

To Whom It May Concern:

Logansport Municipal Utilities (LMU) began discussing power supply options with NextEra in 2016. My team engaged in a very careful vetting process involving our consultants, engineers, attorneys, members of the Utility Service Board, City Council and the Mayor's Office.

We were seeking a fixed priced power supply to reduce customer rates and to allow us to provide support for improvements to the utility and the city. In addition to the above, our final contract incorporated the flexibility to add community scale solar generation and to adjust the duration of our agreement.

We have been purchasing all of our wholesale electricity from NextEra since January of 2019. Our monthly bills have been consistently within a small percentage of error of the forecasts NextEra presented in the negotiations. NextEra insured that LMU's operation continued seamlessly with MISO and they continue to adapt to our situation as things change from time to time.

We remain confident in our choice of a new full requirements provider. Recently, we extended our contract at a considerable savings to the initial term. We consider NextEra to be a valued partner.

I would be glad to speak with your organization about our experience with NextEra, if you so desire. Should you have any questions or require additional information, please feel free to contact me at 574-753-6232 or by email at [hartman.lmu@frontier.com](mailto:hartman.lmu@frontier.com).

Sincerely,

LOGANSPORT MUNICIPAL UTILITIES

Paul A. Hartman, Superintendent

July 10, 2020

**RON MCVOY**  
*Chairman*

To Whom it May Concern:

**CHUCK KEIPER**  
*Executive Director*

**BOARD OF DIRECTORS**

**RON MCVOY**  
*Ashtabula County*

**JOHN ZEHENTBAUER**  
*Columbiana County*

**GEORGINE WELO**  
*Cuyahoga County*

**JAMES FLAIZ**  
*Geauga County*

**JOSHUA R. SNYDER**  
*Huron County*

**DANIEL TROY**  
*Lake County*

**DAVID GILLOCK**  
*Lorain County*

**ROBERT MCCracken**  
*Mahoning County*

**PAUL BARNETT**  
*Medina County*

**MICKY MAROZZI**  
*Portage County*

**AARON MONTZ**  
*Seneca County*

**STEVE PATTERSON**  
*Southeast Ohio*

**NICK MOLNAR**  
*Summit County*

**JACK HANEY**  
*Trumbull County*

NextEra's longstanding relationship with the Northeast Ohio Public Energy Council (NOPEC) is a true partnership that includes a customized approach, promoting NOPEC's mission to aggregate, educate, and advocate for member communities. NOPEC is Ohio's largest nonprofit energy aggregator and the largest governmental retail natural gas and electric aggregation in the U.S., serving more than 925,000 residential and small commercial customers in 237 communities (19 counties) across Ohio.

Our partnership with NextEra began in April 2014, working together to purchase Ohio-sourced natural gas and provide low-cost supply to over 400,000 customers. Shortly after, in August 2015, NextEra began providing electricity to AEP-Ohio member communities. And in January 2017 we expanded our relationship with NextEra, extending our low-cost electricity service offering to over 500,000 customers in First Energy member communities. NOPEC is now receiving 100% of our wholesale power and natural gas from NextEra.

NextEra's approach to our customized supplier agreement includes a proprietary hedging program that supports our mission as a nonprofit energy supplier by helping to ensure we have competitive energy rates and better terms and conditions for our member communities. The NextEra team has also been instrumental in helping to develop a portfolio of products for our aggregation customers, including electric products backed by EarthEra RECs. NOPEC's supply relationship with NextEra gives NOPEC customers an unparalleled opportunity to help accelerate the development of renewable energy sources. Since 2017, NextEra has contributed more than \$42 million from NOPEC's aggregation programs in the EarthEra Renewable Energy Trust, which has been used to build new renewable energy facilities in North America.

NOPEC's expanded relationship with NextEra has resulted in many added benefits for our NOPEC members. Over the years, NextEra has supported:

- **NOPEC Energized Community (NEC) Grants:** Launched in 2018, NOPEC's NEC grant program helps member communities increase energy efficiency and upgrade energy infrastructure
- **NOPEC Member Community Infrastructure Projects:** In 2019, NOPEC provided 21 cell phone charging stations for use in member



community public spaces across NOPEC's footprint such as libraries and community centers

- **Property Assessed Clean Energy Financing (PACE):** Since 2019, NextEra has supported NOPEC's PACE program. PACE is a low-interest financing program that provides commercial property owners the capital they need to lower their energy costs through energy-efficiency upgrades.
- **Preferred Pricing Program:** NextEra offers NOPEC communities a significant savings on their municipal electric and natural gas loads. NextEra offers member communities the absolute best pricing for NOPEC municipal accounts.
- **NOPEC Foundation:** In 2019, upon the inception, NextEra also began supporting the NOPEC Foundation, a 501c3 not-for-profit that offers members another source of dollars for community improvements. And so far in 2020, the NOPEC Foundation has contributed \$125K to local food banks in NOPEC communities that were particularly impacted by the COVID-19 crisis.

Again, NOPEC considers NextEra to be a key component of our strategic plan and a true partner in assisting with carrying out NOPEC's mission. As such, I would be happy to speak further with your organization if you would like additional clarification regarding NOPEC's relationship with NextEra.

Sincerely,

Chuck Keiper  
Executive Director and CEO  
Northeast Ohio Public Energy Council  
Office Phone: (440) 249-7826

**TESTIMONY**

**of**

**ROBERT MICHALCZAK**

**on behalf of**

**AMITE SOLAR, LLC**

**AUGUST 17, 2021**

**EXHIBIT H**

**I. INTRODUCTION**

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. Robert Michalczak. 700 Universe Boulevard, Juno Beach Florida 33408.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by NextEra Energy Resources, LLC ("NEER"), as a Vice President – Renewable Origination and Development. In my current position, I am responsible to manage and oversee the development of the Amite Solar, LLC project ("Amite Solar"), including the executed Power Purchase Agreement ("PPA") with Dixie Electric Membership Corporation ("DEMCO"), as well as the development of renewables in the Southeastern U.S.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE.

A. I have been employed by NEER for the past 11 years. Prior to my current position, I held various positions within NEER, primarily focusing on the development of new renewable energy projects. Prior to joining NEER, I spent eight years in the financial services industry with Bank of America and Wachovia Bank (ultimately acquired by Wells Fargo Bank). I earned a Bachelor of Science degree in Finance from Florida State University in 2002.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

A. I am testifying for Amite Solar, which is an indirect wholly owned subsidiary of NEER.



1 Q. HAS THIS TESTIMONY BEEN PREPARED BY YOU OR UNDER YOUR  
2 SUPERVISION?

3 A. Yes.  
4

5 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE LOUISIANA PUBLIC  
6 SERVICE COMMISSION ("LPSC") OR ANY OTHER COMMISSION?

7 A. No.  
8

9 **II. PURPOSE AND SUMMARY OF DIRECT TESTIMONY**

10 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS PROCEEDING?

11 A. The purpose of my testimony is to provide an overview of: (1) NEER and its capabilities  
12 to construct, operate, and maintain the Amite Solar project; (2) the services Amite Solar  
13 will provide under the PPA; and (3) the status of the Amite Solar project.  
14

15 Q. WHAT IS YOUR UNDERSTANDING OF THE STANDARD THE LPSC WILL APPLY  
16 TO THE PPA?

17 A. While I am not a lawyer, it is my understanding that the LPSC reviews the PPA for whether  
18 it provides safe and reliable power to DEMCO at the lowest reasonable cost. My testimony  
19 will address this standard from the perspective of Amite Solar's capabilities to perform the  
20 services under the PPA.

21 Amite Solar was not involved in the selection process – that process as was solely the  
22 purview of DEMCO and its consultant, EnerVision, Inc. ("EnerVision") – and, therefore,

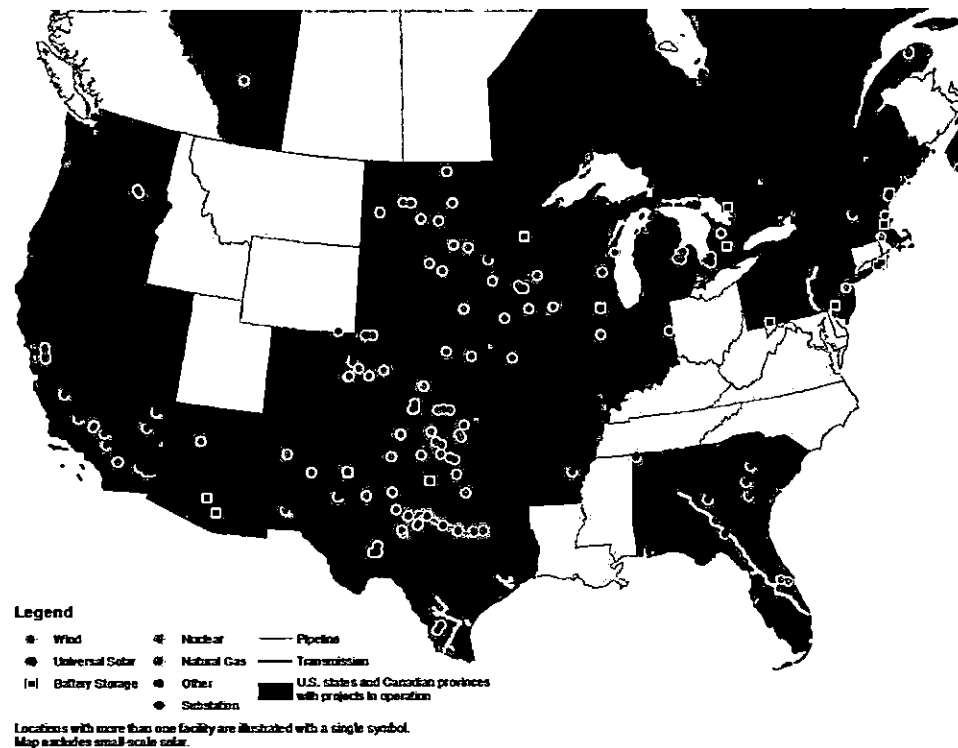
23 I am not in a position to testify on whether the PPA was the lowest reasonable cost in the

context of the selection process conducted by DEMCO and EnerVision. I refer the LPSC to the direct testimony of DEMCO and EnerVision on the selection process.

### III. OVERVIEW OF NEER

Q. PLEASE PROVIDE A GENERAL OVERVIEW OF NEER.

A. NEER is the world's largest operator of wind and solar projects, and is also a leader in battery storage. As of June 30, 2021, NEER operates approximately 18 gigawatts ("GW") of wind energy through more than 135 facilities across North America, and, also, operates approximately 4 GW of solar through 42 universal solar projects in the United States,<sup>1</sup> which is illustrated in the following map.<sup>2</sup>



<sup>1</sup> A universal solar project is a project greater than 20 megawatts ("MW").

<sup>2</sup> Map shows NEER's assets as of December 31, 2020.

1 NEER's strategic focus is centered on the development, construction, and operation of  
2 long-term contracted assets across 48 U.S. states and four Canadian provinces, including  
3 renewable generation facilities, natural gas pipelines, and battery storage projects. This  
4 year, NEER affiliates are projected to construct approximately 1,640 MW new solar  
5 projects, and in 2022 an additional 3,000 MW solar projects. Currently, in addition to  
6 Amite Solar, affiliates of NEER are in various stages of development of over 1,000 MW  
7 of solar projects in Louisiana.

8 Q. PLEASE EXPLAIN THE RELATIONSHIP OF AMITE SOLAR TO NEER.

9 A. Amite Solar is an indirect, wholly-owned subsidiary of NEER. Amite Solar is the project  
10 company developing the approximate 100 MW solar project in Tangipahoa Parish,  
11 Louisiana. Amite Solar will own, operate, and maintain the solar project. The capital  
12 investment by Amite Solar is expected to be approximately \$100 million. Benefits will  
13 include approximately \$6.4 million in property tax revenues over 25-years, 200 temporary  
14 construction jobs, 1 to 2 permanent operation and maintenance jobs, as well as the indirect  
15 economic benefits that the surrounding community will experience during construction.

16 Q. PLEASE EXPLAIN THE CAPABILITIES OF AMITE SOLAR TO CONSTRUCT,  
17 OPERATE, AND MAINTAIN THE 100 MW SOLAR PROJECT.

18 A. As explained above, NEER and its affiliates have a strong and an unparalleled track record  
19 in the development, construction, and operation of renewable projects, including solar  
20 projects. As a member of the NextEra Energy, Inc. family of companies, Amite Solar  
21 benefits from working with the subject matter experts at NEER to execute each stage of  
22 the development, construction, operation, and maintenance of the solar project. Absent

1 currently unforeseen circumstances, I have complete confidence that Amite Solar will be  
2 constructed in time to meet its commercial operation date of April 1, 2024.

3 **IV. OVERVIEW OF SERVICES UNDER THE AMITE SOLAR-DEMCO PPA**

4 Q. PLEASE PROVIDE AN OVERVIEW OF THE SERVICES AMITE SOLAR WILL  
5 PROVIDE DEMCO UNDER THE PPA.

6 A. The PPA is for a term of 25 years at a fixed price per megawatt hours over the entire term.  
7 The products that Amite Solar will deliver consists of delivered energy, capacity attributes,  
8 and environmental attributes.

9  
10 **V. OVERVIEW OF THE STATUS OF AMITE SOLAR**

11 Q. PLEASE PROVIDE THE STATUS OF DEVELOPMENT OF AMITE SOLAR.

12 A. Amite Solar has been under development since 2017. At this time, Amite Solar has full  
13 site control to construct, operate, and maintain the approximate 100 MW aggregate  
14 nameplate capacity solar facility. Currently, Amite Solar has a majority of site control over  
15 the 115 kilovolt 5.3 mile generation tie line, which interconnects the solar generation to  
16 Entergy Louisiana's Amite Substation.

17  
18 Q. PLEASE PROVIDE AN OVERVIEW OF THE STATUS OF PERMITTING FOR THE  
19 AMITE SOLAR PROJECT.

20 A. While the formal regulatory permitting process has not started for Amite Solar, Table 1  
21 identifies the permits that are required to construct and operate the Amite Solar project and  
22 the estimated date when applications will be filed, and the permit will be obtained. The

estimated application dates and permit receipt dates provide ample time to mobilize construction of the generation tie line and the solar site itself to meet the projected commercial operation date of April 1, 2024.

**Table 1: Amite Solar Permits**

Amite Solar Permits		
Permits	Estimated Application Filing Dates	Estimated Permit Receipt Dates
Clean Water Act Section 404 Permit	January 2022	April 2022
Section 401 Water Quality Certification	January 2022	April 2022
Tangipahoa Floodplain Permit	March 2022	August 2022
Federal Emergency Management Agency No-rise Certification	March 2022	August 2022
Louisiana Pollutant Discharge Elimination System Permit	September 2022	October 2022
Tangipahoa Special Use Permit	Tangipahoa Parish Council passed its solar ordinance on 7/26/2021.	Coordinating a meeting with Parish Building Officials to finalize estimated timeline based on new ordinance and adjusted project.
Tangipahoa Parish Building Permit	Tied to issuance of Tangipahoa Special Use Permit.	Estimated receipt within two months of Special Use Permit.

Q. PLEASE PROVIDE AN OVERVIEW OF THE STATUS OF THE INTERCONNECTION AGREEMENTS NEEDED FOR THE AMITE SOLAR PROJECT.

A. Amite Solar executed a Generation Interconnection Agreement (“GIA”) with the Midcontinent Independent System Operator (“MISO”) and Entergy Louisiana, LLC in November 2019. The only issue outstanding on the GIA costs involves Entergy Louisiana

1 providing Amite Solar the estimated cost of raising certain Entergy Louisiana transmission  
2 lines that Amite Solar's generation tie line will cross underneath. To determine the costs  
3 of raising certain Entergy Louisiana transmission facilities, Amite Solar and Entergy  
4 Louisiana entered into a Facilities Study Agreement in April 2021. Once the study results  
5 are available, any additional costs will be added to the executed GIA.

6 Prior to the execution of the GIA, MISO conducted the requisite reliability studies as part  
7 of DPP-2017-AUG cycle to ensure that Amite Solar could be safely and reliably  
8 interconnected to the transmission system. The interconnection service that Amite Solar  
9 obtained was Network Resource Interconnection Service ("NRIS"), meaning Amite  
10 Solar's entire output is fully deliverable on the MISO system to serve load, including  
11 DEMCO's load. As a qualified NRIS resource, Amite Solar is also eligible to become a  
12 MISO-accredited capacity resource.

13  
14 Q. DOES THIS CONCLUDE YOUR PREFILED DIRECT WRITTEN TESTIMONY?

15 A. Yes.

BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION  
DOCKET NO. U-

Joint Application of Dixie Electric Membership Corporation, NextEra Energy Marketing, LLC  
and Amite Solar, LLC for Approval of Power Supply Agreements

**AFFIDAVIT OF WITNESS**

I, Robert Michalczak, being duly sworn, depose

that the Direct Testimony in the

above referenced matter on behalf of

Joint Applicants,

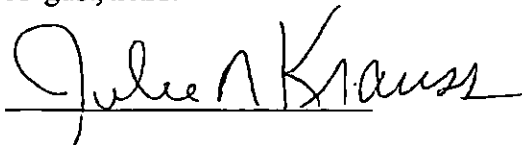
is true and correct to the best of my knowledge, information and belief.

  
Robert Michalczak

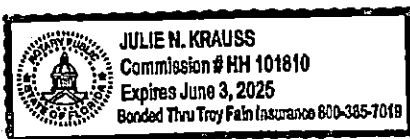
Subscribed and sworn before

me this 16th day of

August, 2021.



My Commission expires



JOINT APPLICATION )  
FOR APPROVAL OF POWER ) DOCKET NO. U-\_\_\_\_\_  
SUPPLY AGREEMENTS )

(b) A "Reviewing Party" is a party to Commission Docket No. U-\_\_\_\_\_ or a representative of a party to the extent that it receives or is provided access to Confidential Information pursuant to this Confidentiality Agreement. Reviewing Parties, including any counsel of record and consultants retained or engaged by the Reviewing Party to assist the Reviewing Party with respect to these proceedings, shall be permitted access to Confidential Information through the execution of a Confidentiality Agreement.



(c) The term "Confidential Information" is hereby defined for the purposes of this Confidentiality Agreement to include materials or portions thereof referred to in paragraph I(a) above, and to include as well materials or portions thereof that contain, quote from, are derived from, or otherwise could reveal the content of Confidential Information; provided, however, that Confidential Information shall not include any information or material contained in the public files of the Midcontinent Independent System Operator, Inc., the Commission, the Federal Energy Regulatory Commission or any other federal or state agency. Confidential Information also shall not include materials or information which at the time of or prior to disclosure in these proceedings is or was public knowledge or which becomes public knowledge, or is otherwise in the public domain, other than through disclosure in violation of this or any other confidentiality agreement or protective order.

(d) The term "Highly Sensitive Protected Materials" is a subset of Confidential Information<sup>1</sup> and refers to material that a Producing Party, or an entity asserting confidentiality with regard to the material, claims is of such a highly sensitive nature that making copies of such material or providing access to such material to persons or entities engaged in certain activities or the employees of the Reviewing Party would expose the Producing Party, or the entity asserting confidentiality, or a person or entity to which the Producing Party or other entity asserting confidentiality owes a duty to protect the confidentiality of such materials, to an unreasonable risk of harm. The Producing Party may designate such materials or any portion thereof as Highly Sensitive Protected Materials pursuant to this Confidentiality Agreement by typing or stamping on the face of the document or the storage medium containing the material and, to the extent practicable, on each page thereof, "HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_" or words of similar import.

(e) In the event Critical Energy Infrastructure Information ("CEII") should become relevant to the proceeding, the parties will address appropriate confidentiality protections for CEII at such time.

2. (a) Except as otherwise provided in this paragraph, a Reviewing Party shall be permitted access to Confidential Information only through its authorized "Reviewing Representatives." "Reviewing Representatives" of a Reviewing Party may include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in these proceedings.

(b) Neither a Reviewing Party nor a Reviewing Representative shall disclose Confidential Information to any individual or entity unless said disclosure is explicitly authorized by this Confidentiality Agreement.

(c) Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials in this proceeding shall not include any person whose duties include (or who

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<sup>1</sup> Unless otherwise stated, all references in this Confidentiality Agreement to "Confidential Information" shall specifically include "Highly Sensitive Protected Materials," which are a subset of Confidential Information.

directly supervises any employee whose duties include) any activity with respect to which the disclosure of particular Highly Sensitive Protected Materials would present an unreasonable risk of harm, such as, (i) the marketing or sale of electric power or energy at wholesale, (ii) the purchase or sale of electric power or energy at wholesale, (iii) the provision of electricity marketing consulting services to entities engaged in the sale or purchase of electric power at wholesale; (iv) the pricing for: the sale of potential electric generation development project facilities or the electric power or energy therefrom, or of potential upgrades or enhancements to such facilities or the electric power or energy therefrom; and (v) the pricing for competitive bids for purchases, sales, or construction of electric transmission facilities.

For example, Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials shall not include persons who assist or advise any potential bidders, suppliers, or sellers in preparing bids or proposals for, in negotiations relating to, or otherwise in connection with bids or proposals in response to any requests for proposals for supply-side resources issued on behalf of one or more of the utilities or entities producing the information, and/or the pricing of renewable energy proposals and unsolicited offers for the purchase of generating resources, whether through purchase power agreements, power supply agreements, or the ownership of the resource. Nothing in this section shall preclude a counsel of record or consultant from acting as a Reviewing Representative and representing a party engaged in the activities described herein as long as that counsel does not engage in those activities or disclose that Highly Sensitive Protected Material to the individuals engaged in those activities.

Nothing herein, however, shall preclude a Reviewing Representative from providing public information to clients or participating in public proceedings pursuant to the LPSC's Market Based Mechanisms Order or certification proceedings resulting therefrom.

(d) Nothing shall preclude a Producing Party from seeking protections for Highly Sensitive Protected Materials beyond those provided for in this agreement. If the party asserting confidentiality believes that further protections should be afforded, or should a dispute arise with respect to the manner in which, or the Reviewing Representatives to which, Highly Sensitive Protected Materials are disclosed, such materials shall be made available for inspection by Commission Staff counsel and outside counsel for the Reviewing Party only, pending a determination of the manner in which, and the Reviewing Representatives to which, such materials will be disclosed pursuant to this Agreement, which determination shall be made on a case by case basis, depending on the level of protection that may be necessary to protect the Producing Party, and any other person or entity to which the Producing Party owes a duty to protect the confidentiality of such materials, from any unreasonable risk of harm that may result from disclosure of such information. In the event that the parties are unable to agree on the manner in which, and the Reviewing Representatives to which, such materials will be disclosed, the party asserting confidentiality reserves its right to seek from the Commission or a court of competent jurisdiction, as may be necessary, an order providing the level of protection for the Highly Sensitive Protected Materials that the party asserting confidentiality believes is required. Likewise, the party seeking review reserves its rights to seek a remedy from the Commission or a court of competent jurisdiction.

3. (a) Except for materials that are voluminous, a Producing Party shall provide one copy of Highly Sensitive Protected Materials to the person designated by the Reviewing Party to receive and maintain possession of such copy. The person so designated must be an authorized Reviewing Representative for purposes of reviewing such material under Paragraph 2, above. The copy provided to the designated Reviewing Representative may be provided (1) in hard copy, or (2) in an electronic format, as agreed to by the parties. The copy of Highly Sensitive Protected Materials that is provided to the designated Reviewing Representative shall be delivered to such Reviewing Representative via commercial courier such as FedEx or other means of delivery of comparable reliability. Absent the mutual agreement of the Producing Party and Reviewing Party and the existence of extraordinary circumstances, Highly Sensitive Protected Materials shall not be transmitted by electronic mail, whether (1) from the Producing Party to the Reviewing Party, (2) between Reviewing Parties, or (3) among Reviewing Representatives of a single Reviewing Party. In addition, no copies shall be made of Highly Sensitive Protected Materials, except for the purposes discussed in this subparagraph or in Paragraph 11 below, and except that one hard copy may be made of Highly Sensitive Protected Materials that are provided in an electronic format, provided that each page of such hard copy shall bear the Highly Sensitive Protected Materials legend set forth in Paragraph I(d). Only the designated Reviewing Representative shall receive and maintain possession of all Highly Sensitive Protected Materials received under this Confidentiality Agreement, whether in hard copy or electronic form. Reviewing Representatives who are authorized Reviewing Representatives for purposes of reviewing particular Highly Sensitive Protected Materials, but who are not designated to receive and maintain possession of such Highly Sensitive Protected Materials, may review the copy of those materials at the office of the designated Reviewing Representative. If necessary, and only with the express consent of the Producing Party, additional copies of Highly Sensitive Protected Materials in the number specified by the Producing party, in electronic or hard copy form, may be created under circumstances in which, due to the geographic distance between the designated Reviewing Representative and other Reviewing Representatives of the same Reviewing Party or other similar circumstances, the requirement of this subparagraph that only one copy of Highly Sensitive Protected Materials be provided to and maintained by each Reviewing Party would result in substantial hardship. Authorized Reviewing Representatives may take reasonably limited handwritten notes regarding the information contained in Highly Sensitive Protected Materials, provided that handwritten notes shall not be used to circumvent this protection against duplication of Highly Sensitive Protected Materials.

(b) An authorized Reviewing Representative's notes, memoranda, or other documents, materials, or information regarding or derived from Highly Sensitive Protected Materials, whether in hard copy or electronic form, are to be considered Highly Sensitive Protected Materials and labeled as set forth in Paragraph I(d), above, and are to be treated in all respects as Highly Sensitive Protected Materials pursuant to this Confidentiality Agreement. Authorized Reviewing Representatives must take all reasonable precautions to ensure that Highly Sensitive Protected Materials, including notes and analyses made from Highly Sensitive Protected Materials, are not viewed by any person other than an authorized Reviewing Representative.

(c) Other than pursuant to a valid court order and/or subpoena or as otherwise expressly provided in this Confidentiality Agreement, an authorized Reviewing Representative may

disclose Highly Sensitive Protected Materials to another person only if the person to whom the material is to be disclosed is an authorized Reviewing Representative under this Confidentiality Agreement and only if such disclosure is conducted in compliance with the provisions of this Confidentiality Agreement.

(d) If the Producing Party believes that further protections should be afforded with respect to the manner in which the confidentiality of particular Highly Sensitive Protected Materials should be protected, which determination shall be made on a case-by-case basis depending on the level of protection that may be necessary to protect the Producing Party and any other person or entity to which the Producing Party owes a duty to protect the confidentiality of such materials from any unreasonable risk of harm that may result from disclosure of such information, then the Producing Party shall retain its right, and shall not be deemed to have waived such right, to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for such materials that the Producing Party believes is required.

4. In the event that any authorized Reviewing Representative for purposes of reviewing Highly Sensitive Protected Materials ceases to be engaged in this proceeding or develops an intention to engage in one or more of the activities described in paragraph 2(c) above and subject to paragraphs 5(c) and (d) below, that person:

(a) must immediately notify the Producing Party in writing, as applicable, (a) that involvement in LPSC Docket No. U-\_\_\_\_\_ has ceased, or (b) of the intention to engage in such activity(ies);

(b) shall be immediately disqualified from reviewing or receiving Highly Sensitive Protected Materials;

(c) upon request of the Producing Party, shall return to the Producing Party (or any remaining authorized Reviewing Representative of the Reviewing Party) all Highly Sensitive Protected Materials in possession of such person, including all notes, memoranda, or other documents or information regarding or derived from Highly Sensitive Protected Materials; and,

(d) shall not engage in any activity set forth in paragraph 2(c) above until the provisions of paragraph 4(c), above, have been complied with fully, and shall refrain from engaging in any activity listed in paragraph 3 above for thirty (30) days from the date that notice is given pursuant to paragraph 4(a), above, in order to afford the Producing Party an opportunity to seek from a court of competent jurisdiction any injunctive or other relief that may be appropriate.

5. (a) Unless otherwise authorized by a Producing Party, each Reviewing Representative who may be given access to Confidential Information shall, before gaining such access, agree in writing to the following certification, and shall provide a copy of a signed certification in the form of that attached to this Confidentiality Agreement to counsel for the party asserting confidentiality:

"I certify my understanding and agreement that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality Agreement in Louisiana Public Service Commission Docket No. U-\_\_\_\_\_, and that I have been given a copy of the Confidentiality Agreement and have read it and agree to be bound by it. I understand and agree that Confidential Information, the contents thereof, and any notes, memoranda, or any other form of information regarding or derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-\_\_\_\_\_ and any appeals therefrom. Provided, however, if the content of the Confidential Information is publicly available or is obtained from independent sources other than in violation of this or any other confidentiality agreement or protective order, the understanding stated herein shall not apply."

(b) Unless otherwise authorized by a Producing Party, neither a Reviewing Party nor a Reviewing Representative may grant access to Confidential Information to any person unless such person is an authorized Reviewing Representative who has executed a certification in the form and substance of that set forth in paragraph 5(a) above and provided a signed certification to counsel for the Producing Party prior to the disclosure or granting of access to Confidential Information. (c) In the event that any Reviewing Representative to whom such Confidential Information is disclosed ceases to be engaged in this proceeding, access to such Confidential Information by such person shall be terminated, and, upon request by the Producing Party, any copies of Confidential Information in the possession of such person shall be returned to the Reviewing Party. Any person who has agreed to the foregoing certifications shall continue to be bound by the provisions of this Confidentiality Agreement, even if no longer so engaged.

(d) The Reviewing Party and Reviewing Representatives are responsible for ensuring that persons under their supervision and control comply with this Confidentiality Agreement.

6. (a) Except for materials that are voluminous, the Producing Party shall provide a Reviewing Party one copy of Confidential Information. Although only Confidential Information that has been designated Highly Sensitive Protected Materials shall be subject to the restrictions on copying set forth in Paragraph 3 above, the parties agree to make a good faith effort to limit the number of copies made of Confidential Information to those reasonably necessary under the circumstances and agree to distribute copies of Confidential Information only to Reviewing Representatives.

(b) Materials that are deemed "voluminous," which may include materials in excess of five hundred (500) pages in length that cannot reasonably be provided in an electronic format, shall be made available for inspection by Reviewing Representatives at a location in Baton Rouge, Louisiana specified by the party declaring such materials to be voluminous between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). Such voluminous materials may be reviewed only during the "reviewing period," which period shall commence upon signing of this Confidentiality Agreement, and continue until conclusion of these proceedings. As used in this paragraph, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law.

(c) Reviewing Representatives may take handwritten notes regarding the information contained in voluminous materials made available for inspection pursuant to Paragraph 6 (b) of this Confidentiality Agreement. In the case of Highly Sensitive Protected Materials that are voluminous, such handwritten notes shall be subject to and governed by the provisions of Paragraph 3. After an inspection conducted under this paragraph, a Reviewing Representative may designate materials to be copied. In the case of Highly Sensitive Protected Materials that are voluminous and made available under this paragraph, such copy shall be subject to, and governed by, the provisions of Paragraph 3 of this Confidentiality Agreement. The Reviewing Party shall be responsible for reimbursing the reasonable costs associated with producing copies of any materials designated for copying under this paragraph. Only one copy of the materials designated shall be reproduced by the party making voluminous materials available for inspection. Reviewing Parties shall make a diligent, good-faith effort to limit the amount of photographic or mechanical copying requested to only that which is essential for purposes of this proceeding.

7. All Confidential Information made available pursuant to this Confidentiality Agreement to the Reviewing Parties and their Reviewing Representatives shall be reviewed and used solely for the purpose of these proceedings and any appeals therefrom. Access to the Confidential Information may not be used in the furtherance of any other purpose, including, without limitation, (i) any other pending or potential proceeding involving any unrelated investigation, claim, complaint, civil action, or other grievance of whatever nature, or (ii) any business endeavor or competitive purpose of whatever nature. The Confidential Information, as well as the Reviewing Party's or any Reviewing Representative's notes, memoranda, or other information regarding, or derived from the Confidential Information, are to be treated confidentially by the Reviewing Party and its Reviewing Representatives and shall not be disclosed or used except as permitted and provided in this Confidentiality Agreement. Information derived from or describing the Confidential Information shall not be placed in the public or non-secure files of the Reviewing Party or any Reviewing Representative except in accordance with provisions of this Confidentiality Agreement. A Reviewing Party and its Reviewing Representatives must take all reasonable precautions to ensure that Confidential Information, including handwritten notes and analyses made from Confidential Information, are not viewed or taken by any person other than a Reviewing Representative of the Reviewing Party. No provision of this Confidentiality Agreement shall prohibit a Reviewing Party from requesting, in another proceeding or matter, any of the materials that have been designated in this matter as Confidential Information, Highly Sensitive Protected Materials subject to applicable confidentiality agreements or orders in such other proceeding or matter.
8. (a) If a Reviewing Party or Reviewing Representative tenders for filing any written testimony, exhibit, brief, or other submission that quotes from Confidential Information or discloses the confidential content of Confidential Information, the confidential portion of such testimony, exhibit, brief, or other submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Confidentiality Agreement and the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992. Such documents shall be marked "CONFIDENTIAL INFORMATION PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_" or with the designation "HIGHLY SENSITIVE PROTECTED MATERIALS PURSUANT TO CONFIDENTIALITY

AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_” as appropriate and shall be filed under seal with the Executive Secretary of the LPSC and served under seal to the counsel of record for the Reviewing Parties. If testimony that quotes from Confidential Information or discloses the confidential content of Confidential Information is offered by a Reviewing Representative on behalf of a Reviewing Party in this proceeding, the Reviewing Party shall advise the Administrative Law Judge of such fact, and the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992. The Commission may subsequently, on its own motion or on motion of a party, issue a ruling determining whether or not the inclusion, incorporation, or reference to Confidential Information is such that, pursuant to this Confidentiality Agreement, the written testimony, exhibit, brief, or other submission, or transcript of testimony, should remain under seal.

(b) Any Party or Reviewing Representative giving testimony or submitting exhibits at hearings or depositions in this proceeding must, at the time such testimony or exhibits are submitted, identify as Confidential Information or Highly Sensitive Protected Materials, as appropriate, any portion of such testimony or exhibits that has been or is at that time designated as Confidential Information or Highly Sensitive Protected Materials in accordance with this Confidentiality Agreement, by advising the Administrative Law Judge of such fact. In that event, the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992, unless the Commission determines that the material does not qualify for the "Confidential Information" or "Highly Sensitive Protected Material" designations.

(c) All Confidential Information filed with the Commission, the Administrative Law Judge, or any other judicial or administrative body in support of or as part of a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers, and shall bear the appropriate designation.

9. Each party to this Confidentiality Agreement shall have the right to seek changes in the Confidentiality Agreement, as appropriate, from the Commission, or the courts. Before resorting to the Commission or the courts, the party seeking modification of this Agreement will first attempt to negotiate the proposed changes with the other parties to the Agreement.
10. A Reviewing Party and/or Reviewing Representative may release Confidential Information only pursuant to a final order of a local, state, or federal governmental agency or authority or court of competent jurisdiction, as appropriate; provided, however, the Reviewing Party and/or Reviewing Representative agrees that prior to such release it shall promptly notify the Producing Party, and its counsel of record, of the order and of the intention to comply with the order and so that the Producing Party timely may contest any release of the Confidential Information; and provided, further, the Reviewing Party and/or Reviewing Representative shall attempt to ensure that such Confidential Information is not disclosed to the public and is accorded the highest level of protection possible consistent with the terms of this Confidentiality Agreement; however, the Reviewing Party and/or Reviewing Representative will abide by any such final order. In addition to the obligation to notify imposed in the foregoing provision, if prior to the issuance of such a final order, a Reviewing Party and/or Reviewing Representative becomes aware of any intention or proceedings to

obtain such an order, then the Reviewing Party and/or Reviewing Representative acquiring such knowledge shall promptly inform the Producing Party of such proceedings.

11. During the pendency of Docket No. U-\_\_\_\_\_ at the Commission, in the event that a Reviewing Party wishes to disclose Confidential Information to any person to whom disclosure may not be authorized by this Confidentiality Agreement, or wishes to have changed the designation of certain information or material as protected by alleging, for example, that such information or material has entered the public domain, the parties shall attempt to resolve such dispute in a mutually satisfactory manner, and in the event that is not possible, the parties may seek a resolution of such dispute by the Commission or by a court of competent jurisdiction. The parties to this agreement hereby consent to and agree to support a stay of such a ruling by an Administrative Law Judge or Hearing Examiner requiring disclosure or a change in designation pending a final order by the Commission in the event such ruling is the subject of an appeal or a request for interlocutory review by the Commission. Likewise, the parties to this agreement hereby consent to and agree to support a stay of such a final order by the Commission requiring disclosure or a change in designation pending a decision on a request for a preliminary injunction. Any party challenging the State District Court determination allowing disclosure or a change in designation, or a denial of same, shall have a period of fifteen (15) days from the date of the District Court's ruling, or such other time period authorized by a court of competent jurisdiction to file a petition seeking a favorable ruling from the Louisiana Supreme Court. Any challenges concerning the appropriate designation of CEII shall be made before the Federal Energy Regulatory Commission.
12. Nothing in this Confidentiality Agreement shall be construed as precluding a Producing Party from objecting to the use of Confidential Information on grounds other than confidentiality, including the lack of required relevance. Without limiting any party's obligations arising under this Confidentiality Agreement, nothing in this Confidentiality Agreement shall be construed as an agreement or admission by any party or the Commission that the designation of any material as Confidential Information under this Confidentiality Agreement is appropriate.
13. All notices, applications, responses, or other correspondence shall be made in a manner that protects the Confidential Information at issue from unauthorized disclosure.
14. Following the conclusion of these proceedings, Reviewing Parties and their Reviewing Representatives, upon request by a Producing Party, shall return or destroy all copies of the Confidential Information made available by such party except for any copies filed or submitted to the Commission and that the Commission is required to retain pursuant to applicable public retention law or policy. Any documents subject to such retention requirement shall be maintained under seal and confidential unless otherwise designated pursuant to the terms of this Confidentiality Agreement. Further, all notes or other documents derived from or revealing the confidential content of such Confidential Information shall, upon request, be redacted to remove permanently any Confidential Information, including information from which Confidential Information can be derived. As used in this paragraph, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. Nothing in this paragraph shall require the destruction or redaction of



Confidential Information that is part of the record of any appeal of any action of the Commission in Docket No. U-\_\_\_\_\_.

15. In the event of a breach of the provisions of this Confidentiality Agreement, the party asserting confidentiality will not have an adequate remedy in money or damages, and accordingly, shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach without any requirement to post bond as a condition of such relief.
16. In the event of an inadvertent breach of this Agreement by a Reviewing Party revealing Confidential Information, that Reviewing Party shall be under an obligation to: 1) notify the Producing Party of such inadvertent breach as soon as reasonably possible upon discovery of such breach, 2) seek to recall and have destroyed the inadvertently produced material by e-mail or telephone request, and 3) replace inadvertently produced material with material containing proper redactions.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

Date: August \_\_, 2021

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Representing: \_\_\_\_\_