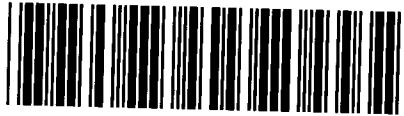


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PUC DOCKET NO. 46238**

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<b>JOINT REPORT AND APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY LLC AND NEXTERA ENERGY, INC. FOR REGULATORY APPROVALS PURSUANT TO PURA §§ 14.101, 39.262, AND 39.915</b>	§ § § § § §	<b>BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS</b>
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**STEERING COMMITTEE OF CITIES SERVED BY ONCOR'S  
FOURTH REQUEST FOR INFORMATION TO  
NEXTERA ENERGY, INC.**

The Steering Committee of Cities Served by Oncor ("Cities") files this Fourth Request for Information ("RFI") to NextEra Energy, Inc. ("NextEra" or "NEE") in the above-styled docket. NextEra is hereby requested to furnish one copy of all items of information enumerated on the attached sheets directly to the offices of Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701, (512) 322-5800, the undersigned attorney, within ten (10) calendar days. These requests shall be deemed continuing so as to require further and supplemental responses if NextEra receives or generates additional information within the scope of these requests between the time of the original response and the time of the hearing. Also, where data is requested, provide it in hard copy and Excel format with all formulas intact.

**DEFINITIONS AND INSTRUCTIONS**

A. 'Oncor Electric Delivery Company' or 'Oncor' or NextEra Energy, Inc., NEE, EFH, EFIH, TTHC, FP&L or other corporate or partnership entities refers to its parents, affiliates and subsidiaries, and any person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.

B. The term 'document' shall have the broadest meaning possible under the Texas Rules of Civil Procedure and shall include, but not be limited to, the original (or a copy when the original is not available), each non-identical copy (including those which are non-identical by reason of notations or marking, or by appearing in the files of a separate person), and any books, notebooks, pamphlets, periodicals, letters, reports, memoranda, handwritten notes, notations, messages, telegrams, wires, cables, press or news wire releases, records, studies, analyses, summaries, magazines, booklets, circulars, catalogs, bulletins, instructions, operating or maintenance manuals, operating or product specifications, fabrication sheets, test data, design specifications, parts lists, calendars, day-timers, notes or records of meetings, notices, purchase orders, bills, ledgers, checks, tabulations, questionnaires, surveys, drawings, sketches,

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schematics, blueprints, flow sheets, working papers, charts, graphs, indices, tapes, agreements, releases, appraisals, valuations, estimates, opinions, financial statements, accounting records, income statements, photographs, films or videotapes, back-up tapes, minutes, contracts, leases, invoices, records of purchase or sale, correspondence, electronic or other transcription or tapings of or notes pertaining to telephone or personal conversations or conferences, tape recordings, electromagnetic recordings, voice mail message or transcriptions thereof, interoffice communications of all types, e-mail messages, printouts of e-mail messages, instant messages or printouts thereof, microfilms, electronic databases, CDs, DVDs, videotapes or cassettes, films, movies, computer printouts and any and all other written, printed, typed, punched, engraved, taped, filmed, recorded (electronically or otherwise), labeled, or graphic matter, of whatever description, however produced or reproduced (including computer-stored or generated data, together with instructions or programs necessary to search and retrieve such data), and shall include all attachments to (including tangible things) and enclosures with (including tangible things) any requested item, to which they are attached or with which they are enclosed, and each draft thereof. A draft of a non-identical copy is a separate document within the meaning of this term. An electronic copy of a paper documents is a separate document within the meaning of this term.

C. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, Cities specifically requests that any electronic or magnetic data (which is included in the definition of 'document') that is responsive to a request herein be produced on CD-Rom in a format that is compatible with Microsoft Office and/or Word Perfect and be produced with your response to these requests. Cities further request that NextEra produce electronic copies of all paper documents, including any metadata attached to such documents, and produce all electronic originals or all responsive documents.

D. The terms 'and' and 'or' shall be construed both disjunctively and conjunctively as necessary to make the request inclusive rather than exclusive.

E. 'Each' shall be construed to include the word 'every' and 'every' shall be construed to include the word 'each.'

F. 'Any' shall be construed to include 'all' and 'all' shall be construed to include 'any.'

G. The term 'concerning,' or one of its inflections, includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically or factually connected with the matter to which the term refers; or having a tendency to prove or disprove the matter to which the term refers.

H. The term 'including,' or one of its inflections, means and refers to 'including but not limited to.'

I. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.

J. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

K. If any document is withheld under any claim of privilege, please furnish a list identifying each document for which a privilege is claimed, together with the following information: date, sender, recipients or copies, subject matter of the document, and the basis upon which such privilege is claimed.

L. Pursuant to 16 Tex. Admin. Code § 22.144(h)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.

M. If the information requested is included in previously furnished exhibits, workpapers, responses to other discovery inquiries or otherwise, in hard copy or electronic format, please furnish specific references thereto, including Bates Stamp page citations and detailed cross references

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE  
& TOWNSEND, P.C.**

816 Congress Avenue, Suite 1900

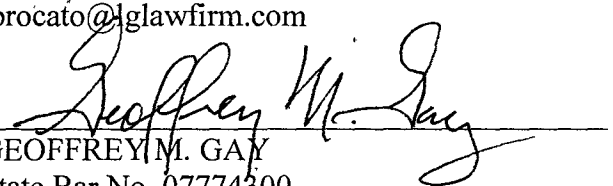
Austin, Texas 78701

(512) 322-5800

(512) 472-0532 (Fax)

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tbrocato@lglawfirm.com



GEOFFREY M. GAY

State Bar No. 07774300

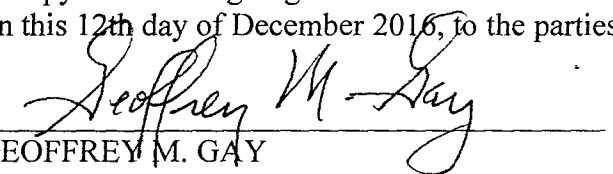
THOMAS L. BROCATO

State Bar No. 03039030

ATTORNEYS FOR THE STEERING  
COMMITTEE OF CITIES SERVED BY ONCOR

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was transmitted by fax, e-mail and/or regular, first class mail on this 12<sup>th</sup> day of December 2016, to the parties of record.



GEOFFREY M. GAY

**Cities' Fourth RFI to NextEra Energy, Inc.**

- Cities 4-1. Refer to pages 72 and 73 of NEE's HSPM response to Cities RFI 2-2. Please provide the financial analyses that resulted in the projections of the change in NEE earnings resulting from the acquisition. Provide all data, assumptions, calculations, and workpapers, including electronic spreadsheets with all cell formulas intact and all supporting electronic spreadsheets.
- Cities 4-2. Refer to Attachment 1 of NEE's HSPM response to Cities RFI 3-8.
- a. Please provide a narrative description for the information provided on each page of this Attachment and identify the Company(ies) for which the information is provided.
  - b. Refer to page 17. Please define the term "NCI."
  - c. Refer to page 29. Please define the term "CTSA."
- Cities 4-3. Refer to NEE's response to Cities RFI 3-8. To clarify, NEE agrees that Oncor will not seek to recover any of the \$134 million in transaction costs identified in that response through rates.
- Cities 4-4. Please confirm that FP&L provides certain administrative services at cost to Lone Star Transmission.
- Cities 4-5. Please provide a copy of the service agreement between FP&L and Lone Star Transmission and provide a list of all services provided by FP&L to Lone Star Transmission in 2015.
- Cities 4-6. Refer to the "Affiliate" section on page 9 of Attachment of the NEE response to Cities RFI 1-22 "Affiliate" section.
- a. Please confirm that NEE plans to assign/allocation FP&L corporate services costs to Oncor beginning "day 1."
  - b. Please identify and describe the specific corporate services FP&L will provide to Oncor beginning "day 1."
  - c. Please describe and quantify the effect on Oncor's costs of FP&L cost assignments/allocation to Oncor beginning "day 1."
  - d. Please describe all commitments from NEE to ensure that Oncor's costs will not increase due to the assignment/allocation of FP&L corporate services costs to Oncor beginning "day 1."

**Cities' Fourth RFI to NextEra Energy, Inc.**

- Cities 4-7. Refer to the "Corporate Services" row on page 23 of Attachment 2 of NEE's response to Cities RFI 1-22 (NEE).
- a. Please describe the present status of this activity.
  - b. Please provide a list of corporate services NEE has identified that FP&L will provide to Oncor. Indicate when FPL will begin providing each of these services, the cost of such services, and the cost assignment/allocation parameters/methodologies that FP&L will utilize for this purpose.
- Cities 4-8. Please provide all analyses and documentation developed to date that describe and/or quantify the costs of the corporate services that FP&L is expected to provide to Oncor on "day 1" and after "day 1" when integration activities are completed. Please provide these analyses, and all supporting workpapers and documentation, electronically and in spreadsheet format as appropriate.
- Cities 4-9. Please provide NEE's definition and a comprehensive list of the transaction costs that will not be recovered through Oncor's rates.
- Cities 4-10. Please provide NEE's definition and a comprehensive list of the transition costs that Oncor may seek to recover through rates.
- Cities 4-11. Please confirm that the transaction costs that will not be recovered through Oncor's rates include the following:
- a. Legal, consulting, and other professional advisor costs to initiate, prepare, consummate, and implement the merger, including obtaining regulatory approvals, and compliance with regulatory conditions.
  - b. Executive change in control and other executive severance costs.
  - c. Executive and key employee retention costs.
  - d. Incentive compensation costs that were accelerated due to the transaction.
  - e. IT costs, including "day 1" readiness bridge costs and permanent costs incurred to modify and/or install hardware and software systems compatible with NextEra's operating and reporting purposes.
  - f. Director and Officers tail insurance.
  - g. Rebranding Oncor as an affiliate of NextEra Energy, including, but not limited to, website, advertising, vehicles, signage, printing, and stationery.
- If NEE does not agree that each of the preceding costs are transaction costs that will not be recovered through Oncor's rates, then please provide all bases for its disagreement and describe any caveats or limitations that it believes address its disagreement and the reasons for each such caveat or limitation.
- Cities 4-12. Please explain the rationale for the commitment not to implement involuntary severance programs for two years. Provide all documents that address this issue.

**Cities' Fourth RFI to NextEra Energy, Inc.**

Cities 4-13. Please confirm that the commitment not to implement involuntary severance programs for two years will delay the achievement of savings that otherwise could result from the transaction.