

**STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of the Applications
of Benton Solar, LLC for a Site
Permit for the 100 MW Solar
Energy Generating System, a
Site Permit for the 100 MW
Battery Energy Storage System
and a Route Permit for the 115-
kV High-Voltage Transmission
Line Associated with the Benton
Solar Project in Benton County,
Minnesota

Docket No. IP7115/GS-23-423
Docket No. IP7115/ESS-24-283
Docket No. IP7115/TL-23-425
OAH Docket No. 25-2500-40508

REBUTTAL TESTIMONY

Lucas Franco, PhD

On Behalf of

LIUNA MINNESOTA AND NORTH DAKOTA

August 6, 2025

1 **Q. Please state your name, the name of your employer, and your business address:**

2
3 A. My name is Lucas Franco. I currently serve as the Research Manager for LIUNA
4 Minnesota & North Dakota, an affiliate of the Laborers International Union of North
5 America, on behalf of my employer, the LIUNA Great Lakes Organizing Committee. My
6 organization represents more than 13,500 skilled construction laborers engaged in the
7 construction of building, civil, and energy infrastructure projects across Minnesota and
8 North Dakota. My business address is 81 East Little Canada Road, St. Paul, Minnesota
9 55117.

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11 **Q. What additional information is relevant in response to the project developer's**
12 **direct testimony?**

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14 NextEra's written commitment to maximize local benefits by working with local unions is
15 a good step towards developing this project in a way that maximizes potential socio-
16 economic benefits. I am concerned, however, that these commitments may not be
17 fulfilled due to our experience with the developer on the Oliver IV Wind project as
18 described in my direct testimony and the testimony of Mr. Cortina.

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20 Outside of commitments made in the record via direct testimony (e.g. see Direct
21 Testimony of Adam Garcia, June 30, 2025), I am not aware that a binding project labor
22 agreement has been executed with their preferred EPC for the project. Once it has been,
23 it will presumably bind that contractor to build the project using local union labor if
24 ultimately contracted to build it by NextEra.

25
26 Their commitment, to the best of my understanding, does not constitute a binding legal
27 agreement between NextEra and the unions. It is not clear to me whether NextEra's
28 commitment in direct testimony is enforceable by the Commission.

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30 I do not have reason to believe that NextEra does not intend to follow through on
31 commitments regarding use of union labor to build Benton solar, but I also had no
32 reason to believe that NextEra would not follow through on commitments made on the
33 Oliver IV Wind project that the company did not meet and apparently made no effort to
34 meet.

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As an organization, we look forward to working with the company and Commission to make sure Benton Solar is built consistent with the company's statements in the record.

Q. Does this conclude your testimony?

A. Yes