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Public Service Commission

February 27, 2020

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STAFF'S THIRD DATA REQUEST
via e-mail

RE: Docket No. 20190109-GU – Petition for recovery of costs associated with Hurricane Michael and replenishment of storm reserve, by Peoples Gas System.

Dear Mr. Brown:

By this letter, the Commission staff requests that Peoples Gas System (PGS) provide responses to the following data requests:

1. With respect to Section III, subsections B and D of the proposed Settlement Agreement, please verify that it is the Parties' intent and understanding that the Commission will retain the jurisdiction to determine what, if any, storm recovery cost are recoverable.
2. Please refer to Section III, subsection B, paragraph 10, of the proposed Settlement Agreement. Would the United States General Services Administration's applicable Per Diem Rates for Florida be representative of meals of a "reasonable and customary amount?" If not, please explain and provide clarification of what constitutes a "reasonable and customary amount" for a meal.
3. Section III, subsection B, paragraph 10, of the proposed Settlement Agreement states "The Company will establish a policy that vendor crews receiving meal stipends are expected to eat or receive all meals at or by the base camp once on-boarded." If a vendor crew is scheduled to work in a location other than "at or by" the base camp, is the vendor crew expected to travel to the base camp to eat or receive all meals, then travel back to their assigned work location? If so, please state whether or not the associated travel time would be recoverable under the terms of this provision. If not, please explain.

4. Please refer to Section III, subsection D, paragraph 7. Is the policy outlined in this paragraph intended to describe how the "normal" or "incremental" amounts used to determine the appropriate amount to capitalize under the ICCA methodology?
5. What is the balance in the storm reserve as of December 31, 2019?
6. If the Settlement Agreement is approved as proposed, what will the balance be in the storm reserve as of March 31, 2020?
7. Please refer to Section III, subsection A, paragraph 2. When the parties meet to evaluate the storm procedures, will the FPSC be involved in the meetings? If not, how will the FPSC be made aware of any changes to the procedures?
8. In prior settlement agreements, the Parties endorsed the recovery of the cost of initial implementation of future process improvements. Is it the Parties' intention that the cost of initial implementation of future process improvements would be recoverable?

Per our discussions, please file all responses electronically no later than March 5, 2020, on the Commission's website at www.floridapsc.com, by selecting the Clerk's Office tab and Electronic Filing Web Form. Please feel free to call me at (850) 413-6584 if you have any questions.

Sincerely,

/s/ Walt Trierweiler

Walt Trierweiler
Senior Attorney

WLT/lms

cc: Office of Commission Clerk
Paula Brown- Regulatory Affairs
Mireille Fall-Fry- Office of Public Counsel