

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for limited proceeding for recovery of incremental storm restoration costs related to Hurricanes Irma and Nate by Duke Energy Florida, LLC

Docket No. 20170272-EI

Dated: March 20, 2019

**DUKE ENERGY FLORIDA, LLC'S RESPONSE TO
CITIZENS' NINTH SET OF INTERROGATORIES (NOS. 132-143)**

Duke Energy Florida, LLC ("DEF") incorporates the objections filed contemporaneous with this response and responds to the Citizens of the State of Florida, through the Office of the Public Counsel's ("Citizens" or "OPC") Ninth Set of Interrogatories to DEF (Nos. 132-143) as follows:

REDACTED
INTERROGATORIES

[For the responses to interrogatories 132-135, the OPC requests that you please insert into the questions and answers the withheld information that you have been made aware of in prior correspondence and the referenced documents prior to the service of the official request (and file under Request for Confidentiality- if required)].

132. Refer to Document 20170272-DEF-OPC POD 1-6-0018397 provided in response to 2nd Supplemental Response to OPCs 1st PODS 1-10 Q-6 Distribution pt 2, located in the 17-Irma folder, [REDACTED] folder. The document states [REDACTED]

- a) Was the Company aware of the requirement of [REDACTED] for emergency storm work prior to the storm? If not, why not?
- b) Is the Company aware of any other union requirements, not referred to in this email, regarding [REDACTED] relating to the payment of hours, expense, etc.? If so, please summarize.

Answer:

- a) Yes, this has been a part of the [REDACTED] contract for several years. [REDACTED] uses this with all utilities.
- b) Duke Energy is not aware of other union requirements.

133. Refer to page Document 20170272-DEF-OPC POD 1-6-0006773 provided in response to 2nd Supplemental Response to OPCs 1st PODS 1-10 Q-6 Distribution pt 2, located in the 16- Hermine folder, [REDACTED] folder. The document states [REDACTED]

- [REDACTED]
- a) Is it typical that the Company would allow for this withheld circumstance described herein above?
 - b) Please provide all instances of such billing included in the filing.

Answer:

- a) DEF does allow for this in certain cases. The Company often proposes [REDACTED]. In the wake of major storms, Duke Energy endeavors, to the best of its ability, to provide adequate lodging for the contractor workforce such that this is not typical. Often, hotels are either closed or oversaturated in the wake of a major storm, so this may not always be possible but this is the intent.
- b) The storm invoices are submitted through paper (CAPS) process and are audited by hand. As such, a summary is not available without extensive research and time to compile.

134. Refer to Document 20170272-DEF-OPC POD 1-6-0006773 provided in response to 2nd Supplemental Response to OPCs 1st PODS 1-10 Q-6 Distribution pt 2, located in the 16-Hermine folder, [REDACTED] folder. The document states [REDACTED]

- a) Is this standard Company procedure to allow for the [REDACTED] instead of another amount of time?
- b) Why was the [above herein withheld term] permitted when 20170272-DEF-OPC POD 1-6-0006772 states that a normal day is considered to be the [REDACTED]?

Answer:

- a) It is standard operating procedure in the wake of a major storm. Contractors and Duke Energy resources alike frequently work extended hours post-storm.
- b) A normal (e.g., "blue sky") workday is a [REDACTED] workday. Processes are different in the wake of major storms. The [REDACTED] in a storm context would exemplify this. Other examples would include pricing sheets, the process of negotiating terms and conditions, etc.

135. Refer to Document 20170272-DEF-OPC POD 1-6-0006773 provided in response to 2nd Supplemental Response to OPCs 1st PODS 1-10 Q-6 Distribution pt 2, located in the 16-Hermine folder, [REDACTED] folder. The document states [REDACTED]



a) Please provide all instances of such billing included in the filing.

Answer:

Please see response to 133-b.) above.

136. In the documents ranging from 20170272-DEF-OPC POD 1-6-0041450-41505, by way of example, please explain why DEF is paying for food receipts related to a logistics firm in Cary, North Carolina and Apex, North Carolina from September 3 through September 29, 2017?

Answer:

The logistics firm in question is located in Apex, NC; approximately 7 miles from Cary, NC. All food receipts for this location are for its resources working in the logistics firm's Support Centers. The dates range from 9/3/17 to 9/27/17 to support mobilization, restoration, and demobilization activities.

137. See POD 1-6-0041493, POD 1-6-0041506 through POD 1-6-004510. Please explain why DEF is paying for hotel rooms in Apex, North Carolina from September 6 to October 27, 2017?

Answer:

All hotel receipts for this location are for lodging the logistics firm's resources working in its Support Centers. The dates range from 9/6/17 to 10/27/17 to support mobilization, restoration, and demobilization activities. The firm's resources work following demobilization of sites to handle equipment returns and inventory, administrative activities, and invoice closeouts.

138. See POD 1-6-041492. Please explain why DEF is paying for a hotel in Cary, North Carolina from September 26 to October 3, 2017?

Answer:

Cary, NC is approximately 7 miles away from the logistics firm's Support Center in Apex, NC. These hotel receipts are for the logistics firm's resources working in the firm's Support Centers. The dates range from 9/26/17 to 10/03/17 to support demobilization activities such as inventory, administrative and invoice closeouts.

139. See POD 1-6-0041460. Why is DEF paying for a gas receipt in Labelle, FL on 9/5/17?

Answer:

This fuel charge is from travel expenses incurred by a resource for the logistics firm's during mobilization activities.

140. See POD 1-6-0041460. Who is Susan Kent and why is DEF paying for a hotel room for her on 9/6/17 in Jacksonville, FL?

Answer:

Susan Kent was a resource for the logistics firm discussed above, working both in its Support Centers and in the field during the Irma Recovery Event. This hotel charge is from travel expenses incurred during mobilization activities.

141. Does DEF have a summary sheet which lists or analyzes all receipts paid as a part of Hurricane Irma damage invoice payments? If so, please provide.

Answer:

DEF utilized the review templates provided in response to OPC's 3rd POD, number 18, to verify receipts per invoice, but did not utilize a summary sheet to analyze all receipts.

142. Did DEF pay all receipts submitted as a part of Hurricane Irma damage invoice payments even when they are not legible?

Answer:

DEF did not pay all receipts submitted. The invoice review process consisted of two-levels of review; noting any questionable or illegible items, and then calculating that amount against the initial invoice amount.

143. What criteria did DEF use to determine if a receipt attached to a Hurricane Irma damage invoice should be paid?

Answer:

DEF looked at the date to verify it was within the restoration period, the location of the establishment to verify it was within the restoration area or an area a vendor would have had to travel through to reach DEF's service territory (or return home), the expense type to verify it was a reimbursable expense per the terms of the contractor's/vendor's agreement, and the dollar amount to verify it was reasonable

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I hereby certify that on this 20 day of March, 2019, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAY SHAWVER, who is personally known to me, and has acknowledged before me that he provided the answers to interrogatory number(s) 132 through 135 of CITIZENS' NINTH SET OF INTERROGATORIES TO DUKE ENERGY FLORIDA, LLC (NOS. 132-143) in Docket No. 20170272-EI, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 20 day of March, 2019.



Jay Shawver
Jay Shawver

Claire Clark
Notary Public
State of North Carolina

My Commission Expires: 10-22-2021

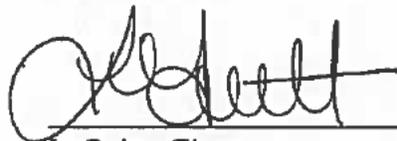
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STATE OF FLORIDA

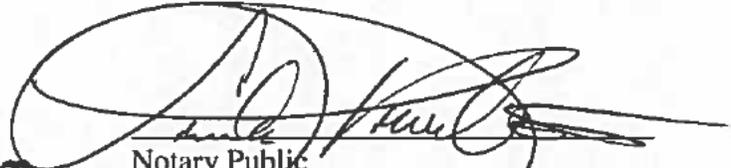
COUNTY OF POLK

I hereby certify that on this 19th day of March, 2019, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAQUITTA GHENT, who is personally known to me, and has acknowledged before me that she provided the answers to interrogatory numbers 136 through 140 of CITIZENS' NINTH SET OF INTERROGATORIES TO DUKE ENERGY FLORIDA, LLC (NOS. 132-143) in Docket No. 20170272-EI, and that the responses are true and correct based on her personal knowledge.

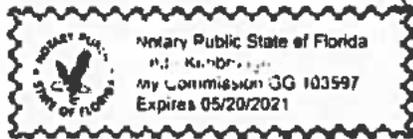
In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 19th day of March, 2019.



LaQuitta Ghent



Notary Public
State of Florida



My Commission Expires: 6/20/2021

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

I hereby certify that on this _____ day of March, 2019, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TESS ROEBUCK, who is personally known to me, and has acknowledged before me that she provided the answers to interrogatory numbers 141 through 143 of CITIZENS' NINTH SET OF INTERROGATORIES TO DUKE ENERGY FLORIDA, LLC (NOS. 132-143) in Docket No. 20170272-EI, and that the responses are true and correct based on her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this _____ day of March, 2019.

Tess Roebuck

Notary Public
State of Florida

My Commission Expires:_____