

FPUC's Responses to Staff's Second Set of
Interrogatories Nos. 4-7.

INTERROGATORIES

For the purpose of this interrogatory, please refer to FPUC's January and February A Schedule filings, and the specific schedule and line numbers identified below.

4. Schedule A1, Line 3, on Page 1 of 2 of the January A Schedule reports that \$5,918 was charged and the same schedule from February's filing reports a monthly amount of \$0. Schedule A1, Line 3, on Page 2 of 2 of the February schedule reports the Period To Date amount of \$11,837 was charged to customers for the FPL Interconnect project through February, 2017. Please explain how the Period To Date amount of \$11,837 was calculated.

Company Response:

The computation of the period to date amount of \$11,837 was in error. In response to the Supreme Court of Florida ruling in Case No. SC16-141, the Company elected to suspend the inclusion of its cost from the A Schedules of the monthly Fuel filing. The disposition of the accumulated FPL Interconnect costs for the prior periods will be reversed through the Company's further filings in this proceeding. The rates charged to the customers for the FPL Interconnection will continue to be reported with the fuel revenues on the A schedules until such time as the amounts are tried-up and the appropriate refund is calculated and included in the calculation of the Company's fuel cost recovery factors for 2018. A corrected A Schedule report for February has been submitted to the Clerk's office.

Respondent: Curtis D. Young

For the purpose of interrogatory numbers 5-7, please refer to the March 16, 2017 ruling from the Supreme Court of Florida in Case No. SC16-141, Citizens v. Graham. This case refers to the FPL Interconnect project.

5. Please provide a comprehensive explanation on how FPUC believes the above-named ruling impacts the construction of the FPL interconnection line. Describe in your response the following:
 - a. Whether the project will be completed as scheduled, delayed in any way, or cancelled.

Company Response:

The ruling in this case will have no impact on the construction or completion of this project.

Respondent: Mark Cutshaw

b. Please identify the project milestones that were completed since December, 2016.

Company Response:

Below is a list of project milestones that have been completed by FPU since December 2016.

- The final interconnection agreement between FPL, JEA and FPU has been completed and is currently in the process of being executed by all parties.
- Amended and Restated Preliminary Engineering Agreement between FPU and FPL finalized and currently in the process of being executed by both parties.
- Engineering contractor retained by FPU to complete the engineering design for the FPU substation modifications.

Respondent: Mark Cutshaw

- c. Please identify the most current costs incurred to date and the projected costs to complete the construction.

Company Response:

Costs incurred to date are \$887,700 paid to FPL for work completed on the interconnection project. Final construction costs will be based on actual costs for the project. However, in total, FPU is expected to pay an estimated \$4,000,000 to complete the interconnection project.

Respondent: Mark Cutshaw

- d. Please identify, in detail, all construction activities that must be completed before the line can be energized.

Company Response:

FPU will be responsible for substation modifications at the FPU Stepdown Substation located on Amelia Island. Work required will involve the replacement of several transmission line relays and the installation of communications equipment that will allow relay communications with both the FPL O'Neil Substation and the JEA Nassau Substation. Once the equipment is installed, it will be necessary coordinate closely with both JEA and FPL in order to program and set up the equipment to assure all system protection schemes communicate effectively.

It is FPUC's understanding that FPL will be making modifications to their O'Neil Substation and JEA will be making modifications to their Nassau Substation in order to complete the interconnection project, but defers to the respective utilities as to the details of any such modifications.

Respondent: Mark Cutshaw

- e. Any other information the Company believes the Commission should be aware of pertaining to the FPL Interconnect Line project.

Company Response:

The interconnection project is scheduled to be completed before the end of 2017. However, should unforeseen events occur, provisions have been made to ensure electric transmission service will be available FPU customers located on Amelia Island.

Respondent: Mark Cutshaw

6. What amount of projected and actual fuel expenses have been charged to rate payers through the Fuel Cost Recovery Clause for the FPL Interconnect Line project up to March 16, 2017? Please show by month and year the calculation of this amount.

Company Response:

The amount of fuel expenses that has been charged to rate payers through the Fuel Recovery Clause for the FPL Interconnect project through February 2017 is \$121,793. The detailed calculation of this amount is provided in Attachment A.

Respondent: Curtis D. Young

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total 2016	Jan-17	Feb-17	Y-T-D 2017
Actual - KWH Sales																
Residential	26,324,957	26,440,554	21,157,384	18,283,126	20,008,702	29,579,781	33,969,850	33,300,748	34,625,659	24,354,197	17,902,688	19,705,948	303,653,694	23,380,919	19,491,590	42,872,509
Commercial Small	5,293,378	4,986,082	4,759,531	4,701,392	5,039,862	6,321,258	6,894,381	6,939,302	7,083,366	6,104,203	4,788,656	4,685,184	67,576,635	4,863,293	4,223,256	9,086,549
Commercial Large	11,944,137	10,613,334	10,722,279	11,316,383	11,782,352	14,633,463	15,056,100	15,117,637	15,976,845	13,417,767	11,079,116	10,883,963	132,543,376	11,175,722	10,500,385	21,676,107
Lighting Service	7,132,968	6,290,000	6,461,176	6,312,098	6,741,513	7,816,901	6,881,718	8,245,735	7,930,529	7,106,764	6,586,024	6,718,730	84,724,094	6,351,104	6,167,056	12,518,160
	677,777	631,105	629,380	621,832	621,268	624,081	621,176	621,548	623,810	625,274	625,792	625,084	7,500,137	625,310	625,634	1,250,944
	51,323,217	48,963,075	43,729,750	41,734,769	44,193,697	58,975,524	63,423,225	64,224,970	64,240,209	51,609,205	40,962,278	42,619,919	615,957,836	46,396,348	41,007,921	87,404,269
FPL Interconnect Cost Recovery																
Residential	\$ 1,475,555	\$ 1,495,244	\$ 3,597,093	\$ 3,108,377	\$ 3,401,174	\$ 5,028,955	\$ 7,775,322	\$ 5,661,563	\$ 5,446,793	\$ 4,140,139	\$ 3,043,639	\$ 3,350,227	\$ 51,625,068	\$ 4,565,033	\$ 3,805,855	\$ 9,370,668
Commercial Small	\$ 899,541	\$ 847,770	\$ 809,181	\$ 789,307	\$ 836,844	\$ 1,074,770	\$ 1,172,119	\$ 1,179,777	\$ 1,204,266	\$ 1,037,729	\$ 810,713	\$ 796,544	\$ 11,488,911	\$ 849,544	\$ 743,571	\$ 1,774,111
Commercial Large	\$ 2,630,667	\$ 2,306,400	\$ 1,822,699	\$ 1,923,639	\$ 2,009,155	\$ 2,487,493	\$ 2,559,979	\$ 2,570,119	\$ 2,716,277	\$ 2,281,119	\$ 1,893,539	\$ 1,850,842	\$ 25,834,136	\$ 2,183,001	\$ 2,050,161	\$ 4,232,117
Lighting Service	\$ 1,212,700	\$ 1,069,388	\$ 1,098,498	\$ 1,158,119	\$ 1,146,144	\$ 1,328,977	\$ 1,169,388	\$ 1,401,887	\$ 1,348,293	\$ 1,208,244	\$ 1,119,771	\$ 1,142,227	\$ 14,404,201	\$ 1,240,033	\$ 1,204,099	\$ 2,444,112
For FPL Interconnect	\$ 1,066,733	\$ 1,076,644	\$ 1,071,000	\$ 1,055,722	\$ 1,055,622	\$ 1,066,100	\$ 1,055,614	\$ 1,056,571	\$ 1,065,005	\$ 1,068,300	\$ 1,068,599	\$ 1,068,427	\$ 1,275,112	\$ 1,220,099	\$ 1,222,415	\$ 244,244
	\$ 8,725,611	\$ 8,374,367	\$ 7,434,693	\$ 7,095,451	\$ 7,513,500	\$ 10,026,611	\$ 10,782,277	\$ 10,919,088	\$ 10,921,671	\$ 8,774,077	\$ 5,964,112	\$ 7,724,577	\$ 104,727,641	\$ 9,058,707	\$ 8,006,663	\$ 17,065,339
2016 recovery factor																
	\$ 0.000170															
Projected Costs FPL Interconnect 2016	\$ 107,333.00															
Projected Kwh Sales 2016	631,322,285															
Projected Cost Recovery Factor (\$ per Kwh)	\$ 0.000170															
2017 recovery factor																
	\$ 0.000195															
Projected Costs FPL Interconnect 2017	\$ 120,000.00															
Projected Kwh Sales 2017	614,609,517															
Projected Cost Recovery Factor (\$ per Kwh)	\$ 0.000195															

7. Based on the March 16, 2017 ruling from the Supreme Court of Florida in Case No. SC16-141, Citizens v. Graham, how will FPUC seek to recover its costs for the FPL Interconnection Line?

Company Response:

Consistent with the directive of the Court, the Company will not pursue recovery through the Fuel Clause. The Company is currently reviewing other viable options for cost recovery, including, but not limited to, a limited proceeding.

Respondent: Mike Cassel

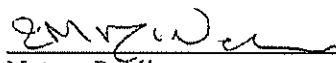
AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF NASSAU)

I hereby certify that on this 24th day of April, 2017, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared P. MARK CUTSHAW, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to interrogatory number(s) 5(a) – 5(e) from STAFF'S SECOND SET OF INTERROGATORIES TO FLORIDA PUBLIC UTILITIES COMPANY (NOS. 4-7) in Docket No(s). 170001-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 24th day of April, 2017.



Notary Public
State of Florida, at Large

My Commission Expires: 08/22/2020



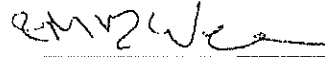
AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH

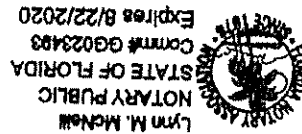
I hereby certify that on this 24th day of April, 2017, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL D. CASSEL, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to interrogatory number 7 from STAFF'S SECOND SET OF INTERROGATORIES TO FLORIDA PUBLIC UTILITIES COMPANY (NOS. 4-7) in Docket No(s). 170001-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 24th day of April, 2017.



Notary Public
State of Florida, at Large

My Commission Expires: 08/22/2020



AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH

I hereby certify that on this 21st day of April, 2017, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CURTIS D. YOUNG, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to interrogatory number(s) 4 and 6 from STAFF'S SECOND SET OF INTERROGATORIES TO FLORIDA PUBLIC UTILITIES COMPANY (NOS. 4-7) in Docket No(s). 170001-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 21st day of April, 2017.



Dina Bellechase
Notary Public
State of Florida, at Large

My Commission Expires:
12/13/2019