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February 8, 2019

VIA: ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Petition for recovery of costs associated with named tropical systems during the 2015, 2016 and 2017 hurricane seasons and replenishment of storm reserve subject to final true-up, by Tampa Electric Company
FPSC Docket No. 20170271-EI

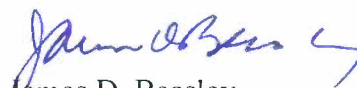
Dear Mr. Teitzman:

Attached for filing in the above docket on behalf of Tampa Electric Company are the following:

1. Second Amended Petition of Tampa Electric Company for Recovery of Costs Associated with Named Tropical Systems and Replenishment of Storm Reserve
2. Revised Prepared Direct Testimony and Exhibit No. __ (GRC-1) of Gerard R. Chasse
3. Revised Prepared Direct Testimony and Exhibit No. __ (JSC-1) of Jeffrey S. Chronister
4. Direct Testimony and Exhibit No. __ (SLD-1) of Sarah L. Djak
5. Revised Prepared Direct Testimony and Exhibit No. __ (SEY-1) of S. Beth Young

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Attachment

cc: All Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
for Recovery of Costs Associated with)
Named Tropical Systems and)
Replenishment of Storm Reserve)
_____)

DOCKET NO. 20170271-EI

FILED: February 8, 2019

**SECOND AMENDED PETITION OF TAMPA ELECTRIC COMPANY
FOR RECOVERY OF COSTS ASSOCIATED
WITH NAMED TROPICAL SYSTEMS
AND REPLENISHMENT OF STORM RESERVE**

Tampa Electric Company (“Tampa Electric” or “the company”), pursuant to Rule 28-106.201 and Rule 25-6.0143, Florida Administrative Code (“FAC”), and Order No. PSC-2019-0042-PCO-EI, issued January 16, 2019 in this docket, submits this its Second Amended Petition to the Florida Public Service Commission (“the Commission”) for recovery of incremental storm restoration costs associated with tropical systems named by the National Hurricane Center (“NHC”) during the 2015, 2016 and 2017 hurricane seasons and the replenishment of the Storm Reserve in the amount of \$98,982,984 subject to final true-up, and in support thereof, says:

1. Tampa Electric is an investor owned electric utility subject to the Commission’s jurisdiction pursuant to Chapter 366, Florida Statutes. Tampa Electric serves retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties in Florida. The company’s principal offices are located at 702 N. Franklin Street, Tampa, FL 33602.

2. Tampa Electric submits this Second Amended Petition in order to update the total estimated storm restoration costs from those set forth in the company’s January 30, 2018 Amended Petition in this proceeding. This Second Amended Petition reduces the company’s requested recovery of total retail recoverable costs associated with Tropical Storms (“TS”) Erika and Colin, and Hurricanes Hermine, Matthew and Irma from the \$102,476,127 referred to in the

company's Amended Petition to \$98,982,984, based on Tampa Electric's detailed analysis of all of the many invoices and other documentation associated with the work performed by other utilities and contractors who assisted in this significant restoration effort.

3. The persons to whom all notices and other documents should be sent in connection with this docket are:

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Background

4. At the time of this filing, Tampa Electric's base rates are currently governed by the September 30, 2013 final order of the Commission approving a stipulation and settlement agreement among all parties to Tampa Electric Company's base rate proceeding in Docket No. 20130040-EI, as supplemented by Commission Orders approving solar base rate adjustments ("SoBRA") included in tranches during the Term as specified in the Settlement Agreement. On November 27, 2017, the Commission approved the company's petition for limited proceeding to approve 2017 amended and restated stipulation and settlement agreement in Docket No. 20170210-EI and 20160160-EI. The stipulation and settlement agreement contains a numbered paragraph 5 which addresses storm damage cost recovery. A copy of said paragraph 5 is attached hereto as Exhibit "A" and made a part hereof.

5. Attached hereto as Exhibit "B" is a copy of Rule 25-6.0413, FAC, governing the use of accumulated provision accounts. This rule is addressed in paragraph 5(a) of the

stipulation and settlement agreement. By this Petition Tampa Electric seeks the Commission's authority to recover its storm damage costs and replenishment of the Storm Reserve pursuant to paragraph 5 of the stipulation and settlement agreement and Rule 25-6.0143, FAC.

6. This Second Amended Petition is the result of Tampa Electric's careful scrutiny of literally thousands of pages of storm damage invoices, receipts and supporting documentation that were the subject of the company's initial petition filed in this proceeding on December 28, 2017, as amended by the company's January 30, 2018 Amended Petition. During the course of discovery in this docket, Tampa Electric concluded that it would be appropriate to re-examine the many invoices for storm restoration assistance the company had received from the foreign and native vendors that provided assistance restoring the company's electric system in connection with named tropical systems during the 2015, 2016 and 2017 hurricane seasons. The company requested and was granted¹ a continuance for the purpose of allowing the company an opportunity to process, review and organize the voluminous amount of cost data and associated information pertaining to these restoration costs. Since that time, the company has conducted a supplemental review of invoices received from the foreign and native crew vendors and created over 120 binders addressing storm restoration costs for the five named tropical systems in this proceeding, including summary sheets detailing allowances and disallowances. As a result of this effort, Tampa Electric is seeking to recover a lower amount of incremental storm costs associated with the named storms in question than the company had requested in its January 30, 2018 Amended Petition. The lower requested storm damage cost recovery total of \$98,982,984 represents a conservative and good faith effort by Tampa Electric to limit its request to recover only those restoration costs that are reasonable, prudent and supported by invoices and other documentation justifying their recovery.

¹ Order No. PSC-2018-0406-PCO-EI, issued August 15, 2018

Tropical Storms in 2015, 2016 and 2017 Impacting Tampa Electric

7. In 2015, 2016 and 2017 Tampa Electric incurred prudent and reasonable storm costs related to TSs Erika and Colin, and Hurricanes Hermine, Matthew and Irma. These five named tropical systems required storm preparation and restoration activities. A detailed description of each of these storms and actions taken by Tampa Electric in response to them is set forth on pages 4 through 13 (paragraphs 8-24) of the company's Amended Petition filed in this docket on January 30, 2018, and for the sake of brevity those portions of the Amended Petition are incorporated herein by reference as if the same were fully set forth herein.

Transmission and Distribution Insurance

8. Pursuant to Rule 25-6.0143 (1) (m) FAC, Tampa Electric files an annual report providing information concerning the company's most recent efforts to obtain commercial insurance for transmission and distribution ("T&D") facilities and a summary of amounts recorded in account 228.1.

9. On February 15, 2017, Tampa Electric filed its status on efforts to obtain commercial T&D insurance at which time the company concluded based on the markets and discussions with brokers that property insurance for the company's T&D facilities at reasonable and deductible levels continues to be generally unavailable. A copy of this letter filed with the Commission is attached as Exhibit "C".

Total Storm Cost Requested for Recovery

10. Tampa Electric requests a determination by the Commission that the actual incremental storm costs for TSs Erika and Colin, and Hurricanes Hermine, Matthew and Irma for storm damage and replenishment of the storm reserve totals \$98,982,984 described above as follows:

TS Erika:	\$698,932
TS Colin:	\$2,523,370
Hurricane Hermine:	\$5,301,877
Hurricane Matthew:	\$1,005,845
Hurricane Irma:	\$87,871,323

11. Tampa Electric’s storm reserve is unfunded and as such, the amounts above do not contain any interest charges.

12. Details of the actual incremental storms cost for each of the above named-storms in the 2015, 2016 and 2017 hurricane seasons are detailed in Exhibit “D”.

13. At the time of this filing, Tampa Electric continues to receive back up documentation supporting invoices for storm restoration activities related to Hurricane Irma. The company has prepared this second amended petition based on the documentation in hand at the time of filing but reserves the right to increase its request for cost recovery between now and the final hearing as additional supporting documentation is received.

**Relationship of Incremental Storm Costs
with Tax Reform Benefits of the Tax Cut and Jobs Act of 2017**

14. This Second Amended Petition requests a final Commission determination as to the appropriate amount of incremental storm costs incurred by Tampa Electric during the 2015, 2016 and 2017 hurricane seasons, for use in determining the appropriate offsets and true-ups of those storm costs and the tax savings the company’s customers have realized from the enactment of the Tax Cut and Jobs Act of 2017. On March 7, 2018 the Commission entered its Order No. PSC-2018-0125-PCO-EI (Order Approving Interim Storm Cost Recovery Charge). That Order addressed an effort by Tampa Electric and the other parties to this proceeding to avoid volatility in customer rates by recognizing and then utilizing annual tax reform benefits resulting from the

passage of the Tax Cut and Jobs Act of 2017 as a direct offset to avoid implementing separate cost recovery of storm damage costs that customers would otherwise have been obligated to pay.

That Order provides in part:

Tampa Electric filed tariffs to implement both its original and amended proposed interim Storm Cost Recovery Charge factors. However, following our approval of the Amended Implementation Stipulation, Tampa Electric withdrew its proposed amended Storm Cost Recovery Charge tariff. Tampa Electric's Amended Implementation Stipulation is contained in Attachment A. The Amended Implementation Stipulation seeks to avoid volatility in customer rates by recognizing and then utilizing annual tax reform benefits resulting from the passage of the Tax Cut and Jobs Act of 2017 (Tax Act) as a direct offset to avoid implementing separate cost recovery of storm damage costs that customers would otherwise have been obligated to pay. With our approval of the Amended Implementation Stipulation, Tampa Electric will be entitled to make the appropriate adjustments to its regulated books and records to recover the entire estimated amount of storm costs that would have been recovered from customers over a nine month period in 2018 from the Company's estimated annual tax savings over the same nine month period. Consistent with the ARSSA, a final determination of storm costs and the impact of tax reform shall be made in separate dockets and any difference will be true-up and recovered/refunded to customers through the 2019 Environmental Capital and Cost Recovery Clause with the full impact of tax reform reflected in a change in base rates in January 2019.

Our approval of interim Storm Cost Recovery charge factors is preliminary in nature and is subject to true-up pending further review once the total actual storm restoration costs are known. After the actual costs are reviewed for prudence and reasonableness, and are compared to the actual amount recovered through the interim Storm Cost Recovery Charge, a determination will be made whether any over/under recovery has occurred and the appropriate steps to be taken for a refund or additional charge.

As a consequence, the Second Amended Petition seeks a final determination as to the appropriate amount of incremental storm costs, as opposed to recovery of those costs, so that final amount may be used to reconcile the recognition and utilization of annual tax reform benefits as an offset


to avoiding implementing the separate cost recovery of storm damage costs and to enable any difference to be true-up and recovered/refunded to customers through the Energy Conservation Cost Recovery Clause.

15. Tampa Electric is not aware of any disputed issues of material fact regarding the matters addressed herein or the relief requested.

WHEREFORE, Tampa Electric requests that the Commission approve the company's final calculation of its storm damage costs associated with the above named tropical storms and hurricanes during the 2015, 2016 and 2017 hurricanes so that the same may be utilized to make a final determination of the appropriate offset of tax savings and storm damage costs and any required true-up of storm damage costs.

DATED this 8th day of February, 2019.

Respectfully submitted,



JAMES D. BEASLEY
J. JEFFRY WAHLEN
Ausley McMullen
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(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Second Amended Petition, filed on behalf of Tampa Electric Company, has been furnished by electronic mail on this 8th day of February 2019 to the following:

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Ms. Johana Nieves
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ATTORNEY



BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 20170271-EI

IN RE: PETITION FOR RECOVERY OF COSTS
ASSOCIATED WITH NAMED TROPICAL SYSTEMS
DURING THE 2015, 2016, AND 2017 HURRICANE
SEASONS AND REPLENISHMENT OF STORM RESERVE
SUBJECT TO FINAL TRUE-UP, TAMPA ELECTRIC
COMPANY.

REVISED PREPARED DIRECT TESTIMONY
AND REVISED EXHIBIT
OF
GERARD R. CHASSE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REVISED PREPARED DIRECT TESTIMONY

OF

GERARD R. CHASSE

I. INTRODUCTION

Q. Please state your name, address, occupation and employer.

A. My name is Gerard R. Chasse. My business address is 702 N. Franklin Street, Tampa, Florida 33602. I am employed by Tampa Electric Company ("Tampa Electric" or "the company") as Vice President, Electric Delivery.

Q. Please describe your duties and responsibilities in that position?

A. My duties and responsibilities include the oversight of all functions within Tampa Electric's Electric Delivery Department including the planning, engineering, operation, maintenance and restoration of the transmission, distribution and substation systems, operation of the distribution, and energy control centers, administration of tariffs and compliance, execution of the company's Transmission and Distribution ("T&D") strategic solutions including advanced metering

1 infrastructure, outdoor and streetlight LED conversion
2 project, and advanced distribution management system,
3 line clearance activities, warehouse and stores, and
4 fleet and equipment. As it relates to this filing, I am
5 responsible for the safe, timely, and efficient
6 implementation of Tampa Electric's storm restoration
7 plan.

8
9 **Q.** Please describe your educational background and
10 professional experience?

11
12 **A.** I received a Bachelor of Science degree in electrical
13 engineering from the University of Maine in 1990 and
14 became a licensed professional engineer in 1996. I have
15 held numerous positions of increasing responsibility in
16 Bangor Hydro Electric and its successor, Emera Maine,
17 including Substation Engineer, Planning Engineer,
18 Substation Operations Supervisor, Manager of Engineering,
19 Manager of Assets, Project Manager for an international
20 transmission line, Vice-President of Operations,
21 Executive Vice-President, and President of Emera Maine
22 from 2010 through 2015. In 2015 and 2016, I was Vice-
23 Chair of the Emera Maine Board. My position was also
24 focused on renewable strategy, grid modernization
25 strategy, and customer strategy for Emera companies from

1 2015 to 2016 before my current role.

2
3 **Q.** What is the purpose of your revised direct testimony?

4
5 **A.** The purpose of my Revised Direct Testimony is to describe
6 Tampa Electric's Disaster Preparedness and Recovery Plan
7 and to provide details of the work and costs incurred by
8 Tampa Electric's T&D organization during the 2015, 2016
9 and 2017 storm seasons in connection with the five named
10 tropical storms: Tropical Storm ("TS") Erika, TS Colin,
11 Hurricane Hermine, Hurricane Matthew and Hurricane Irma.
12 These five named tropical storms required storm
13 preparation and restoration activities. My Revised
14 Direct Testimony supports the reasonableness and prudence
15 of the T&D storm restoration costs for which Tampa
16 Electric is seeking recovery.

17
18 In addition, my Revised Direct Testimony addresses the
19 unique challenges Hurricane Irma presented to our
20 company, the supplemental review of foreign crew invoices
21 we conducted from August 2018 to January 2019 and
22 generally, how we have updated our procedures based on
23 Hurricane Irma and the results of our supplemental review.

24
25 **Q.** How does your Revised Direct Testimony relate to the

1 Revised Direct Testimony of other Tampa Electric
2 witnesses?

3

4 **A.** The Revised Direct Testimony of Tampa Electric's Witness
5 Jeffrey S. Chronister's supports the company's
6 calculation of the costs incurred by Tampa Electric during
7 the 2015, 2016 and 2017 storm seasons in connection with
8 the five named tropical storms listed above. Witness
9 Chronister also explains how the company's request for
10 storm cost recovery in this docket was calculated and has
11 evolved, how the results of the company's tax savings
12 proceeding relates to this proceeding and the additional
13 accounting and review process changes the company will
14 implement, as a result of lessons learned, for future
15 storm restoration activities.

16

17 The Revised Direct Testimony of Tampa Electric's Witness
18 S. Beth Young describes how Tampa Electric acquires,
19 stages and manages foreign crew resources in assisting
20 with large-scale restoration efforts as well as explains
21 why the costs incurred for those activities were prudent
22 in order to achieve timely restoration of the company's
23 electric system. It also addresses our Energy Delivery
24 Department's role in the supplemental review we conducted
25 for Hurricane Irma, as well as, the four prior named

1 storms and the new business and storm management practices
2 we developed as a result of Hurricane Irma, which will be
3 utilized for future named storm restoration activities.

4
5 Finally, the Direct Testimony of Tampa Electric's Witness
6 Sarah L. Djak provides a detailed explanation of the
7 supplemental review we conducted, including how the
8 review was designed and conducted, what the review covered
9 and the results of the review.

10
11 **Q.** Are you sponsoring any Exhibits in this proceeding?

12
13 **A.** Yes, I am. Exhibit No.____ (GRC-1), consisting of one
14 document, entitled "Tampa Electric's Recoverable
15 Restoration Costs by Storm, Function and Cost Element",
16 was prepared under my direction and supervision. This
17 Exhibit details the company's recoverable storm costs by
18 function and detailed category which supports the
19 necessary and prudent restoration costs Tampa Electric
20 incurred in restoring the electrical systems in the five
21 named tropical storms in this proceeding.

22
23 **II. TAMPA ELECTRIC'S DISASTER PREPAREDNESS AND RECOVERY PLAN**

24 **Q.** What is the objective of Tampa Electric's Disaster
25 Preparedness and Recovery Plan?

1 **A.** The objective of Tampa Electric's Disaster Preparedness
2 and Recovery Plan is to safely, efficiently and
3 effectively restore power to customers as quickly as
4 practical during and following a severe weather event.
5 This is accomplished in accordance with all regulatory,
6 legislative and industry rules, including the
7 Occupational Safety and Health Administration ("OSHA").
8 It is accomplished in close coordination with all
9 applicable local, regional, state and federal
10 governmental agencies. It is also accomplished according
11 to a well-established and always improving plan.
12 Facilities, equipment and critical customers are restored
13 using both a predetermined prioritization process and a
14 methodology to restore the largest number of customers as
15 quickly as possible. The plan is readily scalable to the
16 size and impacts of the event and employees are regularly
17 trained in their roles within the plan.

18
19 The scale of the implementation of the plan may extend on
20 a small scale to only internal resources and possibly
21 local contractor resources using our existing service
22 area facilities all the way to opening multiple incident
23 bases, acquiring resources from regional mutual aid
24 groups ("RMAG") across the country, as well as affiliates
25 and non-RMAG contractor resources.

1 **Q.** Please describe the key components of Tampa Electric's
2 Disaster Preparedness and Recovery Plan?
3

4 **A.** Tampa Electric's Disaster Preparedness and Recovery Plan
5 consists of a standard management hierarchy and set of
6 procedures for managing temporary events of any size called
7 an incident command structure ("ICS"). ICS includes
8 procedures to select and form temporary management
9 hierarchies to manage and control funds, personnel,
10 facilities, resources and communications. It is designed
11 to be used or applied from the time an event is anticipated
12 until the requirement for additional management and
13 operations no longer exist. It provides logistical and
14 administrative support to operational staff allowing them
15 to focus on addressing the event. It is cost effective by
16 avoiding duplication of efforts and maximizing utilization
17 of available resources.

18
19 As a nationally recognized standardized approach to the
20 command, control and coordination of emergency response,
21 ICS provides for a common terminology and clear
22 communications within which responders from multiple
23 agencies public and/or private can be effective. One of
24 its strengths is the ability to expand or contract in scope
25 to meet the needs of the event to which it is applied. As

1 ICS is standardized nationally and utilized by virtually
2 all first responders in the company's service territory, it
3 allows for effective and efficient coordination of response
4 to events between Tampa Electric and the first responders
5 of the communities the company serves.
6

7 **Q.** Please explain the function of ICS as it relates to Tampa
8 Electric's Disaster Preparedness and Recovery Plan?
9

10 **A.** ICS consists of five major functional areas: Command,
11 Operations, Planning, Logistics and Finance.
12

13 **Command (or Command Staff):** Where the event objectives,
14 strategies and priorities are set and overall
15 responsibility for the event resides. For small events,
16 the Incident Commander may be the only position staffed.
17 Other command level positions include Public Information
18 Officer (normally Corporate Communications), Safety and
19 representatives from other major groups (Environmental,
20 Energy Supply, Emergency Management - Business Continuity,
21 Customer Experience, Human Resources, etc.). The Incident
22 Commander has overall responsibility for managing the
23 incident.
24

25 **Operations:** Responsibility for developing and implementing

1 tactics to accomplish the event objectives (restore
2 service) lies within this area. Operations is led and
3 staffed by individuals with the greatest tactical expertise
4 in dealing with the problem at hand. Tactical response
5 resources (crews, equipment, material, etc.) are organized,
6 assigned and supervised by the Operations section.

7
8 **Planning:** Responsible for collecting, evaluating and
9 displaying event intelligence and information. Also
10 required to prepare and document Incident Action Plans,
11 tracking resources assigned to the event, maintaining event
12 documentation and developing plans for demobilization.

13
14 **Logistics:** Responsible for insuring that there are adequate
15 resources (personnel, supplies and equipment) for meeting
16 the event objectives. Logistics is responsible for all
17 services and support needs, including:

- 18 • Ordering, obtaining, maintaining and accounting for
19 essential personnel, equipment and material,
- 20 • Providing communication planning and resources,
- 21 • Setting up food services for responders,
- 22 • Setting up and maintaining event facilities (Incident
23 Bases, housing, etc.),
- 24 • Providing support transportation, and
- 25 • Providing medical services to event personnel

1 **Finance:** All event specific financial management is handled
2 within this area. Responsible for:

- 3 • Contract negotiation and monitoring,
- 4 • Timekeeping,
- 5 • Cost analysis,
- 6 • Compensation for injury or damage to property, and
- 7 • Documentation for reimbursement

8
9 **Q.** Does Tampa Electric periodically update its Disaster
10 Preparedness and Recovery Plan?

11
12 **A.** Yes, the company updates the plan on an annual basis.
13 Each year Tampa Electric's Corporate Emergency Management
14 revises the plan based on new improvements identified,
15 organizational changes or changes to personnel. In
16 particular, subsequent to Hurricane Irma and due to its
17 size and scale of required response, a detailed "lessons
18 learned" exercise was conducted throughout the company
19 and suggestions for improvements were gathered and most
20 have subsequently been implemented.

21
22 **Q.** What other steps does Tampa Electric take to prepare for
23 each storm season?

24
25 **A.** Tampa Electric regularly takes a number of steps each

1 year to prepare the company and team members for each
2 storm season including implementing the company's storm
3 hardening plan, mock storm exercises, communicating with
4 local, county, and state emergency response centers,
5 implementing the company's vegetation management plan,
6 increasing of inventory levels for T&D equipment that has
7 the potential to be damaged, and implementing new
8 technologies to make storm management and execution more
9 efficient.

10
11 **Q.** Would you provide some examples of things that the company
12 has done recently to improve its Disaster Preparedness
13 and Recovery Plan?

14
15 **A.** The company has several examples that have been done
16 recently to improve Tampa Electric's Disaster
17 Preparedness and Recovery Plan. The company has initiated
18 additional Fold Out Rigid Temporary Shelters ("FORTS") to
19 provide command center facilities at incident bases. Out
20 of the suggested improvements following Hurricane Irma,
21 most of these suggestions are within the Electric Delivery
22 Department with over 298 of 310 suggestions having been
23 already implemented into the company's Disaster
24 Preparedness and Recovery Plan. The remaining
25 improvements are still undergoing evaluation for

1 implementation and are being actively tracked. Tampa
2 Electric's Customer Experience Department has also
3 implemented lessons learned identified from Hurricane
4 Irma and is on schedule to complete many more prior to
5 the upcoming hurricane season. Tampa Electric's Support
6 Services Department also identified suggested
7 improvements and similar to the Electric Delivery and
8 Customer Experience Departments, continue to evaluate and
9 implement these suggestions where practical.

10
11 **Q.** How does Tampa Electric respond when a storm threatens
12 its service territory?

13
14 **A.** Initiation of storm response for Tampa Electric begins
15 with very close monitoring of weather forecasts. Tampa
16 Electric's Electric Delivery Emergency Manager provides
17 daily updates on weather forecasts throughout the year.
18 During the hurricane season, potential storms are
19 identified as early as ten or more days ahead of potential
20 impacts to the peninsular Florida and the company's
21 service area. Tampa Electric subscribes to a paid weather
22 forecasting service and also monitors the National
23 Weather Service. If the storm has the potential to
24 threaten Florida and the company's service area, the
25 Electric Delivery Incident Commander will initiate calls

1 with the Electric Delivery Operations team. Depending on
2 the storm's intensity and forecasted track and impacts,
3 at approximately the five to seven-day range, the Electric
4 Delivery Incident Commander will initiate full or partial
5 Electric Delivery Incident Command Structure along with
6 daily to twice daily calls using the established pre-
7 storm agenda. The primary focus is to engage the key
8 responsible process owners in the areas of Emergency
9 Management and Mutual Assistance, Safety, Environmental,
10 Customer Experience, Human Resources, Corporate
11 Communications, Energy Supply, Electric Delivery
12 Logistics Support, Transmission, Distribution and
13 Substation Operations, Transmission and Distribution
14 Control Center, Planning and Finance. Initial activities
15 are focused on weather forecasts and planning which
16 includes storm modeling and assessing the need for
17 restoration resources. If forecasts for impacts continue
18 to hold, all other areas of the company are quickly
19 activated to execute their responsibilities within the
20 plan. Depending on the size and potential impacts of the
21 storm, the Electric Delivery Incident Commander will
22 recommend to the Corporate Incident Commander, Tampa
23 Electric's Chief Executive Officer ("CEO"), whether
24 Corporate ICS should be initiated.

25

1 **Q.** Has Tampa Electric had previous opportunities to exercise
2 its Disaster Preparedness and Recovery Plan?
3

4 **A.** Yes. Tampa Electric has had several opportunities to
5 exercise the company's Disaster Preparedness and Recovery
6 Plan. The company exercised the plan at various levels
7 for all the storms that are the subject of this
8 proceeding. In addition, Tampa Electric exercises the
9 plan each year prior to the upcoming hurricane season by
10 conducting training, preparation and mock storm
11 exercises.
12

13 **Q.** Has Tampa Electric implemented improvements in its
14 Disaster Preparedness and Recovery Plan over time?
15

16 **A.** Yes. Just in the past year, Tampa Electric has
17 implemented numerous improvements in its Disaster
18 Preparedness and Recovery Plan as a result of the lessons
19 learned exercise that was conducted subsequent to
20 Hurricane Irma. Some examples of these include:
21 improvements to the manner in which we address the needs
22 of residential and small customers' escalation and
23 priority, implementation of a two-man troubleman role,
24 improvements to the wire-down processes, improvements to
25 the Estimated Time for Restoration ("ETR") process, an

1 improved outage map, identification of a list of
2 vehicle/equipment needs to run tasks, such as laundry,
3 pillow, sheets, cots, etc. for restoration crews.
4

5 **Q.** How does Tampa Electric ensure that its Disaster
6 Preparedness and Recovery Plan is consistently followed?
7

8 **A.** Tampa Electric ensures that the company's Disaster
9 Preparedness and Recovery Plan is consistently followed
10 through annual training and preparation and mock storm
11 exercises, as well as, having a well-defined Emergency
12 Management and Incident Response Plan where internal
13 resources understand and have been trained on their roles
14 and responsibilities. The plan is reviewed and updated
15 annually. Everyone that fills a role in the plan is
16 notified and trained. In most cases there are primary
17 personnel and backup personnel for each role within the
18 plan. All documentation on the plan is readily accessible
19 by all employees through the company's intranet.
20

21 **Q.** How does Tampa Electric assess its restoration work load
22 requirements?
23

24 **A.** Tampa Electric assesses its restoration work load
25 requirements for storm events through two primary

1 methods. The first is through storm modeling where the
2 specific attributes of the forecasted weather are
3 modelled based on a history of storm impacts from other
4 events. The modeling is specific to each one of the
5 company's service areas. Based on the projected number
6 of customer outages and the damage expected, the man-
7 hours necessary to repair the damage and restore power
8 are estimated and restoration targets are established.
9 Smaller storm events may have targets that range between
10 24 and 48 hours with sub-goals that no customers will be
11 out more than 24 hours. Restoration targets for larger
12 events may be driven by availability of external resources
13 and other practical limitations within logistics or
14 operations.

15
16 Once restoration targets are established, internal
17 resource availability of both field employees and native
18 contractors primarily in the areas of damage assessment,
19 line clearance and T&D line workers are assessed against
20 the needed manhours to complete the work. If the resource
21 requirement is greater than the internal availability,
22 then external resources will be acquired. Witness Young
23 provides additional information on the procurement of
24 external resources in her Revised Direct Testimony.

25

1 The second method for determining work load requirements
2 is through damage assessment. After the storm, damage
3 assessors are sent out to patrol feeders, gather damage
4 information and return that information to Tampa
5 Electric's Planning section. With that information and
6 information on actual outage counts from the company's
7 outage management system, adjustments can be made to the
8 resource requirement predictions from the modeling and a
9 more accurate Estimated Time of Restoration can be made.
10 For large storms the damage assessment process may require
11 24 to 48 hours before enough information is gathered and
12 assessed to make reasonable estimations on ETR's.
13 Restoration during this time period begins as soon as
14 winds recede and it is safe to initiate and continues
15 according to our prioritization process while damage
16 information is being gathered.

17 18 **III. Tropical Storm Erika**

19 **Q.** Please provide an overview of Tropical Storm Erika, Tampa
20 Electric's actions and response to the storm and how it
21 impacted Tampa Electric's service territory?

22
23 **A.** TS Erika formed on Monday, August 24, 2015 in the Atlantic
24 and was immediately classified as a TS. TS Erika moved
25 westward while being steered by the flow south of the

1 subtropical ridge. During this move westward, TS Erika
2 was in an environment that was conducive for some
3 strengthening. On Tuesday, August 25, 2015 wind shear
4 began affecting TS Erika along with dry mid-level air
5 which inhibited intensification. On Thursday, August 27,
6 2015 TS Erika passed near the northern tip of Guadeloupe
7 while slightly intensifying. On Friday, August 28, 2015
8 TS Erika passed south of the U.S. Virgin Islands and
9 Puerto Rico while experiencing wind shear which prevented
10 additional intensification. By mid-day the storm no
11 longer had a well-defined circulation and dissipated. The
12 remnants of TS Erika remained an area of low pressure
13 that reached Florida on Wednesday, September 2, 2015 and
14 moved into Southeastern Georgia before finally losing its
15 identity on Thursday, September 3, 2015.

16
17 On Friday, August 28, 2015 Governor Rick Scott declared
18 a state of emergency for the entire state of Florida ahead
19 of TS Erika. Also, on this day, Tampa Electric commenced
20 emergency operations preparation as the company's service
21 area was in the cone of TS Erika's potential landfall.
22 After shifting to emergency operations, Tampa Electric
23 requested Southeastern Electric Exchange ("SEE") and non-
24 SEE distribution and tree trim resources to travel and
25 arrive on Sunday, August 30, 2015 in preparation for the

1 restoration. As the forecasted storm track and intensity
2 changed, these foreign resources were released to return
3 home because Tampa Electric could perform the restoration
4 with the internal resources and native contractors. In
5 addition, Tampa Electric began making preparation for the
6 storm by securing the service area yards, materials, two
7 incident bases and coordinating restoration preparation
8 and response work schedules. On Monday, August 31, 2015
9 the weather service was still forecasting three to five
10 inches of rain and over 30 miles per hour ("mph") winds,
11 so additional distribution resources were brought in
12 early in preparation for the inclement weather.

13
14 The National Hurricane Center ("NHC") declared that TS
15 Erika dissipated near the north coast of eastern Cuba at
16 9:30 a.m. Eastern Daylight Time ("EDT") on Saturday,
17 August 29, 2015. It was at this time that hurricane
18 hunter data concluded that the form of this TS had
19 degenerated to a trough of low-pressure.

20
21 **IV. TROPICAL STORM COLIN**

22 **Q.** Please provide an overview of Tropical Storm Colin, Tampa
23 Electric's actions and response to the storm and how it
24 impacted Tampa Electric's service territory

25

1 **A.** TS Colin formed from a low-pressure area on Sunday, June
2 5, 2016 off the Gulf of Mexico near the northern coast of
3 the Yucatan Peninsula. TS Colin was forecasted to make
4 landfall on Monday, June 6, 2016 along Florida's Gulf
5 coast as a weak tropical storm. Even though TS Colin was
6 a minimal tropical storm, tropical storm warnings were
7 added late on June 5, 2016 that covered Altamaha Sound in
8 Georgia down to Sebastian Inlet on Florida's Atlantic
9 Coast. The NHC provided guidance late on June 5, 2016
10 that focused less on TS Colin's forecast track, which was
11 to the North, but rather on the potential strong winds,
12 heavy rain and coastal flooding, which were being
13 forecasted well to the east of the center of circulation.
14 The NHC posted flash flood watches, forecasted a storm
15 surge in Tampa Bay between one and two feet and the
16 possibility of isolated tornadoes in Florida. On Tuesday,
17 June 7, 2016 at 3:00 a.m., TS Colin made landfall near
18 Dekle Beach with the storm's maximum sustained winds of
19 50 mph. TS Colin continued a northeastward track, crossed
20 north Florida and southern Georgia and exited over the
21 Atlantic Ocean.

22
23 On Monday, June 6, 2016 Governor Rick Scott declared a
24 state of emergency for thirty-four counties in the state,
25 including most of Tampa Electric's service area

1 (Hillsborough and Pinellas Counties). Preliminary
2 weather service predictions of TS Colin's path indicated
3 it would cross the Florida Peninsula close to Tampa Bay
4 with tropical storm force winds of 40 to 50 mph with heavy
5 rain squalls. Tampa Electric's Energy Delivery
6 Department went into a soft activation on Friday, June 3,
7 2016 as the company monitored the storm. After shifting
8 to emergency operations, Tampa Electric requested non-SEE
9 distribution resources to travel and arrive on Sunday,
10 June 5, 2016 in preparation for the restoration
11 activities. In addition, Tampa Electric prepared for the
12 storm by securing the service area yards, materials and
13 a vehicle staging area and coordinating restoration
14 preparation and response work schedules. By Sunday, June
15 5, 2016 TS Colin's projected landfall was moved north to
16 Cedar Key with the worst weather south and east of the
17 center, which included Tampa Bay. On Sunday, June 5,
18 2016 Tampa Electric went to partial activation and then
19 the company made the decision to implement full activation
20 on Monday, June 6, 2016 to make the final storm
21 preparations. On Tuesday, June 7, 2016 the severe weather
22 was past Tampa Bay and the company's service area. On
23 Wednesday morning, June 8, 2016 non-SEE distribution
24 resources were released and the company discontinued
25 storm operations.

1 **V. HURRICANE HERMINE**

2 **Q.** Please provide an overview of Tropical Storm Hermine,
3 Tampa Electric's actions and response to the storm and
4 how it impacted Tampa Electric's service territory?

5
6 **A.** On Sunday, August 28, 2016 tropical depression nine was
7 moving westward as a tropical wave north of Cuba into the
8 Gulf of Mexico. On Wednesday, August 31, 2016 tropical
9 depression nine intensified into TS Hermine. TS Hermine
10 shifted from a westward track to a northeastward track in
11 the south-central Gulf of Mexico and intensified further
12 to become Hurricane Hermine just prior to making landfall
13 on Thursday, September 1, 2016. On Friday, September 2,
14 2016 at 3:00 a.m., Hurricane Hermine made landfall as a
15 Category 1 hurricane just east of St. Mark's Florida.
16 Hurricane Hermine quickly dissipated in strength becoming
17 TS Hermine by mid-morning. TS Hermine continued a
18 northeastward track, crossed North Florida, Georgia and
19 South Carolina and exited over the Atlantic Ocean.

20
21 On Wednesday, August 31, 2016 Governor Rick Scott declared
22 a state of emergency for forty-two counties in the state
23 covering Tampa Electric's entire service area
24 (Hillsborough, Pasco, Pinellas and Polk Counties) ahead
25 of what would become Hurricane Hermine. Preliminary

1 weather service predictions of TS Hermine's path were
2 projected to impact Tampa with a 60 percent chance of
3 development into a tropical cyclone. Preparation storm
4 calls for Tampa Electric' Energy Delivery department
5 began on Monday, August 22, 2016 with formal activation
6 for Tampa Electric on Thursday, August 25, 2016. After
7 shifting to emergency operations, Tampa Electric
8 requested SEE and non-SEE distribution, tree trim and
9 damage assessment to travel and arrive Sunday, August 28,
10 2016 in preparation for the restoration activities. In
11 addition, Tampa Electric resources were making
12 preparation for the storm by securing the service area
13 yards, materials, three incident bases and coordinating
14 restoration preparation and response work schedules. On
15 Friday, August 26, 2016 the weather service indicated the
16 system would slow down and not intensify as much as
17 previously predicted. The path was also revised
18 indicating land fall would be in the Panama City area.
19 However, heavy rain squalls were possible along the
20 western Florida Peninsula with projected rainfall amounts
21 of three to six inches with isolated total of seven to
22 ten inches possible based upon this new projected storm
23 track. Tampa Electric made the decision to release the
24 SEE resources, delay the arrival of the non-SEE resources
25 until the evening of Wednesday, August 31, 2016 and scale

1 back the number of incident bases to one. On Wednesday,
2 August 31, 2016 with the forecast changing to more of a
3 rain event for Tampa Electric and showing slightly
4 improved conditions for the Tampa Bay area, the company
5 began unwinding preparations while still preparing for a
6 storm with up to a possible 100,000 customers impacted.
7 Tampa Electric made the decision to retain non-SEE
8 resources for the night to ensure that adequate resources
9 were available for restoration pending a decision to
10 potentially release them in the morning. On Friday,
11 September 2, 2016 the Tampa Bay area was impacted by two
12 separate and significant rain bands from Hurricane
13 Hermine that produced strong winds and heavy rain.
14 Because of the outages caused by these two rain bands,
15 Tampa Electric secured additional crews to arrive
16 Saturday morning, September 3, 2016 to assist in
17 restoration efforts. With significant progress made
18 overnight Friday, Tampa Electric made the decision to
19 release these additional crews to enable these crews to
20 provide mutual assistance to the North Coastal Region of
21 Duke Energy Florida beginning Sunday, September 4, 2016.

22
23 **VI. HURRICANE MATTHEW**

24 **Q.** Please provide an overview of Tropical Storm Matthew,
25 Tampa Electric's actions and response to the storm and

1 how it impacted Tampa Electric's service territory?
2

3 **A.** Matthew developed into a tropical storm southeast of St.
4 Lucia on Wednesday, September 28, 2016. On Thursday,
5 September 29, 2016 TS Matthew grew in intensity into a
6 Category 1 hurricane northeast of Curacao and reached
7 Category 5 status on the following day. Hurricane Matthew
8 weakened slightly to a Category 4 hurricane as it made
9 its northward turn and made its first landfall over Haiti
10 on Tuesday, October 4, 2016. Hurricane Matthew then made
11 its second landfall over Cuba where it weakened to a
12 Category 3. Hurricane Matthew intensified again as it
13 moved offshore from Cuba and re-attained Category 4
14 status. Hurricane Matthew then headed to the Bahamas and
15 on Thursday, October 6, 2016 it made its third landfall
16 over Grand Bahama. Hurricane Matthew then moved northward
17 paralleling the coast of Florida on Thursday, October 6,
18 2016 and Friday, October 7, 2016.

19
20 On Monday, October 3, 2016 Governor Rick Scott declared
21 a state of emergency for the entire state ahead of
22 Hurricane Matthew. Although preliminary discussions had
23 been occurring in Tampa Electric's Electric Delivery
24 Department since Thursday, September 29, 2016 on
25 Wednesday, October 5, 2016 Tampa Electric commenced

1 emergency operations preparation as parts of the
2 company's service area were projected in the cone of
3 Hurricane Matthew's potential path. After shifting to
4 emergency operations, Tampa Electric evaluated the
5 potential storm impacts and resultant customer outages
6 and determined that neither SEE or non-SEE resources would
7 be required. However, the option was left open for Tampa
8 Electric to request outside resources in the event the
9 storm's path moved westward towards Tampa Electric's
10 service area. Tampa Electric began making preparation
11 for the storm by securing the service area yards,
12 materials and coordinating restoration preparation and
13 response work schedules. As the path of Hurricane Matthew
14 kept it just offshore of the east coast of Florida, the
15 customer outages in Tampa Electric's service area were
16 quickly restored during the day Friday, October 7, 2016.
17 With all customers restored, Tampa Electric provided
18 mutual assistance resources to other utilities impacted
19 by the storm.

20
21 **VII. HURRICANE IRMA**

22 **Q.** Please provide an overview of Hurricane Irma, Tampa
23 Electric's actions and response to the storm and how it
24 impacted Tampa Electric's service territory?
25

1 **A.** On Wednesday, August 30, 2017, the NHC upgraded Tropical
2 Disturbance 36 to TS Irma and predicted that it would
3 strengthen into a hurricane over the next two to three
4 days with a track that would take it near, if not into
5 Florida. The next day, Thursday, August 31, 2017, TS
6 Irma was upgraded to a hurricane and predicted to pass
7 close to the Northeast Caribbean islands as a major
8 Category 4 hurricane. In subsequent advisories, the
9 uncertainty of Hurricane Irma's track put the entire
10 Caribbean and east coast of the United States on alert.
11 The entire peninsula of Florida was included in the cone
12 of uncertainty. Hurricane Irma traveled as far west as
13 Cuba before turning north and making its first landfall
14 east of Key West as a Category 4 hurricane, then a second
15 landfall near Marco Island as a Category 3 hurricane on
16 Sunday, September 10, 2017.

17
18 Hurricane Irma then traveled inland up the west coast of
19 Florida, crossing Tampa Electric's service area at an
20 angle along the Hillsborough and Polk County lines early
21 Monday morning, September 11, 2017. While significantly
22 weakened at this point, Hurricane Irma still had
23 significant strength that impacted Tampa Electric's
24 service area. Hurricane Irma continued to travel in a
25 northerly direction up the state, continuing to weaken to

1 a tropical storm and then a remnant low by Monday evening.

2
3 On Monday, September 4, 2017, Governor Rick Scott declared
4 a state of emergency for the entire state. Over the Labor
5 Day Weekend, Tampa Electric had already begun holding
6 calls to discuss the storm and start initiating
7 preparatory actions. On Tuesday, September 5, 2017, Tampa
8 Electric began securing additional crews to support
9 possible restoration efforts and started internal
10 preparations for the storm. On Wednesday, September 6,
11 2017, Tampa Electric's Energy Delivery department and the
12 entire corporation went into full emergency operations.
13 Planning efforts centered around a Category 3 hurricane
14 impacting Tampa Electric's service area. For the rest of
15 the week, as the forecasted track for Hurricane Irma
16 became less and less favorable, Tampa Electric worked to
17 prepare for the effects of the storm by securing
18 additional materials, resources and services in
19 anticipation of a major restoration effort. Preparations
20 included the possible opening of all seven Distribution
21 and one Transmission Incident Bases.

22
23 While some outside resources were requested to arrive over
24 the weekend, with the projected path of the storm taking
25 it up the entire peninsula, the majority of the crews

1 were requested to report on Tuesday, September 12, 2017.
2 Preparations were complicated as the area was dealing with
3 fuel and bottled water shortages resulting from Hurricane
4 Harvey. Residents, anticipating similar impacts to those
5 of Hurricane Harvey in Texas, heeded the warnings of
6 Governor Scott and stocked up on supplies and/or
7 evacuated. Transportation of materials and resources,
8 along with the securing of housing for outside resources,
9 was slowed by evacuation traffic.

10
11 After Hurricane Irma cleared Tampa Electric's service
12 area, restoration mode began the morning of Monday,
13 September 11, 2017. By Tuesday, September 12, 2017, the
14 first Incident Base was opened, with three more set to
15 open the next day. Ultimately, we opened a total of six
16 Incident Bases. With the entire company working in
17 restoration mode (activated into storm roles and working
18 extended days) and the assistance of over 3,400 outside
19 resources, restoration proceeded quickly and efficiently.
20 Numerous unforeseen issues such as the possible closure
21 of Interstate 75 and shortages of fuel in the state were
22 dealt with and solutions/workarounds were put into place.

23
24 As the company made progress with our restoration efforts,
25 the global ETR that Tampa Electric initially established

1 for Sunday, September 17, 2017, became likely. Due to
2 our restoration progress, on Thursday, September 14,
3 2017, the company began the process to return to normal
4 operations.

5
6 On Friday, September 15, 2017, Tampa Electric released
7 almost 400 outside resources to travel south to assist
8 Florida Power and Light ("FPL") with their restoration
9 efforts.

10
11 On Saturday, September 16, 2017, 96 percent of impacted
12 customers had been restored and an additional 200 outside
13 resources were released to FPL to assist with their
14 restoration efforts.

15
16 By Sunday, September 17, 2017, 99 percent of impacted
17 customers had been restored and the process to shift to
18 normal operation continued. Over 2,300 outside resources
19 were released to both FPL and Duke Energy Florida ("DEF")
20 to assist their restoration efforts, leaving several
21 hundred onsite to assist in final restoration efforts at
22 Tampa Electric.

23
24 On Monday, September 18, 2017, all remaining outside crews
25 at Tampa Electric were released, Incident Bases shut down

1 and Tampa Electric resumed normal business except for
2 wrapping up any remaining emergency operations.

3
4 **Q.** Did Hurricane Irma present unique challenges to Tampa
5 Electric?

6
7 **A.** Yes. The size, unpredictability, closeness in time to
8 Hurricane Harvey and amount of statewide and regional
9 damage from Hurricane Irma presented new and unique
10 challenges to all of the electric utilities in peninsular
11 Florida, including Tampa Electric.

12
13 **Q.** Can you describe, in practical terms, how big Hurricane
14 Irma was to Tampa Electric?

15
16 **A.** Yes. At one time or another, approximately 425,000 of
17 our customers experienced some loss of electric service
18 due to Hurricane Irma. Most of the damage was the result
19 of wind, which caused trees, beyond our utility rights-
20 of-way and clearing areas, to fall on power lines, tearing
21 conductors down and damaging some poles. The company
22 received over 1,400 "wire down" reports. As a result of
23 years of storm hardening efforts, fewer poles failed as
24 a result of trees or wind, significantly aiding the speed
25 or restoration.

1 We can also measure Hurricane Irma in terms of the resources
2 we used to restore service to our customers. All Tampa
3 Electric employees from our TECO Energy family were
4 directly involved in supporting storm restoration
5 activities. Our lineman and native contract crews worked
6 long hours making repairs and supervising foreign crews.
7 Employees from our corporate office and business offices
8 worked in our operations centers directing traffic, helping
9 with meals and laundry, providing water, ordering,
10 obtaining, maintaining and accounting for essential
11 personnel, equipment and material, managing lodging,
12 assisting at incident bases and provide support
13 transportation.

14
15 As a result of these efforts, we were able to restore
16 service to virtually all of our customers within six days
17 of beginning restoration. I am very proud of our
18 employees and the crews who helped us and am grateful for
19 their dedicated service during a real emergency.

20
21 **Q.** What challenges did the size and unpredictability of
22 Hurricane Irma present to Tampa Electric?

23
24 **A.** Hurricane Irma was a massive storm, both in size and
25 strength. It threatened or impacted virtually all of

1 peninsular Florida and created an unprecedented
2 competition for restoration resources between electric
3 utilities in Florida and Georgia. Although each named
4 tropical storm is unique, most of the storms affecting
5 the company's service territory in the past were smaller
6 and impacted smaller geographical areas. Because storm
7 tracks always have some level of uncertainty, Florida
8 utilities tend to secure outside resources in
9 preparation, however, once the impact is known, less
10 affected utilities are quick to release unnecessary
11 resource to assist others.

12
13 With Hurricane Irma, the forecasted track changed so much,
14 and the size and forecasted strength of the storm were so
15 large that all of the utilities in peninsular Florida
16 felt a need to secure as many foreign resources as
17 possible. As a result, the resources usually available
18 to Tampa Electric through the Southeastern Electric
19 Exchange ("SEE") quickly became exhausted and the company
20 was forced to look beyond the southeastern United States
21 to secure restoration assistance. Consequently, the
22 company ended up using contractors and other utilities
23 from as far away as Canada and Colorado and was fortunate
24 enough to secure first rights to restoration assistance
25 from its affiliate companies.

1 **Q.** How did the use of contractors from out of state and
2 beyond the southeast impact the storm restoration for
3 Hurricane Irma?
4

5 **A.** The use of contractors secured from beyond the southeast
6 was critical to the timeliness of the restoration from
7 Hurricane Irma in order to meet expectations of our
8 customers. With roughly 60,000 external resources
9 entering the state of Florida to assist utilities, Tampa
10 Electric was able to increase the size of its native field
11 workforce by over five times. Without these resources,
12 the time required for restoration would have been
13 significantly extended.
14

15 **Q.** How else did the size and unpredictability of Hurricane
16 Irma affect the company's restoration efforts?
17

18 **A.** These two factors also impacted the way the company staged
19 foreign resources. When faced with a small tropical storm
20 with a more certain track, it is usually possible to move
21 foreign resources into Florida, but safely out of harm's
22 way, where they can wait for the storm to clear, be closer
23 to damaged areas and arrive on scene and ready to work
24 with less delay. With Hurricane Irma, the frequently
25 changing forecasted track, size and intensity of the

1 storm, together with safety considerations, caused us to
2 ask many of our foreign crews to stage in Georgia until
3 the storm cleared. After the storm passed, millions of
4 evacuees competed with foreign crews for entry into
5 Florida. Traffic issues created long delays for arrival
6 of crews and significant challenges in finding hotel
7 rooms.

8
9 **Q.** Did the company work with state and local officials on
10 logistical and other restoration issues?

11
12 **A.** Yes. Members of Tampa Electric's team worked closely
13 with local emergency management official and in the State
14 Emergency Operations Center to share important
15 information and to coordinate work and resources. The
16 opportunity to work shoulder-to-shoulder with state and
17 local officials on storm restoration is extremely
18 valuable, because it facilitates information sharing and
19 helps identify and eliminate potential obstacles to safe
20 and prompt storm restoration. It also serves to remind
21 us that public officials at all levels are intensely
22 interested - as we are - in the prompt restoration of
23 utility service after a storm. I personally participated
24 on daily calls hosted by the Governor to coordinate the
25 elimination of many types of impediments and assistance

1 with resource needs for all utilities in Florida.

2

3 **Q.** Do you have specific examples of how the competition for
4 outside resources affected Tampa Electric's resource
5 decisions?

6

7 **A.** Because external resources were in extremely high demand,
8 the company was required to acquire resources from as far
9 away as eastern Canada, the northeast, the upper mid-
10 west, and as far west as the Rocky Mountains in order to
11 attempt to fulfill its resource requirements. Given the
12 practical nature of travel time, we determined that
13 resources further than those would not result in an
14 efficient restoration.

15

16 **Q.** How did Hurricane Harvey impact the company's efforts to
17 secure outside restoration resources?

18

19 **A.** Large utilities in Texas were severely impacted by
20 Hurricane Harvey. They had acquired foreign resources
21 from across the country for assistance in their
22 restoration. Those utilities were not able to support
23 the Florida restoration efforts since they had still had
24 much work to do and the foreign contractors that had been
25 working in Texas were fatigued from working long hours to

1 restore power during Hurricane Harvey. This placed an
2 additional strain on the supply of foreign resources
3 available for Hurricane Irma.
4

5 **Q.** How did the amount of damage from Hurricane Irma make it
6 unique?
7

8 **A.** For Tampa Electric, Hurricane Irma was a record setting
9 storm in many ways. It caused more damage to our system
10 than any other storm in our company's modern history. We
11 also hired more contractors and spent more money than for
12 any other storm. Nevertheless, the company was able to
13 fully restore service to all of it affected customers
14 within six days after the storm passed.
15

16 Hurricane Irma was also "record breaking" in the way it
17 tested our storm restoration processes and procedures and
18 abilities to manage resources to achieve a great result
19 for our customers. Tampa Electric's native vendors who
20 were already under contract with us to perform routine
21 T&D maintenance, were immediately available to help on
22 storm restoration. Beyond our internal resources and
23 native crews, the company needed significant additional
24 support for this restoration effort. The company hired
25 and managed foreign line crews, foreign line clearing,

1 foreign damage assessors, in addition to call center
2 vendors. It was by far the largest tropical storm
3 restoration effort ever undertaken by the company and
4 exposed some areas where we could improve our processes
5 and procedures.

6
7 **Q.** Has the company updated its Storm Restoration processes
8 and procedures based on lessons learned from Hurricane
9 Irma?

10
11 **A.** Yes. We update our processes and procedures after every
12 storm, because we believe there is always room for
13 improvement and always strive to perform better and more
14 efficiently. Our "lessons learned" and areas for
15 improvement from Hurricane Irma specific to the
16 determination of appropriate restoration costs fit in
17 four general categories as follows: (1) establishing
18 invoicing and payment expectations with vendors, (2) day-
19 to-day management of foreign crews, (3) use of accounting
20 resources collecting documentation daily and (4)
21 improving the manner in which we review and approve vendor
22 invoices after service has been restored and everyone is
23 back to their normal responsibilities. The details
24 associated with the first two areas are discussed further
25 in the Revised Direct Testimony of Witness Young. The

1 last two are discussed further in the Revised Direct
2 Testimony of Witness Chronister.

3
4 **Q.** How would you like the Commission and others to view the
5 supplemental review conducted by the company?

6
7 **A.** I would like the Commission and others to view our
8 supplemental review and the resulting reduction to our
9 requested cost recovery amount as part of our continuous
10 improvement effort. In many cases, we had not documented
11 our review work adequately or presented it in a way that
12 it could be easily reviewed, but the extensive and
13 thorough review of every charge on every invoice
14 identified items that should not have been included in
15 our Amended Petition, filed January 30, 2019.

16
17 In retrospect, our management team did not commit the
18 right number of people with the right skills to our
19 initial invoice review and approval process. The foreign
20 crews that assisted us came immediately when called,
21 worked hard and helped us achieve a great result for our
22 customers. We in turn, felt an urgency to pay them
23 promptly for their assistance. In our initial review we
24 missed things but have learned from the experience and
25 have improved our processes for future events.

1 I also think, we all should keep the end goal in mind as
2 we assess the performance and billing practices of the
3 vendors who helped us. Each of the utilities that
4 assisted us did so as part of a national mutual assistance
5 network with impacts to the day-to-day work they have
6 committed to completing for their own customer base. Each
7 of our vendors who supplied foreign crew resources and
8 came to our assistance did so in spite of other
9 opportunities to work elsewhere.

10
11 Although a few of them may view storm restoration services
12 as a primary business line, most of them have not built
13 recurring business procedures and controls around
14 providing storm restoration assistance. They helped us
15 in a spirit of service and with hopes that Tampa Electric
16 and other Florida utilities will return the favor if a
17 storm causes damage to their systems. I am confident
18 that the vast majority of our storm restoration partners
19 will not object to reasonable new expectations, billing
20 procedures and operating guidelines, but we should take
21 care to ensure that our responses to Hurricane Irma and
22 our supplemental review do not have the unintended
23 consequence of deterring foreign crews from helping us
24 and other Florida utilities when we need storm restoration
25 help in the future.

1 **VIII. TAMPA ELECTRIC'S RESTORATION COSTS**

2 **Q.** What were the final recoverable restoration costs
3 incurred by Tampa Electric in connection with each of the
4 named storms you have described?

5
6 **A.** Tampa Electric incurred prudent recoverable restoration
7 costs by the aforementioned five named tropical storms in
8 the amount of \$97,401,348 which excludes any interest
9 provision on the storm balance that exceeded the company's
10 Storm Reserve or regulatory assessment fees. These final
11 recoverable restoration costs are reflected in my Exhibit
12 No. ____ (GRC-1), Document No. 1 entitled "Tampa
13 Electric's Final Recoverable Restoration Costs", which
14 provides a breakdown of the restoration costs incurred by
15 storm, function and detailed category.

16
17 **Q.** Did Tampa Electric incur any restoration costs which were
18 not included in the recoverable restoration costs, and if
19 so, what was that amount that was not recoverable in
20 connection with the five named tropical storms you have
21 described?

22
23 **A.** Yes, Tampa Electric did incur restoration costs which it
24 is not seeking to recover from customers. These costs
25 associated with the five named tropical storms were

1 \$12,016,878. These restoration costs are reflected in
2 Witness Chronister's Exhibit No. ____ (JSC-1), Document
3 No. 1, titled "Tampa Electric's Storm Restoration Cost
4 Summary", which provides a breakdown of the recoverable
5 and non-reserve restoration costs incurred by function.
6 I believe these costs are reasonable on an overall basis.
7 In addition, there were travel costs, lodging and meals,
8 by the foreign resources that upon review were reasonable
9 but were removed from the storm reserve due to inadequate
10 documentation.

11
12 **Q.** Please explain why the total recoverable restoration
13 costs that Tampa Electric is seeking for recovery in this
14 proceeding has decreased from what was submitted in its
15 original Direct testimony, filed on May 21, 2018?

16
17 **A.** The final recoverable restoration costs decreased from
18 the amounts in our May 21, 2018 Direct Testimony, as a
19 result of our supplemental review of foreign crew
20 invoices.

21
22 **IX. EVALUATING TAMPA ELECTRIC'S RESTORATION RESPONSE**

23 **Q.** Would you consider Tampa Electric's restoration plan and
24 its execution for these five named tropical storms in
25 this proceeding to be effective?

1 **A.** Yes. I am confident that the execution of Tampa
2 Electric's Disaster Preparedness and Recovery Plan
3 resulted in a response that was very effective in
4 performing restoration in each of the five named tropical
5 storms.

6
7 **Q.** What key factors contributed to the effectiveness of Tampa
8 Electric's restoration plan and execution for the five
9 named tropical storms in this proceeding?

10
11 **A.** There were a number of key factors that contributed to
12 the effectiveness of Tampa Electric's restoration plan
13 and execution for the five named tropical storms in this
14 proceeding. Each storm is a learning experience and after
15 each storm, in addition to the annual plan review process,
16 learnings from the storm are incorporated into the plan.
17 Employees are trained in their storm roles and many
18 employees are experienced leaders with critical storm
19 roles that were in their current or other storm roles
20 during the hurricanes of 2004 and 2005. Annual mock storm
21 exercises are critical to preparation for storm season.
22 Expanded access to external resources for large events
23 through mutual aid groups, contractor networks, and
24 affiliate companies also are important to accomplishing
25 restoration activities as efficiently, and timely as

1 practical. Additionally, clear and frequent
2 communication with the various external stakeholders
3 through multiple channels has become nearly, if not as
4 important as the restoration work itself. Intensive
5 efforts for communications with customers and other key
6 external groups was an important key to the company's
7 success. Finally, the establishment of an ETR was
8 critical.

9
10 **Q.** Please provide a few examples of key restoration
11 plans/process enhancements that Tampa Electric has
12 implemented recently?

13
14 **A.** As I mentioned, Tampa Electric has a process to gain
15 lessons learned from performing restoration, conducting
16 mock storm exercises or through the sharing of best
17 practices with other utilities during mutual assistance.
18 Some of the recent lessons learned examples identified
19 following Tampa Electric's debrief of Hurricane Irma that
20 the company has implemented that will benefit the
21 restoration process from the impacts of future storms
22 include: Expanding the number of incident base locations
23 in the event of a larger category storm with a larger
24 number of outside resources required, the use of diesel
25 forklifts instead of propane to keep uniformity of fuel

1 at incident bases, obtaining rental vehicles five to ten
2 days in advance of storm to ensure sufficient
3 transportation available, implementation of a new outage
4 map with more granularity and align hours of operation
5 for Logistics Support Unit with crew's work schedule.
6

7 **Q.** What are your conclusions regarding Tampa Electric's
8 restoration efforts with respect to the five named
9 tropical storms the company encountered in 2015, 2016 and
10 2017?
11

12 **A.** My conclusion is that Tampa Electric's Disaster
13 Preparedness and Recovery Plan and response was effective
14 and efficient in the restoring power after these five
15 named tropical storms. Hurricane Irma, being the largest
16 of the five and the largest to hit Tampa Electric's
17 service territory, was a particularly good test of
18 implementation of the Plan. From that event, Tampa
19 Electric will be able to make further improvements to
20 make future events even more efficient.
21

22 **Q.** Does this conclude your revised direct testimony?
23

24 **A.** Yes.
25

REVISED EXHIBIT

OF

GERARD R. CHASSE

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Tampa Electric's Recoverable Costs by Storm, Function and Cost Element
(In \$ Thousands)

Erika

	Total Storm Restoration				
	<u>Recoverable Costs</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Other</u>	<u>Generation</u>
Labor	63	63	0	0	0
Outside Services - Line Clearance	78	78	0	0	0
Outside Services - Services Expense	534	534	0	0	0
Materials & Supplies Expense	0	0	0	0	0
Employee Expense	24	24	0	0	0
Total	699	699	0	0	0

Colin

	Total Storm Restoration				
	<u>Recoverable Costs</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Other</u>	<u>Generation</u>
Labor	641	621	19	2	0
Outside Services - Line Clearance	128	128	0	0	0
Outside Services - Services Expense	1,613	1,609	4	0	0
Materials & Supplies Expense	8	8	0	0	0
M&S Inventory Issue	0	0	0	0	0
Employee Expense	133	132	1	0	0
Total	2,523	2,498	23	2	0

Hermine

	Total Storm Restoration				
	<u>Recoverable Costs</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Other</u>	<u>Generation</u>
Labor	855	814	24	17	0
Outside Services - Line Clearance	333	333	0	0	0
Outside Services - Services Expense	3,827	3,774	0	53	0
Materials & Supplies Expense	42	11	0	31	0
M&S Inventory Issue	4	4	0	0	0
Other Operating Expense	33	33	0	0	0
Employee Expense	192	169	0	22	0
Rent Expense	16	16	0	0	0
Total	5,302	5,155	24	123	0

Matthew

	Total Storm Restoration				
	<u>Recoverable Costs</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Other</u>	<u>Generation</u>
Labor	205	191	3	10	0
Outside Services - Line Clearance	180	180	0	0	0
Outside Services - Services Expense	603	573	29	1	0
Materials & Supplies Expense	2	2	0	0	0
M&S Inventory Issue	3	3	0	0	0
Employee Expense	12	12	0	0	0
Total	1,006	963	32	11	0

Irma

	Total Storm Restoration				
	<u>Recoverable Costs</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Other</u>	<u>Generation</u>
Labor	8,713	7,306	228	776	404
Outside Services - Line Clearance	6,409	6,409	0	0	0
Outside Services - Services Expense	66,060	64,334	1	785	940
Materials & Supplies Expense	982	817	0	0	165
M&S Inventory Issue	1,094	1,091	0	0	2
Other Operating Expense	72	69	0	0	4
Employee Expense	4,530	4,450	0	79	0
Rent Expense	11	11	0	0	0
Total	87,871	84,486	230	1,639	1,516

TOTAL

	Total Storm Restoration				
	<u>Recoverable Costs</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Other</u>	<u>Generation</u>
Labor	10,478	8,996	274	804	404
Outside Services - Line Clearance	7,127	7,127	0	0	0
Outside Services - Services Expense	72,637	70,824	34	838	940
Materials & Supplies Expense	1,034	838	0	31	165
M&S Inventory Issue	1,102	1,099	0	0	2
Other Operating Expense	105	101	0	0	4
Employee Expense	4,891	4,788	1	102	0
Rent Expense	27	27	0	0	0
Total	97,401	93,801	310	1,775	1,516



BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 20170271-EI

IN RE: PETITION FOR RECOVERY OF COSTS
ASSOCIATED WITH NAMED TROPICAL SYSTEMS
DURING THE 2015, 2016, AND 2017 HURRICANE
SEASONS AND REPLENISHMENT OF STORM RESERVE
SUBJECT TO FINAL TRUE-UP, TAMPA ELECTRIC
COMPANY.

REVISED PREPARED DIRECT TESTIMONY
AND REVISED EXHIBIT
OF
JEFFREY S. CHRONISTER

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **REVISED PREPARED DIRECT TESTIMONY**

3 **OF**

4 **JEFFREY S. CHRONISTER**

5
6 **Q.** Please state your name, address, occupation and employer.

7
8 **A.** My name is Jeffrey S Chronister. My business address is
9 702 North Franklin Street, Tampa, Florida 33602. I am
10 employed by Tampa Electric Company ("Tampa Electric" or
11 "the company") as Vice President Finance and Controller,
12 Tampa Electric.

13
14 **Q.** Please describe your duties and responsibilities in that
15 position?

16
17 **A.** I am responsible for maintaining the financial books and
18 records of the company and for the determination and
19 implementation of accounting policies and practices for
20 Tampa Electric. I am also responsible for budgeting
21 activities within the company.

22
23 **Q.** Please provide a brief outline of your educational
24 background and business experience.

25

1 **A.** I graduated from Stetson University in 1982 with a
2 Bachelor of Business Administration degree in Accounting.
3 Upon graduation I joined Coopers & Lybrand, an independent
4 public accounting firm, where I worked for four years
5 before joining the company in 1986. I started in Tampa
6 Electric's Accounting department, moved to TECO Energy's
7 Internal Audit department in 1987, and returned to the
8 Accounting department in 1991. I am a Certified Public
9 Accountant in the State of Florida and I am a member of
10 both the American Institute of Certified Public
11 Accountants ("AICPA") and the Florida Institute of
12 Certified Public Accountants ("FICPA"). I have served as
13 Controller of Tampa Electric since July 2009, and in my
14 current position since July 2018.

15
16 **Q.** Have you previously testified before the Florida Public
17 Service Commission ("Commission")?
18

19 **A.** Yes, I have testified or filed testimony before this
20 Commission in several dockets. Most recently, I testified
21 for Tampa Electric in Docket No. 20130040-EI, which was
22 Tampa Electric's last base rate proceeding. The testimony
23 in that case included the same topics I testify to in this
24 case. I also filed testimony in Docket No. 20080317-EI,
25 Tampa Electric Company's Petition for An Increase in Base

1 Rates and Miscellaneous Service Charges, Docket No.
2 19960007-EI, Tampa Electric's Environmental Cost Recovery
3 Clause, and Docket No. 19960688-EI, Tampa Electric's
4 environmental compliance activities for purposes of cost
5 recovery.

6
7 **Q.** What is the purpose of your revised direct testimony in
8 this proceeding?

9
10 **A.** The purpose of my Revised Direct Testimony is to support
11 the company's calculation of the costs incurred by Tampa
12 Electric during the 2015, 2016 and 2017 storm seasons in
13 connection with the five named tropical storms: Tropical
14 Storm ("TS") Erika, TS Colin, Hurricane Hermine,
15 Hurricane Matthew and Hurricane Irma. I will explain how
16 the company's request for storm cost recovery in this
17 docket was calculated and has evolved, how the results of
18 the company's tax savings proceeding relates to this
19 proceeding, and the additional accounting and review
20 process changes the company will implement for future
21 storm restoration activities. My Revised Direct
22 Testimony supports the cost recovery request in this
23 proceeding and demonstrates that despite what the company
24 initially thought was an adequate review, the company
25 recognized that a supplemental review was needed. My

1 Revised Direct Testimony will show that the accounting
2 for the five named tropical storms in this proceeding was
3 performed in accordance with the Incremental Cost and
4 Capitalization Approach ("ICCA") methodology required
5 under Rule 25-6.0143, Florida Administrative Code ("Use
6 of Accumulated Provision Accounts" or "Storm Cost Rule").
7

8 **Q.** Would you please provide a summary of your revised direct
9 testimony?
10

11 **A.** The total amount for which the company seeks cost recovery
12 in this proceeding is \$98,982,984, which represents the
13 company's total recoverable storm costs, plus interest
14 through May 2019 and regulatory assessment fees. The total
15 amount of storm costs for which the company seeks recovery
16 in this proceeding, without interest and regulatory
17 assessment fees, is \$97,401,348. This amount will fully
18 deplete and exceed the \$55,860,642 October 31, 2013 pre-
19 storm balance in the company's reserve account.
20

21 Approximately \$79.8 million of the total recoverable storm
22 costs represents costs paid to foreign and native crews and
23 outside service contractors who helped restore our electric
24 system, \$132 thousand was attributable to other third-party
25 costs and \$17.5 million represents Tampa Electric's

1 incremental internal costs for the five named tropical
2 storms. The \$77.9 million of the external system
3 restoration costs related to foreign and native crews were
4 subjected to the supplemental review described in the
5 Prepared Direct Testimony of Tampa Electric's Witness,
6 Sarah L. Djak. The remainder of the costs were compiled
7 with Tampa Electric's long-standing accounting control
8 processes and procedures.

9
10 The company applied the ICCA methodology found in the Storm
11 Cost Rule to each storm cost type to determine the amount
12 recoverable from Tampa Electric's customers. Document 3 of
13 my Exhibit No. ____ (JSC-1), entitled "Tampa Electric's
14 Revised Recoverable Restoration Costs by Cost Type"
15 includes a detail of the five named tropical storm's
16 recoverable costs by cost type.

17
18 **Q.** Did you prepare any other exhibits that support your Revised
19 Direct Testimony?

20
21 **A.** Yes. I have nine documents within Exhibit No. ____ (JSC-1)
22 that support my Revised Direct Testimony that were prepared
23 under my direction and supervision. These nine Documents
24 provide detail for the total recoverable and non-
25 recoverable costs that were incurred by Tampa Electric in

1 performing restoration for the five named tropical storms.

2

3 Document No. 1: Tampa Electric's Storm Revised
4 Restoration Cost Summary

5 Document No. 2: Tampa Electric's Revised Recoverable
6 Restoration Costs by Cost Element

7 Document No. 3: Tampa Electric's Revised Recoverable
8 Restoration Costs by Cost Type

9 Document No. 4: Tampa Electric's Revised Recoverable
10 Restoration Costs by Function

11 Document No. 5: Tampa Electric's Revised Storm
12 Restoration Costs by Function

13 Document No. 6: Tampa Electric's Revised Storm Reserve
14 Balance History

15 Document No. 7: Tampa Electric's Associated Revised
16 Interest Expense for Restoration Costs
17 Exceeding the Company's Reserve

18 Document No. 8: Tampa Electric's Revised Actual
19 Incremental Storm Costs 2015 through
20 2017

21 Document No. 9: Tampa Electric's Summary of Changes to
22 Storm Cost Recovery Request

23

24 **Q.** What is the total storm restoration cost incurred by Tampa
25 Electric for the five named tropical storms?

1 **A.** Tampa Electric incurred a total of \$109,418,226 of storm
2 restoration costs, as reflected in Document No. 1 of my
3 Exhibit No. ___ (JSC-1). This includes \$9,113,445 of
4 capital and \$2,903,434 of operations and maintenance
5 expense ("O&M") costs the company is not seeking to recover
6 through this proceeding.

7
8 **Q.** What are the storm costs Tampa Electric is seeking to
9 recover from each of the five named tropical storms?

10
11 **A.** Tampa Electric is seeking to recover a total of \$98,982,984
12 for prudently incurred storm restoration costs. This total
13 recoverable cost is developed from the five named tropical
14 storms as follows: \$698,932 from TS Erika; \$2,523,370 from
15 TS Colin; \$5,301,877 from Hurricane Hermine; \$1,005,845
16 from Hurricane Matthew; \$87,871,323 from Hurricane Irma;
17 \$1,510,420 for the interest expenses through May 31, 2019
18 associated with the restoration costs that exceeded the
19 company's storm reserve; and \$71,217 for Regulatory
20 Assessment Fees which are detailed in Document Nos. 1
21 through 5 and Document No. 8 of my Exhibit No. ___ (JSC-1).
22 These costs were updated from Tampa Electric's 2017 Amended
23 Petition, Exhibit D, page 2 of 2, filed on January 30, 2018.

24
25 **Q.** Were any of these numbers above adjusted from what was filed

1 in Tampa Electric's initial or Amended Petition in this
2 proceeding?

3
4 **A.** Yes. The numbers included in the company's initial
5 Petition, filed December 28, 2017, were based on the
6 estimates we had for Hurricane Irma at the time of the
7 filing. Those estimates were updated during our 2017 year-
8 end closing process and the updated estimates were included
9 in our Amended Petition, filed on January 30, 2018. We
10 updated the amounts in our Amended Petition when we filed
11 our initial Direct Testimony on May 21, 2018 to reflect our
12 receipt of final invoices for Hurricane Irma. As a result
13 of our supplemental review of outside vendor system
14 restoration costs, we have further updated our request for
15 cost recovery. The revised request amount for cost recovery
16 is reflected in our Second Amended Petition, dated February
17 8, 2019, and in the Revised Direct Testimony, also filed on
18 that date.

19
20 **Q.** As a result of the supplemental review of outside vendor
21 invoices, by what amount has the company reduced its request
22 for storm cost recovery relative to the amount included in
23 its May 21, 2018 filing?

24
25 **A.** That amount is \$2,274,336 which is detailed in Document No.

1 9 of my Exhibit No. ____ (JSC-1). Different aspects of the
2 supplemental review (the reasons for, the approach used and
3 the results) are discussed by the company's other three
4 witnesses. I am comfortable that the amount of the
5 reduction in this answer is appropriate.
6

7 **Q.** Is Tampa Electric aware of any other adjustments that need
8 to be made?
9

10 **A.** No.
11

12 **Q.** As a result of Hurricane Irma and the supplemental review,
13 what additional accounting and review process changes will
14 the company implement for future storm restoration
15 activities?
16

17 **A.** During Hurricane Irma, approximately 25 members of the
18 company's accounting department had storm roles which
19 deployed them into the field to assist with restoration
20 activities. In most cases, they performed non-accounting
21 functions that assisted incident bases and other electric
22 delivery restoration support functions. While these storm
23 roles are important, the company in the future will deploy
24 more of its accounting team members into the field in roles
25 where they can use their accounting skills and background

1 to assist our operating personnel by improving record
2 keeping; capturing, organizing and maintaining
3 documentation; and by memorializing decisions made on a
4 real-time basis.

5
6 In addition, we plan to implement the following additional
7 specific accounting and review features to the future storm
8 restoration activities:

- 9 • We will assign accounting personnel in the field
10 during storm preparations, restoration and conclusion.
- 11 • Accounting personnel will provide, real-time
12 involvement in requesting, organizing, validating and
13 retaining documentation.
- 14 • We will assign additional accounting personnel to cost
15 estimation teams.
- 16 • We will assign additional accounting personnel to
17 invoice review and approval process.
- 18 • We will execute procedures for requesting timely
19 invoices, completing research and documentation steps
20 and holding payment until all validation is complete.

21
22 **Q.** Did Tampa Electric notify the Commission, in any of the
23 five named tropical storms, that the restoration costs were
24 expected to exceed \$10 million?

25

1 **A.** Yes. In accordance to Rule 25-6.0143, F.A.C., the company
2 notified the Commission on September 13, 2017 that the
3 storm-related damages for Hurricane Irma were expected to
4 exceed \$10 million. The four other named tropical storms
5 were never estimated to exceed \$10 million.

6
7 **Q.** What operational internal controls and procedures are in
8 place during storm restoration to ensure storm accounting
9 policies are followed?

10
11 **A.** Operational internal controls and procedures include the
12 following:

- 13 • Establishment and communication of Plant Maintenance
14 Orders (including charge codes) to account for all costs
15 directly associated with storm restoration,
- 16 • Controls over employee time entry, including
17 documentation, entry and approval,
- 18 • Controls over materials and supplies inventory usage,
19 equipment usage and other charges from internal systems,
- 20 • Instructions and monitoring for adherence to the
21 Commission's requirements under the ICCA methodology,
- 22 • Preparation of storm restoration cost estimates, and
- 23 • Assistance to operational personnel in the invoice review
24 and approval process, as well as, cost accruals.

25

1 **Q.** How does Tampa Electric track storm restoration costs?

2

3 **A.** Tampa Electric establishes unique functional (i.e.,
4 distribution, transmission, generation and other) PMOs for
5 each storm to aggregate the total amount of storm
6 restoration costs incurred for financial reporting and
7 regulatory recovery purposes. The company uses these PMOs
8 to account for all costs directly associated with storm
9 restoration, including costs that will not be recoverable
10 from Tampa Electric's storm reserve based on the
11 Commission's requirements under the ICCA methodology. All
12 incremental storm restoration costs charged to storm PMOs
13 are captured in Federal Energy Regulatory Commission
14 ("FERC") Account 186, Miscellaneous Deferred Debits. All
15 incremental costs charged to FERC Account 186 are
16 subsequently cleared and charged to the storm reserve, O&M
17 or capital. Non-incremental charges are charged to O&M or
18 capital, accordingly.

19

20 **Q.** How does Tampa Electric determine when to start charging
21 storms costs?

22

23 **A.** As Tampa Electric's Witness Gerald Chasse explains in his
24 Revised Direct Testimony, if a storm has the potential to
25 threaten Florida and the company's service area, the

1 Electric Delivery Incident Commander will initiate calls
2 with the Electric Delivery Operations team. Depending on
3 the storm's intensity and forecasted track and impacts, at
4 approximately the five to seven-day range, the Electric
5 Delivery Incident Commander will initiate full or partial
6 Electric Delivery Incident Command Structure. If forecasts
7 for impacts continue to hold, all other areas of the company
8 are quickly activated to execute their responsibilities
9 within the plan. This includes the Finance Cost Estimation
10 team, which establishes and activates storm PMOs to begin
11 tracking costs for each named tropical system. An email
12 communication is sent to all business units to inform them
13 that storm PMO's have been activated for purposes of
14 collecting storm restoration charges. Attached to the
15 email, Tampa Electric also provides: (1) a listing of PMOs
16 by function and location; (2) guidance on recording time
17 for payroll; and (3) guidance on the types of costs eligible
18 to be charged to storm PMOs. The pre-landfall costs charged
19 to the storm PMOs include the acquisition of external
20 resources (e.g., line and vegetation crews), mobilization
21 and pre-staging of internal and external resources, opening
22 of staging and processing sites, reserving lodging, and
23 securing Tampa Electric's existing operational facilities
24 in preparation for the impacts of the storm.

25

1 **Q.** When did Tampa Electric start charging costs to each of the
2 five named tropical storms?

3

4 **A.** Tampa Electric began charging costs for TS Erika in August
5 2015, TS Colin in June 2016, Hurricane Hermine in August
6 2016, Hurricane Matthew in October 2016, and Hurricane Irma
7 in September 2017.

8

9 **Q.** Did Tampa Electric follow and apply the ICCA methodology,
10 as described in the Storm Cost Rule, for the costs that the
11 company is seeking recovery for in this proceeding?

12

13 **A.** Yes.

14

15 **Q.** What types of costs are included in the amounts for which
16 Tampa Electric is seeking recovery?

17

18 **A.** In accordance with the Storm Cost Rule, the categories of
19 costs that were properly accounted for in the calculation
20 of Tampa Electric's total recoverable restoration costs
21 include: (1) contract labor hired for storm restoration
22 activities; (2) logistics costs of providing meals,
23 lodging, and linens for tents and other staging areas; (3)
24 transportation of crews for storm restoration; (4) vehicle
25 costs for vehicles specifically rented for storm

1 restoration activities; (5) waste management costs
2 specifically related to storm restoration activities; (6)
3 rental equipment specifically related to storm restoration
4 activities; (7) materials and supplies used to repair and
5 restore service and facilities to pre-storm condition; (8)
6 overtime payroll and incremental payroll-related costs for
7 utility personnel included in storm restoration activities;
8 and (9) fuel cost for company and contractor vehicles used
9 in storm restoration activities.

10
11 **Q.** Please explain how Tampa Electric determines the non-
12 incremental O&M costs incurred from the five named tropical
13 storms?

14
15 **A.** Once all costs were incurred and recorded to FERC Account
16 186, the accounting department completed a detailed review
17 to determine amounts which were not incremental under the
18 ICCA methodology prescribed in the Storm Cost Rule. Non-
19 incremental costs were then excluded. Additionally, tree
20 trimming expenses that totaled less than the actual monthly
21 average of tree trimming costs charged to O&M expense for
22 the same month in the three previous calendar years were
23 deemed non-incremental and excluded.

24
25 **Q.** Would internal and external overhead costs related to storm

1 restoration be considered incremental costs and eligible
2 for inclusion in the reserve?

3

4 **A.** Yes, if they were associated with the type of internal labor
5 costs considered incremental or associated with external
6 party costs that were incurred to accomplish storm
7 restoration.

8

9 **Q.** As part of the supplemental review process were any
10 adjustments made to overhead charges from third party
11 contractors performing restoration work?

12

13 **A.** Yes. As noted in the Direct Testimony Tampa Electric's
14 Witness of Sarah L. Djak fewer than 20 contractors charged
15 us overhead charges. As part of the supplemental review we
16 compared overhead rates to contracts and rate sheets where
17 available as well as to Tampa Electric's overhead rates for
18 those vendors where contracts or rate sheets were not
19 available. Additionally, we compared contractors overall
20 labor rates with and without overhead charges to other
21 companies to determine reasonableness. As a result of these
22 reviews we "disallowed" \$197,733 in overhead charges from
23 two contractors.

24

25 **Q.** Would you explain how Tampa Electric determines the capital

1 costs incurred from the five named tropical storms?

2

3 **A.** All incremental storm restoration costs (including follow-
4 up work) are charged to FERC Account 186, Miscellaneous
5 Deferred Debits. Non-incremental charges are charged to
6 O&M or capital, accordingly. Once storm restoration is
7 complete, Tampa Electric totals the amount of capital costs
8 in accordance with capitalization guidance provided within
9 the Code of Federal Regulations ("CFR") - Title 18
10 Conservation of Power and Water Resources, Florida
11 Administrative Code and Generally Accepted Accounting
12 Principles ("GAAP"), which includes both materials and
13 labor. The capital costs for functional areas are
14 determined based on actual work performed and are then
15 likewise recorded to the balance sheet in accordance with
16 Tampa Electric's capitalization guidance as listed above.
17 Once the capital jobs are completed, the capital work in
18 progress ("CWIP") account is credited and the appropriate
19 functional plant account in FERC Account 101, Plant in-
20 Service, is debited based on the actual cost of installed
21 units of property. Retirements of fixed assets removed
22 during storm restoration are recorded when the new incurred
23 capital costs are placed in service.

24

25 **Q.** Please provide background on Tampa Electric's storm

1 reserve.

2

3 **A.** Tampa Electric maintains a property insurance reserve
4 account (Account No. 228.1), in accordance with Rule 25-
5 6.0143, F.A.C., which is designated to cover the costs of
6 storm-related damages to the utility's own property or
7 property leased by others that is not covered by insurance.
8 In Order No. PSC-1993-1570-FOF-E1, issued on October 27,
9 1993, the Commission approved Tampa Electric's proposal to
10 accrue \$4 million annually to its property insurance
11 reserve account ("storm reserve"). Subsequently, Order No.
12 PSC-1995-0255-FOF-EI, issued on February 23, 1995,
13 established a target storm reserve balance of \$55 million.
14 Tampa Electric accrued \$4 million each year to the storm
15 reserve and in 2003, the balance had reached \$40 million.
16 Then in 2004, Tampa Electric incurred \$73.4 million of storm
17 restoration costs due to Hurricanes Charley, Frances and
18 Jeanne. In Order No. PSC-2005-0675-PAA-EI, Approving
19 Stipulation and Settlement, Tampa Electric capitalized
20 \$38.9 million of the total storm restoration costs of \$73.4
21 million, leaving \$34.5 million of storm restoration costs
22 to be charged against the storm reserve. As a result of
23 capitalizing the \$38.9 million, the storm reserve had an
24 \$7.8 million positive balance as of August 1, 2004, rather
25 than a \$31.1 million deficit.

1 In Tampa Electric's 2008 Petition for Rate Increase, Docket
2 No. 20080317-EI, the company sought approval to modify the
3 storm reserve accrual and target balance. Commission Order
4 No. PSC-2009-0283-FOF-EI approved an increase of the storm
5 accrual to \$8 million per year and established a storm
6 reserve target balance of \$64 million. Then, in the
7 company's 2013 Stipulation and Settlement Agreement, Docket
8 No. 20130040-EI, Tampa Electric agreed to stop accruing \$8
9 million per year to the storm reserve and instead would
10 seek recovery of storm restoration costs when the storm
11 reserve balance was depleted. In accordance with Order No.
12 PSC-2013-0443-FOF-EI, issued on September 30, 2013,
13 approving the 2013 Stipulation and Settlement Agreement,
14 the storm reserve balance was set at \$55,860,642, which was
15 the amount of the reserve balance on October 31, 2013.
16 During the 2015, 2016 and 2017 in connection with the five
17 named tropical storms, Tampa Electric incurred \$98,982,984
18 of recoverable storm restoration costs due to the five named
19 tropical storms. The storm reserve balance was fully
20 depleted and exceeded the \$55,860,642 October 31, 2013 pre-
21 storm reserve balance in the company's storm reserve
22 account by \$41,540,706, which is detailed in Document No.
23 6 of my Exhibit No. __ (JSC-1).

24
25 **Q.** Is Tampa Electric's storm reserve funded or unfunded?

1 **A.** The company's reserve is unfunded; therefore, the company
2 has been able to utilize the storm reserve to fund its
3 general operation activities over several years. However,
4 with the amount of storm costs incurred during the five
5 named tropical storms identified in this proceeding, the
6 company's storm reserve balance has been exceeded and
7 requires the company to raise additional capital to pay for
8 those costs. As such, Tampa Electric is seeking recovery
9 for only the short-term debt costs associated with the
10 portion of storm costs incurred above the company's
11 reserve. This associated interest expense for the storm
12 costs exceeding the reserve is detailed in Document No. 7
13 of my Exhibit No. ____ (JSC-1).

14
15 **Q.** Does or will Tampa Electric expect to receive any insurance
16 reimbursement from any of the five named tropical storms?

17
18 **A.** No.

19
20 **Q.** Does or will Tampa Electric expect to receive any third-
21 party reimbursement from any of the five named tropical
22 storms?

23
24 **A.** No.

25

1 **Q.** Do all the costs that Tampa Electric is seeking to recover
2 for the five named tropical storms and the cost calculation
3 methodologies used to develop these costs in this Second
4 Amended Petition comply with Tampa Electric's 2017
5 Settlement Agreement?
6

7 **A.** Yes.
8

9 **Q.** How will the netting of storm restoration costs against
10 estimated annual tax savings be trued-up and finally
11 resolved, once the final amount of storm costs authorized
12 to be recovered and the final determination of the impact
13 of tax reform on Tampa Electric's base rates and charges
14 are determined?
15

16 **A.** As stated in Order No. PSC-2018-0125-PCO-EI, issued on
17 March 7, 2018, in this proceeding, Approving Interim Storm
18 Recovery Charge, which includes the Implementation
19 Settlement Agreement, a final determination of storm costs
20 and the impact of tax reform shall be made in separate
21 dockets and any difference will be trued-up and
22 recovered/refunded to customers through the 2019 Energy
23 Conservation Cost Recovery Clause with the full impact of
24 tax reform reflected in a change in base rates in January
25 2019. The approval of interim Storm Cost Recovery Charge

1 factors is preliminary in nature and is subject to true-up
2 pending further review once the total actual storm
3 restoration costs are reviewed and approved. After the
4 actual costs are reviewed for prudence and reasonableness
5 and are compared to the actual amount recovered through the
6 interim Storm Cost Recovery Charge, a determination will be
7 made whether any over/under recovery has occurred and the
8 appropriate steps to be taken for a refund or additional
9 charge would be considered by the Commission at a later
10 date.

11
12 **Q.** Would you explain how adjustments will be made at the end
13 of the recovery period to ensure the company only recovers
14 the amount that is being sought?

15
16 **A.** In accordance with the 2017 Amended and Restated
17 Stipulation and Settlement Agreement ("2017 Agreement"),
18 the 2018 net effect on net income from the related tax
19 reform, storm reserve and deferred entries will be zero.
20 In 2019, the difference between the 2018 tax reform benefits
21 and storm reserve amount will flow through the Energy
22 Conservation Cost Recovery Clause, as needed.

23
24 **Q.** What is the amount of tax savings for 2018 to be netted
25 against the company's storm costs approved for recovery in

1 this docket?

2

3 **A.** That amount is \$102.7 million as specified in Order No.
4 PSC-2018-0457-FOF-EI, issued on September 10, 2018 in
5 Docket No. 20180045-EI; however, that amount is subject to
6 change if the Internal Revenue Service issues a private
7 letter ruling to the company concluding that so called
8 "excess" accumulated deferred income taxes associated with
9 cost of removal are "protected" rather than "unprotected."

10

11 **Q.** Is the proposed storm cost recovery method consistent with
12 the 2017 Agreement, approved by the Commission in Order No.
13 PSC-2017-0456-S-EI, issued on November 27, 2017 in Docket
14 Nos. 20170210-EI and 20160160-EI?

15

16 **A.** Yes. The methodology is consistent with provisions of the
17 2017 Agreement addressing Storm Damage and Federal Income
18 Tax Reform, respectively. The Amended Implementation
19 Stipulation was approved by the Commission at the March 1,
20 2018 Agenda Conference, as reflected in Order No. PSC-2018-
21 0125-PCO-EI, issued on March 7, 2017.

22

23 **Q.** Does this conclude your revised direct testimony?

24

25 **A.** Yes, it does.

EXHIBIT

OF

JEFFREY S. CHRONISTER

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Tampa Electric's Storm Restoration Cost Summary

(In \$ Thousands)

<u>Year</u>	<u>Storm</u>	<u>Total Storm Restoration Costs</u>	<u>Capital</u>	<u>O&M</u>	<u>Recoverable Costs</u>
2015	Erika	699	0	0	699
2015	Colin	2,523	0	0	2,523
2016	Hermine	5,672	370	0	5,302
2016	Matthew	1,012	6	0	1,006
2017	Irma	99,512	8,737	2,903	87,871
	Total	109,418	9,113	2,903	97,401

Notes: Detail may not add to totals due to rounding
 Prior to Hurricane Irma in 2017, Tampa Electric did not track non-recoverable O&M

Tampa Electric's Recoverable Storm Restoration Costs by Cost Element
(In \$ Thousands)

Total Storm Restoration Recoverable Costs	<u>Erika</u>	<u>Colin</u>	<u>Hermine</u>	<u>Matthew</u>	<u>Irma</u>
Labor	63	641	855	205	8,713
Employee Expense	24	133	192	12	4,530
Outside Services - Line Clearance	78	128	333	180	6,409
Outside Services - Other Services	534	1,613	3,827	603	66,060
Materials & Supplies	0	8	46	6	2,076
Rent Expense	0	0	16	0	11
Other Operating Expense	0	0	33	0	72
Total	699	2,523	5,302	1,006	87,871

Note: Detail may not add to totals due to rounding

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Tampa Electric's Recoverable Storm Restoration Costs by Cost Type
(In \$ Thousands)

Total Storm Restoration Recoverable Costs	Erika	Colin	Hermine	Matthew	Irma
Contractors	79,168	1,741	4,159	783	71,873
Logistics	4,986	127	225	12	4,599
Transportation of Crews	223	6	0	0	216
Vehicle Rentals	16	0	16	0	0
Waste Management	39	1	0	0	39
Rental Equipment	11	0	0	0	11
Materials & Supplies	1,362	2	38	6	1,317
Labor	10,478	641	855	205	8,713
Fuel	1,119	6	8	0	1,104
Public Service Announcements	0	0	0	0	0
Total	97,401	2,523	5,302	1,006	87,871

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Tampa Electric's Recoverable Storm Restoration Costs by Function
(In \$ Thousands)

Total Storm Restoration Recoverable Costs	Erika	Colin	Hermine	Matthew	Irma
Generation	0	0	0	0	1,516
Transmission	0	23	24	32	230
Distribution	699	2,498	5,155	963	84,486
Other	0	2	123	11	1,639
Total	699	2,523	5,302	1,006	87,871

Note: Detail may not add to totals due to rounding

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Tampa Electric's Storm Restoration Costs by Function
(In \$ Thousands)

	<u>Total Storm Restoration Costs</u>	<u>Capital</u>	<u>O&M</u>	<u>Reserve</u>
Generation	6,518	5,002	0	1,516
Transmission	462	0	153	310
Distribution	98,381	2,396	2,184	93,801
Other	4,057	1,715	567	1,775
Total	109,418	9,113	2,903	97,401

Note: Detail may not add to totals due to rounding

Tampa Electric's Storm Reserve Balance History

1994-2017

(In \$ Thousands)

Year	Beginning Balance	Storm Expense		Restoration Cost		Transfer to Capital	Ending Balance
		Accrual	Incurred	Incurred	Incurred		
1994	0	(4,000)	0	0	0	0	(4,000)
1995	(4,000)	(4,000)	0	0	0	0	(8,000)
1996	(8,000)	(4,000)	0	0	0	0	(12,000)
1997	(12,000)	(4,000)	0	0	0	0	(16,000)
1998	(16,000)	(4,000)	0	0	0	0	(20,000)
1999	(20,000)	(4,000)	0	0	0	0	(24,000)
2000	(24,000)	(4,000)	0	0	0	0	(28,000)
2001	(28,000)	(4,000)	0	0	0	0	(32,000)
2002	(32,000)	(4,000)	0	0	0	0	(36,000)
2003	(36,000)	(4,000)	0	0	0	0	(40,000)
2004	(40,000)	(4,000)	71,965	0	0	0	27,965
2005	27,965	(4,000)	2,394	(38,877)	0	0	(12,518)
2006	(12,518)	(4,000)	220	0	0	0	(16,298)
2007	(16,298)	(4,000)	(12)	0	0	0	(20,310)
2008	(20,310)	(4,000)	1,658	0	0	0	(22,652)
2009	(22,652)	(6,667)	0	0	0	0	(29,319)
2010	(29,319)	(8,000)	0	0	0	0	(37,319)
2011	(37,319)	(8,000)	1,925	0	0	0	(43,394)
2012	(43,394)	(8,000)	1,185	0	0	0	(50,209)
2013	(50,209)	(6,667)	1,015	0	0	0	(55,861)
2014	(55,861)	0	0	0	0	0	(55,861)
2015	(55,861)	0	0	0	0	0	(55,861)
2016	(55,861)	0	0	0	0	0	(55,861)
2017	(55,861)	0	97,401	0	0	0	41,540
						Requested Recovery	97,401
						Resulting Reserve	(55,861)

**Tampa Electric's Associated Interest Expense for Restoration
Costs Exceeding the Company's Reserve**

Reserve Balance	G/L Balance	S/T Debt Rate	Interest
Nov-13 \$	(55,860,642)		
8/1/2017 ¹ \$	(46,205,643)		
Sep-17 \$	13,794,357	2.25%	\$ 16,381
Oct-17 \$	19,294,357	2.25%	\$ 36,177
Nov-17 \$	29,794,357	2.25%	\$ 55,864
Dec-17 \$	41,540,706	2.25%	\$ 77,889
Jan-18 \$	41,540,706	2.25%	\$ 77,889
Feb-18 \$	41,540,706	2.25%	\$ 77,889
Mar-18 \$	41,540,706	2.25%	\$ 77,889
Apr-18 \$	41,540,706	2.25%	\$ 77,889
May-18 \$	41,540,706	2.25%	\$ 77,889
Jun-18 \$	41,540,706	2.25%	\$ 77,889
Jul-18 \$	41,540,706	2.25%	\$ 77,889
Aug-18 \$	41,540,706	2.25%	\$ 77,889
Sep-18 \$	41,540,706	2.25%	\$ 77,889
Oct-18 \$	41,540,706	2.25%	\$ 77,889
Nov-18 \$	41,540,706	2.25%	\$ 77,889
Dec-18 \$	41,540,706	2.25%	\$ 77,889
Jan-19 \$	41,540,706	2.25%	\$ 77,889
Feb-19 \$	41,540,706	2.25%	\$ 77,889
Mar-19 \$	41,540,706	2.25%	\$ 77,889
Apr-19 \$	41,540,706	2.25%	\$ 77,889
May-19 \$	41,540,706	2.25%	\$ 77,889
			\$ 1,510,421

¹ Change in reserve due to charges from Tropical Storms Erika and Colin, and Hurricanes Hermine, Matthew and Irma.

Tampa Electric Company
 Storm Restoration Costs Related to Tropical Storms Erika and Colin and Hurricanes Hermine, Matthew and Irma
 (\$'000's)

Line No.	Description	Storm Restoration Costs by Storm							Total (6)	Storm Loss Recovery (7)
		Colin (1)	Erika (2)	Hermine (3)	Matthew (4)	Irma (5)				
1	Storm Reserve Balance (Pre-Storm)									(55,861)
2	Labor	641	63	855	205	8,713		10,478		
3	Outside Services - Line Clearance	128	78	333	180	6,409		7,127		
4	Outside Services - Services Expense	1,613	534	3,827	603	66,060		72,637		
5	Materials & Supplies Expense	8	0	42	2	982		1,034		
6	M&S Inventory Issue	0	0	4	3	1,094		1,102		
7	Other Operating Expense	0	0	33	0	72		105		
8	Employee Expense	133	24	192	12	4,530		4,891		
9	Rent Expense	0	0	16	0	11		27		
10	Total Recoverable Storm-Related Restoration Costs/Losses	2,523	699	5,302	1,006	87,871		97,401		
11	Amount of Reserves used to Fund Storm Costs									97,401
12	Balance of Storm Reserve after Funding Storm Costs									41,541
13	Amount Needed to Replenish Reserve to Oct 2013 Level as per Settlement Agreement (Exhibit A of Order No. PSC-2017-0456-S-EI)									97,401
14	Interest on Storm Balance Exceeding Reserve									1,510
15	Subtotal - System Storm Losses to be Recovered from Customers									98,912
16	Regulatory Assessment Fee Multiplier									1,00072
17	Total System Storm Losses to be Recovered from Customers ("Recoverable Storm Amount")									98,983

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Tampa Electric's Summary of Changes to Storm Cost Recovery Request

(In \$ Thousands)

	<u>May 2018 Storm Recovery Request</u>	<u>February 2019 Storm Recovery Request</u>	<u>Change in Storm Recovery Request</u>
Erika	710	699	(11)
Colin	2,548	2,523	(24)
Hermine	5,361	5,302	(59)
Matthew	1,039	1,006	(33)
Irma	90,018	87,871	(2,147)
Total	<u>99,676</u>	<u>97,401</u>	<u>(2,274)</u>

Note: Detail may not add to totals due to rounding



BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 20170271-EI

IN RE: PETITION FOR RECOVERY OF COSTS
ASSOCIATED WITH NAMED TROPICAL SYSTEMS
DURING THE 2015, 2016, AND 2017 HURRICANE
SEASONS AND REPLENISHMENT OF STORM RESERVE
SUBJECT TO FINAL TRUE-UP, TAMPA ELECTRIC
COMPANY.

PREPARED DIRECT TESTIMONY AND EXHIBIT
OF
SARAH L. DJAK

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **PREPARED DIRECT TESTIMONY**

3 **OF**

4 **SARAH L. DJAK**

5
6 **Q.** Please state your name, address, occupation and employer.

7
8 **A.** My name is Sarah L. Djak. My business address is 702 North
9 Franklin Street, Tampa, Florida 33602. I am employed by
10 Tampa Electric Company ("Tampa Electric" or "the company")
11 as a Senior Financial Analyst.

12
13 **Q.** Please describe your duties and responsibilities in that
14 position.

15
16 **A.** I am responsible for the preparation and review of monthly
17 reporting and analysis for various areas of the financial
18 accounting department. My responsibilities also include
19 preparation, review and approval of closeout journal
20 entries; state and federal regulatory reporting; and
21 handling audits and various quarterly requests.

22
23 **Q.** Please provide a brief outline of your educational
24 background and business experience.

25

1 **A.** I began working in TECO Energy's Accounting department as
2 a co-op student in June 2010. I graduated from the
3 University of South Florida in 2011 with a Bachelor of
4 Science degree in Accounting. I began working full time
5 in Tampa Electric's Accounting department in March 2011
6 as a Financial Reporting Accountant. I became a Financial
7 Reporting Analyst in August 2013 and was promoted to my
8 current position in April 2014. I am a member of both
9 the American Institute of Certified Public Accountants
10 ("AICPA") and the Florida Institute of Certified Public
11 Accountants ("FICPA"). I am a Certified Public Accountant
12 in the State of Florida.

13
14 **Q.** What were your work responsibilities as they relate to the
15 subject matter of this proceeding?
16

17 **A.** I was the day-to-day team leader of the Accounting
18 department's participation in the supplemental review of
19 storm restoration invoices as discussed in the Revised
20 Direct Testimony of Tampa Electric's Witnesses Gerard R.
21 Chasse, S. Beth Young and Jeffrey S. Chronister. I
22 supervised, coordinated and assisted approximately 25
23 Accounting team members who worked on the project on a
24 dedicated, full-time basis or on a part-time, as-available
25 basis. I also worked closely with the members of our

1 Corporate Audit Services and Electric Delivery departments
2 who were involved in the project.

3

4 **Q.** Have you previously testified before the Florida Public
5 Service Commission ("Commission")?

6

7 **A.** No.

8

9 **Q.** What is the purpose of your direct testimony in this
10 proceeding?

11

12 **A.** The purpose of my Direct Testimony is to explain the
13 details of the company's supplemental review of storm
14 restoration invoices for the five named tropical storms
15 addressed in this proceeding. I will describe how the
16 review was designed and conducted and what it covered.
17 Other Tampa Electric Witnesses will explain why we
18 conducted the review and the results of it. My role is
19 to explain the supplemental review process.

20

21 **Q.** Please provide a summary of your direct testimony.

22

23 **A.** From August 2018 to January 2019, over 50 of Tampa
24 Electric's team members in its Accounting, Corporate Audit
25 Services and Electric Delivery departments performed a

1 supplemental review of every invoice submitted by every
2 vendor - foreign or native - that directly worked to restore
3 our electric system during Tropical Storms Erika and Colin,
4 and Hurricanes Hermine, Matthew and Irma. We reviewed
5 invoices from 72 vendors which totaled \$77,856,061, we
6 applied a uniform review process and utilized standard
7 recoverability guidelines and determined that \$75,586,404
8 of those costs should be included in our revised request
9 for storm cost recovery filed February 8, 2019, in this
10 proceeding.

11
12 **Q.** Did you prepare an exhibit that supports your direct
13 testimony?

14
15 **A.** Yes, my Exhibit No. ___ (SLD-1) containing one Document
16 entitled "Sample Excel Workbook" and was prepared under my
17 direction and supervision. Document No. 1 of my Exhibit
18 shows the template used during the supplemental review
19 process.

20
21 **Q.** Please provide a general overview of the company's
22 supplemental review.

23
24 **A.** The company's supplemental review was conducted from August
25 2018 through January 2019. It covered \$77,856,061 of

1 outside vendor costs and involved over 50 team members of
2 Tampa Electric in its Corporate Audit Services, Electric
3 Delivery and Accounting departments. We reviewed invoices
4 from 72 vendors and created over 120 three-ring binders,
5 which included vendor invoices, receipts, and other
6 supporting documentation, as applicable. We also created,
7 for each vendor, an Excel workbook with multiple
8 spreadsheets to organize and document our review. I'll
9 explain the Excel workbooks and the role they played in the
10 company's supplemental review later in my Direct Testimony.

11
12 Each binder was organized in a uniform manner with sections,
13 where applicable, for invoices, labor, equipment, lodging,
14 meals, fuel/mileage, per diems, miscellaneous costs, email
15 communications and other documentation. Each binder also
16 included a narrative summary of key dates, total amounts
17 invoiced by the vendor, and the amounts and explanation for
18 the major costs that were determined to be "disallowed" for
19 cost recovery.

20
21 Although we have used the term "disallowed" cost as a
22 "shorthand" term to mean costs that we would not include in
23 our request for cost recovery in this proceeding, the
24 company understands that the Commission is the ultimate
25 decision maker on issues of cost recovery.

1 Q. Which vendors and invoices were reviewed during the
2 supplemental review?

3

4 A. Our supplemental review covered every invoice submitted by
5 any vendor - foreign or native - that worked to restore our
6 electric system during Tropical Storms Erika and Colin, and
7 Hurricanes Hermine, Matthew and Irma. The costs associated
8 with these vendors and invoices make up \$75,586,404 of the
9 company's total request for cost recovery of \$98,982,984 in
10 this proceeding.

11

12 Q. What kinds of cost were not included in the supplemental
13 review?

14

15 A. The supplemental review did not cover non-transmission and
16 distribution system restoration contractor costs (e.g.,
17 meals, fencing, security, call-center, Energy Supply) or
18 incremental company team member costs. Our review also did
19 not cover the invoices submitted by three native
20 contractors, The Davey Tree Expert Company, PowerTown Line
21 Construction LLC ("PTLC") and Trees, Inc. Tampa Electric
22 Witnesses Chronister and Young address the costs not
23 covered by the supplemental review in their Revised Direct
24 Testimonies.

25

1 **Q.** Why weren't the three native contractors included in the
2 supplemental review?

3

4 **A.** Those three native contractors were different than other
5 native contracts and our foreign contractors. Each of these
6 vendors work for Tampa Electric under long-term contracts
7 (master service agreements) and perform day-to-day tasks in
8 a manner similar to the way our company's internal crews
9 work. They are local contractors, so they did not incur
10 many of the kind of costs such as travel, lodging and meals,
11 that most of our foreign crews incurred. After other crews
12 were released to go home or to another utility, or native
13 contractors returned to normal work, these three crews
14 remained on the job helping with the company's final "clean-
15 up" storm restoration activities, so it did not make sense
16 to subject their invoices to the "date range" rigor in our
17 supplemental review process.

18

19 **Q.** Please explain the basic steps in the supplemental review.

20

21 **A.** The first step in our review involved developing a review
22 plan, requirements for uniform documentation and
23 communicating organizational guidelines and a list of
24 recoverability guidelines.

25

1 The second step involved gathering and organizing invoices
2 and supporting documentation by vendor and unbundling that
3 documentation so that it could be input into the Excel
4 workbook for each vendor.

5
6 The third step involved applying our recoverability
7 guidelines to the data gathered and identifying for each
8 vendor a subset of charges that we would consider
9 "unrecoverable" subject to further review by the Electric
10 Delivery department and/or receipt of additional
11 documentation.

12
13 The fourth step involved a quality assessment review by our
14 Corporate Audit Services department prior to turning a
15 binder and Excel workbook over to the Electric Delivery
16 department.

17
18 The fifth step was an iterative process of communications
19 with and review by Electric Delivery team members to assess
20 the recoverability of specific types and amounts of
21 charges.

22
23 The final steps involved having the Accounting department
24 review for consistent application of judgment and
25 recoverability guidelines, review and final approvals by

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members of the Electric Delivery department, preparation of summary narratives, reconciliation of storm costs to the reserve, recording journal entries to remove costs deemed "unrecoverable" from the storm cost reserve and updating the amount of storm costs for which the company seeks recovery in this docket.

Q. What basic roles did the Corporate Audit Services, Electric Delivery and Accounting departments play in the supplemental review?

A. Although we worked together closely, each department had distinct roles.

The Corporate Audit Services department developed the methodology for organizing support and documenting review, created a standard Excel workbook to facilitate the consistent review of vendor costs and provided overall guidance and quality control throughout the review. They performed a quality assurance review before binders and workbooks were turned over to the Electric Delivery department.

The Accounting department organized support materials and created binder(s) for each vendor, entered data into the

1 Excel workbooks creating an initial vendor file for each
2 vendor, applied our recoverability guidelines to vendor
3 costs and identified items to be reviewed further by subject
4 matter experts in the Electric Delivery department. Once
5 the review was complete, the Accounting department
6 performed the necessary reconciliation and journal entry
7 functions.

8
9 The Electric Delivery department supplied supporting
10 information for each vendor, supplied missing documentation
11 or requested it from vendors, if needed, and made the
12 ultimate business judgment call on whether specific vendor
13 costs would be included in our request for recovery.

14
15 **STEP ONE: ORGANIZATION OF REVIEW**

16 **Q.** Please further describe the first step in the supplemental
17 review process.

18
19 **A.** The first step in our supplemental review was to get
20 organized and develop an effective plan of review. As a
21 threshold matter, the company needed to decide whether we
22 wanted to conduct an "audit" of vendor invoices by sampling
23 a subset of the invoices and costs or whether we should
24 conduct a comprehensive review of 100 percent of electric
25 system restoration invoices and costs as described above.

1 Given the nature of this proceeding, and the complex and
2 unique nature of each vendor invoice, the company decided
3 that a 100 percent comprehensive review was the better
4 course of action.

5
6 Once that decision was made, the Corporate Audit Services
7 department took a leadership role in this process and worked
8 to create an Excel workbook to facilitate the consistent
9 review of vendor costs.

10
11 **Q.** Please explain the design and operating features of the
12 review workbook in your exhibit.

13
14 **A.** My Exhibit No. ____ (SLD-1), is an Excel workbook for each
15 vendor contains supporting tabs (worksheets) showing who
16 prepared and reviewed the workbook and a series of tabs and
17 supporting worksheets for functional area charges such as
18 labor, equipment, lodging, fuel/mileage, per diems and
19 miscellaneous costs. Each functional area tab has
20 supporting worksheets as needed to address the content
21 needed to evaluate the functional area charges. The
22 supporting worksheets reflect the details of the
23 invoice(s), the recoverability criteria for the type of
24 cost and has places to document the company's assessment of
25 whether the recoverability criteria were satisfied. The

1 individual worksheets also reflect the company's final
2 determination on recoverability by type and amount of cost,
3 and an area for notes that explain the business reasons
4 behind the recoverability assessments.

5
6 The standard Excel workbook served several key functions in
7 our review.

8
9 First, it provided a uniform platform for reviewing
10 invoiced costs and documenting the results of our review.

11
12 Second, it performed some of the review function.
13 Specifically, by assessing invoiced costs against
14 "recoverable date ranges" and recalculating certain
15 charges, it identified certain costs as costs requiring
16 further review by the Electric Delivery department.

17
18 Third, by requiring us to "unbundle" each invoice and list
19 the detail of each individual cost element (e.g., labor by
20 team member name or meal expense by meal), it forced the
21 preparer and reviewer to assess each individual cost
22 element using the recoverability guidelines and to document
23 his or her assessment in a very granular way.

24
25 **Q.** What recoverability guidelines did the company apply during

1 the supplemental review?

2

3 **A.** The recovery guidelines we used in the supplemental review
4 are explained by functional area later in my Direct
5 Testimony.

6

7 **Q.** What role did the recoverability guidelines play in the
8 supplemental review?

9

10 **A.** In general, the recoverability guidelines were
11 "guidelines," not hard and fast rules. They served to
12 highlight types and amounts of cost that needed further
13 review, documentation and subject matter expert input on
14 recoverability from our Electric Delivery department. For
15 each invoice, the Accounting department applied the
16 recoverability guidelines to the costs on the invoices and
17 identified an amount (or "bucket") of costs that would be
18 disallowed unless the Electric Delivery department provided
19 additional documentation and business reasons supporting
20 recoverability of the charge. If the Electric Delivery
21 department provided the required documentation and/or
22 business reasons for the charge, the dollar amount of the
23 charge was moved from the "unrecoverable" bucket to the
24 "recoverable" bucket.

25

1 **Q.** Did any of the guidelines serve as "hard and fast" rules
2 for recovery?
3

4 **A.** Yes, particularly in the areas of meals and lodging. For
5 example, our guidelines required that an invoice for a meal
6 while traveling to our service area had to be itemized and
7 also had to show proof of payment. If the vendor submitted
8 a credit card receipt showing payment, but no itemized
9 invoice that could be reviewed for alcohol and other
10 improper charges, we did not approve the cost of the meal
11 for recovery. Likewise, if the vendor submitted an itemized
12 receipt without proof of payment (i.e., cash or credit card
13 receipt), we disallowed the cost of the meal. It is worth
14 noting that this guideline application for meal receipts
15 was stricter than the company's policy on meal receipts for
16 its team members.

17
18 We applied this same approach to lodging charges and
19 required both an itemized invoice and a payment receipt or
20 an invoice showing a zero balance before approving the
21 charge for recovery.

22
23 With one exception, we also applied a strict rule and
24 disallowed all vendor purchased meal costs incurred from
25 September 13, 2017 until they were released. The company

1 provided breakfast at our incident bases each morning from
2 6:00 to 8:00 a.m. and dinner each night from 8:00 to 10:00
3 p.m. We also provided boxed lunches to crews each day.
4 Nevertheless, some of our vendors submitted invoices for
5 meals purchased while they were here. The one exception to
6 this rule relates to crews that arrived after our caterers
7 had gone home for the night and is discussed by Witness
8 Young in her Revised Direct Testimony.

9
10 **Q.** What general review guidelines or procedures were applied
11 to each vendor and vendor workbook?

12
13 **A.** We checked to ensure that the total value of the invoice
14 entered into the review workbook matched the record of what
15 was paid in the company's general ledger accounting system
16 ("SAP") by extracting the record of the invoice payments
17 from SAP and comparing the totals to the invoiced amounts
18 in the workbook.

19
20 **Q.** Please explain what you mean by the term "recoverable date
21 range" and how that concept factored into the review.

22
23 **A.** Identifying when the company contacted vendors for
24 assistance, when we secured their commitment to help, when
25 they began mobilizing, when they traveled, when they

1 arrived at an incident base and when they were released are
2 all important dates for evaluating whether invoiced costs
3 were appropriate and should be considered recoverable. As
4 part of the process, we worked with the Electric Delivery
5 department to identify and secure documentation of these
6 dates and put the documentation in the binders. Using this
7 documentation, we applied guidelines for travel (assuming
8 approximately 500 miles a day), distance to be traveled and
9 mobilization date to develop a range of dates for which we
10 would expect to be billed by a vendor.

11
12 The logic and formulas in the Excel workbook used a vendor's
13 recoverable date range to assess the charges reflected on
14 vendor invoices and highlighted "out-of-date-range" charges
15 for further review. Importantly, not all "out-of-date-
16 range" charges were excluded from our final tally of
17 recoverable costs, but before we considered such costs
18 recoverable, we required a reasonable explanation and
19 documentation of the business reasons before an "out-of-
20 date-range" charge would be considered recoverable.

21
22 **Q.** Please give an example of how that function worked for a
23 specific vendor.

24
25 **A.** Our workbook for Vendor 43 contains a good example of how

1 the formulas and logic in the workbook identified vendor
2 costs that were ultimately deemed by us to be unrecoverable.
3 This vendor was released from Tampa Electric restoration
4 work on September 17, 2017 so it could assist Florida Power
5 & Light. This vendor continued to charge Tampa Electric
6 labor hours for six days after its release date. After
7 entering the labor hours from its invoice to us into the
8 workbook, the labor worksheets highlighted inconsistencies
9 between the vendor charges and when the vendor was expected
10 to be working. This, in turn, allowed the reviewers to
11 identify labor charges that presumptively should not have
12 been billed to Tampa Electric. Those charges were then
13 reviewed by and ultimately determined to be unrecoverable
14 by our Electric Delivery team and removed from the amount
15 to be recovered from customers in this proceeding.

16
17 **Q.** Did the Excel workbooks help facilitate consistency of
18 review?

19
20 **A.** Yes, they were designed to do that. Our Accounting
21 department team members were not free to input data in
22 whatever format he or she thought was best. Rather, each
23 accountant had to manually enter information into the
24 workbook using its common format and had to include all of
25 the specified data if applicable. The workbook contained

1 formulas, conditional formatting, and drop-down boxes
2 designed to help reduce input errors and automate
3 conclusions. In addition, the workbook contained several
4 check figures, which helped the preparer and reviewer
5 quickly identify potential issues and/or errors. The
6 workbooks included fields related to the recoverability
7 guidelines (e.g. date, location, labor hours, etc.). Based
8 on the information entered by the preparer, the expense
9 amount was either included, excluded, or marked for review
10 by Electric Delivery.

11
12 **Q.** Did the Excel workbooks require members of the Accounting
13 department to exercise any professional judgment?

14
15 **A.** Yes. Although the Excel workbook provided a very good
16 template, each vendor, the services it performed and the
17 way it invoiced the company for its services was unique, so
18 the Accounting department had to use data analysis skills
19 and judgment when evaluating vendor invoices and the
20 information included in the related workbook.

21
22 **Q.** What recoverability guidelines were established for the
23 review of labor and equipment charges?

24
25 **A.** All labor and equipment charges were assessed using the

1 Date Range approach described above. Where applicable,
2 labor and equipment charges were tied back to labor and
3 equipment rate sheets, recalculated and compared to
4 invoiced amounts. Labor rates were tied back to labor
5 contracts where applicable and for reasonableness if a
6 labor contract did not apply. We generally reviewed
7 equipment lists for usual items and highlighted them for
8 further review by the Electric Delivery department. We
9 investigated timesheets when the number of hours worked in
10 a day seemed excessive. We did not receive rate sheets
11 from members of a mutual assistance group, because the labor
12 rates the members pay their team members are considered
13 confidential and are not shared amount the member companies
14 for competitive and legal reasons. Witness Young discusses
15 the reasonableness of the labor rates charged to the company
16 in her Revised Direct Testimony.

17
18 **Q.** How did labor rates sheets and supporting labor contracts
19 factor into the review?

20
21 **A.** As a general rule, investor owned utility ("IOU") members
22 of a regional mutual assistance group ("RMAG") have agreed
23 to charge each other their actual costs for the storm
24 restoration services, including any overheads, they provide
25 to other RMAG members.

1 If the vendor was an IOU, we did not require a rate sheet
2 for the company. Labor contracts and labor rates for IOU
3 members of mutual assistance groups are not available to
4 other members for confidentiality and legal reasons.

5
6 Members of our Accounting department reviewed labor rates
7 for reasonableness and put labor and equipment dollars into
8 the "needs review by Electric Delivery" category if there
9 were questions about the amount or the way overtime/double
10 time rates were calculated.

11
12 If the vendor was a non-utility contractor, Accounting team
13 members worked with Electric Delivery team members to
14 obtain a rate sheet to support the labor and equipment
15 charges on an invoice. Where a rate sheet was unavailable,
16 the electric delivery team exercised professional judgment
17 and performed analysis on the rate charged on the invoice
18 to determine reasonableness.

19
20 Some, but not all non-IOU vendors included contracts with
21 their rates sheets and/or time sheets that supported or
22 provided context for the specific labor billing methodology
23 used by the vendor. The Electric Delivery team used their
24 experience dealing with contractors, storm restoration
25 knowledge and professional judgment to decide whether labor

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contracts were needed before approving labor charges.

Witness Young discusses rate sheets and labor rates in more detail in her Revised Direct Testimony.

Q. What recoverability guidelines were established for the review of lodging, meals and fuel charges?

A. Lodging, meals and fuel charges while traveling were evaluated using the date range methodology described above.

We reviewed the location where each lodging, meal and fuel charge was incurred to ensure that the location was reasonable based on the general path from the vendor's home base or starting travel location to our service territory. For example, if a vendor's home base was North Carolina, a lodging, meal or fuel charge incurred in Alabama would be flagged for further review. A lodging charge in Georgia would not be flagged, because it would have been on a reasonable path from the vendor's home base. We used generally available mapping applications like Google Maps to help us in this area.

As previously discussed, we reviewed all lodging, meal and fuel receipts to ensure that they were itemized in

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reasonable detail and were accompanied by proof of payment and were not duplicates.

We reviewed all lodging and meal receipts to ensure that items like alcohol and tobacco were not included in the amounts invoiced to Tampa Electric.

When a vendor charged a per diem to the company, rather than actual travel expenses, we generally checked to see whether the vendor also submitted meal costs on the invoice.

As previously discussed, with one exception, meals incurred in our service territory were mostly disallowed since the company provided catered meals.

Q. What recoverability guidelines were established for fuel purchases?

A. We reviewed all fuel charges to ensure the dates for fuel purchases fell within the appropriate date ranges. We required that each fuel purchase be supported by a receipt and proof of payment. Any receipts for the prepayment of fuel charges were flagged for special review and we checked to make sure that the vendor invoice did not include duplicate fuel purchases. We also checked to make sure

1 that the vendors submitting fuel receipts did not also
2 request a mileage charge and vice versa. Some vendors used
3 fuel tracking systems like the WEX database system, and
4 when those were used, we allowed the costs.

5
6 **Q.** What recoverability guidelines were established for review
7 of mileage charges?

8
9 **A.** We reviewed mileage charges to ensure the total mileage
10 charged did not exceed the amount we would reasonably expect
11 them to be charging us based on the distance from the point
12 where the vendor began travel to its assigned Tampa Electric
13 incident base. Any variances above or below 15 percent of
14 the benchmark number of miles we estimated using Google
15 Maps or similar tools were flagged for further review and
16 approval by our Electric Delivery department.

17
18 **Q.** What recoverability guidelines were established for the
19 review of per diem charges?

20
21 **A.** Several vendors did not bill Tampa Electric for actual meals
22 and lodging expenses while traveling, but instead charged
23 the company using travel per diems. In those instances,
24 the company assessed the charges using the date range
25 methodology described above and compared the charges to

1 timecards to ensure that the number of per diems charged
2 did not exceed the number of crew members.

3

4 **Q.** What recoverability guidelines were established for the
5 review of miscellaneous charges?

6

7 **A.** Our evaluation of miscellaneous charges probably involved
8 more business judgment than any other area, because it
9 covered items like sunscreen, vehicle and equipment repairs
10 and other items incidental, but reasonably necessary to
11 storm restoration activities.

12

13 All miscellaneous charges were evaluated using the date
14 range methodology described above.

15

16 We reviewed the location where each miscellaneous charge
17 was incurred to ensure that the location was reasonable
18 based on the general path from the vendor's home base to
19 our service territory.

20

21 We reviewed all miscellaneous charge receipts to ensure
22 that they were itemized in reasonable detail, were
23 accompanied by proof of payment and were not duplicates.

24

25 We reviewed all miscellaneous charge receipts to ensure

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that items like alcohol and tobacco were not included in the amounts invoiced to Tampa Electric.

All charges for vehicle repairs and vehicle parts were automatically flagged for review by the Electric Delivery department and were not considered "recoverable" unless approved by Electric Delivery with a business justification. Vehicle expenses that were considered regular maintenance were flagged for review and were not approved for recovery.

Q. Did the company apply other tests to some vendors?

A. Yes. If the vendor was a Canadian company, we recalculated invoice amounts using applicable currency exchange rates to ensure accuracy of current currency conversion.

In addition, the company evaluated the appropriateness of overheads. Fewer than 20 vendors included a separate allocation of overhead charges on their invoices, usually as a percentage of direct labor costs. Those charges were reviewed on a case-by-case basis and are discussed by Mr. Chronister in his testimony.

1 **STEP TWO: GATHERING AND INPUTTING**

2 **Q.** Please describe the second step in the supplemental review.

3

4 **A.** The second step involved gathering and organizing invoices
5 and supporting documentation by vendor and inputting
6 invoice information into the Excel workbook for each
7 vendor. This involved "unbundling" vendor invoices into
8 functional areas and adding the invoice detail into the
9 workbook. For example, in the labor area, we listed each
10 crew member by name and position, start and end work dates
11 and labor rates. We input each piece of equipment used,
12 start dates and end dates and equipment charge rates. Each
13 fuel receipt was input together with date of purchase,
14 location and amount of charge. Each lodging receipt was
15 input with information about the name and location of the
16 hotel/motel, number of nights stayed and invoice cost. For
17 meals and miscellaneous charges, we input the date,
18 location and restaurant (or other vendor) and the amount of
19 the charge. Per diems and mileage charges were compared to
20 the personnel identified by the vendor and the travel ranges
21 previously described. Once all of the information from the
22 invoices was collected, we loaded it into the workbook, we
23 were ready for the next step.

24

25 **STEP THREE: EVALUATION AND REVIEW**

1 **Q.** Please describe the next step in the review process.

2

3 **A.** In the third step, we began reviewing and evaluating the
4 information in the workbooks and the supporting
5 documentation. Here, we applied our recoverability
6 guidelines to the data gathered and identified for each
7 vendor a subset of charges that we would tentatively
8 consider "unrecoverable" subject to further review by the
9 Electric Delivery department and/or receipt of additional
10 documentation.

11

12 **Q.** Please give a hypothetical example of the kind of work done
13 during this step.

14

15 **A.** For example, if we saw a lodging charge in Georgia that was
16 incurred after a vendor's crews were checked in to work in
17 our territory, we would ask the Electric Delivery team to
18 assess the charge, request additional information from the
19 vendor as needed and make a business judgment about the
20 recoverability of the charge. If the charge related to a
21 crew member who was late leaving the vendor's home base and
22 arrived in our territory after the rest of his co-workers,
23 and the circumstance was adequately documented, we would
24 move the related cost from "unrecoverable" to
25 "recoverable."

1 **STEP FOUR: QUALITY ASSESSMENT REVIEW**

2 **Q.** What work was performed in this step?

3

4 **A.** Once the Accounting department completed the Excel workbook
5 and binder for a vendor, the Corporate Audit Services
6 department performed a quality assurance review before
7 turning the workbook over the Electric Delivery department
8 for its review. This step involved having an independent
9 set of eyes reviewing the workbooks and binders for
10 completeness, formatting issues, Excel calculation errors
11 and other unusual items.

12

13 **STEP FIVE: FURTHER EVALUATION**

14 **Q.** Please describe the work in the fifth step of the
15 supplemental review.

16

17 **A.** This step in some ways was the most labor intensive and
18 time-consuming part of the review. The fifth step was an
19 iterative process of communications with and review by
20 Electric Delivery team members to assess the recoverability
21 of specific types and amounts of charges. It involved the
22 painstaking process of evaluating each and every charge
23 tentatively identified as "unrecoverable" based on our
24 review guidelines to determine whether there was a valid
25 business reason to support the charge and/or whether better

1 or additional documentation would allow us to move the
2 charge from the unrecoverable column to the recoverable
3 column. Sometimes this required Electric Delivery
4 personnel to dig through their files and personal notes to
5 explain charges and sometimes it required the company to
6 seek additional documentation and/or business
7 justifications from the vendor to support the charges.
8 Every time new information or documentation was received,
9 members of the Accounting team updated the review workbook
10 and accompanying binder(s) with the new documentation and
11 updated the file notes to reflect the change. In some
12 instances, the additional documentation was found to be
13 insufficient to support the associated charge, so the
14 company either requested even more additional documentation
15 or made a decision to change the "unrecoverable"
16 designation from tentative to final.

17
18 As of the date we filed this testimony and our Second
19 Amended Petition, we were still awaiting additional
20 documentation from some vendors, but the amounts for
21 recovery in the Second Amended Petition reflect the
22 documentation we had in hand as of the time of filing.

23
24 **FINAL STEPS: FINAL REVIEW AND ACCOUNTING**

25 **Q.** Please explain the work performed in the final steps of the

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review.

A. The final steps included Accounting department review for consistent application of judgment and recoverability guidelines, review and final approvals by senior members of the Electric Delivery team, preparation of summary narratives, reconciliation of storm costs to the reserve, recording journal entries to remove costs deemed “unrecoverable” from the storm cost reserve and updating the amount of storm costs for which the company seeks recovery in this docket.

The accounting processes of reconciling total storm costs, recording journal entries, adjusting the storm cost reserve and updating the company’s requested amount of storm costs to be recovered are discussed by Witness Chronister.

As one might imagine, the number of people involved in the review process created a possibility that different reviewers might assess the same set of facts or invoices and reach slightly different conclusions on recoverability or the need for additional documentation/justification. We attempted to manage this risk by subjecting all of the vendor files/binders to a final review by one accounting person and one senior member of the Electric Delivery

1 department. Although there is a possibility that minor
2 inconsistencies may exist, I'm confident that this final
3 review improved our final product and should increase the
4 confidence level users have in the results of our review.
5

6 **CONCLUSION**

7 **Q.** What conclusions have you formed about the billing
8 practices of the vendors who assisted Tampa Electric with
9 electric system restoration for the five named tropical
10 storms discussed in this proceeding and the process the
11 company used to review invoices?
12

13 **A.** I have formed several conclusions.
14

15 First, our supplemental review revealed a number of
16 differences between vendors on the quality, detail and
17 sophistication of the invoices sent to the company. We
18 used the services of 72 vendors, some of which were very
19 large, publicly traded regulated utilities and some that
20 were relatively small, privately owned businesses. We used
21 foreign resources from multiple states ranging from parts
22 of the southeast, to the Midwest and into the northeastern
23 parts of the United States and Canada. For many of our
24 vendors, providing storm restoration assistance is not a
25 primary line of business and it appears that some of them

1 did not have well-developed, mature business practices for
2 compiling costs and sending a high-quality invoice for
3 payment. In many cases, the vendor team members who
4 prepared and sent bills to us performed the same function
5 as the people who initially reviewed them at Tampa Electric
6 - people who are very busy every day with other
7 responsibilities and who were working on storm activities
8 on top of an already busy work schedule. The billing
9 systems of our vendors were different and presented
10 information in different levels of details and with
11 different manners of presentation, all of which made our
12 initial and supplemental reviews very challenging. The
13 fact that some of our vendors made mistakes that appear to
14 be innocent is not surprising. If we had used a process
15 like our supplemental review for our initial review, we
16 would probably have identified those issues the first time.

17
18 Second, while we saw several instances where individual
19 vendor team members appeared to be excessively careless or
20 perhaps acted in ways that could implicate dishonesty, the
21 vast majority of vendor personnel submitting receipts and
22 the vast majority of vendors sending invoices to Tampa
23 Electric appear to have done so in an honest and business-
24 like way, and the mistakes we saw were likely attributable
25 to misunderstanding or sloppy business practices, as

1 opposed to impure motives. Tampa Electric has no way of
2 knowing the kinds of billing practices the vendors who
3 helped us used after helping other utilities in Florida, or
4 what they billed to other utilities, so this conclusion is
5 based only on the information available to us.

6
7 Third, the process we used in our supplemental review worked
8 well. We performed a detailed review of 72 vendors
9 representing \$77,856,061 of electric system restoration
10 costs. We excluded \$2,269,657 of storm costs already paid
11 by the company, most of which can be attributable to lack
12 of appropriate documentation or decisions to exclude
13 certain categories of costs to avoid prolonged debate about
14 whether some of the costs in those categories should or
15 should not be recovered. If we had more time, we likely
16 could have obtained additional documentation from vendors
17 that would help move some of our "unrecoverable" costs into
18 the recoverable amount the company is seeking in this
19 proceeding. While people reviewing our work may be able to
20 further scrutinize invoices and find some additional costs
21 that they claim should not be recovered from customers in
22 this proceeding or question our judgment about the costs we
23 deemed appropriate for recovery, our conservative approach
24 has led to some costs that we could have included in our
25 request for cost recovery that we did not.

1 Finally, Tampa Electric and its team members involved in
2 storm restoration activities and post-storm invoice review
3 and approval learned a great deal in this process.
4 Hurricane Irma was by far the biggest and most expensive
5 storm ever to hit our service territory. The number and
6 dollar value of the outside resources - foreign and native
7 - that we enlisted to help us promptly restore service to
8 our customers put considerable pressure on our storm
9 invoice review practices, which pressure caused us to miss
10 some things. The work we did in our supplemental review,
11 however, has allowed us to develop a new, more robust and
12 rigorous review process for future storms. These new
13 practices and procedures are fully explained in the Revised
14 Direct Testimony of Witnesses Chasse, Young and Chronister.

15
16 **Q.** Does this conclude your direct testimony?

17
18 **A.** Yes, it does.
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25

EXHIBIT

OF

SARAH L. DJAK

Table of Contents

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1	Sample Excel Workbook	37

Sign Off's

Accounting

	Name	Title	Date
Preparer			
Reviewer			
Approver			

Audit Services

	Name	Title	Date
Preparer			

Energy Delivery

	Name	Title	Date
Final Reviewer			

Contractor Summary

Test Plan: (A) Using the drop down list, select the vendor. (B) Ensure address agrees to invoice(s). (C) Enter the distance between vendor address to Plant City, FL. (D) Determine if vendor is part of the SEE (see tab A.1 for listing). (E) Determine if other agreements exist. (F) Using the drop down list, select the Incident Base that the vendor was initially assigned. (G) If the contractor includes multiple crews with different timelines, utilize the '+' symbol at the top of columns 'H' and 'K' (if necessary) to unhide the vendor summary. (H) Click the button to populate the second (and third, if necessary) set of tabs for documentation of those expenses. (I) Complete steps (A) through (F).

Vendor #1

Contractor/Company	<input type="text"/>	A
SAP Vendor#	<input type="text"/>	
Service Type	<input type="text"/>	
Address	<input type="text"/>	B
City	<input type="text"/>	
State/Providence	<input type="text"/>	
Zip	<input type="text"/>	
Country	<input type="text"/>	
Distance from FL (in miles)	<input type="text"/>	C
Travel Days (500 m/per day)	<input type="text"/>	
Member of the SEE	<input type="text"/>	D
Other Agreement/Contract (Y/N)	<input type="text"/>	E
Incident Base	<input type="text"/>	F
Date Secured	<input type="text"/>	
Start Travel	<input type="text"/>	
Date Arrived	<input type="text"/>	
Date Released	<input type="text"/>	
Time Released	<input type="text"/>	
Released To	<input type="text"/>	
Arrived Home/Utility*	<input type="text"/>	

*Estimates reasonable arrival time

Tickmark Explanation:

Summary of Expenses

Test Plan: (A) Calculate Total Amount Invoiced for each expense category. (B) Using SAP t-code FBL1N, list Vendor Invoices Paid. (C) Ensure there are no differences between the Total Expense Amount and the Total Paid Amount. (D) Ensure there are no difference between Total Invoiced Amount and Total Expense Amount. (E) If applicable, identify difference due to Foreign currency exchange rates.

A

	Total Invoiced	Total Calculated	Allowable	Reviewed - Allowed	Reviewed - Not Allowable	Not Allowable
Labor Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel/Transport Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meal Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diem Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Expense per tabs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Difference		\$ -				

Total Expense	\$ -	(from Total SAP Summary)
Total Paid	\$ -	(from FBL1N in SAP)
Difference	\$ -	

Exchange Rate	\$ -
Fx Adjusted to USD	\$ -
Difference	\$ -

B

SAP - FBL1N			
Document No	Doc Date	Amount	Reference
		\$ -	
		\$ -	

Tickmark Explanation:

Labor Charges - Rate Sheet

Test Plan: (A) Using the vendor rate sheet, ensure that a rate was provided for all Positions and Equipment types.

Labor Types:
ST Straight Time
OT Over Time
DT Double Time
MOB/DMOB Mobilization/Demobilization Time

Labor per Man Hour

POSITION	ST	OT	DT	MOB/DMOB
Journeyman Line Technician	\$ -	\$ -	\$ -	\$ -
Senior Crew Leader	\$ -	\$ -	\$ -	\$ -
Mechanic	\$ -	\$ -	\$ -	\$ -
Working Foreman	\$ -	\$ -	\$ -	\$ -
Crew leader	\$ -	\$ -	\$ -	\$ -
Supervisor	\$ -	\$ -	\$ -	\$ -

Labor per Equipment Hour

Type	\$/HOUR
Derrick Digger w/ Bucket	\$ -
65' Hi-Ranger	\$ -
45' Bucket w/ Material Handler	\$ -
Pickup	\$ -
65' Hi-Ranger w/ Material Handler	\$ -

Tickmark Explanation:

Equipment Charges - Time Card

Test Plan: Obtain the time cards. (A) Populate the equipment names and types (if provided). Enter additional information regarding individual equipment charges from related invoice. (B) Enter hours worked from time cards. (C) Confirm that the dates per the time cards fall between dates provided per 'A'. Contractor Summary Tab. (D) Identify any equipment charges to be reviewed. (E) For charges which require further review, document review (include why) it was determined to be allowed/disallowed via a tickmark.

Rx: Reincubated.
a: Provided from tab 'C.L. - Rate Sheets'.
b: Check figures should equal \$0. Cell will appear yellow if discrepancies are noted.

#	Equipment Name	Equipment ID	Company	Crew#	Invoice	Start Date	End Date	Days Worked Reasonable?	Rates							Total Hours	Total Equipment \$	Allowable Charges	Labor Type Appropriate?	To Be Reviewed	Reviewed - Allowable Charge	Reviewed - Unallowable Charge	Tickmarks
									9/10/2017	9/11/2017	9/12/2017	9/13/2017	9/14/2017	9/15/2017	9/16/2017								
1	Derrick Digger w/ Bucket					9/12/2017	9/12/2017	No			8.00					8.00		YES	\$	\$			
2	65' Hi-Ranger w/ Material Handler					9/12/2017	9/12/2017	No			8.00					8.00		YES	\$	\$			
3	65' Hi-Ranger w/ Material Handler					9/12/2017	9/12/2017	No			8.00					8.00		YES	\$	\$			
4	65' Hi-Ranger w/ Material Handler					9/12/2017	9/12/2017	No			8.00					8.00		YES	\$	\$			
5	42' Bucket w/ Material Handler					9/12/2017	9/12/2017	No			8.00					8.00		YES	\$	\$			
6	Pre-lop					9/12/2017	9/12/2017	No			8.00					8.00		YES	\$	\$			
											48.00					48.00			\$	\$			

Tickmark Explanation:
NOTE: This is an illustration and does not contain actual hours worked or equipment rates.

Item Charges

Test Plan: (A) Obtain support of individual charges. (B) Enter Yes/No if receipt is itemized. (C) Enter Yes/No if proof of payment has been provided. (D) Ensure charges fall between the dates the vendor was mobilized and the date they arrive. (E) Ensure charges are prior to the date the vendor arrived home or was released to another utility. (F) Ensure the location of charge was reasonable. (G) Determine the amount(s) to be reviewed, allowed and/or disallowed. (H) For charges which required further review, document review (include why it was determined to be allowed/disallowed or a tickmark).

a Check figure should equal \$0. Cell will appear yellow if discrepancies are noted.

Item #	Support Reviewed										Conclusions				Tickmarks			
	Type of Support	Support Identifier	Company	Date	Person	Name	Location	Total Charge	Itemized Receipt	Proof of Payment	Reasonable based on Mobilization date(s)	Reasonable based on Demobilization date(s)	Locations Reasonable	Conclusion		\$ Allowable Charge	\$ To Be Reviewed	Reviewed - Allowable Charge
1	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
2	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
3	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
4	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
5	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
6	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
7	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
8	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
9	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
10	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$
11	Receipt							\$			Yes	Needs Review		Needs Review	\$	\$	\$	\$

Tickmark Explanation:

Meal Charges

Notes: (1) Obtain support of individual charges. (2) Enter Yes/No if receipt is attached. (3) Enter Yes/No if proof of payment has been provided. (4) Ensure charges fall between the dates the workers out mobilized and the date they arrived. (5) Ensure charges are prior to the date the vendor arrived home or was released to another utility. (6) Ensure the location of charge was reasonable. (7) Determine the amount(s) to be reviewed, allowed and/or disallowed. (8) For charges which require further review, document review and include why it was determined to be allowed/disallowed via a remark.

* Check figure should equal \$0. Cell will appear yellow if discrepancies are noted.

#	Type of Support	Support Reviewed				Location	\$ Total	Meal Receipt	Proof of Payment	Reasonable based on Mobilization date(s)	Reasonable based on Demobilization date(s)	Locations Reasonable	Conclusion	Conclusions			Tickets	
		Support Identifier	Company	Date	Person									Restaurant Name	\$ Allowable Charge	\$ To Be Reviewed		Reviewed - Allowable Charge
1	Receipt								Yes	Needs Review			Needs Review	\$	\$	\$	\$	
2	Receipt								Yes	Needs Review			Needs Review	\$	\$	\$	\$	
3	Receipt								Yes	Needs Review			Needs Review	\$	\$	\$	\$	
4	Receipt								Yes	Needs Review			Needs Review	\$	\$	\$	\$	
5	Receipt								Yes	Needs Review			Needs Review	\$	\$	\$	\$	
6	Receipt								No	Needs Review			Needs Review	\$	\$	\$	\$	
														\$	\$	\$	\$	

Tickets Explanation:

Other Charges

Item #: (A) Obtain support of individual charges. (B) Enter Yes/No if receipt is itemized. (C) Enter Yes/No if proof of payment has been provided. (D) Enter charges fall between the dates the vendor was established and the date they arrived. (E) Ensure charges are prior to the date the vendor arrived home or was released to another utility. (F) Enter if the expense type is reasonable. (G) Determine the amount(s) to be reviewed, allowed and/or disallowed. (H) For charges which required further review, document review and include why it was determined to be allowed/disallowed via a tickmark.

* Check figures should equal \$0. Cell will appear yellow if discrepancies are noted.

Support Reviewed										Conclusions									
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O					
#	Type of Support	Support Identifier	Company	Date	Person	Vendor Name	Location	\$ Total	Itemized Receipt	Proof of Payment	Reasonable based on justification (a)(1)	Reasonable based on justification (a)(2)	Expense Type Appropriate	Conclusion	\$ Allowable Charge	\$ To Be Reviewed	Reviewed - Allowable Charge	Reviewed - Unallowable Charge	Tickmarks
1								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
2								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
3								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
4								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
5								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
6								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
7								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
8								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
9								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
10								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
11								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
12								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
13								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
14								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	
15								\$			Needs Review	Needs Review		Needs Review	\$	\$	\$	\$	

Tickmark Explanation:



BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 20170271-EI

IN RE: PETITION FOR RECOVERY OF COSTS
ASSOCIATED WITH NAMED TROPICAL SYSTEMS
DURING THE 2015, 2016, AND 2017 HURRICANE
SEASONS AND REPLENISHMENT OF STORM RESERVE
SUBJECT TO FINAL TRUE-UP, TAMPA ELECTRIC
COMPANY

REVISED PREPARED DIRECT TESTIMONY
AND REVISED EXHIBIT
OF
S. BETH YOUNG

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **REVISED PREPARED DIRECT TESTIMONY**

3 **OF**

4 **S. BETH YOUNG**

5
6 **I. INTRODUCTION**

7 **Q.** Please state your name, address, occupation and employer.

8
9 **A.** My name is S. Beth Young. My business address is 820 S.
10 78th St, Tampa, Florida 33619. I am employed by Tampa
11 Electric Company ("Tampa Electric" or "the company") in the
12 Electric Delivery department as the Director, Asset
13 Management, Planning, & Support.

14
15 **Q.** Please describe your duties and responsibilities in that
16 position.

17
18 **A.** My duties and responsibilities include the governance and
19 oversight of Tampa Electric's transmission and distribution
20 assets, including capital allocation, system planning,
21 reliability planning and system maintenance, in addition to
22 responsibilities for studies in support of transmission
23 service. My duties and responsibilities also include
24 support for the Electric Delivery department's operations
25 in the area of geographic information system ("GIS") and

1 mapping services.

2

3 **Q.** Please describe your educational background and
4 professional experience.

5

6 **A.** I received my Bachelor of Science degree in Electrical
7 Engineering from the University of South Florida in 1983.
8 I am a registered professional engineer in the state of
9 Florida. I joined Tampa Electric as a co-operative
10 education student in 1980 and became a full-time team member
11 as an associate engineer in 1983. From 1983 through
12 present, I have held various positions as an engineer,
13 manager, and director in Tampa Electric's Electric Delivery
14 department working in Transmission, Substation,
15 Distribution, System Operations, Project Management,
16 Lighting, Emergency Management and Support Services.

17

18 **Q.** Have you previously testified before the Florida Public
19 Service Commission ("Commission")?

20

21 **A.** Yes, I testified before the Commission in Docket No.
22 20120234-EI, Tampa Electric's Petition to Determine Need
23 for Polk 2-5 Combined Cycle Conversion and in Docket No.
24 20130040-EI, Tampa Electric's 2013 petition for an increase
25 in base rates and miscellaneous charges.

1 **Q.** What is the purpose of your revised direct testimony in
2 this proceeding?
3

4 **A.** The purpose of my Revised Direct Testimony is to describe
5 the use of foreign crew resources in assisting with large
6 scale system restoration efforts and the indirect costs
7 of this restoration. I will first begin with an overview
8 of Tampa Electric's indirect transmission and
9 distribution ("T&D") restoration efforts and cost details
10 related to restoration activities of the company during
11 the five named tropical storms in 2015, 2016 and 2017.
12 These named tropical systems include: Tropical Storm
13 ("TS") Erika, TS Colin, Hurricane Hermine, Hurricane
14 Matthew and Hurricane Irma.

15
16 Next, my Revised Direct Testimony will describe how Tampa
17 Electric acquires, stages and manages foreign crew
18 resources in assisting with large scale restoration
19 efforts as well as explain why the costs incurred for
20 those activities were prudent in order to achieve timely
21 restoration of the company's electric system. I will
22 discuss the operating challenges presented by Hurricane
23 Irma, explain the role the Electric Delivery team played
24 in our supplemental review of foreign crew invoices, and
25 support the reasonableness and prudence of those

1 restoration activities and the associated costs for which
2 Tampa Electric is seeking recovery. I will also explain
3 the new business and storm management practices around
4 payment for restorations services we developed as a result
5 of Irma and plan to utilize in future storm restoration
6 activities.

7
8 **Q.** Are you sponsoring any exhibits in this proceeding?

9
10 **A.** Yes. I am sponsoring Revised Exhibit No. ____ (SEY-1),
11 consisting of five documents that were prepared under my
12 direction and supervision.

13
14 Document No. 1 of my Revised Exhibit No. ____ (SEY-1),
15 entitled "Tampa Electric's Indirect Recoverable
16 Restoration Costs by Storm and Function," details the
17 company's costs incurred by Tampa Electric Non-
18 Transmission and Non-Distribution personnel that
19 supported the restoration of the company's electrical
20 systems in the five named tropical storms in this
21 proceeding.

22
23 Document No. 2, of my Revised Exhibit No. ____ (SEY-1),
24 entitled "Tampa Electric's Recoverable Restoration Costs
25 of Foreign and Native Crews," details the company's

1 recoverable foreign and native crew restoration storm
2 costs by function and by storm. The amounts shown on
3 this document reflect the costs of the vendors that
4 assisted Tampa Electric with restoration of the company's
5 T&D electrical systems in the five named tropical storms
6 in this proceeding.

7
8 Document No. 3 of my Revised Exhibit No. ____ (SEY-1),
9 entitled "Tampa Electric's Summary of Changes Due to
10 Supplemental Review," which provides a summary of the
11 storm cost changes by cost type (labor, equipment,
12 lodging, meals, per diem, fuel, mileage and other) that
13 occurred due to the supplemental review.

14
15 Document No. 4 of my Revised Exhibit No. ____ (SEY-1),
16 entitled "Tampa Electric's Supplemental Review Summary,"
17 summarizes the results of our supplemental review by
18 assigned vendor number. For each vendor, it shows the
19 amount originally billed and paid by Tampa Electric, the
20 total amount the company concluded should not be recovered
21 from customers based on our supplemental review and the
22 net amount for which the company seeks cost recovery in
23 this docket. This document is the subject of a Request
24 for Confidential Classification and Motion for Temporary
25 Protective Order which is being simultaneously filed

1 herewith. A redacted version of this document accompanies
2 my publicly filed testimony.

3
4 Document No. 5 of my Revised Exhibit No. ____ (SEY-1),
5 entitled "Vendor Key" is a confidential key that
6 identifies the name of the vendor to the assigned vendor
7 number. This document is also the subject of a Request
8 for Confidential Classification and Motion for Temporary
9 Protective Order which is being simultaneously filed
10 herewith. A redacted version of this document accompanies
11 my publicly filed testimony.

12
13 **II. TAMPA ELECTRIC'S INDIRECT T&D STORM RESTORATION ACTIVITIES**

14 **Q.** Would you describe restoration efforts performed by Tampa
15 Electric team members that indirectly support T&D
16 restoration?

17
18 **A.** During large storm events such as Hurricane Irma, we take
19 an all-hands-on-deck approach with every team member of
20 Tampa Electric having a pre-established Emergency
21 Assignment (Storm Role). During named tropical storm
22 system restoration activities, Tampa Electric utilizes the
23 company's Electric Delivery department team members as well
24 as many other team members across the TECO Energy family
25 who work from various departments to support the necessary

1 restoration activities. Depending on the projected size
2 and path of the storm, Tampa Electric may choose to activate
3 only portions of the company's emergency preparedness plan.
4 These various departments include: Business Development,
5 Business Strategy and Renewables, Community Relations,
6 Customer Experience, Energy Supply, Financial Accounting
7 and Business Planning, Regulatory, Safety, TECO Services
8 and Peoples Gas.

9
10 **Q.** Would you provide some examples of how each of the
11 departments you have referred to supports restoration?
12

13 **A.** Yes, I will combine some of the departments as their
14 activities supporting storm restoration will be similar.
15

16 **Business Development, Business Strategy and Renewables,**
17 **Community Relations, Financial Accounting and Business**
18 **Planning, and Regulatory:** Tampa Electric team members from
19 these departments support a variety of storm restoration
20 activities depending on the storm assignment of the
21 individual team member. Some examples of these storm
22 restoration functions include the following: leading and
23 operating incident bases; lodging coordination; family
24 assistance; meals coordination; laundry coordination and
25 transportation. They also support State, County and City

1 Emergency Operating Centers; wire down coordination; debris
2 clearance support; search and rescue support and coordinate
3 and communicate with critical and at-risk customers.
4

5 **Customer Experience:** Tampa Electric's Customer Experience
6 department handles communication with customers reporting
7 outages and hazardous conditions. The Customer Experience
8 department also performs outbound calls to verify services
9 and to provide assurance to customers that they have not
10 been forgotten and provide updates on restoration progress.
11 The Customer Experience department also coordinates
12 outbound communication such as outbound dialer or emails to
13 update customers on restoration progress and estimates for
14 completion. For Hurricane Irma, due to the high call volume
15 that was projected and ultimately experienced, Tampa
16 Electric utilized its Mutual Assistance Routing Systems
17 ("MARS") offsite call center support services to assist.
18

19 **Energy Supply:** Tampa Electric's Energy Supply department
20 prepares the company's generation facilities ("power
21 plants") to minimize any potential damage to the power
22 plants from the impending storm as well as safely and
23 efficiently returning the power plants to normal operations
24 following the storm. The Energy Supply department performs
25 a full review of the power plants' status including:

1 communication, environmental concerns, fuel, water storage,
2 waste handling, byproducts handling, consumables (ammonia,
3 hydrogen, sulfuric acid, carbon dioxide), outage
4 requirements, reliability issues and transportation issues.
5 They also coordinate with Electric Delivery to balance
6 energy supply and demand and the need for any outside
7 purchases or sales. For Hurricane Irma, the Energy Supply
8 department installed the storm doors at Big Bend and Bayside
9 Power Stations due to potential flooding and shut down Big
10 Bend Units 1 and 2 due to the projected impacts of high
11 winds.

12
13 **Safety:** Tampa Electric's Safety department provides the
14 safety onboarding briefing for all foreign crew resources.
15 During the restoration efforts, the Safety department
16 provides daily storm safety messages and performs field
17 safety observations to ensure all personnel maintain a
18 heightened focus on being safe during this very challenging
19 time of high workload, pressure to restore quickly in the
20 hot Florida climate. They also provide supplemental safety
21 related equipment such as safety glasses, gloves, bug
22 spray, etc. The Safety department also performs accident
23 investigations when needed and collects all first aid and
24 recordable injury cases.

25

1 **TECO Services:** TECO Services includes the business
2 functions of Corporate Communication, Facilities, Finance
3 and Treasury, and Human Resources and Information
4 Technology and Telecom ("IT"). Corporate Communications
5 provides messaging on the company's website to provide
6 updates on the restoration progress and estimates for
7 completion. Corporate Communications also develops social
8 media messaging, press releases and interface with media
9 (television and radio) to ensure restoration information is
10 reaching customers. Facilities prepares Tampa Electric's
11 buildings to minimize any potential damage from the storm
12 such as installing storm screens and shutters, preparing
13 the buildings to ride out the storm in case of certain
14 failures such as ensuring all emergency generator fuel
15 tanks are topped off, providing technical engineering
16 support for the company incident bases such as installing
17 portable generators and outdoor/indoor lighting, and
18 responding to facility repair requests during the storm
19 such as roof and water damage repairs. In addition,
20 Facilities team members are stationed on standby at key
21 facilities during the storm to handle any emergencies.
22 Facilities performs or supervises contractors for
23 setup/breakdown activities at Incident Bases, including
24 ensuring sanitation and refuse management is properly
25 handled. IT provides technical support before, during and

1 after the storm to ensure all Tampa Electric IT systems and
2 communication systems and connections operate as intended
3 to fully support restoration efforts.
4

5 **Q.** Please identify which of the departments have restoration
6 costs included in the costs that Tampa Electric is seeking
7 for recovery in this proceeding (Business Development,
8 Business Strategy and Renewables, Community Relations,
9 Customer Experience, Energy Supply, Financial Accounting
10 and Business Planning, Regulatory, Safety and TECO
11 Services).
12

13 **A.** All the departments listed indirectly supported restoration
14 activities during at least one of the named tropical storm
15 systems identified in the company's Revised Petition, filed
16 on February 8, 2019 and the associated costs that are
17 appropriate for recovery in this proceeding are included.
18

19 **Q.** Please provide examples of restoration costs that would
20 have been incurred by the following departments that are
21 not included in the costs that Tampa Electric is seeking
22 for recovery in this proceeding (Business Development,
23 Business Strategy and Renewables, Community Relations,
24 Customer Experience, Energy Supply, Financial Accounting
25 and Business Planning, Regulatory, Safety and TECO

1 Services).

2

3 **A.** Tampa Electric followed the Incremental Cost and
4 Capitalization Approach ("ICCA") which is addressed in
5 Tampa Electric's Witness Jeffrey S. Chronister's Direct
6 Testimony. Under this ICCA approach, Tampa Electric
7 excluded the following restoration costs that were
8 incurred: any payroll costs from any of these departments
9 that is already recovered in base rates and utility call
10 center and customer service non-incremental costs
11 associated with the storm events. In addition, for
12 Hurricane Irma, Energy Supply had repairs at two power
13 plants that were charged to capital and not to the storm
14 reserve. These included replacements of a circulating
15 water pump, a GSU fire protection system, several low
16 voltage breakers due to water intrusion, and a 13kV/480V
17 transformer. Also, all of these departments annually
18 review, train and perform mock exercises. The costs
19 associated with this annual training, along with any costs
20 associated with general preparedness or the maintaining of
21 that general preparedness are not included in the costs for
22 which Tampa Electric is seeking recovery.

23

24 **Q.** Did Tampa Electric need to bring in any additional personnel
25 to support these indirect restoration activities for any of

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the five named tropical storms?

A. Yes, Tampa Electric utilized MARS to provide call center assistance during and following Hurricane Irma. MARS provided an additional 112 call center resources during the storm and had a peak level of 137 additional resources following the storm to support restoration activities.

Q. Please provide the costs from these non-T&D departments that are included in the costs that Tampa Electric is seeking for recovery in this proceeding for each of the five named tropical storms.

A. Tampa Electric is seeking to recover a total of \$4,177,239 prudently incurred indirect recoverable restoration costs. This total indirect cost includes costs from non-T&D storm support activities for the named tropical storms as follows: \$14,978 from TS Collin; \$198,634 from Hurricane Hermine; \$7,479 from Hurricane Matthew; and \$3,956,147 from Hurricane Irma. These amounts are also detailed in Document No. 1 of my Revised Exhibit No. ____ (SEY-1).

Q. Were these costs incurred for indirect restoration related duties prudent and necessary for Tampa Electric's restoration?

1 **A.** Yes, they were prudent and necessary. Tampa Electric's
2 Energy Supply department took steps prior to the storm to
3 protect the plants and those efforts minimized the repair
4 needed to return the plants to normal operation. Customer
5 Experience and Corporate Communications provided crucial
6 messaging to customers experiencing outages as well as for
7 public safety. Facilities took steps to protect Tampa
8 Electric facilities from the high winds, so they could be
9 fully utilized following the storm to support the
10 restoration and return to normal business.

11
12 **III. Acquiring, Staging and Managing Foreign Crew Resources**

13 **Q.** Would you explain what a "foreign crew resource" is and
14 provide an overview of how Tampa Electric acquires foreign
15 crew resources?

16
17 **A.** A foreign crew resource is a work crew supplied by a third-
18 party (not native utility nor native contractor employees)
19 that is contracted to work on emergency or storm restoration
20 activities for the native utility. Tampa Electric monitors
21 all storms that could potentially impact the company's
22 service area. Tampa Electric's Electric Delivery
23 department conducts numerous conference calls in advance of
24 a storm to discuss the readiness of the company to restore
25 from the impending storm. During these calls, projected

1 outages and required resources are discussed. Depending on
2 the projected number of outages, the number of foreign crew
3 resources necessary to restore service in a timely manner
4 is identified. If necessary, the company communicates with
5 the Southeastern Electric Exchange ("SEE") and non-SEE
6 companies to obtain additional resources.

7
8 For example, in Hurricane Irma, requests for resources were
9 made through the SEE but available resources were quickly
10 exhausted within the SEE due to Duke, Florida Power and
11 Light, Tampa Electric, Florida Public Utilities and others
12 all requesting resources. The SEE Executive Director then
13 contacted the Executive Directors of the other Regional
14 Mutual Assistance Groups ("RMAG's") to request their
15 members to offer resources. Multiple SEE calls were held
16 expanding the numbers of RMAG's responding each time to the
17 point where resources from Canada to California were
18 offered and many secured.

19
20 **Q.** What types of foreign crew resources does Tampa Electric
21 utilize?

22
23 **A.** Depending on the projected and actual needs for additional
24 assistance, Tampa Electric acquires and utilizes foreign
25 crew resources that perform transmission and distribution

1 line work, tree trimming, MARS, damage assessment,
2 substation repair and Incident Base Management.
3 Specialized equipment is also acquired, as needed.
4

5 **Q.** Which of the named tropical systems that the company is
6 seeking cost recovery for in this proceeding did Tampa
7 Electric acquire foreign or additional native crew
8 resources?
9

10 **A.** Tampa Electric acquired foreign or additional native crew
11 resources to assist with restoration efforts in TS Erika,
12 TS Colin, Hurricane Hermine and Hurricane Irma.
13

14 **Q.** Please identify what type of foreign crew resources Tampa
15 Electric acquired for each named tropical system that the
16 company is seeking cost recovery for in this proceeding.
17

18 **A.** Tampa Electric acquired the following foreign or additional
19 native crew resources in these named tropical systems:
20

21 TS Erika: distribution line crew and tree
22 trimming

23 TS Colin: distribution line crew and damage
24 assessment

25 Hurricane Hermine: distribution line crew, tree trimming

1 and damage assessment

2 Hurricane Irma: transmission and distribution line
3 crew, tree trimming, MARS and damage
4 assessment

5
6 **Q.** Could Tampa Electric have restored service to its customers
7 in a timely manner without the aid of foreign crew
8 resources?

9
10 **A.** Not in a timely manner. For Tampa Electric to restore
11 service without the aid of foreign crew resources depends
12 on the actual magnitude of outages, the necessary work to
13 restore and how many days would be allowed to perform the
14 restoration. Tampa Electric currently employs 250 T&D line
15 personnel. Tampa Electric also has 146 contract line
16 personnel on the system. Tampa Electric's 63 damage
17 assessors are internal team members who are familiar with
18 the transmission and distribution systems and there are 42
19 native contractor damage assessors as well. The company
20 subcontracts 230 line clearing personnel. In order to
21 restore service during Hurricane Irma in a timely manner
22 Tampa Electric utilized the following foreign crew
23 resources: 2,523 line personnel, 194 damage assessors, 622
24 line clearing personnel and 137 MARS support personnel, for
25 a total of almost 3,400 additional resources. That is more

1 than five (5) times the number of people we normally have
2 working on our system.

3
4 **Q.** Please explain how the company determines how many foreign
5 crew resources to acquire.

6
7 **A.** Tampa Electric determines the number of foreign crew
8 resources to acquire by utilizing a model that takes as an
9 input the track, size and intensity of the storm. The model
10 output estimates the number of customer outages, the amount
11 of damage and the overall number of man-hours required to
12 restore the system. Utilizing this information, the
13 company determines how many foreign crew resources to
14 request based on the targeted number of days to restore.
15 Tampa Electric also evaluates this information against
16 prior storm restoration events to validate the results.

17
18 **Q.** Does Tampa Electric take cost into consideration when
19 acquiring resources for storm restoration?

20
21 **A.** Yes, Tampa Electric considers the cost of acquiring foreign
22 crew resources for storm restoration assistance. Tampa
23 Electric's restoration process works to minimize costs for
24 foreign crew resources by securing resources close to its
25 territory, if available, to minimize travel times,

1 releasing less productive resources first, releasing
2 foreign crew resources to other utilities as early as
3 practical to minimize travel costs even before the
4 electrical system is fully restored, and keeping the most
5 efficient resources until the system is fully restored.

6
7 **Q.** Does Tampa Electric have business controls in place for the
8 acquisition of foreign crew resources?

9
10 **A.** Yes, the company has a documented process to control the
11 acquisition of foreign crew resources. Tampa Electric's
12 Electric Delivery Command will determine the required
13 number of resources based on the projected damage estimates
14 and the targeted estimated time to restore ("ETR"). In
15 most cases, we obtain resources from the SEE member
16 companies; however, in the case of larger storms, like
17 Hurricane Irma, we supplement SEE resources with other RMAG
18 resources and contractor resources in order to meet
19 acceptable restoration timeframes. All foreign resources
20 obtained are communicated with and are tracked by the
21 company's Foreign Crew Coordination ("FCC") unit, who
22 communicates with other groups such as Logistics and
23 Planning the timing and number of resources so they can
24 determine the necessary logistical services. Once the
25 foreign resources are no longer required, Electric

1 Delivery's Planning Section notifies the FCC unit and the
2 appropriate notifications of the crew members and their
3 home companies are made.

4

5 **Q.** How and when do these foreign crew resources get to Tampa
6 Electric's service area?

7

8 **A.** Tampa Electric provides foreign crew resources with
9 requested arrival times and dates. The foreign crew
10 resources generally "stage" at a safe location out of the
11 projected path of the storm, typically a day's travel or
12 less away from our service territory, so as not to put
13 either the crews or their equipment/bucket trucks in the
14 path of the impending storm. After the storm has passed
15 and it is safe for these foreign crews to travel, the crews
16 will finish their travels to Tampa Electric's service area.
17 Once the crews arrive, they are provided a safety briefing
18 and then assigned a Tampa Electric lineman who directs the
19 crew to the restoration work area assigned and supervises
20 their work.

21

22 **Q.** Does staging the resources away from the company's service
23 area cause a delay in restoration?

24

25 **A.** This method of staging, in and of itself, typically does

1 not cause a delay. If there is a delay from staging the
2 resources remotely, it is caused by storm impacts occurring
3 between the staging area and Tampa Electric's service area.
4 For example, during Hurricane Irma, with the size and path
5 projection, some of the foreign crews staged in Georgia to
6 keep themselves out of harm's way. Once Hurricane Irma
7 passed Florida and it was safe to travel, the road
8 congestion issues on Interstate 75 caused a delay in getting
9 these resources to the company's service area. Even though
10 there was this delay due to traffic, when the crews arrived
11 all their equipment was in working order and they
12 immediately began assisting Tampa Electric with service
13 restoration.

14
15 **Q.** Please explain how these foreign crews are assigned to
16 Incident Bases to perform restoration work.

17
18 **A.** Prior to the storm impacting Tampa Electric, the Planning
19 section utilizes the planning model to forecast the
20 estimated damage by Incident Base area and makes a
21 preliminary determination of which Incident Bases to open
22 and the assignment of the foreign crews to each. The goal
23 is to complete each of the preliminary Incident Base areas
24 assignments prior to the storm. After the storm has passed,
25 an initial damage assessment is performed and damage by

1 Incident Base area is projected. Adjustments to Incident
2 Base assignments are made as needed and the foreign crews
3 are sent to the appropriate Incident Base as they arrive.
4

5 **Q.** How does Tampa Electric ensure these foreign crews are
6 working efficiently and the work is of high quality?
7

8 **A.** To ensure quality and efficient work of the company's
9 foreign line crews, foreign line crews are assigned a Tampa
10 Electric lineman. Any quality control or productivity
11 issues with the foreign line crews are then able to be
12 corrected on the spot. The efficiency though of their work
13 is ensured more from effective planning that occurs prior
14 to assigning these crews work. The company was very pleased
15 with the overall efficiency and quality of the foreign line
16 crews that performed work during Hurricane Irma. With the
17 productivity of the foreign lines crews, Tampa Electric was
18 able meet its global ETR established at the beginning of
19 storm restoration, but was able to restore service to more
20 customers at a faster rate on a daily basis than initially
21 projected. Tampa Electric's effective planning on the
22 front end minimized idle and drive time between jobs during
23 the restoration and ensured that sufficient materials were
24 on hand to minimize non-productive time.
25

1 Foreign tree trimming crews are assigned a Tampa Electric
2 supervisor to monitor and ensure the efficiency and quality
3 of the crew's work. This allows us to correct quality
4 control issues with tree trimming on the spot. Prior to
5 each day's work during restoration it is the responsibility
6 of the Tampa Electric supervisor to lay out the expectations
7 for the work being assigned.
8

9 **Q.** How does Tampa Electric determine that these foreign crews
10 are no longer needed?
11

12 **A.** The company's Electric Delivery's Planning section on a
13 periodic basis reviews the number of customers remaining
14 out of service, the ETR's forecasted and, in collaboration
15 with the Operations section, evaluates the current needs
16 for foreign crew resources. Foreign crew resources are
17 released, either to their home or to other utilities, as
18 the need for assistance diminishes as restoration nears
19 completion.
20

21 **Q.** Is the overall cost of crews taken into consideration in
22 making the decision as to when and what foreign crews are
23 released during restoration?
24

25 **A.** Yes, Tampa Electric does include the overall cost of the

1 foreign crew in this decision. Tampa Electric's
2 restoration process works to minimize costs for foreign
3 crew resources by attempting to secure foreign crews closer
4 to Tampa Electric's service territory to minimize travel
5 costs, releasing less productive resources first, releasing
6 foreign crew resources to other utilities as early as
7 practical to eliminate return travel costs even before the
8 electrical system is fully restored, and keeping the most
9 efficient resources until the system is fully restored.

10
11 **Q.** Does Tampa Electric only pay for foreign crew resources
12 labor and equipment costs or are there other costs that
13 Tampa Electric also pays to support these crews?

14
15 **A.** There are other costs. In addition to paying the contracted
16 labor and equipment price to the company supplying the
17 foreign crew resources, there are travel costs that include
18 lodging, meals, and fuel. In addition, there can be
19 miscellaneous charges the can include repair of trucks,
20 rental vehicles, overheads, etc. Once the foreign
21 resources arrive, Tampa Electric also pays for the costs to
22 fuel their vehicles and to house and feed these crew
23 members. Examples of these other costs include hotels, air
24 mattresses and bedding if hotels are unavailable, food,
25 water, ice and laundry services. It is also important to

1 note that SEE and RMAG utility crews employed by and
2 responding from other utilities to assist in restoration
3 are reimbursed "at cost" in accordance with pre-existing
4 mutual aid agreements.

5
6 **Q.** How do these foreign crew resources bill Tampa Electric?

7
8 **A.** All of the foreign crew resources will send Tampa Electric
9 a formal invoice for their costs to provide the restoration
10 assistance. Unfortunately, for Hurricane Irma, not all
11 provided sufficient detail supporting the invoice.

12
13 **Q.** Please describe the foreign resources used in the Hurricane
14 Irma restoration effort.

15
16 **A.** As noted in the Revised Direct Testimony of Tampa Electric's
17 Witness Gerald R. Chasse, Hurricane Irma was a record-
18 breaking storm for Tampa Electric. We employed 72 foreign
19 crew vendors, which supplemented our internal resources
20 with over 3,400 people. Over 91 percent of the foreign and
21 native resource costs for which we are seeking recovery are
22 attributable to Hurricane Irma.

23
24 **Q.** Were you and members of your team involved in the initial
25 and supplemental review of foreign vendor invoices?

1 **A.** Yes. Members of my team and I performed the initial review
2 and approved payment for foreign crew resources. We also
3 were deeply involved in the supplemental review of those
4 invoices.

5
6 **Q.** Why did the company decide to conduct a supplemental review
7 of foreign vendor invoices?

8
9 **A.** The number of documents reviewed by the company was
10 voluminous. No single individual would be capable of
11 reviewing all of these documents to ensure the information
12 was complete and appropriate for inclusion in a timely
13 manner. Although we thought we did a good job with our
14 initial review and approval of foreign vendor invoices, the
15 discovery process in this docket revealed multiple
16 instances where our documentation was lacking, we did not
17 organize our documentation in a way it could be easily
18 reviewed and failed to identify some items that should not
19 have been billed to, or paid by, the company. Examples
20 include lodging costs for hotel rooms in the territories of
21 other Florida utilities, meal charges incurred during times
22 when Tampa Electric was providing meals to foreign crews
23 and duplicate charges for fuel while traveling to our
24 service territory. When the Office of Public Counsel
25 brought items like these to our attention, we quickly

1 decided that we should take another look at the foreign
2 vendor invoices. We appreciate that the consumer parties
3 and Commission agreed to give us additional time to conduct
4 the review.

5
6 **Q.** Please generally describe how the supplemental review was
7 conducted.

8
9 **A.** Our supplemental review occurred from August 2018 to
10 January 2019. It covered every dollar of every foreign
11 resource invoice and native contractor invoices from all
12 five tropical systems. Our Corporate Audit Services
13 department created a review methodology, a detailed list of
14 items for review and an Excel-based template to assist with
15 and allow us to document the results of our review. Our
16 Accounting department helped the Electric Delivery
17 department evaluate invoices by applying a set of
18 "recoverability guidelines" or filters to identify
19 questionable charges. The Accounting department also
20 worked with my team in an iterative process to ensure that
21 the charges my team had approved for recovery were properly
22 validated with invoice details and that our business
23 judgments about appropriateness were adequately documented.
24 Our Corporate Audit Services department provided oversight
25 and assistance throughout the process, but in the end the

1 final determination about whether we would seek recovery of
2 foreign and native resources was made by the Electric
3 Delivery team. Tampa Electric's Witness Sarah L. Djak
4 describes this detailed review process in more detail in
5 her Direct Testimony.

6
7 **Q.** How did the company evaluate labor charges from foreign
8 vendors for reasonableness?

9
10 **A.** Electric Delivery would review the items that Accounting
11 had identified that were outside of the "Recoverability
12 Guidelines". Most of the items that were flagged were time
13 charged greater than 16 hours, OT or DT that started prior
14 to 40 hours, or hours that were outside of the "Secured
15 Date" and the "Release Date" window. The typical work day
16 for the foreign resources was from 06:00 to 22:00 or 16
17 hours. Electric Delivery determined some hours above 16
18 were warranted because of travel time to their hotel. There
19 were a few companies that had specific labor contracts that
20 specified a minimum number of hours paid for storm
21 restoration work. There was another company that reflected
22 DT by doubling the hours that were applicable but using the
23 ST rate. When reviewing labor charges to ensure the OT and
24 DT rates were applied correctly, the rate sheet was
25 consulted for company rules, the day of the week was

1 reviewed, and whether they had come from Hurricane Harvey
2 was factored in. Hours that were identified outside of the
3 window, were mostly attributed to incorrect charges when
4 released to another Florida utility. These charges were
5 removed from the Storm Reserve.

6
7 **Q.** Have you evaluated the effective hourly rates charged by
8 foreign and native crews for system restoration assistance
9 for the five named tropical storms?

10
11 **A.** Yes, and I believe they are reasonable. For the five named
12 tropical storms, the average effective hourly rate (direct
13 labor rates plus any overhead charges billed separately)
14 for our native contractors was \$97.95 and for SEE foreign
15 resources was \$104.95, for RMAG foreign resources was
16 \$139.68, and for foreign contractors not from a mutual
17 assistance company \$157.11. The difference reflects the
18 fact that native contractors were working under long-term
19 service contracts and the SEE resources reflect similar
20 labor rates due to the similar geographic region. The RMGA
21 foreign resources reflect the higher labor rates from other
22 regions, specifically the northeastern United States where
23 costs are generally higher. The foreign contractors other
24 than those from a mutual assistance company are generally
25 the highest and the last resource that we choose. One of

1 these charged us more than \$300 per hour but that rate
2 included their equipment costs, so comparing that rate to
3 the rest is not a fair comparison.

4
5 Importantly, although the way we dissected vendor invoices
6 in our supplemental review implies that the company was
7 buying individual units of labor hours and leasing specific
8 pieces of equipment, that was really not the case. Rather,
9 the company purchased storm restoration services from other
10 regulated utilities and contractors with considerable
11 experience restoring electric systems damaged by storms and
12 who willingly stopped what they were doing and came to our
13 assistance. Although it may be possible to quibble with
14 the rates we paid months after service was restored, we can
15 thank the vendors who helped us for safely and promptly
16 getting our customers back in service.

17
18 **Q.** How did the company evaluate miscellaneous charges from
19 foreign vendors for reasonableness?

20
21 **A.** The company used SEE/EEI Guidelines to evaluate
22 miscellaneous charges. These guidelines provide direction
23 as to what requesting companies will and will not reimburse.
24 Hotel related expenses other than lodging such as phone
25 calls made from rooms, room service, in-room movies, mini

1 bar usage should not occur. Cell phone usage, and satellite
2 phone usage when cell service is unavailable, is
3 reimbursable. Repair or replacement cost of equipment
4 damaged or lost is reimbursed, but normal maintenance
5 items, such as wiper blades, are routine maintenance and
6 typically covered in the equipment charge out rates. Towing
7 charges for vehicle breakdowns and vehicle rentals are
8 allowed. Reasonable costs for meals are reimbursed,
9 provided sufficient detail is provided such as the number
10 of team members eating and a detailed receipt showing no
11 alcohol is being charged. Consumables are allowed, such as
12 bug spray, sunscreen, snacks, drinks (water, Gatorade,
13 PowerAde, etc.), Diesel Exhaust Fluid, but 'hard' items
14 such as cell phone chargers, USB cords, tools or other items
15 that can be taken home and used (or were 'forgotten' to
16 begin with) are not allowed.

17
18 **Q.** What actions did the company take on foreign crew meals
19 incurred while working in Tampa Electric's service
20 territory?

21
22 **A.** The company excluded most vendor meals purchased while
23 working in Tampa Electric's service territory. Some of our
24 vendors arrived after the caterers had left on September 11
25 and 12, 2017, so we considered the cost of those meals to

1 be recoverable.

2
3 **Q.** What is your overall assessment of the results of the
4 company's supplemental review?

5
6 **A.** Our supplemental review revealed many instances in which we
7 had not documented our review work adequately or did not
8 present it in a way that it could be easily reviewed, by
9 others. In addition, we also missed some things that we
10 should have caught. Our initial review of foreign crew
11 invoices missed items that we should not have included in
12 our original Direct Testimony, filed May 21, 2018. Our
13 supplemental review allowed us to create and apply a
14 rigorous review framework and analytical process to foreign
15 and native crew invoices, helped us improve and better
16 organize our documentation and caused us to more
17 specifically and deliberately memorialize our business
18 decisions on reasonableness. I view these as positive
19 outcomes from the review and believe that the lessons
20 learned from it will form a solid foundation for future
21 process improvements.

22
23 **Q.** During the course of the supplemental review, did the
24 company analyze the questionable items identified during
25 the discovery process?

1 **A.** Yes. We carefully reviewed each of those items, documented
2 our conclusions about recoverability and informally shared
3 the results with the consumer parties for their use in this
4 docket.

5
6 **Q.** What were the original total costs Tampa Electric was
7 seeking to recover in this proceeding for foreign crew
8 resources?

9
10 **A.** The total costs amounted to \$77,856,061 in the original
11 filing.

12
13 **Q.** What are the revised total costs Tampa Electric is seeking
14 to recover in this proceeding, by each storm, for foreign
15 and native crew resources?

16
17 **A.** After the detailed and thorough supplemental review of both
18 foreign and native crew invoices. Tampa Electric is seeking
19 to recover a total cost for foreign and native crew
20 resources after the supplemental review of \$75,586,404.
21 This total cost included costs from the five named tropical
22 storms as follows: \$611,389 from TS Erika; \$1,726,175 from
23 TS Colin; \$3,960,790 from Hurricane Hermine; \$775,485 from
24 Hurricane Matthew; and \$68,512,566 from Hurricane Irma.
25 These revised foreign and native crew amounts after our

1 supplemental review are detailed in Document No. 2 of my
2 Revised Exhibit No. ____ (SEY-1).

3
4 **Q.** Could you explain why the company is seeking to recover a
5 lower storm costs amount?

6
7 **A.** As a result of our supplemental review, we have reduced our
8 request for recovery of foreign and native resource costs
9 by \$2,269,657 which is detailed in Document No. 3 of my
10 Revised Exhibit No. ____ (SEY-1). Most of the reduction is
11 attributable to costs for which the underlying cost support
12 and documentation was not up to our standards.

13
14 **Q.** Please provide a summary of the total invoiced amount by
15 vendor and the resulting amount included in the storm
16 reserve filing.

17
18 **A.** Document No. 4, of my Revised Exhibit No. ____ (SEY-1),
19 summarizes the results of our supplemental review by
20 vendor. For each vendor, it shows the amount originally
21 billed and paid by Tampa Electric, the total amount the
22 company concluded should not be recovered from customers
23 based on our supplemental review and the net amount for
24 which the company seeks cost recovery in this docket.
25 Document No. 4 identifies each vendor with a number, not

1 its name, because the company believes that in some cases
2 disclosing the names of the vendors and the results of our
3 review of their invoices will likely harm our ability to
4 obtain their assistance for future storm restoration
5 activities. Consequently, the company believes that the
6 vendor names on Document No. 5 of my Revised Exhibit No.
7 ____ (SEY-1) are "proprietary confidential business
8 information" within the meaning of Section 366.093, Florida
9 Statutes, and Rule 25-22.006, Florida Administrative Code,
10 and will be referring to the vendors by number, not name in
11 this proceeding. Document No. 5 is a key that identifies
12 the vendor names associated with each assigned vendor
13 number. The company believes that the names of the vendors
14 on Document No. 5 are confidential, so a confidential
15 version of Document No. 5 with the vendor names has been
16 filed with the Office of the Commission Clerk together with
17 a Request for Confidential Classification as required by
18 Rule 25-22.006, Florida Administrative Code. The company
19 believes we should treat all vendor names confidentially,
20 even when our supplemental review did not reveal issues
21 with all of them, because identifying vendors that did not
22 have issues by name would by implication cast vendors
23 identified by number only in a potentially negative light
24 without regard to whether our review revealed few or many
25 issues.

1 A version of Document Nos. 4 and 5 with vendor names and
2 amounts redacted is included with the public, non-
3 confidential version of my Revised Direct Testimony.

4
5 **Q.** Has the company concluded that the charges associated with
6 the \$2,269,657 identified by the company as "unrecoverable"
7 during the supplemental review were unreasonable?

8
9 **A.** No, not all of the charges removed from the storm reserve
10 were unreasonable. The charges associated with the
11 lodging, fuel, and meals that were disallowed during the
12 foreign crews travel due to our strict documentation
13 standards were typically reasonable expenses during travel
14 based on our review. In addition, there were some equipment
15 costs that were within the typical ratio of labor to
16 equipment costs that were disallowed due to the lack of
17 specific equipment information.

18
19 **Q.** Overall, do you believe that the amounts the company spent
20 on foreign and native crew restoration assistance for
21 Hurricane Irma and the other four named tropical storms are
22 reasonable?

23
24 **A** Yes, although the way we dissected invoices into functional
25 areas might lead a person to believe that we were procuring

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labor, vehicles and equipment, what we were really were procuring was storm restoration services, and we got them from 72 experienced vendors who were willing to stop what they were doing to help us restore electric service to our customers. With their help, we were able to restore service to approximately 425,000 customers who lost power due to Hurricane Irma and we did it in a week without significant injuries to our team members or the crews who helped us. So, yes, I do think what we paid overall was reasonable and should be approved for recovery by the Commission.

Q. What are the "lessons learned" from the supplemental review in your areas of responsibility?

A. In general, we learned that we must be very clear about invoicing and documentation with vendors in advance of their arrival and that the Electric Delivery department needs to supplement its documentation collection team with more people when we have a large storm that requires significant outside assistance.

Q. Based on these "lessons learned," what new business and storm management practices will be implemented for future storms in your areas of responsibility?

1 **A.** We have already made changes for future storms. We have
2 prepared a letter to send to potential foreign contractors
3 each year in May. It will request their storm restoration
4 rates and outline the documentation Tampa Electric will
5 require before approving payment. As we are securing
6 resources to deal with the imminent threat of a storm, we
7 will re-send the letter to again clarify our expectations
8 around invoicing.

9
10 Tampa Electric will use its ARCOS Crew Manager system to
11 check-in and track the foreign and native resources. This
12 system is being used by utilities throughout the southeast
13 and is being used by Tampa Electric on a daily basis to
14 manage our native and internal crews. Applying it to
15 foreign crews during storm restoration activities will give
16 us better information with which to manage restoration
17 activities and track resource usage.

18
19 We have decided to add a Foreign Crew Liaison at each
20 incident base to gather daily timesheets, sign-off on the
21 equipment check-in, confirm the lodging and meal process
22 with the foreign vendors and assist in any other logistical
23 needs. The liaisons will ensure that we collect all the
24 documentation needed to verify invoices on a daily basis
25 and give it to the Finance team for estimating storm costs

1 and reviewing invoices when they are received.

2
3 **Q.** What other follow up will the company be doing as a result
4 of its supplemental review?

5
6 **A.** As part of our supplemental review, the company contacted
7 many of the vendors and requested additional supporting
8 documentation in order to justify inclusion in the storm
9 reserve. Some vendors have provided the necessary
10 documentation and others have promised to reimburse our
11 company for charges that should not have been billed or
12 paid.

13
14 In each instance where the company has determined that
15 amounts paid to a foreign vendor should not be included in
16 our request for cost recovery in this proceeding, we will
17 be assessing whether to seek a refund from the vendor. In
18 most cases, we will be sending a letter detailing the
19 results of our review and requesting that the vendor
20 reimburse the company for certain charges. In other cases,
21 however, due to the de-minimis dollar amounts involved or
22 the type of charges, we may decide that it's not worth the
23 effort to pursue a refund.

24
25 **Q.** Overall were the costs incurred for indirect and foreign and

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native crew restoration related duties prudent and necessary for Tampa Electric's restoration?

A. Yes. For each storm we determined the appropriate resources that would be required to restore service to our customers in an appropriate timeframe. In each case we met the date that we had targeted. We have done an in-depth review of all the costs for this restoration and have only included those costs that have met a stringent documentation standard. Therefore, I believe the costs submitted were prudent and necessary and should be approved for recovery by the Commission.

Q. Does this conclude your revised direct testimony?

A. Yes, it does.

REVISED EXHIBIT

OF

S. BETH YOUNG

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Tampa Electric's Indirect Recoverable Restoration Costs by Storm and Function

(In \$ Thousands)

	Total Storm Restoration Recoverable Costs	Distribution	Transmission	Other	Generation
Erika	0	0	0	0	0
Colin	15	2	0	13	0
Hermine	199	26	0	172	0
Matthew	7	2	5	1	0
Irma	3,956	112	1	2,903	940
Total	4,177	142	6	3,089	940

TAMPA ELECTRIC COMPANY
 DOCKET NO. 20170271-EI
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 WITNESS: YOUNG
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Tampa Electric's Recoverable Restoration Costs of Foreign and Native Crews

(In \$ Thousands)

	Total Storm Restoration Recoverable Costs	Line	Vegetation Management	Damage Assessors
Erika	611	534	78	0
Colin	1,726	1,598	128	0
Hermine	3,961	3,589	371	0
Matthew	775	596	180	0
Irma	68,513	61,074	6,452	987
Total	75,586	67,391	7,208	987

TAMPA ELECTRIC COMPANY
DOCKET NO. 20170271-EI
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WITNESS: YOUNG
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Tampa Electric's Summary of Changes Due to Supplemental Review
(In \$ Thousands)

	<u>Original Total</u>	<u>Allowed</u>	<u>Disallowed</u>
Labor	59,599	58,820	779
Equipment	11,041	10,836	205
Lodging	694	384	310
Meals	200	59	142
Per Diem	721	573	148
Fuel	933	740	193
Mileage	1,132	1,111	21
Other	3,536	3,064	472
Total	<u>77,856</u>	<u>75,586</u>	<u>2,270</u>

TAMPA ELECTRIC COMPANY
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Tampa Electric's Supplemental Review Summary

Binder Reference	Storm	Native/Foreign	Total Invoiced	Calculated Total Allowed	Calculated Total Disallowed
1	IRMA	Foreign	\$ 7,969,811.85		
2	IRMA	Foreign	\$ 3,960,568.28		
3	IRMA	Foreign	\$ 3,668,943.47		
4	IRMA	Foreign	\$ 3,177,007.30		
5	IRMA	Foreign	\$ 2,967,597.65		
6	IRMA	Foreign	\$ 2,569,533.76		
7	IRMA	Foreign	\$ 2,483,525.72		
8	IRMA	Foreign	\$ 2,475,019.28		
9	IRMA	Foreign	\$ 2,352,252.97		
10	IRMA	Foreign	\$ 1,900,262.60		
11	IRMA	Foreign	\$ 1,755,621.28		
12	IRMA	Foreign	\$ 1,733,284.75		
13	IRMA	Foreign	\$ 1,601,616.07		
14	IRMA	Native	\$ 1,410,009.62		
15	IRMA	Foreign	\$ 1,309,590.89		
16	IRMA	Foreign	\$ 1,252,041.55		
17	IRMA	Foreign	\$ 1,182,424.55		
18	IRMA	Foreign	\$ 1,148,005.14		
19	IRMA	Foreign	\$ 1,126,923.17		
20	IRMA	Foreign	\$ 1,100,990.25		
21	IRMA	Foreign	\$ 1,075,299.39		
22	IRMA	Foreign	\$ 1,026,362.75		
23	IRMA	Foreign	\$ 1,009,719.75		
24	IRMA	Foreign	\$ 976,165.37		
25	IRMA	Foreign	\$ 943,139.32		
26	IRMA	Foreign	\$ 939,824.28		
27	IRMA	Foreign	\$ 878,399.18		
28	IRMA	Foreign	\$ 785,470.91		
29	IRMA	Foreign	\$ 778,600.32		
30	IRMA	Foreign	\$ 698,263.36		
31	IRMA	Foreign	\$ 685,003.58		
32	IRMA	Native	\$ 681,480.94		
33	IRMA	Foreign	\$ 673,637.07		
34	IRMA	Foreign	\$ 653,136.70		
35	IRMA	Foreign	\$ 558,648.97		
36	IRMA	Foreign	\$ 548,406.00		
37	IRMA	Foreign	\$ 531,542.37		
38	IRMA	Foreign	\$ 517,842.59		
39	IRMA	Native	\$ 495,363.79		
40	IRMA	Native	\$ 486,486.89		
41	IRMA	Foreign	\$ 459,372.67		
42	IRMA	Foreign	\$ 439,765.45		
43	IRMA	Foreign	\$ 436,733.98		
44	IRMA	Foreign	\$ 421,839.66		
45	IRMA	Foreign	\$ 411,560.30		
46	IRMA	Foreign	\$ 401,392.13		
47	IRMA	Foreign	\$ 394,526.66		

Tampa Electric's Supplemental Review Summary

Binder Reference	Storm	Native/Foreign	Total Invoiced	Calculated Total Allowed	Calculated Total Disallowed
48	IRMA	Foreign	\$ 365,411.60		
49	IRMA	Foreign	\$ 365,101.89		
50	IRMA	Foreign	\$ 355,639.24		
51	IRMA	Foreign	\$ 336,077.96		
52	IRMA	Native	\$ 331,056.98		
53	IRMA	Foreign	\$ 329,115.15		
54	IRMA	Foreign	\$ 292,423.92		
55	IRMA	Native	\$ 280,818.46		
56	IRMA	Foreign	\$ 278,825.94		
57	IRMA	Foreign	\$ 239,235.88		
58	IRMA	Native	\$ 219,847.06		
59	IRMA	Foreign	\$ 214,819.31		
60	IRMA	Foreign	\$ 198,690.70		
61	IRMA	Foreign	\$ 191,910.96		
62	IRMA	Foreign	\$ 187,351.44		
63	IRMA	Foreign	\$ 180,525.74		
64	IRMA	Native	\$ 177,892.80		
65	IRMA	Native	\$ 166,447.50		
66	IRMA	Foreign	\$ 124,907.58		
67	IRMA	Foreign	\$ 119,895.70		
68	IRMA	Foreign	\$ 118,954.38		
69	IRMA	Foreign	\$ 113,350.99		
70	IRMA	Foreign	\$ 107,762.55		
71	IRMA	Native	\$ 95,957.70		
72	IRMA	Foreign	\$ 81,503.18		
73	IRMA	Native	\$ 75,925.27		
74	IRMA	Foreign	\$ 32,732.54		
75	IRMA	Native	\$ 8,724.57		
76	IRMA	Native	\$ 6,957.29		
77	IRMA	Native	\$ 4,307.76		
78	HERMINE	Native	\$ 1,141,514.73		
79	COLIN	Native	\$ 1,064,857.83		
80	HERMINE	Native	\$ 743,272.45		
81	HERMINE	Native	\$ 478,259.62		
82	ERIKA	Foreign	\$ 267,384.53		
83	HERMINE	Native	\$ 242,032.09		
84	MATTHEW	Native	\$ 224,805.76		
85	HERMINE	Native	\$ 216,049.90		
86	HERMINE	Native	\$ 215,875.95		
87	ERIKA	Foreign	\$ 196,918.64		
88	HERMINE	Foreign	\$ 187,388.66		
89	COLIN	Native	\$ 184,137.70		
90	HERMINE	Foreign	\$ 167,622.61		
91	HERMINE	Foreign	\$ 156,553.52		
92	HERMINE	Foreign	\$ 148,681.56		
93	HERMINE	Foreign	\$ 146,236.49		
94	COLIN	Native	\$ 141,644.27		

Tampa Electric's Supplemental Review Summary

Binder Reference	Storm	Native/Foreign	Total Invoiced	Calculated Total Allowed	Calculated Total Disallowed
95	COLIN	Native	\$ 141,151.24		
96	MATTHEW	Native	\$ 140,350.48		
97	HERMINE	Native	\$ 116,519.94		
98	MATTHEW	Native	\$ 113,911.60		
99	MATTHEW	Native	\$ 110,377.90		
100	COLIN	Native	\$ 98,029.86		
101	MATTHEW	Native	\$ 86,984.09		
102	ERIKA	Foreign	\$ 77,648.61		
103	ERIKA	Foreign	\$ 75,084.90		
104	COLIN	Native	\$ 67,309.57		
105	MATTHEW	Native	\$ 65,848.32		
106	MATTHEW	Native	\$ 64,860.75		
107	HERMINE	Foreign	\$ 38,797.56		
108	COLIN	Native	\$ 29,789.64		
109	HERMINE	Native	\$ 13,262.65		
110	COLIN	Native	\$ 7,440.13		
111	COLIN	Native	\$ 6,936.50		
112	COLIN	Native	\$ 3,748.24		
113	COLIN	Native	\$ 3,689.70		
114	ERIKA	Native	\$ 3,325.11		
115	HERMINE	Native	\$ 3,282.48		
116	HERMINE	Native	\$ 2,147.97		
117	ERIKA	Native	\$ 1,732.74		
118	HERMINE	Native	\$ 1,729.12		
119	COLIN	Native	\$ 1,574.33		
120	MATTHEW	Native	\$ 1,151.01		
121	MATTHEW	Native	\$ 555.66		
122	ERIKA	Native	\$ 398.46		
			\$ 77,856,061.44		

GRAND TOTAL CHECK

* Difference is due to currency conversion on NSPI and EUS.

Vendor Key

Binder Reference	Company	Storm	Native/Foreign	Total Invoiced	Calculated Total Allowed	Calculated Total Disallowed
26		IRMA	Foreign	\$ 939,824.28		
15		IRMA	Foreign	\$ 1,309,590.89		
107		HERMINE	Foreign	\$ 38,797.56		
90		HERMINE	Foreign	\$ 167,622.61		
2		IRMA	Foreign	\$ 3,960,568.28		
49		IRMA	Foreign	\$ 365,101.89		
102		ERIKA	Foreign	\$ 77,648.61		
17		IRMA	Foreign	\$ 1,182,424.55		
72		IRMA	Foreign	\$ 81,503.18		
18		IRMA	Foreign	\$ 1,148,005.14		
23		IRMA	Foreign	\$ 1,009,719.75		
53		IRMA	Foreign	\$ 329,115.15		
12		IRMA	Foreign	\$ 1,733,284.75		
85		HERMINE	Native	\$ 216,049.90		
98		MATTHEW	Native	\$ 113,911.60		
100		COLIN	Native	\$ 98,029.86		
5		IRMA	Foreign	\$ 2,967,597.65		
28		IRMA	Foreign	\$ 785,470.91		
34		IRMA	Foreign	\$ 653,136.70		
48		IRMA	Foreign	\$ 365,411.60		
8		IRMA	Foreign	\$ 2,475,019.28		
43		IRMA	Foreign	\$ 436,733.98		
52		IRMA	Native	\$ 331,056.98		
63		IRMA	Foreign	\$ 180,525.74		
50		IRMA	Foreign	\$ 355,639.24		
113		COLIN	Native	\$ 3,689.70		
116		HERMINE	Native	\$ 2,147.97		
121		MATTHEW	Native	\$ 555.66		
75		IRMA	Native	\$ 8,724.57		
31		IRMA	Foreign	\$ 685,003.58		
14		IRMA	Native	\$ 1,410,009.62		
81		HERMINE	Native	\$ 478,259.62		
89		COLIN	Native	\$ 184,137.70		
96		MATTHEW	Native	\$ 140,350.48		
114		ERIKA	Native	\$ 3,325.11		
13		IRMA	Foreign	\$ 1,601,616.07		
66		IRMA	Foreign	\$ 124,907.58		
54		IRMA	Foreign	\$ 292,423.92		
119		COLIN	Native	\$ 1,574.33		
120		MATTHEW	Native	\$ 1,151.01		
122		ERIKA	Native	\$ 398.46		
77		IRMA	Native	\$ 4,307.76		
115		HERMINE	Native	\$ 3,282.48		
103		ERIKA	Foreign	\$ 75,084.90		
59		IRMA	Foreign	\$ 214,819.31		
33		IRMA	Foreign	\$ 673,637.07		
51		IRMA	Foreign	\$ 336,077.96		

Vendor Key

Binder Reference	Company	Storm	Native/Foreign	Total Invoiced	Calculated Total Allowed	Calculated Total Disallowed
82		ERIKA	Foreign	\$ 267,384.53		
93		HERMINE	Foreign	\$ 146,236.49		
65		IRMA	Native	\$ 166,447.50		
110		COLIN	Native	\$ 7,440.13		
91		HERMINE	Foreign	\$ 156,553.52		
56		IRMA	Foreign	\$ 278,825.94		
3		IRMA	Foreign	\$ 3,668,943.47		
11		IRMA	Foreign	\$ 1,755,621.28		
70		IRMA	Foreign	\$ 107,762.55		
20		IRMA	Foreign	\$ 1,100,990.25		
71		IRMA	Native	\$ 95,957.70		
73		IRMA	Native	\$ 75,925.27		
27		IRMA	Foreign	\$ 878,399.18		
60		IRMA	Foreign	\$ 198,690.70		
67		IRMA	Foreign	\$ 119,895.70		
46		IRMA	Foreign	\$ 401,392.13		
88		HERMINE	Foreign	\$ 187,388.66		
7		IRMA	Foreign	\$ 2,483,525.72		
92		HERMINE	Foreign	\$ 148,681.56		
30		IRMA	Foreign	\$ 698,263.36		
16		IRMA	Foreign	\$ 1,252,041.55		
10		IRMA	Foreign	\$ 1,900,262.60		
42		IRMA	Foreign	\$ 439,765.45		
36		IRMA	Foreign	\$ 548,406.00		
22		IRMA	Foreign	\$ 1,026,362.75		
21		IRMA	Foreign	\$ 1,075,299.39		
44		IRMA	Foreign	\$ 421,839.66		
38		IRMA	Foreign	\$ 517,842.59		
61		IRMA	Foreign	\$ 191,910.96		
68		IRMA	Foreign	\$ 118,954.38		
80		HERMINE	Native	\$ 743,272.45		
95		COLIN	Native	\$ 141,151.24		
101		MATTHEW	Native	\$ 86,984.09		
87		ERIKA	Foreign	\$ 196,918.64		
41		IRMA	Foreign	\$ 459,372.67		
58		IRMA	Native	\$ 219,847.06		
86		HERMINE	Native	\$ 215,875.95		
104		COLIN	Native	\$ 67,309.57		
106		MATTHEW	Native	\$ 64,860.75		
32		IRMA	Native	\$ 681,480.94		
45		IRMA	Foreign	\$ 411,560.30		
35		IRMA	Foreign	\$ 558,648.97		
37		IRMA	Foreign	\$ 531,542.37		
78		HERMINE	Native	\$ 1,141,514.73		
79		COLIN	Native	\$ 1,064,857.83		
84		MATTHEW	Native	\$ 224,805.76		
9		IRMA	Foreign	\$ 2,352,252.97		

Vendor Key

Binder Reference	Company	Storm	Native/Foreign	Total Invoiced	Calculated Total Allowed	Calculated Total Disallowed
39		IRMA	Native	\$ 495,363.79		
1		IRMA	Foreign	\$ 7,969,811.85		
83		HERMINE	Native	\$ 242,032.09		
94		COLIN	Native	\$ 141,644.27		
117		ERIKA	Native	\$ 1,732.74		
99		MATTHEW	Native	\$ 110,377.90		
112		COLIN	Native	\$ 3,748.24		
118		HERMINE	Native	\$ 1,729.12		
76		IRMA	Native	\$ 6,957.29		
4		IRMA	Foreign	\$ 3,177,007.30		
29		IRMA	Foreign	\$ 778,600.32		
40		IRMA	Native	\$ 486,486.89		
57		IRMA	Foreign	\$ 239,235.88		
62		IRMA	Foreign	\$ 187,351.44		
55		IRMA	Native	\$ 280,818.46		
97		HERMINE	Native	\$ 116,519.94		
105		MATTHEW	Native	\$ 65,848.32		
108		COLIN	Native	\$ 29,789.64		
47		IRMA	Foreign	\$ 394,526.66		
64		IRMA	Native	\$ 177,892.80		
109		HERMINE	Native	\$ 13,262.65		
111		COLIN	Native	\$ 6,936.50		
69		IRMA	Foreign	\$ 113,350.99		
74		IRMA	Foreign	\$ 32,732.54		
19		IRMA	Foreign	\$ 1,126,923.17		
24		IRMA	Foreign	\$ 976,165.37		
25		IRMA	Foreign	\$ 943,139.32		
6		IRMA	Foreign	\$ 2,569,533.76		
				\$ 77,856,061.44		

GRAND TOTAL CHECK

* Difference is due to currency conversion on NSPI and EUS.