

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for recovery of costs associated with named tropical systems during the 2018-2022 hurricane seasons and replenishment of storm reserve, by Tampa Electric Company.

DOCKET NO. 20230019-EI
ORDER NO. PSC-2024-0190-FOF-EI
ISSUED: June 13, 2024

The following Commissioners participated in the disposition of this matter:

MIKE LA ROSA, Chairman
ART GRAHAM
GARY F. CLARK
ANDREW GILES FAY
GABRIELLA PASSIDOMO

APPEARANCES:

J. JEFFRY WAHLEN, MALCOLM MEANS, and VIRGINIA PONDER, ESQUIRES, Ausley McMullen, Post Office Box 391, Tallahassee, Florida 32302
On behalf of Tampa Electric Company (TECO).

WALT TRIERWEILER, Public Counsel, CHARLES REHWINKEL, and MARY WESSLING, ESQUIRES, Office of Public Counsel, c/o The Florida Legislature, 111 W. Madison Street, Room 812, Tallahassee, Florida 32399
On behalf of the Office of Public Counsel (OPC).

STEPHANIE U. EATON, ESQUIRE, Spilman, Thomas & Battle, PLLC, 110 Oakwood Drive, Suite 500, Winston-Salem, North Carolina 27103
On behalf of Walmart, Inc. (Walmart).

DERRICK PRICE WILLIAMSON and STEVEN W. LEE, ESQUIRES, Spilman, Thomas & Battle, PLLC, 1100 Bent Creek Blvd., Suite 101, Mechanicsburg, Pennsylvania 17050
On behalf of Walmart, Inc. (Walmart).

MAJOR R. THOMPSON and RYAN P. SANDY, ESQUIRES, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399
On behalf of the Florida Public Service Commission (Staff).

MARY ANNE HELTON, ESQUIRE, Deputy General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399
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Florida Public Service Commission General Counsel

ORDER APPROVING TAMPA ELECTRIC COMPANY'S PETITION FOR RECOVERY OF COSTS ASSOCIATED WITH NAMED TROPICAL SYSTEMS AND DENYING WALMART'S MOTION FOR RECONSIDERATION

BY THE COMMISSION:

Background

On January 23, 2023, pursuant to Rules 28-106.201 and 25-6.0143, Florida Administrative Code (F.A.C.), Tampa Electric Company (TECO or Utility) filed its Petition for Recovery of Costs Associated with Named Tropical Systems During the 2018-2022 Hurricane Seasons and Replenishment of Storm Reserve with actual incremental storm costs for the 2018 through 2021 storm seasons and estimated incremental storm costs for the 2022 storm season. We approved TECO's interim storm restoration charge on March 27, 2023, subject to final true-up.¹

On August 16, 2023, TECO filed a Supplemental Petition to update the total storm restoration costs to include updated accrued costs and to propose a modified recovery period. On September 29, 2023, TECO filed a Petition for Approval of Actual Storm Restoration Costs Associated with Named Tropical Systems During the 2018-2022 Hurricane Seasons and Associated True-Up Mechanism on September 29, 2023, updating the estimated costs for the 2022 to actual costs and providing the required documentation of actual recoverable storm costs and to propose a final true-up mechanism for the Interim Storm Restoration Charge.

A Prehearing Conference was held in this docket on April 24, 2024, and Prehearing Order No. PSC-2024-0137-PHO-EI was issued on April 26, 2024. Among the rulings reflected in the Prehearing Order was the striking of Walmart's proposed Issue A: "Should any cost recovery approved in this docket be recovered from demand-metered customers through the demand charge?" Having heard the parties' arguments, the Prehearing Officer struck Issue A, finding that TECO's 2021 Settlement Agreement² provides that the storm damage recovery that is at issue in this proceeding shall be made with the rate design and cost allocation methods approved in the agreement. As the issue was resolved by the 2021 Settlement Agreement, Walmart's issue was found to be inappropriate in this proceeding. In keeping with this ruling, the Prehearing Officer excluded the prefiled testimony of Walmart's witness Lisa V. Perry, together with supporting exhibits LVP-1 and LVP-2, which supported Walmart's position on Contested

¹ Order No. PSC-2023-0116-PCO-EI, issued March 27, 2023, in this docket.

² Order No. PSC-2021-0423-S-EI, issued November 10, 2021, in Docket Nos. 20210034-EI, *In re: Petition for rate increase by Tampa Electric Company* and 20200264-EI, *In re: Petition for approval of 2020 depreciation and dismantlement study and capital recovery schedules, by Tampa Electric Company* (p. 35-36).

Issue A. With the exclusion of Walmart's witness testimony and exhibits, TECO's prefiled testimony of its witness Jordan M. Williams, which rebutted Walmart's witness, was also excluded.

On April 30, 2024, Walmart filed a Motion for Reconsideration of the striking of its Issue A and the testimony and exhibits of witness Perry. As set forth below, the Motion for Reconsideration was taken up as a preliminary matter at the May 1, 2024 hearing. Having heard oral argument by the parties, Walmart's Motion for Reconsideration was denied by the full Commission, as set forth below.

Also at the final hearing on May 1, 2024, the prefiled testimonies of Chip Whitworth and Richard Latta on behalf of TECO and Carl Vinson and Ron Mavrides on behalf of Commission staff were admitted into the record along with exhibits 1 through 3 and 6 through 14.

The parties proposed Type 1 or Type 2 stipulations on all issues. A Type 1 stipulation occurs on an issue where the utility and intervenors agree on the resolution of the issue. A Type 2 stipulation³ occurs on an issue when the utility and staff, or the utility and at least one party adversarial to the utility, agree on the resolution of the issue and the remaining parties (including staff if they do not join in the agreement) do not object to the Commission relying on the agreed language to resolve that issue in a final order. As set forth below, at the May 1, 2024 hearing, we voted to approve all of the stipulations set forth below, thereby resolving all outstanding issues for each party in this docket.

We have jurisdiction over this matter pursuant to Sections 366.04, 366.05, 366.06, and 366.076, Florida Statutes (F.S.).

Decision

1. Denial of Walmart's Motion for Reconsideration

Law

The appropriate standard of review for reconsideration of a Commission order is whether the motion identifies a point of fact or law that the Commission overlooked or failed to consider in rendering the order under review. *See Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So. 2d 315 (Fla. 1974); *Diamond Cab Co. v. King*, 146 So. 2d 889 (Fla. 1962); and *Pingree v. Quaintance*, 394 So. 2d 162 (Fla. 1st DCA 1981). It is not appropriate to reargue matters that have already been considered. *Sherwood v. State*, 111 So. 2d 96 (Fla. 3d DCA 1959) (citing *State*

³ The Office of Public Counsel's (OPC's) position on each Type 2 stipulation is as follows:

OPC takes no position on these issues, nor does it have the burden of proof related to them. As such, the OPC represents that it will not contest or oppose the Commission taking action approving a proposed stipulation between the utility and another party or staff as a final resolution of the issue. No person is authorized to state that the OPC is a participant in, or party to, a stipulation on these issues, either in this docket, in an order of the Commission or in a representation to a Court

ex. rel. Jaytex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958)). Furthermore, a motion for reconsideration should not be granted “based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review.” *Stewart Bonded Warehouse, Inc.*, 294 So. 2d at 317.

Walmart’s Motion for Reconsideration

In its Motion for Reconsideration, Walmart argues that the Prehearing Officer overlooked the parties’ intent when interpreting TECO’s 2021 Settlement Agreement. Walmart contends that as a signatory to the 2021 Settlement Agreement, it is not precluded from participating in any proceedings and opposing the amount of TECO’s claimed storm costs.⁴ The 2021 Settlement Agreement states:

The Parties to this 2021 Agreement are not precluded from participating in any such proceedings and opposing the amount of Tampa Electric’s claimed costs (for example, and without limitation, on grounds that such claimed costs were not reasonable or were not prudently incurred) or whether the proposed recovery is consistent with this Paragraph [], but not the mechanism agreed to herein.

Specifically, Walmart interprets this language to allow Walmart to challenge the amount of TECO’s costs charged to demand-metered customers via energy charges. Walmart alleges that the Prehearing Officer made a mistake of fact or law in failing to ascertain the parties’ intent in interpreting ambiguous language from a contract. Moreover, Walmart highlights the fact that none of the signatories to the 2021 Settlement Agreement challenged Walmart’s ability to raise its proposed issue, which demonstrates that the proposed issue does not violate the terms of the agreement. Consequently, Walmart requests that we reconsider the striking of Contested Issue A.⁵

Analysis and Conclusion

We have held that a mistake of fact or law standard applies to reconsideration by the Commission of a Prehearing Officer’s order.⁶ The Prehearing Officer is the procedural

⁴ Order No. PSC-2021-0423-S-EI, at p. 36.

⁵ Walmart also requested the Commission reconsider the Type 2 Stipulation to Issue 13. However, at the hearing, the parties acknowledged reconsideration was not necessary. TECO provided amended language to Issue 13 which resulted in a Type 2 Stipulation between the parties as detailed in section 2 of this Order. Consequently, the only remaining issue raised by Walmart’s Motion for Reconsideration is Contested Issue A.

⁶ See Order No. PSC-2016-0231-FOF-EI, issued June 10, 2016, in Docket No. 20160021-EI, *In re: Petition for rate increase by Florida Power & Light Company*; Order No. PSC-2002-1442-FOF-EI, issued October 21, 2002, in Docket Nos. 20020262-EI, *In re: Petition to Determine Need for an Electrical Power Plant in Martin County by Florida Power & Light Company* and 20020263-EI, *In re: Petition to Determine Need for an Electrical Power Plant in Manatee County by Florida Power & Light Company*; Order No. PSC-2001-2021-FOF-TL, issued October 9, 2001, in Docket No. 19960786A-TL, *In re: Consideration of BellSouth Telecommunications, Inc.’s entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996*; Order No. PSC-1997-0098-FOF-EU, issued January 27, 1997, in Docket No. 19930885-EU, *In re: Petition to Resolve territorial dispute with Gulf Coast Electric Cooperative, Inc. by Gulf Power Company*; Order No. PSC-1996-0133-FOF-EI, issued

administrator of a hearing-track case. They rule on motions and procedural matters and conduct prehearing conferences, prior to referral of such cases to the Commission for final decision. Pursuant to Rule 28-106.211, F.A.C., the Prehearing Officer may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive determination of all aspects of the case.

At the Prehearing, staff recommended to strike Contested Issue A as it was settled and controlled by the 2021 Settlement Agreement. Walmart disagreed and noted that, in its interpretation, “the gist of the settlement agreement does allow the signatories of the settlement agreement to contest the charges.” The Prehearing Officer, having heard all argument, ruled against Walmart and struck Contested Issue A.

In its Motion for Reconsideration, Walmart repeats the same arguments, noting that Walmart interprets the 2021 Settlement Agreement “to allow participation . . . to address the amount of TECO’s costs charged to demand-metered customers via energy charges.” This is fundamentally the same argument raised by Walmart and considered by the Prehearing Officer at the Prehearing Conference.

Walmart also alleges that staff’s recommendation to strike Contested Issue A at the Prehearing Conference is untimely. Walmart contends that staff raised its objection to Walmart’s issue more than a year after Walmart filed comments in the docket file addressing its position on the topic of Issue A.⁷ However, the Order Establishing Procedure⁸ in this docket allows staff to take no position on pending issues, up to and even after the Prehearing Conference. Further, one of the purposes of the Prehearing Conference is for parties to contest the wording of issues, or to argue whether issues are even appropriate or relevant to the hearing. The timing of staff’s recommendation to strike Issue A is not a mistake of fact or law that the Prehearing Officer overlooked.

Because Walmart failed to demonstrate a mistake of fact or law made in the striking of its issue and associated testimony and exhibits, Walmart’s Motion for Reconsideration is denied.

2. Approval of Stipulations

The stipulations proposed by the parties are the result of negotiations between TECO, OPC, and Walmart and benefit TECO’s customers by establishing an ongoing, continuous storm restoration process improvement plan that results in current and future customers only paying for prudent, cost-effective storm restoration costs incurred due to extreme weather events. Therefore, we approve the following stipulations as being in the public interest and supported by the evidence entered at the hearing.

January 29, 1996, in Docket No. 19950110-EI, *In re: Standard offer contract for the purchase of firm capacity and energy from a qualifying facility between Panda-Kathleen, L.P., and Florida Power Corporation.*

⁷ See Document No. 02058-2023.

⁸ Order No. PSC-2023-0309-PCO-EI, issued October 17, 2023, in Docket No. 20230019-EI.

ISSUE 1: Should the incremental cost and capitalization approach (ICCA) found in Rule 25-6.0143, F.A.C., be used to determine the reasonable and prudent amounts to be included in the restoration costs?

Type 1: Yes. The Commission should find that the company complied with the rule.

ISSUE 2: Have the terms of TECO's 2019 Stipulation and Settlement, approved by Order No. PSC-2019-0234-AS-EI, issued June 14, 2019, been complied with? If not, why not?

Type 1: Yes. The Commission should find that the company complied with the 2019 Stipulation and Settlement.

ISSUE 3: What is the reasonable and prudent amount of regular payroll expense to be included in the restoration costs?

Type 1: The Commission should approve \$3,281,788.00 as the reasonable and prudent amount of regular payroll expense to be included in the restoration costs.

ISSUE 4: What is the reasonable and prudent amount of overtime payroll expense to be included in the restoration costs?

Type 1: The Commission should approve \$6,832,831.08 as the reasonable and prudent amount of overtime payroll expense to be included in the restoration costs.

ISSUE 5: What is the reasonable and prudent amount of contractor costs to be included in the restoration costs?

Type 1: The Commission should approve \$90,569,291.92 as the reasonable and prudent amount of contractor costs to be included in the restoration costs. This amount is slightly lower than the previously reported amount of \$90,852,788.61 because a few final invoices came in slightly lower than the accrued expense amounts.

ISSUE 6: What is the reasonable and prudent amount of vegetation and line clearing costs to be included in the restoration costs?

Type 1: The Commission should approve \$10,884,426.12 as the reasonable and prudent amount of vegetation and line clearing costs to be included in the restoration costs.

ISSUE 7: What is the reasonable and prudent amount of employee expenses to be included in the restoration costs?

Type 1: Zero. Tampa Electric did not request recovery of Tampa Electric employee expenses.

ISSUE 8: What is the reasonable and prudent amount of materials and supplies expense to be included in the restoration costs?

Type 1: Zero. Tampa Electric did not request recovery of materials and supplies expenses.

ISSUE 9: What is the reasonable and prudent amount of logistics costs to be included in the restoration costs?

Type 1: The Commission should approve \$18,893,127.42 as the reasonable and prudent amount of logistics costs to be included in the restoration costs. There are additional costs related to interest income, examination costs, and ARCOS (GPS tracking technology) implementation costs totaling \$3,592,865.25; \$381,000; and \$397,518.04 respectively.

ISSUE 10: What is the reasonable and prudent total amount of costs to be included in the restoration costs?

Type 1: The Commission should approve \$134,832,847.83 as the reasonable and prudent total amount of costs to be included in the restoration costs. This is \$266,249.88 lower than the total presented in witness Latta's testimony of \$135,099,097.71. This change is because of final invoice payments and adjustments to accrued interest income based on the current month's Commercial Paper interest rate. As of March 31, 2024, all invoices relevant to this docket have been processed.

ISSUE 11: What is the reasonable and prudent amount of storm-related costs that should be capitalized?

Type 1: The Commission should approve \$4,799,217.43 as the reasonable and prudent amount of storm-related costs that should be capitalized.

ISSUE 12: What is the appropriate accounting treatment associated with any storm costs found to have been imprudently incurred?

Type 1: The accounting treatment for any storm costs found to be imprudently incurred, and initially posted to the storm reserve, is to remove the charge from the reserve and post the charge to the company's applicable O&M account, or capital as identified; however, the current total restoration cost presented in this docket does not contain any imprudently incurred costs.

ISSUE 13: If applicable, how should any under-recovery or over-recovery be handled?

Type 2: Any under-recovery will be recovered through an adjustment to the energy conservation cost recovery clause. Any over-recovery will be refunded through a

clause billed on an energy basis, such as the fuel clause or the environmental clause.

ISSUE B: What additional storm restoration process improvements should Tampa Electric follow in future storms?

Type 2: In addition to the process improvements in Tampa Electric's 2019 Storm Cost Settlement Agreement, Tampa Electric also agrees to follow the additional process improvements described in Attachment A to this Order.

ISSUE 14: Should this docket be closed?

Type 1: No. This docket should remain open so the company can file supplemental testimony comparing the final recoverable storm costs approved by the Commission with the actual revenues from the Interim Storm Restoration Charge and calculating the resulting excess or shortfall, so that the true-up amount can be recovered from or credited to the energy conservation cost recovery clause or disposed of in some other manner as approved by the Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the findings set forth in the body of this order, and Attachment A hereto, are hereby approved. It is further

ORDERED that Walmart's Motion for Reconsideration with respect to the striking of its Issue A and the testimony and exhibits of witness Lisa V. Perry is denied, as set forth herein. It is further

ORDERED that this docket shall remain open so Tampa Electric Company can file supplemental testimony comparing the final recoverable storm costs we approved with the actual revenues from the Interim Storm Restoration Charge and calculating the resulting excess or shortfall, so that the true-up amount can be recovered from or credited to the energy conservation cost recovery clause or disposed of in some other manner as approved by this Commission.

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By ORDER of the Florida Public Service Commission this 13th day of June, 2024.



ADAM J. TEITZMAN

Commission Clerk

Florida Public Service Commission

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Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

MRT

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter denying Walmart's request for reconsideration may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

Any party adversely affected by the Commission's final action in this matter may request:

- 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or
- 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

Attachment A
Tampa Electric Company's Prehearing Statement
Ongoing, Continuous Storm Restoration Process Improvements

Tampa Electric Company's ("Tampa Electric" or the "company") 2019 Storm Cost Settlement Agreement includes several "Future Process Improvements" covering a broad range of storm cost recovery issues, including: (1) contracting and vendor engagement; (2) travel and work policies; (3) cost documentation; (4) auditing and regulatory recovery processes; and (5) a methodology for determining incremental costs. *See* Order No. PSC-2019-0234-AS-EI, issued June 14, 2019 in Docket No. 20170271-EI.

Since that time, Tampa Electric has continued to document lessons learned from storm restoration efforts and has as a part of the ongoing, continuous improvement process implemented several additional process improvements.

Tampa Electric commits that it will continue to apply the 2019 storm process improvements, as well as the additional new process improvements listed below, whenever such implementation does not interfere with safe, timely, and cost-effective restoration of service following a storm, and that they will remain in effect until modified by an order of the Florida Public Service Commission. The company will meet with OPC to evaluate the company's storm restoration processes in the first quarter of 2025 and every two years thereafter.

1. **Lodging Procurement and Tracking.** Tampa Electric retained a third-party booking agency that provides a disaster lodging service for emergency lodging needs. This agency provides and books accommodations according to requesters' specific needs, utilizing their extensive and detailed database of lodging vendors and pre-negotiated contracts. They can identify vendors' specific capabilities such as emergency power, parking, food, and laundry services. Additionally, their booking software platform can track detailed information about acquired lodging and utilization rates to help identify unused accommodation to inform decision making. After the emergency, they provide comprehensive invoice tracking and payment support to quickly resolve payment to vendors.
2. **Storm Surge Damage Mitigation.** Tampa Electric developed a new process to anticipate and mitigate storm surge damage by working with Tampa Electric's weather partners, including the National Weather Service ("NWS") and a Florida-based meteorologist. Tampa Electric is the first utility in Florida to be recognized as a "Storm Ready" partner, allowing access to NWS weather data and forecasts. Additionally, Tampa Electric contracted with a Florida based meteorologist to enhance our understanding and interpretation of weather data as it relates to our local geographic conditions. Being able to anticipate the damage more accurately to underground

electrical equipment will allow Tampa Electric to better estimate the correct number of external resources required to help restore this equipment.

3. **Base Camp Staging Model.** Tampa Electric maintains contracts with several vendors that supply turn-key emergency accommodations including lodging, meals, sanitation and transportation management. These base camps can be rapidly deployed (usually within 24 hours) to staging sites post-storm and mitigate the company's storm recovery personnel needs.
4. **Eliminating Delays.** Tampa Electric began pre-staging crews in nearby locations, allowing the company to utilize responding crews in the working hours immediately following the passage of storm conditions, even before local staging sites are completely set up.
5. **Distribution Control Center (DCC) Process Changes.** In storm response scenarios, Tampa Electric transitions control from the central DCC to the company's various service areas. One lesson learned was to reduce the transition time from DCC control to service area control, which results in less down time for field personnel and faster restoration of service.
6. **"Cut and Clear" Improvements.** The company improved the locked-out circuit isolation process ("cut-and-clear") by creating a mobile app to transmit faster updates from the field and for easier tracking of work. Re-energizing distribution circuits that have been locked out as quickly as possible after a storm provides one of the greatest values in restoring service to customers. Getting clear and faster updates through a mobile app ensures that this process is carried out without delays.
7. **Improved Outage Detection.** The company improved the detection of outages by having streetlights turned on as soon as restoration begins.
8. **Improved DCC and Service Area Communications.** Tampa Electric implemented multiple process changes to eliminate confusion and miscommunication between the DCC and Service Area Restoration teams. The DCC and the service area restoration teams are the two most critical areas during storm restoration. Clear and up-to-date communications are vital for a successful restoration effort.
9. **Circuit Reconfiguration Logs.** Performing overnight work reduces the overall time to restore service to all customers, but poor communication of work performed overnight to the daytime crews can result in delays. Consequently, the company implemented the use of "abnormal switching logs" in the Advanced Distribution Management System ("ADMS") to communicate circuit reconfigurations performed overnight by the DCC to the service area restoration teams. This helps ensure clear communication of the overnight work to the day crews and eliminates potential delays.
10. **New Safety Measures.** Tampa Electric added steps to reduce the safety risk to field personnel while performing circuit isolation work, such as opening the terminal pole switch and adding "men at work" pole wrap. These steps were added as extra safety

measures in addition to steps that were already in place. Given the large amount of field personnel working during storm restoration, adding several layers of protection shows Tampa Electric's commitment to the company's highest objective: "Safety of life shall outweigh all other considerations."

11. **Additional Distribution System Operators.** The company added more Distribution System Operators and assigned two per affected service area. This eliminated the need to train personnel who were not familiar with ADMS/CAD on how to update ADMS when field restoration is complete. The result is a quicker update of customer outage counts and more accurate estimated times of restoration ("ETR") reflected in the customer-facing outage map. The company believes communications with our customers are just as important as internal communications, and these changes ensure that we communicate outages and ETRs to our customers during the times when they need such information the most.
12. **Retaining Some Foreign Crews in Partial Incident Command Structure ("ICS").** Tampa Electric determined that retaining a small contingent of foreign crews following the transition to partial ICS can help quickly restore the remaining small pockets of outages (secondary, service, etc.). It takes longer to find and fix these smaller outages, and having more crews reduces the time it takes to conduct this effort.
13. **Additional Documentation for Foreign Line Crews.** Tampa Electric added specific terms and conditions to the rate schedule template that is provided to and completed by the foreign companies. In addition, a "Storm Restoration Documentation and Other Requirements" document and an initial email that outlines requirements are provided to each foreign company when they are secured. These measures ensure invoiced costs are fair and meet the requirements of the Storm Cost Settlement Agreement.
14. **Foreign Line Crew Rate Schedules.** Tampa Electric now collects storm rate schedules prior to storm season that identify agreed-upon rates with the foreign contractor. The company has compiled 59 such schedules to date. These schedules are ranked by cost from lowest cost to highest, and if Tampa Electric directly secures foreign contractors, the list is contacted in that order. If a foreign contractor is assigned to Tampa Electric by the SEE, the list is used to determine which companies may be released from restoration first.
15. **Foreign Company "Tracker" Files.** During and after restoration, the Resource Management team updates a "Tracker" file that documents contacts, headcounts, dates, and other pertinent information by foreign company so that Tampa Electric can ensure that all required information needed for proper billing has been collected.
Foreign Line Crew Composition Review. Before foreign companies are approved to deploy, Tampa Electric now examines rosters provided by the foreign companies immediately after they are secured to ensure that the distribution crew make-ups are no more than four team members per crew (to ensure fair invoicing), and that the crews

have at least two line workers and a hot apprentice (minimum standard to safely perform work).

In addition to these process improvements that are already in place, Tampa Electric also identified two additional improvements that the company commits to implement in future storms:

1. **Standardized Rate Schedules.** Tampa Electric currently implements a standardized rate schedule for contracts with line restoration crews. The company also commits to negotiate for and implement standardized rate schedules for contracts with vegetation management crews in future storms.
2. **Formalized Exception Reports.** To better implement Section II.A of the Future Process Improvements in the 2019 Storm Cost Settlement Agreement, Tampa Electric will formally document all exceptions to standardized requirements that have been communicated to foreign companies.