

DOCUMENT NO. 09876-2017

1 FPSC - COMMISSION CLERK BEFORE THE
2 FLORIDA PUBLIC SERVICE COMMISSION

2

In the Matter of:

3

DOCKET NO. 20170210-EI

4

PETITION FOR LIMITED
5 PROCEEDING TO APPROVE 2017
6 AMENDED AND RESTATED
7 STIPULATION AND SETTLEMENT
8 AGREEMENT, BY TAMPA ELECTRIC
9 COMPANY.

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11 PROCEEDINGS: HEARING

12 COMMISSIONERS
13 PARTICIPATING:

CHAIRMAN JULIE I. BROWN
COMMISSIONER ART GRAHAM
COMMISSIONER RONALD A. BRISÉ
COMMISSIONER DONALD J. POLMANN
COMMISSIONER GARY F. CLARK

15

DATE: Monday, November 6, 2017

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TIME: Commenced at 1:00 p.m.
17 Concluded at 1:53 p.m.

18

PLACE: Betty Easley Conference Center
Room 148
19 4075 Esplanade Way
20 Tallahassee, Florida

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REPORTED BY: DANA W. REEVES

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1 APPEARANCES:

2 JAMES D. BEASLEY, J. JEFFRY WAHLEN, ASHLEY M.
3 DANIELS, ESQUIRES, Ausley & McMullen, Post Office Box
4 391, Tallahassee, Florida 32302, appearing on behalf of
5 Tampa Electric Company.

6 J.R. KELLY, PUBLIC COUNSEL; CHARLES REHWINKEL,
7 DEPUTY PUBLIC COUNSEL, Office of Public Counsel, c/o the
8 Florida Legislature, 111 W. Madison Street, Room 812,
9 Tallahassee, Florida 32399-1400, appearing on behalf of
10 the Citizens of the State of Florida.

11 JON C. MOYLE, JR., ESQUIRE, KAREN PUTNAL,
12 ESQUIRE, Moyle Law Firm, P.A., 118 North Gadsden Street,
13 Tallahassee, Florida 32301, appearing on behalf of
14 Florida Industrial Power Users Group.

15 ROBERT SCHEFFEL WRIGHT and JOHN T. LaVIA, III,
16 ESQUIRES, Gardner Law Firm, 1300 Thomaswood Drive,
17 Tallahassee, Florida 32308, appearing on behalf of the
18 Florida Retail Federation.

19 SUZANNE BROWNLESS, ESQUIRES, FPSC General
20 Counsel's Office, 2540 Shumard Oak Boulevard,
21 Tallahassee, Florida 32399-0850, appearing on behalf of
22 the Florida Public Service Commission Staff.

23 KEITH HETRICK, GENERAL COUNSEL; MARY ANNE HELTON,
24 FPSC General Counsel's Office, 2540 Shumard Oak
25 Boulevard, Tallahassee, Florida 32399-0850.

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EXHIBITS

NUMBER:		ID.	ADMTD.
1.	Comprehensive Exhibit List As identified on the	7	7
2.	Comprehensive Exhibit List As identified on the	7	28
3.	Comprehensive Exhibit List As identified on the	7	28
4.	Comprehensive Exhibit List As identified on the	7	28

1 P R O C E E D I N G S

2 CHAIRMAN BROWN: Good afternoon, everyone.
3 Thank you. Today is November 6th, 2017, and I'd
4 like to welcome you all to TECO settlement hearing
5 in 20170210-EI. I'd like to convene this hearing
6 to order.

7 And, with that, staff, could you please read
8 the notice?

9 MS. BROWNLESS: Yes, ma'am. By notice issued
10 October 18th, 2017, this time and place has been
11 set for hearing in Docket No. 20170210-EI. The
12 purpose of this hearing is set out in the notice.

13 CHAIRMAN BROWN: Thank you. And, with that,
14 we'll start with taking appearances starting from
15 my left with Tampa Electric.

16 MR. WAHLEN: Good morning -- or good
17 afternoon, Commissioners. I'm Jeff Wahlen
18 appearing with Jim Beasley. We're both of the --
19 with the Ausley McMullen Law Firm on behalf of
20 Tampa Electric Company.

21 CHAIRMAN BROWN: Thank you. Office of Public
22 Counsel.

23 MR. REHWINKEL: Yes. Good morning, Madam
24 Chairman and Commissioners. Charles J. Rehwinkel.
25 J.R. Kelly and Virginia Ponder on behalf of the

1 citizens of Florida.

2 CHAIRMAN BROWN: Thank you. Florida Retail
3 Federation.

4 MR. WRIGHT: Thank you, Madam Chairman.
5 Robert Scheffel Wright and John T. LaVia, III,
6 Gardner Law Firm on behalf of the Retail
7 Federation.

8 CHAIRMAN BROWN: Thank you. FIPUG.

9 MS. PUTNAL: Thank you. Karen Putnal and Jon
10 Moyle on behalf of the Moyle Law Firm for Florida
11 Industrial Power Users Group.

12 CHAIRMAN BROWN: Thank you. And I will note
13 for the record, although staff will do that
14 momentarily, that FEA and HUA has been excused from
15 this proceeding. Staff.

16 MS. BROWNLESS: Thank you. Susan Brownless on
17 behalf of Commission staff.

18 MS. HELTON: Mary Ann Helton here as your
19 advisor. I'd also like to make an appearance for
20 your General Counsel, Keith Hetrick.

21 CHAIRMAN BROWN: Thank you. All right. So
22 obviously we have a few matters to address here
23 today, but let's get to any preliminary matters,
24 staff.

25 MS. BROWNLESS: Yes ma'am. As you just

1 mentioned, the Hospital Association and Federal
2 Executive Agencies have requested that they be
3 excused from today's hearing and the chair has
4 granted those requests. Carlos Aldazabal, Mark
5 Ward, James Rocha and Bill Ashburn will be
6 appearing as witnesses today on behalf of TECO as a
7 panel to answer any questions the Commission may
8 have.

9 CHAIRMAN BROWN: Great. All right. Let's
10 talk about marking exhibits.

11 MS. BROWNLESS: Yes, ma'am. Staff has
12 prepared a Comprehensive Exhibit List, which
13 includes TECO's position for limited proceeding to
14 approve the 2017 amended and restated stipulation
15 and settlement agreement, the 2017 amended and
16 restated settlement agreement and staff data
17 request responses. The list has been provided to
18 the parties, Commissioners and to the court
19 reporter. Staff requests at this time that the
20 list be marked as Exhibit No. 1.

21 CHAIRMAN BROWN: Thank you. We will go ahead
22 and do that at this time. And also, staff, I do
23 want to thank you for compiling such a thorough
24 book for us to have well in advance of this
25 proceeding, including all of the staff discovery

1 responses. It was very helpful.

2 MS. BROWNLESS: Thank you.

3 (Whereupon, Exhibit No. 1 was marked for
4 identification.)

5 CHAIRMAN BROWN: All right. Let's get to the
6 moving the exhibits.

7 MS. BROWNLESS: Yes, ma'am. At this time
8 staff would request that Exhibit No. 1 be entered
9 into the record and all other exhibits be marked as
10 identified therein.

11 CHAIRMAN BROWN: Okay. Seeing no objection,
12 we will go ahead and enter into evidence Exhibit 1
13 and mark all other exhibits as identified.

14 (Whereupon, Exhibit No. 1 was entered into
15 evidence.)

16 (Whereupon, Exhibit Nos. 2-4 were marked for
17 identification.)

18 MS. BROWNLESS: And, at this time, there are
19 no further preliminary matters, ma'am.

20 CHAIRMAN BROWN: Okay. Thank you very much.
21 Let's get to the status -- actually, before that,
22 there are no other preliminary matters by the
23 parties? Seeing none.

24 Okay. We'll get into the status update of
25 where we are with regard to this proceeding.

1 MS. BROWNLESS: Thank you. We're here today
2 to discuss the merits of the 2017 amended and
3 restated stipulation and settlement agreement,
4 which we'll refer to as the 2017 agreement that was
5 filed by Tampa Electric Company on September 27th,
6 2017. The 2017 agreement is the comprehensive
7 settlement that extends and modifies provisions in
8 TECO's 2013 stipulation and settlement agreement
9 dated September 8th of 2013.

10 The 2017 agreement pertains to matters
11 affecting the fuel and purchase power cost recovery
12 clause. That's docket 20170001-EI. The energy
13 conservation cost recovery clause, Docket No.
14 20170002-EG; and TECO's request for an asset
15 optimization mechanism, Docket No. 20160160-EI, as
16 well as matters not addressed in any other pending
17 docket before the Commission.

18 The 2017 agreement specifies adjustments to
19 base rates and establishes processes by which TECO
20 may seek approval to adjust base rates for certain
21 projects. The 2017 agreement includes a 10.25
22 percent return on equity. TECO is also authorized
23 to file separate limited proceedings, petitions to
24 recover costs associated with up to 600 megawatts
25 of solar generation installed from 2018 to 2022,

1 with a cost cap of \$1,500 per KWac.

2 Docket No. 2016160-EI is the asset
3 optimization mechanism proposed in this agreement,
4 as well. The 2017 agreement, if approved, would
5 result in increased credits for standby generator
6 customers and other credits, beginning with the
7 first billing cycle of January 2018. All other
8 customers' rates will be increased beginning
9 September 2018 to reflect the installation of the
10 first tranche of SoBRA projects.

11 CHAIRMAN BROWN: Okay. Thank you for that
12 status update. We will move into opening
13 statements. And pursuant to the procedural order,
14 each party has been allotted eight minutes.
15 However, please do not feel free to use all of
16 those eight minutes if you do not feel necessary.

17 But we will start with Tampa Electric, Mr.
18 Jeffry Wahlen.

19 MR. WAHLEN: Thank you, Chairman Brown.
20 Gordon Gillette, the company president, is here.
21 He's going to make a brief statement at the
22 beginning and then I'll follow up with the opening
23 statement.

24 CHAIRMAN BROWN: Sounds good.

25 MR. GILLETTE: Thank you, Jeff. On behalf of

1 Tampa Electric, I want to thank the consumer
2 parties and the staff for their work on negotiating
3 and reviewing this agreement. The agreement before
4 you is the product of a lengthy, detailed and
5 spirited negotiation between the parties with all
6 of the parties that were parties to our 2013
7 settlement -- rate case settlement. It took over
8 10 months to negotiate and felt at times like a
9 traditional rate case. We produced thousands of
10 documents, Public Counsel visited our offices in
11 Tampa where they reviewed documents and questioned
12 subject matter experts.

13 We believe the agreement represents a fair
14 compromise between the competing viewpoints of the
15 parties and, most importantly, we believe it's the
16 best solution for our customers. Taking advantage
17 of the current federal income tax credits on solar
18 and providing 600 megawatts of zero fuel costs,
19 zero carbon-emitting solar for cost-effectively
20 serving six to seven percent of our energy
21 requirements and eight percent of our summer peak
22 demand, the highest proportion of any
23 investor-owned utility in Florida.

24 This is a landmark agreement for our company
25 and our customers and it's a huge landmark for me,

1 as well, personally. This morning I announced my
2 retirement effective at the end of this month at
3 Tampa Electric after 36 years of service. The
4 first time I sat over there was in 1984 as a
5 back-up for the PURPA cogeneration rulemaking
6 hearing. All of my career I've been involved, in
7 one way or another, with regulatory matters before
8 this Commission. I have deep respect for the
9 institution of Florida Public Service Commission
10 and the work that the Office of Public Counsel and
11 the consumer parties do. We have much to be proud
12 up as Floridians in our regulatory process, and
13 below-the-national-average rates in the State of
14 Florida are some of the most important.

15 I see a bright future for Tampa Electric
16 Company and our customers and I'm proud to have
17 spent my 36 years in a great state working for a
18 great company and working on behalf of our
19 customers with all of you, and I'm very proud of
20 the team that's going to be taking questions today.
21 Thank you.

22 CHAIRMAN BROWN: Thank you.

23 MR. WAHLEN: Thank you, Commissioners. The
24 agreement before you for approval does several
25 important things. First, and I think significant

1 for the customers, except for limited increases
2 related to solar, the agreement prevents the
3 company from requesting general base rate increases
4 that would be effective before January 1, 2022, or
5 about four years.

6 Second, as you've heard, it continues and
7 advances Tampa Electric Company's long-standing
8 commitment to clean energy by replacing the
9 generation base rate adjustment mechanism in the
10 2013 stipulation, the GBRA with a solar base rate
11 adjustment mechanism, which we call the SoBRA.

12 The SoBRA mechanism, as you've heard, will
13 allow the company to build up to 600 megawatts of
14 solar generation with what we believe are modest
15 rate increases, at the same time keeping customer
16 rates fair, just and reasonable. The SoBRA
17 mechanism includes a strict cost-effectiveness test
18 and a \$1,500-per-kilowatt AC-installed cost cap
19 which protects customers and which, as you've
20 heard, is the lowest cost cap recently presented to
21 the Commission.

22 The SoBRA encourages the company to build
23 solar below the cost cap, requires periodic
24 reporting, and ensures that the parties will have a
25 full opportunity to review the company's solar

1 costs. The SoBRA will reduce the company's
2 exposure to financial and other risks associated
3 with burning carbon-based fuels, and because the
4 fuel cost of solar generation is zero, it will
5 provide an important measure of price stability for
6 customers.

7 The agreement also allows the company to take
8 advantage of the soon-to-expire solar investment
9 tax credit, which will reduce the effective cost of
10 solar generation for the benefit of customers.

11 The agreement protects customers if federal
12 tax reform occurs, and that is a protection that
13 would not occur without the agreement. It includes
14 an asset optimization mechanism that will encourage
15 the company to be innovative and share the benefits
16 of innovation with customers.

17 Many of the provisions in the 2017 agreement
18 are the same, or essentially the same, as our 2013
19 stipulation. Those include return on equity,
20 equity ratio, the economic development rate rider,
21 the provisions on clause recovery, storm damage
22 cost recovery and the provisions on earnings. The
23 agreement includes other important components
24 including maintaining the existing depreciation
25 rates, even if the company begins taking steps to

1 retire coal-fire-generating assets, a provision
2 that includes a moratorium on financial hedging of
3 natural gas and investments in natural gas reserves
4 through 2022, and consumer protections in the area
5 of wholesale sales.

6 The company's 2013 stipulation is set to
7 expire on December 31st, so the alternative to the
8 2017 agreement before you today would have been a
9 time-consuming and expensive general rate case. If
10 the company had filed a rate case, the rate
11 increase would have been much higher than the
12 modest increases in the agreement.

13 We believe that the 2017 agreement promotes
14 certainty and predictability and both of those
15 things are good for customers and the company. We
16 know of no disputed issues of material fact and all
17 of the parties from our rate case are on board.
18 Those parties represent all of the customer classes
19 served by the company.

20 The agreement is a package deal. Each of its
21 provisions has been carefully negotiated. Tampa
22 Electric believes, and the consumer parties agree,
23 that the 2017 agreement taken as a whole is in the
24 public interest, and should be approved as
25 presented without modification. When the time

1 comes we have a panel of experts available to
2 answer your questions and once your answers --
3 questions have been answered, we believe the 2017
4 agreement will be ripe for a bench decision and
5 respectfully request that you approve it. Thank
6 you very much.

7 CHAIRMAN BROWN: Thank you very much, Mr.
8 Wahlen. Before we move to Office of Public
9 Counsel, I do just want to take a moment of
10 personal privilege to commend Mr. Gillette for his
11 nearly-four decades of service to Tampa Electric,
12 but also to the community of Tampa Bay. Been a
13 very active civic leader over these years and, you
14 knew, you've really grown TECO over the years.
15 You've dealt with a variety of issues and I commend
16 you for your service and I know without a doubt
17 that the next chapter in your life will be very,
18 very fulfilling and look forward to seeing you in
19 Tampa Bay.

20 MR. GILLETTE: Thank you, Madam Chair.

21 CHAIRMAN BROWN: All right. With that, Office
22 of Public Counsel.

23 MR. REHWINKEL: Thank you, Madam Chair.
24 Charles Rehwinkel, Deputy Public Counsel. The
25 Office of Public Counsel supports the stipulation

1 as being fair to all customers and in the public
2 interest. Like with the Duke settlement that was
3 approved by you less than two weeks ago, this
4 process started in late 2016 with preliminary
5 conversations about how to avoid a rate case at the
6 conclusion of the 2013 agreement on December 31,
7 2017. After some preliminary discussions in
8 January of this year, the OPC agreed to explore a
9 continuation of the 2013 agreement with the
10 understanding that Tampa Electric would grant
11 unprecedented access to the Public Counsel and to
12 an expert of our choosing.

13 The OPC engaged Marshal Willis, a CPA with
14 over 30 years experience in this area, to lead our
15 analysis. Several rounds of discovery were
16 conducted over many weeks that turned into months
17 of analysis and sometimes difficult discussions
18 that included multiple additional rounds of
19 informal requests plus a two-day discovery meeting
20 that was held in Tampa. Numerous sessions were
21 held between the Public Counsel and at times other
22 parties and the company where revenue requirements
23 and budget adjustments were discussed and
24 negotiated. Tampa Electric made individuals from
25 all areas of the company available to us, including

1 the highest executive levels and executives from
2 the parent. Our level of access was unprecedented,
3 demonstrated a commitment by the company to meet
4 the Public Counsel's needs, and in some cases our
5 demands, and this was ultimately helpful in making
6 us comfortable that the revenue requirements and
7 stay-out period were reasonable.

8 In the end, the Public Counsel and the parties
9 agreed to no general base rate increase and to the
10 ability of Tampa Electric Company to make modest
11 but transformative cost-effective utility-scale
12 solar generation additions at the lowest-capped
13 price among the three major Florida utilities with
14 similar solar-generation clauses.

15 The capped cost also comes with two layers of
16 incentives to keep or drive costs lower and with
17 significant commitment by Tampa Electric to install
18 the highest-efficiency solar units available. An
19 additional four-year stay-out provision, a more
20 customer-friendly asset-optimization provision, in
21 addition to a tax reform provision, very similar to
22 the recently-approved Duke tax provision, were also
23 negotiated in lieu of -- and this is important --
24 in our view that the near-certainty of a base rate
25 case that could have been targeted for as early as

1 sometime in 2018 and which could have imposed
2 significantly greater costs on the customers and
3 delayed the company's efforts to begin to
4 materially transition itself away from the current
5 level of reliance on fossil generation and away
6 from the potential for increased environmental
7 compliance costs in the near- and long-term.

8 The OPC is confident that this agreement
9 before you today is far superior to a litigated
10 outcome that would likely have resulted from a
11 nearly-inevitable Tampa Electric base rate
12 proceeding that would have followed the expiration
13 of the current agreement. We ask you to approve
14 this agreement as being in the public interest.

15 And I would like to also take time to, on
16 behalf of J.R. Kelly and the office and myself,
17 thank Gordon Gillette for his leadership. His
18 presence at the very end of this process made this
19 work. Mr. Gillette made a very difficult personal
20 family commitment sacrifice to come to Tallahassee
21 for a meeting that went late at night. At the end
22 of that meeting we thought we were not going to get
23 a deal done, but that meeting was a breakthrough
24 and the next day by phone we finished this deal and
25 it was all, I think, due to his leadership. So we

1 thank him and thank the company.

2 CHAIRMAN BROWN: Thank you, Mr. Rehwinkel.

3 You sure have been a very busy man. Thank you.

4 Moving on to Florida Retail Federation. Mr.
5 Wright.

6 MR. WRIGHT: Thank you, Madam Chairman. Like
7 the others, I would like to thank everyone involved
8 here. I'd like to thank the company for working
9 really hard in these spirited discussions and I
10 want to echo and reiterate what Charles just said
11 in thanking Gordon Gillette for his personal
12 involvement. It really made a huge difference in
13 the dynamic and substantive progress of these
14 negotiations, which I liked Gordon's word, were
15 quite spirited, but they were really good. They
16 were good, candid, frank and obviously they got us
17 here.

18 I'd like to thank all the other parties,
19 including those who aren't with us today, for
20 rolling up our sleeves and making this work out.
21 Similarly, I'd like to thank your staff for their
22 diligent processing of this and asking a lot of
23 data requests and keeping after us, and thank you
24 all for getting this process so expeditiously.

25 I'm really glad to be back here again on

1 another settlement that the Florida Retail
2 Federation very gladly and wholeheartedly joins in.
3 The Retail Federation has more than 8,000 members
4 in the state, many of them in Tampa Electric
5 service areas, from the largest big box stores and
6 grocery stores to thousands of mom and pops and
7 we're glad to be represented. We're glad to be
8 here and glad we're able to get to this result.

9 Among the real benefits of this agreement are
10 they provide rate certainty and predictability for
11 all Tampa Electric's customers for the next four
12 years. This is a big deal. This is a good thing.
13 It provides meaningful additional solar generation
14 for Tampa Electric, for Tampa Electric's customers
15 and for the State of Florida. The 600 megawatts --
16 550, 600 -- I think they're going to satisfy the
17 incentive to get them to the 600. I expect that.
18 The 600 megawatts moves the needle. It's a good
19 thing. And then incentive provisions in this
20 agreement are the best that I've seen yet. You may
21 know I used to be an economist so I think about
22 incentives a lot. These are good incentives and
23 they will incent the company to do the right thing
24 and get the lowest cost results.

25 The storm provisions are similar to those in

1 the existing agreement. They are fair and
2 reasonable and appropriate. The federal tax reform
3 provisions are likewise sound and protect
4 customers.

5 All in all, this is a fair, just and
6 reasonable settlement, resulting in fair, just,
7 reasonable and predictable rates for Tampa Electric
8 and its customers for the next four years.

9 And, again, reiterating my congratulations to
10 Gordon on his retirement. We would support this
11 agreement. We do support this agreement and urge
12 you to approve it. Thanks very much.

13 CHAIRMAN BROWN: Thank you. And I do know
14 that some of the parties here have statements to
15 read by the excused parties and we will do that
16 following Ms. Putnal's opening.

17 Ms. Putnal.

18 MS. PUTNAL: Thank you, Madam Chairman. FIPUG
19 would first like to thank Tampa Electric and the
20 other parties to this proceeding for the
21 professionalism displayed during the settlement
22 negotiations. FIPUG would ask the Commission to
23 act favorably on the settlement agreement. The
24 four-year term provides certainty and stability for
25 FIPUG members and TECO customers. The agreement is

1 fair. It is in public interest and should be
2 approved.

3 FIPUG would also like to express and recognize
4 Mr. Gillette for his many years of service to the
5 community. Thank you.

6 CHAIRMAN BROWN: Thank you. With that, we
7 will go back to Mr. Rehwinkel who I believe has a
8 statement to read of the hospitals.

9 MR. REHWINKEL: Yes, Madam Chairman. I'm
10 going to be reading this as if I was Ken Wiseman,
11 counsel for the West Central Florida Hospital
12 Utility Alliance. He had an unavoidable conflict
13 with a client. He very much wanted to be here
14 today and since he could not be he asked me to read
15 this statement to indicate their full support.

16 The West Central Florida Hospital Utility
17 Alliance is an ad hoc group of hospitals that
18 joined together in Tampa Electric's 2013 rate case
19 to further the interest of Tampa area hospitals in
20 receiving reliable electric service at reasonable
21 cost-justified rates. For convenience in these
22 comments, I'll refer to the alliance as HUA.

23 As you're aware, Tampa Electric's last rate
24 case was resolved by a settlement that set rates
25 through the last billing cycle of this year. HUA

1 actively was involved in negotiation of and was a
2 party to that settlement. Under that settlement,
3 Tampa Electric has the right to seek an increase in
4 base rates to be effective the first billing cycle
5 of 2018.

6 Rather than initiating a rate case proceeding,
7 which you know can be a long, costly, contentious
8 undertaking, Tampa Electric convened meetings with
9 the Office of Public Counsel and the other parties
10 to the 2013 settlement to try to agree upon
11 prospective rates and avoid litigation. Those
12 meetings included parties representing major
13 customer groups on Tampa Electric's system --
14 residential, small commercial, large commercial and
15 industrial class customers. Over a course of a
16 number of months, Tampa Electric shared with the
17 parties data to enable them to formulate their
18 positions and assess the terms being discussed
19 against potential litigated outcomes. The
20 settlement reflects compromises on the part of all
21 parties.

22 The hospitals that compromise -- that comprise
23 HUA are a large -- are large commercial customers.
24 Hospitals occupy a unique position in terms of the
25 extent to which and the manner in which they take

1 service from Tampa Electric in terms of their
2 economic presence in the greater Tampa area, and
3 most obviously in terms of the services they
4 provide to the community.

5 Hospitals play a vital economic role in the
6 greater Tampa area. Three of the top 20 employers
7 in Hillsborough County are hospitals. Those three
8 hospitals alone employ more than 26,000 employees.
9 Overall, hospitals in Hillsborough County employ
10 more than 82,500 people and in 2015 contributed
11 more than seven billion dollars to the local
12 economy.

13 You obviously are aware that hospitals also
14 make a contribution to the community that could be
15 viewed as far more important than their financial
16 contribution. Hospitals in Hillsborough County
17 admitted over 136,000 patients in 2016. Among
18 those patients are individuals and families without
19 access to private physicians who use hospital
20 emergency rooms for primary care. Not all of those
21 patients have insurance or are covered by Medicare
22 or Medicaid, and insurance and government
23 reimbursements do not necessarily cover all costs.

24 The American Hospital Association reported
25 that in 2015, nationally, Medicaid and Medicare

1 failed to reimburse hospitals for actual costs of
2 treating beneficiaries by 57.8 billion dollars.
3 The Florida Agency for Health Care Administration
4 reported that in 2016 Hillsborough County hospitals
5 alone provided almost two billion dollars in care
6 under Medicaid, and charity care of almost
7 33 million dollars.

8 Given this context, it is very important that
9 hospitals control their costs. Hospitals are
10 likely among the highest load factor customers on
11 Tampa Electric's system because they operate their
12 facilities 24/7. Electricity costs, therefore,
13 represent a significant portion of hospital's O&M
14 expenses. As a result, it is particularly
15 important for hospitals to control their electric
16 bills.

17 At the same time, HUA recognizes that Tampa
18 Electric has to provide reliable service.
19 Hospitals' need for reliable electric service was
20 highlighted by the most-recent hurricane season.
21 HUA's participation in Tampa Electric's rate
22 proceeding is aimed at achieving these dual
23 considerations: Assuring cost justified rates and
24 reliability.

25 HUA supports the proposed settlement because

1 it produces results that are consistent with these
2 considerations. It provides rate stability and
3 certainty for the next four years by continuing
4 Tampa Electric's base rates in effect December 31,
5 2017 until at least December 31, 2021, subject to
6 an agreement that allows Tampa Electric to invest
7 in and recover the cost of up to 600 megawatts of
8 cost-effective solar facilities that meet
9 specifications described in the settlement over the
10 four-year term of the settlement.

11 While the settling parties hope that Tampa
12 Electric doesn't experience significant storm
13 damages, the proposed settlement also provides
14 Tampa Electric a vehicle to recover storm costs on
15 an interim basis and to collect amounts to enable
16 it to financially restore its system in the event
17 of storm damages.

18 At the same time, the settlement protects
19 ratepayers' rights to challenge Tampa Electric's
20 costs if, for example, they believe the costs Tampa
21 Electric claims for storm damages are not
22 reasonable or are not prudently incurred.

23 As a whole, HUA believes these features of the
24 proposed settlement benefit all Tampa Electric
25 customers. HUA urges the Commission to approve the

1 settlement.

2 Thank you. That concludes my reading --

3 CHAIRMAN BROWN: Thank you, Mr. Wiseman. It
4 sure does sound like a lot more than Mr. Wiseman
5 would say in person, but I'm happy to allow that
6 here.

7 Ms. Putnal.

8 MS. PUTNAL: Thank you. The Federal Executive
9 Agencies has authorized Moyle Law Firm to state
10 that they support the proposed Tampa Electric
11 settlement agreement. FEA represents MacDill Air
12 Force Base and other federal facilities in the
13 Tampa Bay area, and they believe the settlement is
14 in the best interest of their interests as well as
15 the public. Thank you.

16 CHAIRMAN BROWN: Thank you. All right. And
17 thank you, parties, for those opening statements.

18 Now moving on, pursuant to the notice that was
19 issued on October 18, 2017, this particular time
20 right now has been set aside to take public
21 testimony from customers of Tampa Electric. And my
22 understanding is that there are no customers right
23 now who are present to provide public testimony. I
24 just want to confirm that. Is there anybody in the
25 room and audience that would like to address the

1 Commission on the proposed settlement agreement,
2 other than the witnesses? Okay. Seeing none.

3 So I will go ahead and swear in all persons
4 who are presenting on behalf of TECO today in this
5 settlement agreement. My understanding is that
6 there are four individuals, is that correct, Tampa
7 Electric, four?

8 MR. WAHLEN: That's correct.

9 CHAIRMAN BROWN: All right. If you could
10 please stand and raise your right hand with me.

11 (Witnesses sworn en masse.)

12 CHAIRMAN BROWN: Thank you. With that, if you
13 would like, please come and be seated up here at
14 the witness stand. And we'll just move into a few
15 other additional matters before we get to the panel
16 of witnesses. Notably we'll move to exhibits.

17 MS. BROWNLESS: Yes, ma'am. The staff would
18 now seek to enter into the record the settlement
19 agreement and data requests that have been
20 identified on Comprehensive Exhibit List as
21 Exhibits No. 2 through 4.

22 CHAIRMAN BROWN: Okay. Seeing no objection
23 from any of the parties, we will go ahead and move
24 in Exhibits 2 through 4.

25 (Whereupon, Exhibit Nos. 2 - 4 were entered

1 into evidence.)

2 MS. BROWNLESS: Thank you.

3 CHAIRMAN BROWN: All right. Now, Tampa
4 Electric, could you please state for the record
5 each of the witnesses' role and their area of
6 expertise as it pertains to the settlement
7 agreement and introduce them?

8 MR. WAHLEN: Yes, ma'am. I'd be happy to.
9 We're very pleased today to have four of our
10 subject-matter experts. When I call their names,
11 perhaps they can just wave briefly.

12 Our first is Mark Ward. Mark is our director
13 of renewable energy. He is familiar with the
14 company's plans to build solar, how much it's going
15 to cost, how the cost cap works, those sorts of
16 things.

17 Our second witness is Jim Rocha. He is the
18 director of generation asset strategy. He is
19 available to answer questions about the revenue
20 requirement and cost-effectiveness test in the
21 agreement.

22 Bill Ashburn, who has been here a few times
23 before, is our director of pricing and financial
24 analysis. He is familiar with and can talk about
25 the effect of the settlement on consumer rates, any

1 rate design questions, any cost-of-service
2 questions.

3 And, finally, our managing director of
4 regulatory affairs, Carlos Aldazabal, is here.
5 He's batting in the clean-up hole and will be
6 available to answer any questions that anybody else
7 can't answer.

8 CHAIRMAN BROWN: Thank you very much for that
9 overview here. Commissioners, the witnesses are
10 available for questions. This settlement agreement
11 is approximately 30 pages. A lot of it is based on
12 SoBRA issues, but I will open up questions here
13 from the bench on any issues that you see fit.

14 So, with that, any questions, Commissioners,
15 of the witnesses? Commissioner -- yes.
16 Commissioner Polmann.

17 COMMISSIONER POLMANN: Thank you, Madam Chair.
18 I'm not exactly sure who this question goes to so I
19 apologize. I'll just put that out there. Do you
20 have the settlement agreement before you? I'm
21 looking at page five in the section for customer
22 rates. And in section A at the top of the page --
23 actually, it will be those first several sections,
24 A, B, C. And the indication there is that under
25 this agreement in paragraph A, the general base

1 rates will be set and remain in effect from the end
2 of this calendar year through the end of 2021 and
3 then essentially until a general base rate
4 proceeding. Under paragraph B, the utility may not
5 petition until 2022 and -- but then there is a
6 condition in paragraph C that the base rate can
7 change as provided with regard to SoBRA or the
8 Federal Income Tax Reform. Now, these paragraphs
9 deal with general base rates.

10 I would like to know, the customer bills, what
11 the customer sees on their bill, will that actually
12 stay the same as the base rates do not change, or
13 will the customer see changes for other reasons?

14 MR. ASHBURN: Thank you, Commissioner. I'm
15 Bill Ashburn. The settlement talks about base
16 rates. We have other rates that go on the bill,
17 for example, for fuel clause recovery and other
18 clause recovery charges. Those would be subject to
19 change over the term of the agreement. What this
20 talks about is that we wouldn't come in and change
21 the base rates that are currently in effect, as per
22 the last settlement agreement, other than as the
23 solar arrays are put into service and then it would
24 be a base rate adjustment, meaning the base rate
25 would change slightly as the solar goes in over the

1 term of the agreement.

2 COMMISSIONER POLMANN: Okay. Now, the clauses
3 are an annual. We deal with those annually, so --

4 MR. ASHBURN: Correct.

5 COMMISSIONER POLMANN: -- that may change.

6 And which of the clauses does the utility usually
7 come in, typically the fuel and then conservation
8 cost recovery? Is that -- do you have any others?

9 MR. ALDAZABAL: Yes. The environmental clause
10 and the capacity clause will also come in on an
11 annual basis.

12 COMMISSIONER POLMANN: Okay. So you have
13 multiple clauses. So there's an opportunity there
14 for an adjustment, even though it's not in a base
15 rate. It's in the clauses?

16 MR. ALDAZABAL: Yes, sir.

17 COMMISSIONER POLMANN: And then you haven't --
18 a table in here -- it's elsewhere. We'll come back
19 to that in a minute. For the implementation of the
20 solar there is an annual target, but each time you
21 implement a solar project -- I guess my question
22 would be, how frequently might there be a base rate
23 adjustment with regard to the solar implementation?

24 MR. ALDAZABAL: Our expectation is there's
25 going to be four different times based on that

1 table when we're going to come in asking for
2 different SoBRA -- solar base rate adjustments --
3 the first one being September 1st, 2018, but we
4 would have a filing prior to that implementation
5 demonstrating the cost-effectiveness of the SoBRA
6 with the estimated cost, and then we would true
7 that up subsequently once the actual costs were
8 available.

9 COMMISSIONER POLMANN: Okay. Thank you.

10 CHAIRMAN BROWN: Any other questions?

11 COMMISSIONER POLMANN: I have one additional.

12 CHAIRMAN BROWN: Sure. Go ahead.

13 COMMISSIONER POLMANN: Thank you. I'd like to
14 move to page ten in the agreement, and then I'm
15 going to refer back to the petition. So if we
16 could, let's look at page ten, and it carries over
17 to page 11, but this is under the solar base rate
18 adjustment at section -- paragraph C, the bottom of
19 page ten. This is right under the table that we
20 just alluded to. In the course of four years --
21 and this has been referred in the open remarks, the
22 600 megawatts in SoBRA, this actually indicates --
23 and as I mentioned I'll reflect back on the
24 petition -- in the table there's 600, but the last
25 sentence here, nothing in the agreement requires

1 Tampa Electric to build that capacity in any year,
2 referring to the table of these increments, or the
3 total. And hold that thought for a moment.

4 Now, if I look back in the petition to which
5 the settlement is attached, on page three of the
6 petition, at the top of page three, does SoBRA
7 mechanism allows -- are we there? Okay. Thank
8 you. The SoBRA mechanism allows the company to
9 install and receive cost recovery for the 600
10 megawatts of photovoltaic. And then was mentioned
11 earlier, when the projects are complete, about six
12 percent of Tampa Electric's energy will come from
13 the sun.

14 I think this is -- it's very exciting with the
15 600 megawatts. And we've heard a commitment here
16 today, and I really do appreciate that being
17 discussed here at this proceeding. There are a
18 number of mechanisms and there's an incentive. And
19 do you feel comfortable with this year-by-year lay
20 out and that structure -- and I don't want to
21 belabor the point and I'm not trying to turn that
22 around on you, but the agreement is not is not --
23 is not forcing the company. This is something that
24 you have good and valid reasons to move forward
25 with and you're committed to this.

1 MR. ALDAZABAL: Yes, Commissioner, that's a
2 great question and you're -- that's actually
3 somewhat of a consumer protection because that's
4 our goal to build the 600 megawatts, but before we
5 build each tranche we have to demonstrate that each
6 tranche is, in fact, cost-effective in order to
7 move forward. So that paragraph in there is really
8 for consumers to protect them from us building the
9 600 megawatts if they are, in fact, not
10 cost-effective. So that's the reason behind that
11 provision.

12 COMMISSIONER POLMANN: So each one of the
13 increments and, in fact, each project, has to meet
14 the cost-effectiveness goal and it requires
15 approval. Could you just touch on that approval
16 mechanism for the benefit of the public discussion
17 here? How exactly does that occur so that we're
18 clear on that?

19 MR. ALDAZABAL: Sure. It's very similar to
20 the same mechanism that's in the Duke agreement.
21 We would do an analysis with solar showing what the
22 cost for the consumers would be with the solar
23 projects and then an analysis without those solar
24 projects, and if the consumers benefit by having
25 solar, we would move forward. Essentially they

1 would have to demonstrate that they are, in fact,
2 cost-effective for customers, to build that solar
3 generation.

4 COMMISSIONER POLMANN: Okay. Very good. I
5 appreciate that explanation.

6 Thank you, Madam Chairman. That's all I have.

7 CHAIRMAN BROWN: Thank you. I do want to
8 touch on a few SoBRA issues, but first I want to
9 commend the company for working with the parties on
10 what I think is a really refined SoBRA process.
11 This is probably, my opinion, one of the most
12 thorough and elaborate laid-out processes for us to
13 consider for the next four years. I appreciate you
14 all spending a lot of time on it. I know we've had
15 the benefit of seeing a few of them before, but I
16 think we've really refined it in here and it really
17 incentivizes the utility to get the lowest cost for
18 solar for the customers. There's so many
19 safeguards in here. It's a very favorable
20 agreement for customers. That being said, just a
21 few clarification questions on the SoBRA element.

22 The two percent variation, I'm a little
23 confused by that. And I did read the discovery
24 response. I know it applies just for 2019. Can
25 you explain the reason behind it and maybe a little

1 bit more about that?

2 MR. ALDAZABAL: Sure. That is a unique
3 provision in our settlement agreement. As you
4 might expect, we're pretty far along in our
5 engineering and design of our solar projects and
6 that two percent is really to accommodate the ones
7 that we currently have on the drawing board. It's
8 not quite going to be 250 in the second tranche,
9 what we have right now, so that two percent
10 provision that allows us to move with the projects
11 that we currently have on hand and meet the
12 requirement of the SoBRA for that second tranche.

13 CHAIRMAN BROWN: Okay. That makes more sense.
14 And then like for to get -- for 21, there's a
15 provision in there that encourages the utility to
16 have costs below 1450 a KW. Why is it just for
17 2021? Is there just a negotiated term or any
18 rationale for that?

19 MR. ALDAZABAL: That is another consumer
20 protection. So if the first 400 tranches come in
21 below 1475 costs per KW, we would be able to build
22 that last 50 megawatts in SoBRA.

23 CHAIRMAN BROWN: Thank you. Two more
24 questions on the SoBRA. On page 20, subparagraph
25 6Q, as well as 6R. So for 6Q -- I read it ten

1 times and I just want to get a little bit of an
2 understanding of what this means for additional
3 solar capacity above the 600 megawatts under the
4 settlement agreement. Can you provide some
5 rationale?

6 MR. ALDAZABAL: Yes, Commissioner. Another
7 good question. The goal of this provision here is
8 to ensure that we try to structure the deals such
9 that we build the lowest-cost solar -- or SoBRA's
10 for the benefit of our retail ratepayers. If the
11 company decides to build additional solar
12 generation --

13 CHAIRMAN BROWN: Above the 600 megawatts?

14 MR. ALDAZABAL: -- above the 600 megawatts,
15 the lowest-cost solar generation would go for our
16 retail ratepayers.

17 CHAIRMAN BROWN: Thank you. And you have
18 already -- you've been in the process of
19 negotiating on any of these projects?

20 MR. WARD: Madam Commissioner, my name is Mark
21 Ward. I'm with Tampa Electric. We are in
22 negotiations for at least the first and second
23 tranches. Third and fourth we've got a little bit
24 of time, but we've already procured land. We've
25 procured PV modules for each of the 600 megawatts,

1 each of the projects. We have three developers
2 under limited notice to proceed so that they may
3 begin engineering and permitting on the sites, and
4 we're in the final stages of agreeing to our
5 engineering procurement and construction contracts.

6 CHAIRMAN BROWN: So for all projects you are
7 going to do a similar, like an RFP process?

8 MR. WARD: We went through an RFP process --
9 or an RFI process back in the spring. We provided
10 information and requests to over 60 companies that
11 had contacted us. We got 30 responses from that.
12 We narrowed down to a short list of three
13 developers. We went through a pricing exercise at
14 that point and saw that all three developers were
15 very competitive in their pricing, very similar.
16 So we divided those projects between the developers
17 and that makes up our 600 megawatts of SoBRA
18 projects.

19 CHAIRMAN BROWN: Thank you for that. And I
20 know Commissioners have a few more questions up
21 here, but more of a legal question. On the same
22 page -- and I don't know if Mr. Wahlen could
23 provide some elaboration on this, on 6R. It
24 just -- I just want to understand, does this
25 paragraph give the parties and maybe also any of

1 the intervenors here, does it give the parties the
2 right to challenge any aspect of the SoBRA or just
3 the cost-effectiveness in future proceedings?

4 MR. WAHLEN: Right. We're going to be filing
5 proceedings annually for approval of the tranches,
6 and in those proceedings each of the parties will
7 be able to intervene and challenge the costs and
8 the cost-effectiveness and anything about the SoBRA
9 under the agreement they can challenge.

10 CHAIRMAN BROWN: Again, I think there are a
11 lot of additional protections in this agreement.
12 It's very well-written. Lastly, on the solar
13 aspect, I noticed there isn't a battery storage
14 component in this, and I do think that this
15 agreement will transform Tampa Electric's solar
16 footprint expedientially. I mean, six percent of
17 the energy is going to be coming from solar.
18 That's huge. I'm just curious what Tampa Electric
19 is doing on the battery storage front.

20 MR. ALDAZABAL: Yes, Madam Chair. We are
21 currently working with USF on a battery storage
22 project. Nothing in this agreement precludes us
23 from pursuing battery storage, but right now it's
24 still in its infancy and we are working with USF,
25 and if something comes from that we will certainly

1 pursue that, as well.

2 CHAIRMAN BROWN: Yeah, I think it does. It
3 makes sense. Okay. I have one more. The AMI --
4 and then I'm done. The AMI meters that Tampa
5 Electric is pursuing, and that's a project, how
6 long is that project going to go on and when will
7 it be completed where all customers will have --

8 MR. ALDAZABAL: We've currently agreed to
9 start off on a pilot project where we're converting
10 about 2,500 AMI meters from AMR meters and we are
11 in the phases of planning the rollout of the AMI
12 meters. Right now our expectation is that it's
13 about a two-year -- two- to two-and-a-half-year
14 rollout and we're going to be starting that fairly
15 soon.

16 CHAIRMAN BROWN: Good. Very good. Is there
17 any other Smart Grid technology sensors, et cetera,
18 that Tampa Electric is going to be implementing
19 over the next four-year period?

20 MR. ALDAZABAL: We have a team of folks
21 looking at that. We have a project lead and
22 they're having weekly, if not sooner, meetings
23 discussing the various options with the AMI meters,
24 so, yes.

25 CHAIRMAN BROWN: Thanks. Commissioner Brise.

1 COMMISSIONER BRISE: Thank you, Madam Chair.
2 And question on the federal income tax reform
3 potential. And so if you can walk me through how
4 either end of the spectrum that the reform can end
5 up in would impact consumers?

6 MR. ALDAZABAL: Sure, Commissioner. If there
7 is a reduction in tax rates, which is the
8 most-recent proposal, it would translate to an
9 immediate benefit for consumers. The reduction in
10 the tax rate would essentially go back to consumers
11 immediately. If on the other hand we don't expect
12 this -- no one expects this, but if tax rates were
13 to increase, the impact of that increase would be
14 tied up on the balance sheet and addressed in a
15 future limited proceeding. So there is no downside
16 risk for consumers as a result of the tax reform as
17 a result of this agreement.

18 COMMISSIONER BRISE: And that's applicable
19 both for base rates and for the SoBRA?

20 MR. ALDAZABAL: Yes, sir.

21 COMMISSIONER BRISE: Thank you.

22 CHAIRMAN BROWN: All right. Commissioners,
23 any other questions? Seeing none.

24 If Commissioners do not have any other
25 questions right now --

1 MR. REHWINKEL: Madam Chairman.

2 CHAIRMAN BROWN: Yes.

3 MR. REHWINKEL: Would you allow me to provide
4 a supplemental answer to -- to Commissioner Polmann
5 on his initial question about paragraph three?

6 CHAIRMAN BROWN: Sure.

7 MR. REHWINKEL: Commissioner Polmann, as I was
8 listening to your question, you were asking about
9 base rates and then clauses and I just wanted to
10 point out that I think one of the values that the
11 customers see in the agreement is paragraph four,
12 which says that base rates are base rates and
13 clauses are clauses and the company has agreed that
14 they won't try to put into clauses costs that would
15 traditionally be recovered in base rates, and I
16 think that's an important thing -- an important
17 principle that goes to the questions you were
18 asking so we can be assured that base rates are
19 truly frozen and that things that go through the
20 clause are the things that normally go through the
21 clause.

22 And there's also a provision in here that's
23 also in the Duke agreement that says they can't
24 shift costs out of base rates and recover them
25 later. So those protections are in here and I

1 think they make the base rate freeze mean what it
2 means.

3 CHAIRMAN BROWN: Commissioner Polmann.

4 COMMISSIONER POLMANN: Thanks, Mr. Rehwinkel.
5 I appreciate that additional information.

6 CHAIRMAN BROWN: All right. So,
7 Commissioners, if there are no other questions we
8 are ripe to make a bench decision here today. And,
9 with that, I would entertain a motion.
10 Commissioner Brise.

11 COMMISSIONER BRISE: Thank you, Madam Chair.
12 Having reviewed the stipulation and settlement that
13 is before us, I think that it is in the public
14 interest, considering that it provides for rate
15 stability, certainty, and predictability over the
16 next four years. And so, therefore, ultimately it
17 is in the public interest, considering that it's
18 covering a wide range of issues that may not have
19 been able to have been covered during a traditional
20 rate case proceeding. It provides protections for
21 customers. It also grows the amount of solar, not
22 only within the state, but particularly in TECO's
23 footprint. It also addresses the hedging issue
24 that is -- continues to be an issue of importance
25 for consumers. There are protections with respect

1 to the tax reform that is, in conversation, right
2 now at the federal level. So, with all that in
3 mind, I think that this settlement is truly in the
4 public interest. So, with that, I move approval.

5 CHAIRMAN BROWN: Thank you, Commissioner
6 Brise. Is there a second?

7 COMMISSIONER POLMANN: Second.

8 CHAIRMAN BROWN: Is there further discussion?
9 Commissioner Polmann.

10 COMMISSIONER POLMANN: Thank you, Madam
11 Chairman. I'm very pleased that this includes all
12 of the customer groups and it's consistent with the
13 2013 settlement. So the fact that all the groups
14 have gotten together and continued to work together
15 in significant open discussion -- we've heard
16 substantive comments here in the opening remarks,
17 as well as supportive comments.

18 As -- I agree with Commissioner Brise's
19 remarks, support all of that. This does, in fact,
20 avoid the rate case expense for the utilities, for
21 all of the parties, for the Commission here, and
22 ultimately for the public. I see here a
23 meaningful, a very significant contribution to
24 solar power, continuing the development of that
25 source for Florida, I think, is key. I applaud

1 that. And coming in at the lower cost, we're
2 continuing to see through these ongoing efforts
3 among electric's' further reductions and costs, and
4 the inclusion of the incentive program is going to
5 continue to drive that further down. So on balance
6 I find this to be remarkably good forward-looking
7 and I also support this as being fair and
8 reasonable and look forward to moving forward with
9 this. Thank you, Madam Chairman.

10 CHAIRMAN BROWN: Thank you. Seeing no further
11 comments, all those in favor of the motion, signify
12 by saying aye.

13 (Chorus of ayes.)

14 CHAIRMAN BROWN: Opposed?

15 (No comments made.)

16 CHAIRMAN BROWN: Motion passes unanimously.

17 Thank you so much. Thank you for your wisdom
18 here in answering the questions, you guys. I don't
19 believe there are any other concluding matters.
20 With that -- there are obviously no briefs. And
21 so, if there are no other matters to be addressed,
22 seeing none, we stand adjourned. Thank you.

23 (Whereupon, the proceedings were concluded at

24 1:53 p.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, DANA W. REEVES, Professional Court Reporter, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript constitutes a true transcription of my notes of said proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 16th day of November, 2017.



DANA W. REEVES
NOTARY PUBLIC
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EXPIRES MARCH 22, 2020