Decision 16-06-025 June 9, 2016

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Consider Alternative-Fueled Vehicle Programs, Tariffs, and Policies.	Rulemaking 13-11-007 (Filed November 14-2013)
And Related Matter.	Application 14-04-014

DECISION GRANTING INTERVENOR COMPENSATION TO ENVIRONMENTAL DEFENSE FUND FOR SUBSTANTIAL CONTRIBUTION TO DECISION 16-01-045

Intervenor: Environmental Defense Fund	**For contribution to Decision (D.)** 16-01-045
Claimed: $143,614.00	**Awarded:** $142,592.50
Assigned Commissioner: Carla J. Peterman	**Assigned ALJ:** John S. Wong

PART I: PROCEDURAL

A. Brief description of Decision:	D. 16-01-045 does not adopt the Settlement Agreement entered into by San Diego Gas & Electric ("SDG&E") and multiple parties with regard to SDG&E's Vehicle Grid Integration (VGI) proposal seeking authorization to establish and implement a pilot program to integrate the charging of plug-in electric vehicles (PEVs) with the electric grid through the use of an hourly time-variant rate. The SDG&E proposed rate would incentivize electric vehicle (EV) owners in SDG&E's service territory to use energy during non-peak periods to charge their EVs, and to maximize the use of the energy generated from renewable sources of energy during the time of day when these resources are at peak production, which are usually at non-peak periods of energy demand. Under the original VGI proposal, SDG&E would deploy up to 550 EV site installations, and up to 5,500 EV charging stations, over a sign-up period of five years. These site installations and charging stations would be available for placement at site hosts, in return for an easement. The Decision provides an Alternative to the Settlement Agreement which, if accepted, would allow SDG&E to proceed with a VGI proposal. These alternative terms, referred to as the 2016 VGI Pilot Program, preserves many important elements of the original proposal but is a scaled down version. The 2016 VGI Pilot Program will have a budget of $45 million during the initial roll-out instead of $65 million, and will allow SDG&E to deploy and own approximately 350 EV site installations, or approximately 3,500 EV charging stations, during a sign-up period of approximately three years. Long term operations and maintenance costs are to be

	tracked in a separate memorandum account, and offset by participation payments. SDG&E is authorized to seek cost recovery for its future operations and maintenance expenditures in its future general rate case proceedings.

B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812:

	Intervenor	CPUC Verified
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference (PHC):	February 26, 2014 (See, Comment 1)	Verified.
2. Other specified date for NOI:		
3. Date NOI filed:	March 27, 2014	Verified.
4. Was the NOI timely filed?		Yes, Environmental Defense Fund timely filed the notice of intent to claim intervenor compensation.
Showing of customer or customer-related status (§ 1802(b)):		
5. Based on ALJ ruling issued in proceeding number:	R. 12-06-013	Verified.
6. Date of ALJ ruling:	February 25, 2013	Verified.
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer or customer-related status?		Yes, EDF demonstrated appropriate status.
Showing of "significant financial hardship" (§ 1802(g)):		
9. Based on ALJ ruling issued in proceeding number:	A. 14-11-003/ A.14-11-004	Verified.
10. Date of ALJ ruling:	April 1, 2015	Verified.
11. Based on another CPUC determination (specify):		
12. Has the Intervenor demonstrated significant financial hardship?		Yes, EDF has demonstrated a rebuttable presumption of significant financial

		hardship, as the April 1, 2015 Ruling issued within one year of the commencement of R.13-11-007.
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D. 16-01-045	Verified.
14. Date of issuance of Final Order or Decision:	February 4, 2016	Verified.
15. File date of compensation request:		March 29, 2016.
16. Was the request for compensation timely? Yes		Yes, EDF timely filed the request for intervenor compensation.

C. Additional Comments on Part I (use line reference # as appropriate):

#	Intervenor's Comment(s)	CPUC Discussion
1	EDF filed its Notice of Intent to Claim Intervenor Compensation (NOI) in R. 13-11-007 within thirty days of the Pre-hearing Conference. R. 13-11-007 was consolidated with A. 14-04-014 on September 29, 2014, making an NOI in that proceeding moot.	Agreed.

PART II: SUBSTANTIAL CONTRIBUTION

A. Did the Intervenor substantially contribute to the final decision (*see* § 1802(i), § 1803(a), and D.98-04-059).

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
EDF actively participated in the evidentiary and investigative portion of the proceeding and once Settlement Discussions advanced to fruition, EDF negotiated and	**3. Background of Proposed Settlement** As described in the Settlement Motion and the text of the Proposed Settlement, the Proposed Settlement is based on 11 Guiding Principles that are to guide the VGI program implementation, and the 16 modifications made to SDG&E's original VGI proposal. These Guiding Principles and the modifications are described in the "Settlement Agreement Provisions" section of the Proposed Settlement. The Guiding Principles are as	Verified. Environmental Defense Fund's representation of the terms of the settlement approved in D.16-01-045 is

entered the Proposed Settlement Agreement. EDF, along with the other Settling Parties, filed Opening and Reply Briefs advocating for the adoption of the Settlement Agreement. EDF continually advocated that the benefits of charging EVs in this manner will result in the following: (1) taking advantage of an abundance of solar and other zero-carbon energy on the grid; (2) enabling the smooth integration of increasing amounts of renewable energy while reducing reliance on GHG producing gas-fired resources to provide ramping services; and (3) using a price signal to ensure that load is effectively managed.	follows: 1. Must support the Governor's and California state goals to: achieve installation of grid-integrated infrastructure to support 1 million ZEVs by 2020; accelerate the adoption of 1.5 million ZEVs by 2025, and support clean air and climate change objectives; 2. Must be structured to provide net benefits to all ratepayers; 3. Must protect ratepayers by ensuring that assets continue to be used and useful; 4. Must provide EV drivers the opportunity to maximize fuel cost savings relative to conventional transportation fuels; 5. Must provide equitable deployment of services to all ratepayers, including statutory requirements and directives to serve disadvantaged communities and increase access to clean transportation; 6. Must provide customer choice; 7. Must support broad-based investment in EV charging equipment and services by public, private and utility entities and avoid anticompetitive impacts on the markets for EV charging equipment and related services; 8. Must incorporate learning-by-doing and make adjustments to the VGI pilot program as needed; 9. Must provide data to help inform state policy; 10. Must utilize rate design and load management practices to facilitate the integration of renewable energy resources, as well as deliver other grid benefits; and 11. Must align with SDG&E's Diversified Business Enterprise (DBE) goal of 40% and request subcontractors to provide proposals in support of the 40% goal. As part of the Proposed Settlement, the settling parties have agreed to 16 modifications to SDG&E's original	accurate and its description of its prior litigation positions is also accurate. Pursuant to (D.) 94-10-029, the Commission has discretion to award compensation to parties who participated in settlement agreements, when there is a finding that they made a substantial contribution to a decision. We find that Environmental Defense Fund's participation in the settlement made a substantial contribution to D.16-01-045.

	VGI proposal. According to the Proposed Settlement, these "modifications to SDG&E's proposal are desirable to incorporate the views of stakeholders and to support the Governor's 2020 grid-integrated infrastructure and 2025 vehicle deployment goals, as well as California's clean air and climate change objectives." (Proposed Settlement at 2.) These 16 modifications are summarized as follows: • The VGI facility site hosts will have the choice of two billing options: (1) the VGI rate offered directly to the PEV driver (VGI Rate-to-Driver); or (2) the VGI rate offered to the site host (VGI Rate-to-Host). • If the VGI facility site host opts to receive the VGI Rate-to-Host pricing plan, the site host or its selected vendor, will be required to submit to SDG&E the load management tactics it will implement at its VGI facility, including the incremental costs and equipment required to implement the load management tactics, the prices or fees that it intends to levy on VGI facility users, and any vehicle or EVSE communication systems necessary to implement the load management tactics. SDG&E recognizes that the site hosts on the VGI Rate-to-Host pricing plan may want the flexibility to change prices or fees over time. If a site host does not submit a load management plan that is consistent with the Guiding Principles, the site host will be ineligible to participate until SDG&E determines that the site host's load management plan is consistent with the Guiding Principles. If a VGI facility site host opts for the VGI Rate-to-Host pricing plan, the site usage patterns will be monitored (just as they would for a site host that opts for the VGI Rate-to-Driver pricing plan), as well as tracking of the site host determined prices or fees. • The VGI facility site hosts will choose EVSE and related services from a list of vendors prequalified by SDG&E to provide such services for the VGI program. SDG&E's VGI program does not include the installation of direct current (DC) fast charging equipment.	

	• SDG&E will assess a VGI program participation payment on VGI facility site hosts that elect to participate in the program. The participation payment is to be waived for VGI facilities located at sites in disadvantaged communities. SDG&E is to file for approval of the proposed participation payment with a Tier 2 advice letter, subject to protest by any party, after consulting with the VGI Program Advisory Council (PAC). In developing the proposed participation payment, factors that will be considered include, but are not limited, to the following: customer commitment, avoiding adverse impacts to deployment, total VGI facility cost, and customer segment. • After the first year of participation, the VGI facility site host shall have the annual option to switch VGI rate plans (i.e., the VGI Rate-to-Driver pricing plan or VGI Rate-to-Host pricing plan). In the event that the ownership of control of the VGI facility site changes, the new site host has the option to select a VGI rate plan, consistent with current utility tariff and billing practices. • Third party vendors of EVSE and services pre-qualified by SDG&E for the VGI program may offer and contract with the VGI facility site host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the VGI program. Specifically, such services may not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV driver or VGI facility site host to respond to the pricing signal of the VGI rate. The costs of these additional services will not be borne by the VGI program, unless they are complementary services necessary to support the VGI program objectives. As such, SDG&E will encourage discussions during the RFI process that allow vendors to explore the funding of innovative opportunities that may exceed the minimum implementation requirements of the VGI program, and have the potential to enhance and improve the grid-integration outcomes of the	

	VGI program overall. • The third party vendors pre-qualified by SDG&E for the VGI program, in coordination with SDG&E customer contact personnel, will market and sign-up potential VGI facility site hosts to participate in the VGI program in the two targeted customer segments of MUDs and workplaces, and in any other customer sub-segments identified in the Proposed Settlement (e.g., disadvantaged communities, and housing or sites that support car-sharing entities). Responses to the RFP should reflect this requirement. Competitively neutral descriptions of the VGI rate plans will be prepared by SDG&E and shall be used by third parties. Third parties shall be permitted to develop and utilize their own marketing materials at their own expense, consistent with and subject to SDG&E's co-branding policy and approval process. To create and maintain a positive customer experience with the VGI program, the third parties will be required to describe how they will share the initial and ongoing customer relationships with SDG&E and the VGI facility host and EV driver. Vendors will be permitted to contract directly with site hosts for services as long as these services do not interfere with the objectives of the VGI program. • SDG&E will solicit participation from multiple third parties to provide equipment, install, maintain and operate the VGI system in a manner consistent with SDG&E's supply management policy and procedures as outlined in Exhibit SDG&E-2 at 8. Construction, installation and maintenance contractors will have Electric Vehicle Infrastructure Training Program (EVITP) certification, and SDG&E will require that all construction, installation and maintenance of VGI facilities that is not performed by employees of SDG&E shall be performed by contractors signatory to the International Brotherhood of Electrical Workers (IBEW) who hold a valid C-10 contractor's licenses, as defined in the governing labor	

	agreement between SDG&E and the IBEW. • The VGI program will be included within SDG&E's companywide DBE goal of 40%. The RFP and contract will contain a DBE subcontracting plan, which requires the bidder/contractor to list its expected annual DBE spend and list any subcontractors it plans to use to achieve its DBE goal. Bidders will be requested to provide proposals in support of SDG&E's 40% goal. • At least 10% of the VGI facilities will be installed in disadvantaged communities as identified by the California Environmental Protection Agency's CalEnviroScreen tool developed pursuant to SB 535 (Stats. 2012, Ch. 830.) SDG&E will work with community based organizations (CBOs) to assist with education and outreach, as well as pre-qualifying and signing-up hosts for participation in the VGI program. In addition, SDG&E will: scale up deployment of VGI facilities at qualified locations above the 10% target (in line with the screening criteria identified in Exhibit SDG&E-2 at 7) to support accelerated EV adoption in disadvantaged communities; and complement and coordinate with federal, state, and locally funded programs, such as those being developed by the ARB pursuant to SB 1275 (Stats. 2014, Ch. 530), that are expected to grow the demand for EVs in disadvantaged communities, such as EV car-sharing services. • All contractors shall have hiring goals to support opportunities to increase hiring from disadvantaged communities, including first-source hiring and targeted-hiring goals for projects in disadvantaged communities. The PAC will also monitor and provide recommendations, including specific numerical targets for meeting hiring targets, to contractors or subcontractors associated with the increase of hiring from disadvantaged communities, including best practices for hiring. • SDG&E will solicit participation of a broad and diverse stakeholder advisory group	

	known as the PAC in planning and implementing the VGI program following its approval by the Commission. The PAC will include representatives from local and state government (including representation from the Energy Division), industry, labor and other stakeholder participants, ratepayer and environmental advocates, and representatives of disadvantaged communities. The details regarding the roles, responsibilities and frequency of meetings are described in Appendix A of the Proposed Settlement. • With guidance from the PAC, SDG&E will make program changes as needed during the course of the VGI program in line with the Guiding Principles. The settling parties recognize that certain changes may require filings that require Commission approval. Program changes will be made on an on-going basis, running concurrent with the VGI program, so as not to impact its overall progress. Data collection and program assessment criteria used to determine the need for any program change are identified in Exhibit SDG&E-6 at 35, and will be supplemented pursuant to the Proposed Settlement as described in Appendix B of the Proposed Settlement. Information will be provided to the PAC in a manner similar to SDG&E's Procurement Review Group. Data will be provided to the PAC and Commission to assess the need for program changes. • Metering at the EVSE level must be compatible with SDG&E billing and metering requirements (i.e., tolerances, accessibility, testability, and re-calibration, as needed), and/or submetering protocol if and as approved by the Energy Division. SDG&E reserves the right to make exceptions as conditions of the VGI program warrant. Minimum acceptable metering tolerance is anticipated to be 1% and if needed to meet meter testing and re-calibration requirements, removal (and replacement) of the entire EVSE will be acceptable. • The VGI bills will be sent directly to the	

	SDG&E EV driver receiving the VGI rate, or to the VGI facility site host receiving the VGI rate under the VGI Rate-to-Host pricing plan. Data will be provided to SDG&E by the qualified third party to SDG&E's specifications in a manner acceptable to both parties to allow for this billing. Billing specifications are to send the VGI rate on a day-ahead basis, allow customer (site host or EV driver) to set charging needs, meet these charging needs, collect usage data and send data to SDG&E for billing processing. For exceptional instances when a non-SDG&E customer is allowed by the VGI facility site host at a site that is on the VGI Rate-to-Driver pricing plan to use the VGI facility for vehicle charging temporarily, the site host will have the option to be the VGI rate customer (i.e., enrolled in the VGI rate), and will be billed for this usage, similar to how the site host is billed under the VGI Rate-to-Host pricing plan. • Unless directed otherwise by the Commission, as originally proposed SDG&E will cease marketing the VGI program and will not sign-up any additional sites as of the end of the fourth year of VGI program implementation, except for the following limited exception. The original proposal is modified for potential VGI facilities sites with documented plans for new construction or major tenant improvements. For such sites the VGI facility installation period may extend beyond the fifth year of the VGI program proposed installation period if the site host commitment is made by the end of the 4th year of VGI program implementation. SDG&E will allow for flexibility in the design of the VGI facility configuration to meet the needs of a site host. The costs of any incremental configuration needs will not be funded within the VGI program. Implementation and site screening process will accommodate site host construction, tenant improvement timelines, and situational needs. The settling parties acknowledge that some sites may be rejected due to physical limitations, unusually large construction costs and/or level of difficulty.	

	• As stated throughout SDG&E's VGI program proposal, SDG&E will contract with one or more third parties to provide operating systems and related hardware to control EVSE networks to implement the VGI system. It is SDG&E's aim to specify "what" is required to be achieved per the objectives of the VGI Program, and not "how" these requirements are met. This is intended to foster innovation and enhancement to the customer's experience. Although described in Exhibit SDG&E-2 (Schimka), further clarification of the RFI and RFP processes are described in Appendix C to the Proposed Settlement. • In order to provide an assessment of the VGI program consistent with the Guiding Principles, two years after the VGI program is launched SDG&E will provide an interim progress report to the Commission and serve it on all parties to A.14-04-014 and R.13-11-007. The interim progress report will include data as described in Appendix B of the Proposed Settlement, and a description of any program changes implemented by SDG&E prior to the date of the report. Parties will be permitted to file comments and reply comments on the report. Pages 22-28. **4.1.2 Other Settling Parties** In addition to SDG&E, the other settling parties to the Proposed Settlement are the following: Alliance of Automobile Manufacturers; American Honda Motor Company, Inc.; California Coalition of Utility Employees; CALSTART; Center for Sustainable Energy; ChargePoint; EDF; General Motors LLC; GPI; KnGrid; NRDC; NRG EV Services LLC; PIA; Sierra Club;Smart Grid Services, Siemens; and The Greenlining Institute. Page 36. **4.1.2.1 Nine Settling Parties** Some of the settling parties filed opening and reply briefs recommending that the Proposed Settlement be adopted without any changes. They also filed a reply to the Settlement Motion. Footnote 17 lists EDF as one of the Nine Settling Parties. Page 36.	

	4.1.2.1.1 ***Environmental Defense Fund (EDF)*** EDF is a signatory to the Proposed Settlement, and also sponsored testimony in these proceedings. EDF recognizes that EVs possess the capability to provide grid benefits by charging at times when the benefit to the electric grid is the highest, such as utilizing renewable energy when it is abundant. EDF contends that the benefits of charging EVs in this manner will result in the following: (1) taking advantage of an abundance of solar and other zero-carbon energy on the grid; (2) enabling the smooth integration of increasing amounts of renewable energy while reducing reliance on GHG producing gas-fired resources to provide ramping services; and (3) enhancing value for EVs that will lead to increased market penetration. If the EVs are not charged in a "smart" manner, EDF contends that the EV load could then have a tremendous impact on grid resources if charged at peak times, and could lead to the building of additional infrastructure and power plants. In order to meet the state's goals, EDF contends that intervention by the Commission is needed to help reach these goals. The current barriers to the low EV penetration in California include the following: lack of consumer awareness and information; higher upfront costs and range anxiety; and lack of access to public charging infrastructure away from home. In order to overcome these barriers and to meet the state's goals, the targeting of underserved markets such as MUDs and workplaces is needed. In addition, the EV charging must be done in a manner that benefits the grid and consumers by sending price signals to charge when renewable resources are plentiful and inexpensive, and during off-peak hours. EDF supports SDG&E's VGI program for the most part, but recommends: (1) that the Commission ensure that SDG&E's ownership of infrastructure does not undermine a competitive market for EV infrastructure and associated services; and (2) since SDG&E's VGI program is to be funded by ratepayers, the Commission should ensure that the utility be compensated on the basis of delivering the anticipated benefits of the pilot through a system of rewards tied to performance, including ensuring that disadvantaged communities are seeing benefits from the pilot. EDF contends that SDG&E's ownership of the	

	EV site installations and EV charging stations will help to expand the amount of EV charging infrastructure, and will accommodate the work schedules of EV drivers by charging at workplaces. EDF believes this will encourage competition in the EV market rather than discouraging it, and increase the demand for EVs. EDF also supports the recommendations of other parties for a robust education and outreach effort. However, EDF contends that the Commission should monitor market conditions, and ensure that competition and innovation is not compromised by allowing SDG&E to own the EV charging infrastructure. In order to monitor the benefits of SDG&E's VGI program, EDF recommends that the Commission establish metrics to measure the extent to which these benefits have been realized. EDF suggests various environmental performance metrics and social justice performance metrics in Exhibit EDF-1. EDF contends that SDG&E's shareholders and ratepayers should both share the risk if the expected benefits do not materialize, and supports a performance based ratemaking model that would reward shareholders based on agreed-upon and verified performance metrics. Pages 40-41.	

B. Duplication of Effort (§ 1801.3(f) and § 1802.5):

	Intervenor's Assertion	**CPUC Discussion**
a. Was the Office of Ratepayer Advocates (ORA) a party to the proceeding?	Yes	Verified.
b. Were there other parties to the proceeding with positions similar to yours?	Yes	Verified.
c. If so, provide name of other parties: NRDC, Sierra Club		Agreed.
d. Intervenor's claim of non-duplication: EDF's advocacy was not duplicative of other parties' efforts. EDF produced stand-alone documents and presentation materials during the proceeding which contend that the benefits of charging EVs in this manner will result in the following: (1) taking advantage of an abundance of solar and other zero-carbon energy on the grid; (2) enabling the smooth integration of increasing amounts of renewable energy while reducing reliance on GHG producing gas-fired resources to provide ramping services; and (3) using a price signal to ensure that load is effectively managed.		Agreed, EDF's contributions were not duplicative of the efforts of other parties.

PART III: REASONABLENESS OF REQUESTED COMPENSATION

A. General Claim of Reasonableness (§ 1801 and § 1806):

	CPUC Discussion
a. Intervenor's claim of cost reasonableness: EDF's costs were reasonable the extensive proceeding which proceed for two years and involved a consolidated docket. The office carefully considered its advocacy during the course of the docket and attempted to use cost-effective methods over the course of the proceeding.	Verified.
b. Reasonableness of hours claimed: EDF worked diligently throughout the process to only spend a reasonable and prudent amount of time.	Verified, but see CPUC Disallowances and Adjustments, below.
c. Allocation of hours by issue: All of EDF's work involved the implementation and benefits of electric vehicles in the SDG&E territory.	Verified.

B. Specific Claim:*

CLAIMED						**CPUC AWARD**		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate $**	**Total $**
Larissa Koehler	2014	122	$222	D. 15-11-037	$27,084	119.00 [1]	220.00 *See* D.15-11-037	$26,180.00
Larissa Koehler	2015	133.5	$222	D. 15-11-037	$29,637	133.50	220.00	$29,370.00
Larissa Koehler	2016	12	$222	D. 15-11-037	$2,664	12.00	225.00 *See* Res. ALJ-329	$2,700.00
James Fine	2014	24	$365	D. 16-01-042	$8,760	24.00	365.00	$8,760.00
James Fine	2015	66.5	$365	D. 16-01-042	$24,272.50	66.50	365.00	$24,272.50
James Fine	2016	.5	$365	D. 16-01-042	$182.50	0.50	370.00 *See* Res. ALJ-329	$185.00
Jennifer	2014	20	$400	D. 15-11-037	$8,000	19.00	400.00	$7,600.00

Weberski						[2]		
Jennifer Weberski	2015	97.5	$400	D. 15-11-037	$39,000	97.50	400.00	$39,000.00
Steven Moss	2014	10	$215	D. 16-01-042	$2,150	10.00	215.00	$2,150.00
					Subtotal: $141,750		***Subtotal:* $140,217.50**	
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate**	**Total $**
Jennifer Weberski	2014	1				1	200.00	$200.00
Jennifer Weberski	2016	8	$200	D. 15-11-037	$1,600	8	202.50 *See* Res. ALJ-329	$1,620.00
Larissa Koehler	2014	3				3	110.00	$330.00
Larissa Koehler	2016	2	$222	D. 15-11-037	$444	2	112.50	$225.00
					Subtotal: $2,044		***Subtotal:* $2,375.00**	
TOTAL REQUEST: $143,614						**TOTAL AWARD: $142,592.50**		

**We remind all intervenors that Commission staff may audit their records related to the award and that intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenor's records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.

**Travel and Reasonable Claim preparation time typically compensated at ½ of preparer's normal hourly rate

ATTORNEY INFORMATION			
Attorney	**Date Admitted to CA BAR[1]**	**Member Number**	**Actions Affecting Eligibility (Yes/No?)**
Larissa Koehler	June 4, 2013	289581	No

[1] This information may be obtained through the State Bar of California's website at http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch

C. CPUC Disallowances and Adjustments:

Item	Reason
[1]	Koehler's timesheet included hours related to intervenor compensation in the 2014 submission. Such work is compensated at a ½ rate and three hours have been moved to the appropriate heading.
[2]	Weberski's timesheet included hours related to intervenor compensation in the 2014 submission. Such work is compensated at a ½ rate and the hour has been moved to the appropriate heading.

PART IV: OPPOSITIONS AND COMMENTS

A. Opposition: Did any party oppose the Claim?	No.
B. Comment Period: Was the 30-day comment period waived (*see* Rule 14.6(c)(6))?	Yes.

FINDINGS OF FACT

1. Environmental Defense Fund has made a substantial contribution to D.16-01-045.

2. The requested hourly rates for Environmental Defense Fund's representatives, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.

3. The claimed costs and expenses, as adjusted herein, are reasonable and commensurate with the work performed.

4. The total of reasonable compensation is $142,592.50.

CONCLUSION OF LAW

The Claim, with any adjustment set forth above, satisfies all requirements of Pub. Util. Code §§ 1801-1812.

ORDER

1. Environmental Defense Fund shall be awarded $142,592.50.

2. Within 30 days of the effective date of this decision, San Diego Gas & Electric Company shall pay the total award to the Environmental Defense Fund. Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning June 12, 2016, the 75th day after the filing of Environmental Defense Fund's request, and continuing until full payment is made.

3. The comment period for today's decision is waived.

4. Application 14-04-014 is closed.

5. Rulemaking 13-11-007 remains open.

6. This decision is effective today.

Dated June 9, 2016, at San Francisco, California.

MICHAEL PICKER
President
MICHEL PETER FLORIO
CATHERINE J.K. SANDOVAL
CARLA J. PETERMAN
LIANE M. RANDOLPH
Commissioners

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D1606025	**Modifies Decision?**	No
Contribution Decision(s):	D1601045		
Proceeding(s):	A1404014, R1311007		
Author:	ALJ Wong		
Payer(s):	San Diego Gas & Electric Company		

Intervenor Information

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Environmental Defense Fund	03/29/2016	$143,614.00	$142,592.50	N/A	*See* CPUC Disallowances and Adjustments, above.

Advocate Information

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Larissa	Koehler	Attorney	EDF	$222	2014	$220.00
Larissa	Koehler	Attorney	EDF	$222	2015	$220.00
Larissa	Koehler	Attorney	EDF	$222	2016	$225.00
James	Fine	Expert	EDF	$365	2014	$365.00
James	Fine	Expert	EDF	$365	2015	$365.00
James	Fine	Expert	EDF	$365	2016	$370.00
Jennifer	Weberski	Attorney	EDF	$400	2014	$400.00
Jennifer	Weberski	Attorney	EDF	$400	2015	$400.00
Jennifer	Weberski	Attorney	EDF	$400	2016	$405.00
Steven	Moss	Expert	EDF	$215	2014	$215.00

(END OF APPENDIX)