

Decision 10-04-021 April 8, 2010

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Application of San Diego Gas & Electric Company for Review of its Proactive De-Energization Measures and Approval of Proposed Tariff Revisions (U 902-E).

Application 08-12-021  
(Filed December 22, 2008)

**DECISION AWARDING INTERVENOR COMPENSATION TO THE MUSSEY  
GRADE ALLIANCE FOR SUBSTANTIAL CONTRIBUTION TO  
DECISION 09-09-030**

<b>Claimant: The Mussey Grade Road Alliance</b>	<b>For contribution to D.09-09-030</b>
<b>Claimed (\$): \$49,509</b>	<b>Awarded (\$): \$41,196.75 (17% reduction)</b>
<b>Assigned Commissioner: Timothy Alan Simon</b>	<b>Assigned ALJ: Timothy Kenney</b>

**PART I: PROCEDURAL ISSUES**

**A. Brief Description of Decision:** The decision denies San Diego Gas & Electric Company's (SDG&E) application to shut off power to certain areas when hazardous fire conditions are present.

**B. Claimant must satisfy intervenor compensation requirements set forth in Public Utilities Code §§ 1801-1812:**

	<b>Claimant</b>	<b>CPUC Verified</b>
<b>Timely filing of notice of intent to claim compensation (§ 1804(a)):</b>		
1. Date of Prehearing Conference:	2/10/2009	Yes
2. Other Specified Date for NOI:		
3. Date NOI Filed:	3/11/2009	Yes
4. Was the notice of intent timely filed?		Yes
<b>Showing of customer or customer-related status (§ 1802(b)):</b>		
5. Based on ALJ ruling issued in proceeding number:	A.08-12-021	Yes
6. Date of ALJ ruling:	3/27/2009	Yes
7. Based on another CPUC determination (specify):		

8. Has the claimant demonstrated customer or customer-related status?		Yes
<b>Showing of “significant financial hardship” (§ 1802(g)):</b>		
9. Based on ALJ ruling issued in proceeding number:	A.08-12-021	Yes
10. Date of ALJ ruling:	3/27/2009	Yes
11. Based on another CPUC determination (specify):	R.08-11-005	Yes
12. Has the claimant demonstrated significant financial hardship?		Yes
<b>Timely request for compensation (§ 1804(c)):</b>		
13. Identify Final Decision	D.09-09-30	Yes
14. Date of Issuance of Final Decision:	9/18/2009	Yes
15. File date of compensation request:	11/8/2009	Yes
16. Was the request for compensation timely?		Yes

**PART II: SUBSTANTIAL CONTRIBUTION**

**A. Claimant’s description of its claimed contribution to the final decision** (*see* § 1802(i), § 1803(a) & D.98-04-059)

Contribution	Citation to Decision or Record	Showing Accepted by CPUC
<p>1. Mussey Grade Road Alliance (The Alliance) was the first party to suggest that a cost/benefit analysis would be necessary in order to formulate a viable shut-off plan, and submitted technical materials to demonstrate why this would be so. This concept was at the core of Alliance analysis and argument, and it is also at the core of the Commission’s Final Decision.</p> <p>The Alliance submitted an outline for a cost-benefit analysis which was acknowledged as a potential framework in the Final Decision (MG-CSP-AppA). This was presented to parties in the 3/20/2009 SDG&amp;E-sponsored technical workshop before the first round of comments.</p> <p>Contribution: PRIMARY MG-CPD, pp. 2,3; MG-CSDL; MG-RCSP, pp. 5-6; MG-CSP, pp. 7,15,</p>	<p>FD p. 2 – “SDG&amp;E has not met its burden to demonstrate that the benefits of shutting off power outweigh the significant costs, burdens, and risks that would be imposed on customers and communities in the areas where power is shut off.”</p> <p>FD p. 2 – “The agreed-upon fire prevention program must be based on a cost-benefit analysis that demonstrates (1) the program will result in a net reduction in wildfire ignitions, and (2) the benefits of the program outweigh any costs, burdens, or risks the program imposes on customers and communities.”</p> <p>FD p. 59 – “The cost-benefit model proposed by the Alliance may provide a reasonable conceptual framework.”</p>	<p>Yes</p>

<p>21-27</p> <p><b><i>FOR DEFINITION OF CONTRIBUTION TYPES, SEE COMMENT 5 IN SECTION II-C.</i></b></p> <p><b><i>FOR DEFINITION OF DOCUMENT ABBREVIATIONS, SEE COMMENT 6 IN SECTION II-C.</i></b></p>		
<p>2. Alliance data requests MGRA-6 to 8 showed that based on SDG&amp;E's replacement rate it would take 75 years to finish their wooden pole replacement program. The Alliance pointed out that the Proposed Decision erred in relying on hardening to remove the basis for shut-off.</p> <p>Contribution: PRIMARY MG-CPD, pp. 13-14; MG-CSP, p. 14; MG-CSP-AppB</p>	<p>FD p. 10 – “The steps SDG&amp;E is taking to harden its overhead power lines include the replacement of wood poles with steel poles... ... The hardening of facilities will have little effect on SDG&amp;E's Power Shut-Off Plan.”</p>	<p>Yes</p>
<p>3. The Alliance warned that shut-off speeds that were too low would compromise public safety and that utilities are required to assure that their systems operate safely under GO-95 criteria.</p> <p>Contribution: CONTRIBUTORY MG-CPD, pp. 12-14; MG-CALJ, p. 12; MG-CSP, pp. 23, 26-28</p>	<p>FD p. 31 – “The Alliance and CPSD contend that SDG&amp;E has selected a wind-speed criterion that is too low, which will cause needless power shut-off events. They state that SDG&amp;E is required by General Order 95 to design, construct, and maintain power lines that can withstand wind speeds well in excess of SDG&amp;E's wind-speed criterion.”</p>	<p>Yes</p>
<p>4. The Alliance warned that the loss of power can delay reporting of fires, thus allowing them to escape control, and also that it would severely hamper safe evacuation.</p> <p>Contribution: CONTRIBUTORY MG-CPD, pp. 11-12; MG-CSP, p. 10</p>	<p>FD p. 33 – “The loss of communications caused by a power shut-off event would adversely affect public health, safety, and welfare.”</p>	<p>Yes</p>
<p>5. The Alliance raised the issue of hampered evacuation efforts early in the proceeding, elaborating throughout the proceeding, including first-hand experiences of Alliance members during the Cedar and Witch fires.</p> <p>Contribution: INITIATOR MG-CPD, pp. 13-14; MG-CSP, p. 10; MG-CSP-AppA, p. 23; MG-PHC, p. 7;</p>	<p>FD p. 39 – “Shutting off power could hamper evacuation efforts because customers might not receive timely notices to evacuate ... Evacuations from homes at night will be slower and more difficult without lights. Loss of power to traffic lights and street lights may impede and disrupt evacuations.”</p>	<p>Yes</p>

<p>MG-PAL, p. 5</p>		
<p>6. The Alliance was the first party to raise the point that shutting off power to an area threatened by an existing wildfire increases the safety risks of people in that area:          Contribution: INITIATOR          MG-CPD, pp. 9-10; MG-CSP-AppA, p. 23</p>	<p>FD p. 40 – “The simultaneous occurrence of the all [sic] of the above circumstances under high fire risk conditions (e.g., loss of communications, lack of water, disruption of traffic, disabled and elderly residents trapped in their homes, etc.) would increase the potential for catastrophic wildfires.”</p> <p>FD p. 42 – “...the Opposition Parties have demonstrated that shutting off power increases the risk of fires starting from sources other than power lines.”</p> <p>FD p. 67 – “Wildfires that occur in areas where power is shut off are a much greater threat to public safety than wildfires that occur where power is on.”</p>	<p>Yes</p>
<p>7. Original academic research performed by the Alliance expert underlies the 1% estimation of the power line fire fraction in Southern California.          Contribution: PRIMARY          MG-RTRO, p. 5; MG-RCSP, p. 3 (verbatim quote); MG-CSP, p. 13          MG-CSP-AppA, pp. 16, 23;          MG-PHC-AppB, p. 7</p>	<p>FD p. 43 – “The Alliance provided information that shows power-line fires constitute about 3% of all wildfires and only 1% of significant wildfires (i.e., fires greater than 100 acres) in Southern California.<sup>36</sup> Thus, wildfires that are not started by power lines constitute 97% to 99% of all wildfires. Anything that increases the number of fires caused by sources other than power lines, even by a small fraction, is a greater threat to public safety than the threat from power-line fires.”</p>	<p>Yes</p>
<p>8. SDG&amp;E submitted generator data from Cal Fire late in the proceeding, which was then used in the Proposed Decision to discount the risk of generator fires. The Alliance is the only party to do quantitative estimates to gauge what the risk of generator fires would be under realistic assumptions regarding ownership and usage.          Contribution: CONTRIBUTORY</p>	<p>FD p. 45 – “The number of people using generators during a shut-off event may be significant...The upshot is that the risk of fires from other sources would be multiplied manyfold during a power shut-off event, perhaps surpassing the risk of wind related power-line fires that the Power Shut-Off Plan is intended to address.”</p>	<p>Yes</p>

<p>MG-RCPD, pp. 3-4; MG-CPD, pp.4-5; MG-CSP-AppA, p. 7</p>		
<p>9. The Alliance showed that calculations based on SDG&amp;E argumentation would underestimate outage times by a factor of up to 80,000. Contribution: CONTRIBUTORY MG-RCPD, pp. 4-5; MG-CPD, pp.4-5</p>	<p>FD p. 47 – “The 5,000 outages that occur annually are not comparable, on average, to outages that will occur under the Power Shut-Off Plan.”</p>	<p>Yes</p>
<p>10. The Alliance raised the concern that loss of communication could lead to delays in firefighting response under extreme hazard conditions even before the filing of the SDG&amp;E Application, elaborating it and defending it throughout this proceeding. It was identified as a primary risk factor that rendered the SDG&amp;E plan hazardous. INITIATOR MG-CPD, pp. 12-14; MG-RTRO, p. 4; MG-CSP-AppA, p. 7; MG-PAL, p. 5</p>	<p>FD p. 51 – “Without phone service, customers may not be able to report fires, which could delay the initial attack by firefighters and thereby increase the chance of wildfires growing to catastrophic size. FD p. 54 – “However, restoring power to communities already threatened by a wildfire does not mitigate the risk that while power is shut off, residents may not be able to report fires. This could delay the initial attack by firefighters and thereby increase the chance of large scale wildfires.”</p>	<p>Yes</p>
<p>11. The Alliance always supported the supposition that shut-off might be desirable under some circumstances, which differentiated it from other opposing parties. Its technical work laid out the threat of power line fires under extreme wind conditions. It also maintained that any necessary shut-off should be reviewed by the Commission. Contribution: PRIMARY. MG-CPD, pp. 12-14; MG-RTRO, pp. 5-6; MG-CSP, p. 2-7, 15; MG-CSP-AppA, pp. 1-4, 18-19; MG-PHC-AppA; MG-PHC-AppB</p>	<p>FD p. 61-2 – “...there is no dispute that SDG&amp;E may need to shut off power in order to protect public safety if Santa Ana winds exceed the design limits for SDG&amp;E’s system and threaten to topple power lines onto tinder dry brush. Any decision by SDG&amp;E to shut off power under its existing statutory authority may be reviewed by the Commission pursuant to its broad jurisdiction over matters regarding the safety of public utility operations and facilities.”</p>	<p>Yes</p>
<p>12. The Alliance found a number of conceptual and apparent calculation errors in the way SDG&amp;E determined its shut-off criteria. The Alliance was requested by the presiding ALJ to check calculations by SDG&amp;E, and did</p>	<p>FD p. 62 – “There is disagreement between SDG&amp;E on the one hand, and CPSD, DRA, and the Alliance on the other hand, regarding how the wind-loading standards for power line facilities set forth in General Order 95</p>	<p>Yes</p>

<p>so in its May 26<sup>th</sup> filing.                  Contribution: CONTRIBUTORY                  MG-CPD, pp. 5-8; MG-CALJ;                  ALJ-WEML; MG-RCSP, p. 7;                  MG-CSP, pp. 27-28</p>	<p>should be interpreted in terms of setting a threshold for shutting off power. Today’s decision does not resolve this dispute.”</p>	
<p>13. The Alliance commended the SCE plan, pointing out that it was substantially different than the SDG&amp;E plan for reasons stated in the Final Decision.                  Contribution: CONTRIBUTORY                  MG-RCSP, pp. 4-5</p>	<p>FD pp. 54-55 – “The lesson we draw from SCE’s power shut-off program is that it may be appropriate to implement a power shut-off program when emergency conditions are present, but the program should end when the emergency is over. SDG&amp;E’s Power Shut-Off Plan is not limited to emergency conditions, but applies to situations that occur annually (e.g., sustained winds of 35 mph). SDG&amp;E is required by General Order 95 to design, construct, and maintain its power-line facilities to operate safely under these regularly occurring conditions.”</p>	<p>Yes</p>

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

	Claimant	CPUC Verified
<p><b>a. Was DRA a party to the proceeding? (Y/N)</b></p>	<p>Y</p>	<p>Yes</p>
<p><b>b. Were there other parties to the proceeding? (Y/N)</b></p>	<p>Y</p>	<p>Yes</p>
<p><b>c. If so, provide name of other parties:</b>                   AT&amp;T; CCTA; CoxCom, Inc., and Cox California Telecom, L.L.C. (together, “Cox”); CPSD and DRA (together, “CPSD/DRA”); CTIA; Disability Rights Advocates (DisabRA); the Mussey Grade Road Alliance (the Alliance); the San Diego County Superintendent of Schools (“the School Districts”); SDG&amp;E; Southern California Edison Company (SCE); Time Warner Cable Inc. (Time Warner); Utility Consumers Action Network (UCAN); and the Water Districts.</p>		<p>Yes</p>
<p><b>d. Claimant’s description of how it coordinated with DRA and other parties to avoid duplication or how claimant’s participation supplemented, complemented, or contributed to that of another party:</b>                   Aside from SCE, all parties were in opposition to the SDG&amp;E application. The Alliance worked in close coordination with all opposing parties, including CPSD and DRA, through numerous conference calls and emails. This included a joint filing to dismiss SDG&amp;E’s application (denied by the Commission and not included in our compensation request). The Alliance’s unique contributions were in the area of fire, with its expert being an acknowledged fire expert and scientist, and that its members represent a community that would be directly affected by the shut-off plan as well as wildland fire. The Alliance concentrated on these areas in order to avoid duplication.</p>		<p>Yes</p>

<p>Unlike some other opposing parties, the Alliance was not opposed in principle to shut-off as a potential tool to protect the public under extreme weather conditions. Some other parties came around to this way of thinking in the course of the application process.</p> <p>The Alliance worked with CPSD’s engineer in its preparation of MG-CALJ, and at other times in order to make sure that the analysis we did was unique and also consistent with CPSD’s understanding. This was acknowledged by CPSD in its own filing.</p> <p>UCAN suggested another potentially viable approach to cost-benefit analysis that is not duplicative of the Alliance’s contributions in this area. It did not, however, provide any guidance or outline of how such an analysis might be carried out.</p>	
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**C. Additional Comments on Part II** (use line reference # or letter as appropriate):

#	Claimant	CPUC	Comment		
1		X	<b>We find the Alliance’s costs, as adjusted, to be reasonable. Intervenors are obliged to track their time by issue<sup>1</sup> as they incur the hours. Since the Alliance is fairly new to Commission proceedings, rather than disallow time not supported by accurate accounting, we provide an admonition here to include this information in future claims for intervenor compensation to avoid disallowances.</b>		
1	X		As a community organizer, Ms. Conklin made many public presentations and authored opinion pieces in local newspapers regarding the SDG&E shut-off plan. None of these activities have been included in this compensation request.		
2	X		Dr. Mitchell elects not to receive compensation for certain compensable activities he engaged in during this Proceeding, as indicated on his time sheet (“Tier 0”).		
3	X		Prior to the submission of the Application, in October 2008, the Alliance responded to SDG&E’s Advice Letter proposing the Rule 14 change that would have removed its legal liability for its shut-off plan. In response to the Commission’s rejection of the Advice Letter (because it had been shown to be controversial), SDG&E filed an application which resulted in this proceeding. While Alliance activities are potentially compensable because this activity was directly related to the subsequent Application (denial of the Advice Letter indicated that an Application was necessary), the Alliance elects not to request compensation for them.		
4	X		The Alliance was a co-signer to a Motion to Dismiss, filed in April, 2009. This Motion was denied. While we believe that these were compensable activities, we elect not to request intervenor compensation for them, as indicated on our time sheets.		
5	X		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Contribution Types</b></td> <td>There are various types and levels of contribution that the Alliance interventions provided. These are defined and explained below.</td> </tr> </table>	<b>Contribution Types</b>	There are various types and levels of contribution that the Alliance interventions provided. These are defined and explained below.
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<sup>1</sup> See D.98-04-059.

			<p><b>Primary</b></p> <p>A Primary contribution is one in which the Alliance made a unique and definitive difference in supplying information not supplied by any other party. The Alliance can show that "but for" its intervention, the Decision would have likely reached a different conclusion.</p>	
			<p><b>Initiator</b></p> <p>In instances where the Alliance was an "Initiator", it was the first to bring a particular issue or analysis to the Commission's attention. Other parties subsequently made additions or improvements that were accepted by the Commission.</p>	
			<p><b>Contributory</b></p> <p>While not initiating an analysis or study, the Alliance made a significant contribution to it. Also, in decisions or conclusions which take into account many different factors, the Alliance's results contribute one or more of these factors.</p>	
			<p><b>Improvement</b></p> <p>The Alliance commented on an existing process or measure and its suggestion was adopted in the final decision.</p>	
			<p><b>Complimentary</b></p> <p>The Alliance chose a different method or analysis than that used in the Final Decision, but which is consistent with it and supports the same results.</p>	
			<p><b>Alternative</b></p> <p>The Alliance reached a conclusion or presented an analysis at variance with the Decision or with the Final EIR/EIS, but which raised important points.</p>	
6	X		<p><b>Documents</b></p> <p>Abbreviations for the documents cited in the compensation claim form.</p>	
			<p><b>FD</b></p> <p>A.08-12-021 DECISION DENYING WITHOUT PREJUDICE SAN DIEGO GAS &amp; ELECTRIC COMPANY'S APPLICATION TO SHUT OFF POWER DURING PERIODS OF HIGH FIRE DANGER; 9/10/2009</p>	
			<p><b>PDCS</b></p> <p>A.08-12-021; PROPOSED DECISION OF COMMISSIONER SIMON; DECISION GRANTING SAN DIEGO GAS &amp; ELECTRIC COMPANY CONDITIONAL AUTHORITY TO IMPLEMENT ITS POWER SHUT-OFF PLAN AS A PILOT PROGRAM; AND GRANTING IN PART AND DENYING IN PART THE PROPOSED CHANGES TO TARIFF RULE 14; 8/11/2009</p>	
			<p><b>RPDCS</b></p> <p>A.08-12-021; DECISION DENYING WITHOUT PREJUDICE SAN DIEGO GAS &amp; ELECTRIC COMPANY'S APPLICATION TO SHUT OFF POWER DURING PERIODS OF HIGH FIRE DANGER; 9/10/2009</p>	
			<p><b>MG-RCPD</b></p> <p>MUSSEY GRADE ROAD ALLIANCE REPLY COMMENTS REGARDING DECISIONS CONCERNING SAN DIEGO GAS &amp; ELECTRIC COMPANY'S SHUT-OFF PLAN AND RULE 14 CHANGE; 9/8/2009</p>	

			<b>MG-CPD</b>	MUSSEY GRADE ROAD ALLIANCE COMMENTS ON PROPOSED AND ALTERNATE PROPOSED DECISIONS REGARDING SAN DIEGO GAS AND ELECTRIC'S SHUT OFF PLAN AND RULE 14 CHANGE; 8/31/2009
			<b>MG-RTRO</b>	MUSSEY GRADE ROAD ALLIANCE RESPONSE SUPPORTING THE JOINT MOTION FOR A TEMPORARY RESTRAINING ORDER; 8/17/2009
			<b>MG-CSDL</b>	MUSSEY GRADE ROAD ALLIANCE COMMENTS REGARDING SAN DIEGO COUNTY'S JUNE 12 LETTER TO SEMPRA ENERGY; 6/30/2009
			<b>ALJ-WEML</b>	Administrative Law Judge Kenney's email of May 20th, 2009, which requested that the Alliance and other parties file responses to the May 19th filing by SDG&E, in which it replied to questions regarding its proposed wind speed shut-off threshold, which the ALJ had sent to them on May 18th.
			<b>MG-CALJ</b>	MUSSEY GRADE ROAD ALLIANCE ADDITIONAL COMMENTS REGARDING SAN DIEGO GAS & ELECTRIC COMPANY REPLY COMMENTS AND RESPONSES TO ALJ QUESTIONS CONCERNING WIND ISSUES; 5/26/2009
			<b>MG-CALJ-AppA</b>	RAWS Stations in San Diego County
			<b>MG-RCSP</b>	MUSSEY GRADE ROAD ALLIANCE REPLY COMMENTS ON PARTY RESPONSES TO THE SDG&E SHUT-OFF PLAN AND RULE 14 CHANGE; 4/10/2009
			<b>MG-CSP</b>	MUSSEY GRADE ROAD ALLIANCE COMMENTS ON SDG&E'S SHUT-OFF PLAN AND PROPOSED RULE 14 CHANGE; 3/27/2009
			<b>MG-CSP-AppA</b>	WHEN TO TURN OFF THE POWER? COST/BENEFIT OUTLINE FOR PROACTIVE DE-ENERGIZATION
			<b>MG-CSP-AppB</b>	MGRA Data Request No. 1; A.08-12-021;SDG&E Response; Date Received: February 9, 2009;Date Responded: February 24, 2009
			<b>MG-PHC</b>	MUSSEY GRADE ROAD ALLIANCE PRE-HEARING CONFERENCE STATEMENT; 2/3/2009
			<b>MG-PHC-AppA</b>	Power Lines and Catastrophic Wildland Fire in Southern California
			<b>MG-PHC-AppB</b>	Power Lines and Wildland Fire
			<b>MG-PAL</b>	Re: Protest of the Mussey Grade Road Alliance re San Diego Gas & Electric Company's Advice Letter 2025-E, (U902-E); MODIFICATION OF RULE 14, SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY, TO ALLOW SERVICE INTERRUPTION IN SPECIFIC CIRUMSTANCES; 10/16/2008

**PART III: REASONABLENESS OF REQUESTED COMPENSATION**

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

<p><b>Concise explanation as to how the cost of claimant’s participation bears a reasonable relationship with benefits realized through participation</b></p>	<p><b>CPUC Verified</b></p>
<p>By championing the concept of a cost/benefit analysis, which was adopted in the Final Decision, the Alliance has been devoted to finding the solution for this crucial issue that minimizes risks and costs and maximizes the overall benefits to ratepayers.</p> <p>The costs of wildland fire, whether caused by power lines or not, is exceedingly high in terms of public health and safety as well as economic losses. As stated in the Final Decision (p. 9): “Over the past decade, wildfires fanned by Santa Ana winds have burned hundreds of thousands of acres in San Diego County, caused billions of dollars of damage, and killed numerous people.”</p> <p>The Alliance contribution was aimed at preventing catastrophic fires, the probability of which could be increased by making one of two key errors: 1) preventing shut-off under extreme wind conditions or 2) allowing shut-off at a wind speed threshold that is set too low.</p> <p>In the first case, the Alliance provided evidence that nearly half of the fires in the October 2007 fire storm were due to power line fires, and also that this fraction would be expected to be even higher under more extreme wind conditions (MG-CSP-AppA). Citing Florida hurricane data, the Alliance warned that a powerline firestorm would be the likely consequence of a Santa Ana event whose winds greatly exceeded those observed in October 2007.</p> <p>Quantifying this contribution is limited mostly by the fact that we do not currently have a good estimate of how likely such an event is. Even if we assume an optimistically long recurrence time, such as 500 years, the Alliance contributions would be substantial. With losses from 2007 San Diego County fires alone exceeding \$1.6 B, a multiple fire conflagration throughout Southern California could potentially reach \$10 B or more. Applying the actuarial calculation we can obtain a yearly benefit: <math>(1/500 \text{ yrs}) \times (\\$10 \text{ B}) = \\$20 \text{ M} / \text{yr}</math>.</p> <p>Assuming that the Alliance was responsible for 20% of the contribution allowing shut-off under extreme conditions, the benefit of Alliance</p>	<p>Yes</p>

<p>participation would still be \$4M/year, greatly exceeding the requested compensation.</p> <p>The other error that the Alliance helped to prevent was allowing SDG&amp;E to shut off power at a low wind speed threshold. The Alliance provided evidence and argument that low thresholds would increase risk and cost from fires having sources other than power lines. While full quantification awaits a cost/benefit analysis, we can illustrate one such contribution with estimates for generator fires which we quantified in MG-RCPD, pp. 3-4. This shows that we might expect 5 extra generator fires per year due to shut-off. If we assume, hypothetically, that only 10% of these escape to the wildland interface, and that 20% of fires under wind conditions proposed for shut-off escape initial attack by firefighters (MG-PHC-AppB, p. 7), then we would expect to see 1 generator-initiated fire greater than 100 acres every 10 years. The academic work submitted by the Alliance (MG-PHC-AppA) shows the fire size distribution under moderate to high wind speeds to be “logarithmically flat”; i.e., that the number of fires between 100 and 1000 acres in size is equal to the number between 1000 and 10,000 acres in size. Hence, the probability that a fire exceeding 100 acres under these conditions will be catastrophic (&gt; 20k acres, \$100 M damages) may be as high as 30%. Conservatively assuming that the Alliance contribution to denial of the plan to be 10%, then:  <math>(1/10 \text{ years}) \times (30\% \text{ catastrophic}) \times (\\$100 \text{ M} / \text{catastrophic}) \times (10\% \text{ contribution}) = \\$300 \text{ k} / \text{yr}.</math></p> <p>This far exceeds the cost of Alliance participation in the proceeding, and is only one of the fire risks that denial of the Application helped to avoid.</p>	
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**B. Specific Claim:**

CLAIMED						CPUC AWARD			
<b>ATTORNEY AND ADVOCATE FEES</b>									
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Year	Hours	Rate \$	Total \$
D. Conklin	2009	48.25	108	D.09-10-026, D.08-04-010 and ALJ-235	5,211	2009	43.25	105.00	4,541.25
<b>Subtotal: \$5,211</b>						<b>Subtotal: \$4,541.25</b>			
<b>EXPERT FEES</b>									
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Year	Hours	Rate \$	Total \$
J. Mitchell	2009	159.00	258	D.09-10-026, D.08-04-010 and ALJ-235	41,022	2009	133.5	260.00	34,710
<b>Subtotal: \$41,022</b>						<b>Subtotal: \$34,710</b>			

OTHER FEES: Travel									
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Year	Hours	Rate \$	Total \$
D. Conklin	2009	10.00	54	D.09-10-026, D.08-04-010 and ALJ-235	540	2009	10.00	52.50	525
<b>Subtotal: \$540</b>						<b>Subtotal: \$525</b>			
INTERVENOR COMPENSATION CLAIM PREPARATION **									
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Year	Hours	Rate \$	Total \$
J. Mitchell	2009	16.40	129	D.09-10-026, D.08-04-010 and ALJ-235	2,116	2009	6.20	130.00	806
D. Conklin	2009	3.80	54	D.09-10-026, D.08-04-010 and ALJ-235	205	2009	3.80	52.50	199.50
<b>Subtotal: \$2,321</b>						<b>Subtotal: \$1,005.50</b>			
COSTS									
#	Item	Detail			Total \$	Total \$			
1	Travel costs	Conklin trip to All Party meeting with Commissioners Bohn and Chong; Ex parte with Commissioner Simon; Attachment #4			415	415			
<b>Subtotal: \$415</b>						<b>Subtotal: \$415</b>			
<b>TOTAL REQUEST \$: 49,509</b>						<b>TOTAL AWARD \$: 41,196.75</b>			

\* If hourly rate is based on a CPUC decision, provide decision number; otherwise, attach rationale.  
 \*\* Reasonable claim preparation time typically compensated at ½ of preparer's normal hourly rate.  
 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. Claimant'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.

**C. Attachments or Comments Documenting Specific Claim:**

Attachment or Comment #	Description/Comment
1	Certificate of Service
2	The rate specified for Dr. Mitchell in A.06-08-010 was \$250/hr, with a base year of 2007 (D.09-10-026, p. 13). The following adjustments are authorized in D.08-04-010 and ALJ-235: COLA 2008, 3% Rate requested for A.08-12-021 in 2009 is then \$258/hr See Attachment Mbar billing A.08-12-021.pdf Billing tiers in this time sheet are as follows:

	<p>Tier 0 - Unbilled time                  Tier 1 - Travel (1/2 expert rate)                  Tier 2 - Review/researching/revisions (full expert rate)                  Tier 3 - Authoring, analysis (full expert rate)                  Tier 4 - Intervenor compensation preparation (1/2 expert rate)</p>
3	<p>The rate specified for Ms. Conklin in A.06-08-010 was \$100/hr, with a base year of 2007 (D.09-10-026, p. 14). The following adjustments are authorized in D.08-04-010 and ALJ-235: COLA 2008, 3%                  Step increase, 5%                  Rate requested for A.08-12-021 in 2009 is then \$108/hr</p> <p>See Attachment Intervenor Time Diane A0812021 SHUT OFF PHASE 1.pdf</p> <p>Billing tiers in this time sheet are as follows:                  Tier 0 - Unbilled time                  Tier 1 - Travel (1/2 expert rate)                  Tier 2 - Authoring/review/revisions (full advocate rate)                  Tier 3 - Intervenor compensation preparation (1/2 expert rate)</p>
4	<p>Travel expenses for 8/31-9/1 trip to San Francisco by Diane Conklin to attend All Party Meeting with Commissioners Bohn and Chong and Ex Parte meeting with Commissioner Simon.</p> <p>A08 All Party Expenses_0908.pdf</p>

**D. CPUC Disallowances & Adjustments (CPUC completes):**

#	Reason
Conklin- 2009 hourly rate increase	<p>The Alliance requests an hourly rate of \$108 for Conklin’s 2009 work. This amount is equal to a 5% step increase as outlined in D.08-04-010 and a 3% COLA increase. Although the Alliance references ALJ-235, in this Resolution COLA increases were specifically disallowed for intervenor work in 2009. Conklin has a previously adopted rate of \$100 for her work in D.09-10-026. We adopt an hourly rate of \$105 for Conklin’s work here. This amount includes a 5% step increase as requested, but disallows the request for an additional 3% COLA increase.</p>
Mitchell- 2009 hourly rate increase	<p>Based on the rationale listed above, we adopt an hourly rate of \$260 for Mitchell’s 2009 work. This is equal to a 4% step increase above his previously adopted rate of \$250 for his work in D.09-10-026.</p>
Conklin- 2009 professional time	<p>We reduce Conklin’s time on 3/30 participating in a technical workshop by .50 hour, equal to the same time logged by other intervenors who participated in this same workshop.</p> <p>We disallow 1 hour of Conklin’s time on 6/22 for attendance in an ex-parte teleconference with advisors. Mitchell logs the same time for attendance at the same meeting. We consider Conklin’s time to be duplicative and an inefficient effort.</p> <p>On 8/16 Mitchell logs 4.6 hours authoring responses to the TRO and on 8/17 Conklin logs 2 hours for revising portions of a response supporting a joint motion for a TRO (Temporary Restraining Order). We reduce this time for Conklin by 2.0 hour for duplication of efforts with Mitchell and as such, inefficient.</p> <p>We disallow Conklin’s time spent on 8/31 reviewing the proposed decision and alternate decisions by 1.5 hours. Mitchell logs 2.5 hours for these same tasks. We consider Conklin’s</p>

	time to be duplicative and an inefficient effort.
Mitchell- 2009 professional time	<p>We disallow 2 hours of Mitchell’s time on 4/19 spent authoring the draft language for a Motion to Dismiss. The motion to dismiss was denied. We remove these hours for lack of substantial contribution. The Alliance states that it voluntarily removed all other hours related to this activity and it appears that they would have removed these hours also, but for the oversight.</p> <p>On 6/22 Conklin logs 1 hour for drafting comments authorized by ALJ 6/27/09 email. On the same day, Mitchell spends 1 hour revising the same comments. We reduce Mitchell’s time by 1 hour for inefficient effort.</p> <p>On 8/16 Mitchell logs 4.6 hours authoring responses to the TRO and on 8/17 Conklin logs 2 hours for revising portions of a response supporting a joint motion for a TRO (Temporary Restraining Order). We reduce this time for Mitchell by 2.3 hours for duplication of efforts with Conklin and as such, inefficient.</p> <p>The time that Alliance bills for preparing its Decision Opening Comments (24.5 hrs) is excessive given the scope and length of the document. We approve all of Conklin’s time spent in the preparation of this document, but disallow 10 hours of Mitchell’s time preparing this document. The adjusted hours more closely reflect our standards of reasonableness.</p>
Hours claimed for NOI and intervenor compensation preparation	<p>The hours the Alliance bills for intervenor compensation preparation (20.2) are excessive, given that the claim is a short request related to a single Commission decision. We approve a total of 10 hours collectively for all participants, which we believe to be more reasonable. We approve all of Conklin’s hours and disallow 10.2 of Mitchell’s hours to achieve this allowance. This adjusted total more closely reflects our standards of reasonableness.</p>

**PART IV: OPPOSITIONS AND COMMENTS**  
**Within 30 days after service of this claim, Commission Staff**  
**or any other party may file a response to the claim (see § 1804(c))**

**A. Opposition: Did any party oppose the claim (Y/N)?** No

**B. Comment Period: Was the 30-day comment period waived (see Rule 14.6(c)(6)) (Y/N)?** No

**FINDINGS OF FACT**

1. Claimant has made a substantial contribution to Decision 09-09-030.
2. The claimed fees and costs, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The total of reasonable contribution is \$41,196.75.

**CONCLUSION OF LAW**

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

**ORDER**

1. Claimant is awarded \$41,196.75.
2. Within 30 days of the effective date of this decision, San Diego Gas & Electric Company shall pay claimant the total award. Claimant shall be entitled to interest at the rate earned on prime, three-month commercial paper as reported in Federal Reserve Statistical Release H 15 beginning January 23, 2010, the 75<sup>th</sup> day after the filing of claimant's request, and continuing until full payment is made.
3. The comment period for today's decision is waived.
4. This proceeding remains open to address other related matters.
5. This decision is effective today.

Dated April 8, 2010, at San Francisco, California.

MICHAEL R. PEEVEY  
President  
DIAN M. GRUENEICH  
JOHN A. BOHN  
TIMOTHY ALAN SIMON  
NANCY E. RYAN  
Commissioners

**APPENDIX****Compensation Decision Summary Information**

<b>Compensation Decision:</b>	D1004021	<b>Modifies Decision?</b> No
<b>Contribution Decision(s):</b>	A0909030	
<b>Proceeding(s):</b>	A0812021	
<b>Author:</b>	ALJ Timothy Kenney	
<b>Payer(s):</b>	San Diego Gas & Electric Company	

**Intervenor Information**

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
The Mussey Grade Road Alliance	11-08-09	\$49,509	\$41,196.75	No	adjusted hourly rates, lack of substantial contribution, and inefficient effort

**Advocate Information**

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Diane	Conklin	Advocate	The Mussey Grade Road Alliance	2009	\$108	\$105
Joseph	Mitchell	Expert	The Mussey Grade Road Alliance	2009	\$258	\$260

**(END OF APPENDIX)**