Decision 11-03-026 March 10, 2011

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Expedited Approval of the Amended Power Purchase Agreement for the Russell City Energy Company Project (U39E).	Application 08-09-007 (Filed September 10, 2008)

DECISION AWARDING INTERVENOR COMPENSATION TO THE UTILITY REFORM NETWORK FOR SUBSTANTIAL CONTRIBUTION TO DECISIONS (D.) 09-04-010, D.10-02-033, AND D.10-09-004

Claimant: The Utility Reform Network (TURN)	**For contribution to:** D.09-04-010, D.10-02-033, and D.10-09-004
Claimed: $81,995.02	**Awarded:** $81,820.02
Assigned Commissioner: Michael R. Peevey	**Assigned ALJ:** Melanie M. Darling

PART I: PROCEDURAL ISSUES

A. Brief Description of Decision:

In D.09-04-010, the Commission approved a settlement agreement between Russell City Energy Company, LLC (RCEC), Pacific Gas and Electric Company (PG&E), Division of Ratepayer Advocates (DRA), California Unions for Reliable Energy (CURE), and TURN, which modified a power purchase agreement (PPA) between PG&E and RCEC, originally approved by the Commission in D.06-11-048 as part of PG&E's 2004 Long-Term Procurement Plan (LTPP). This amendment, referred to as the Second Amended and Restated Power Purchase Agreement (2nd APPA), modified the online date and contract price. The First Amendment to the original PPA was proposed for Commission approval by PG&E in its application, A.08-09-007, and was protested by TURN and DRA.

In D.10-02-033, the Commission modified D.09-04-010 for purposes of clarification and denied rehearing, as modified.

In D.10-09-004, the Commission denied one Petition for Modification of D.09-04-010 and granted another, and in

so doing, approved the First Amendment to the 2nd APPA between PG&E and RCEC. This First Amendment, recommended by RCEC, PG&E, DRA, CURE and TURN, provided limited changes to the terms and conditions of the 2nd APPA, including a reduction in price and deferral of delivery date by one year.

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

Claimant		CPUC Verified
Timely filing of notice of intent (NOI) to claim compensation (§ 1804(a)):		
1. Date of Prehearing Conference:	Oct. 29, 2008	Correct
2. Other Specified Date for NOI:		
3. Date NOI Filed:	Dec. 1, 2008	Correct
4. Was the notice of intent timely filed?		Yes
Showing of customer or customer-related status (§ 1802(b)):		
5. Based on ALJ ruling issued in proceeding number:	A.07-12-021	Correct
6. Date of ALJ ruling:	Apr. 18, 2008	Correct
7. Based on another CPUC determination (specify):		
8. Has the claimant demonstrated customer or customer-related status?		Yes
Showing of "significant financial hardship" (§ 1802(g)):		
9. Based on ALJ ruling issued in proceeding number:	A.07-12-021	Correct
10. Date of ALJ ruling:	Apr. 18, 2008	Correct
11. Based on another CPUC determination (specify):		
12. Has the claimant demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision	D.10-09-004	Correct
14. Date of Issuance of Final Decision:	Sept. 3, 2010	Correct
15. File date of compensation request:	Nov. 2, 2010	Correct
16. Was the request for compensation timely?		Yes

PART II: SUBSTANTIAL CONTRIBUTION

A. Claimant's description of its claimed contribution to the final decision:

Contribution	Citation to Decision or Record	Showing Accepted by CPUC
1. TURN demonstrated that the appropriate standard of review for the amended PG&E-RCEC contract presented in A.08-09-007 is whether the amended contract is reasonable when compared to the current market for new generation projects, as revealed by the competing bids in PG&E's 2008 Long-Term Requests for Offers (LTRFO).	• TURN Prehearing Conference Statement (10/24/2008), at 3 • TURN Protest (10/15/2008), at 1 • *Scoping Memo and Ruling of Assigned Commissioner Setting Schedule and Scope of Proceeding and Granting Motion by TURN Directing PG&E to File Supplemental Testimony* (11/17/2008), at 3 (ruling that the Commission would consider whether "the terms and conditions of the Amended PPA for the RCEC Project [are] just and reasonable, particularly when compared with bids in PG&E's 2008 LTRFO"). D.09-04-010, at 17-18 (applying this framework to the consideration of whether the 2nd APPA presented in the settlement agreement includes a reasonable price: "The Commission has not yet developed standards for reviewing amendments, including price, to existing PPAs for non-renewable resources. However, a price amendment to a renewable PPA will only be considered if it is compared with bids in a recent RPS solicitation. [footnote omitted] We find this a suitable guideline to determine whether this settlement is reasonable.")	Yes
2. TURN demonstrated that the	• TURN Motion for a	Yes

Commission should require PG&E to evaluate the amended contract using the same scoring protocols and evaluation criteria it has used to evaluate the projects bid into the 2008 LTRFO, and submit this head-to-head comparison as supplemental testimony in this proceeding.	Directive to PG&E to File Supplemental Testimony (10/15/2008) *Scoping Memo and Ruling of Assigned Commissioner Setting Schedule and Scope of Proceeding and Granting Motion by TURN Directing PG&E to File Supplemental Testimony* (11/17/2008), at 5-6 (granting TURN's motion and directing PG&E to serve supplemental testimony by 12/8/2008 containing, among other things, "A side-by-side comparison of the Amended PPA with short-listed bids in the 2008 LTRFO using the same quantitative and qualitative criteria PG&E considered relevant in its evaluation of the 2008 LTRFO bids")	
3. TURN demonstrated that the Commission should consider whether there are changes to the contract that would make it worthy of Commission approval (if accepted by PG&E and Calpine), rather than simply whether the APPA presented in A.08-09-007 should be approved as filed.	• TURN Prehearing Conference Statement (10/24/2008), at 2-3. *Scoping Memo and Ruling of Assigned Commissioner Setting Schedule and Scope of Proceeding and Granting Motion by TURN Directing PG&E to File Supplemental Testimony* (11/17/2008), at 3 (adding the following issue to the scope: "Should any adjustments be made to the Amended PPA prior to Commission approval?")	Yes
4. The Commission relied on TURN's analysis of the 2nd APPA relative to bids in PG&E's 2008 LTRFO in determining that the contract price and other criteria in the 2nd APPA presented in the Settlement Agreement was reasonable.	• D.09-04-010, at 17-18; *see also* at 19 ("From this information, it is appropriate to infer that the 2nd APPA's terms and conditions are reasonably comparable to the current market. DRA and TURN reached this conclusion as set forth in the	Yes

	Joint Motion and no specific objection was made by any party.”)	
5. TURN’s participation resulted in contract terms embodied in the 2nd APPA that are substantially better for ratepayers than the 1st APPA presented by PG&E and RCEC in A.08-09-007.	• While TURN cannot reveal the contents of settlement negotiations, pursuant to Rule 12.6 of the Commission’s Rules of Practice and Procedure, TURN submits that our participation delivered additional benefits to ratepayers. D.09-04-010, at 18-19 (“Joint Parties assert that the terms and conditions of the 2nd APPA are substantially better for ratepayers than the 1st APPA. … Based on our review of the 2nd APPA, we observe that it would likely fare better than the 1st APPA in a side-by-side comparison, largely based on price but also higher probability of performance by RCEC.”	Yes
6. The Commission relied on TURN’s analysis of and support for the Settlement Agreement in finding that the 2nd APPA is in the public interest.	• D.09-04-010, at 23-24	Yes
7. TURN demonstrated that the Proposed Decision’s analysis of *Group Petitioner’s Motion for Reconsideration* should be modified to more accurately reflect California law and Commission policy on eligibility for seeking an award of intervenor compensation.	• TURN Comments on Proposed Decision (4/6/2009) (arguing that the Proposed Decision erred in finding that “Group Petitioners did not establish they were a ‘customer’” without any discussion of the evidence presented by Group Petitioners supporting their claims of “category 1” and “category 2” customer status) • D.09-04-010, at 30 (Based on the Comments and Reply Comments, additional text has been added to the	Yes

	decision to clarify the analysis and disposition of Group Petitioners' Motion for Reconsideration.") • *Compare* Proposed Decision, at 26 (discussion limited to one paragraph) *with* D.09-04-010, at 26-28 (greatly expanding analysis and adding discussion of "category 1 and 2" customer status) D.09-04-010, at 28 (quoting TURN's Comments, at 6)	
8. TURN, along with the other parties to the Settlement Agreement adopted in D.09-04-010, demonstrated that rehearing should not be granted.	*See* D.10-02-033, concluding that D.09-04-010 did not err as a matter of law (while also modifying D.09-04-010 for purposes of clarification)	Yes
9. TURN (along with the other Petitioners for Modification of D.09-04-010), demonstrated that approval of the 1st Amendment to the 2nd APPA will preserve the benefits already identified by the Commission in D.09-04-010 with substantial customer savings over the term of the contract.	• Joint Petition for Modification of D.09-04-010 (4/15/2010), at 7-9 D.10-09-004, at 19 ("The Joint Petition's request to modify D.09-04-010 should be granted. We approve the 1st Amendment to the 2nd APPA for RCEC because we find that it gives PG&E a cost-effective, local area reliable resource, [footnote omitted] with a lower long-term cost to the utility's ratepayers than the 2nd APPA.")	Yes
10. The Commission relied on TURN's analysis of the 1st Amendment to the 2nd APPA in determining that the contract price and other modified terms presented in the Joint Petition for Modification were reasonable.	• Joint Petition for Modification of D.09-04-010 (4/15/2010), Attachment G (Declaration of Michel Peter Florio in Support of Joint Petition) D.10-09-004, at 17 (citing the Florio Declaration) and at 19 (determining that the 1st Amendment to the 2nd APPA should be authorized)	Yes

11. TURN's participation in the second round of settlement negotiations -- which produced the 1st Amendment to the 2nd APPA, presented to the Commission in the PG&E/RCEC/CURE/DRA/TURN Petition for Modification -- resulted in additional cost savings to ratepayers, beyond the price reduction already reflected in the 2nd APPA (relative to the 1st APPA).	• While TURN cannot reveal the contents of settlement negotiations, pursuant to Rule 12.6 of the Commission's Rules of Practice and Procedure, TURN submits that our participation delivered additional benefits to ratepayers. D.10-09-004, at 19 ("The primary changes in the 1st Amendment to the 2nd APPA were to account for unforeseen permit delays, and provide a reasonable agreement among representative parties which is in the public interest.")	Yes

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

Claimant		CPUC Verified
a. Was DRA a party to the proceeding?	Yes	Correct
b. Were there other parties to the proceeding?	Yes	Correct
c. If so, provide name of other parties: CURE; Rob Simpson; Californians for Renewable Energy, Inc. (CARE); and California Pilots Association, Skywest Townhouse Homeowners, and Hayward Area Planning Association (participating jointly as "Group Petitioners").		Correct
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: Of the parties participating in this proceeding who represented the interests of PG&E's customers, only TURN and DRA supported the Settlement agreement. While both TURN and DRA represented ratepayer interests, TURN alone only represented the interests of residential and small commercial customers. Moreover, TURN coordinated closely with DRA throughout this proceeding, ensuring to the greatest extent possible that TURN's participation and DRA's complemented and/or supplemented one another, rather than being unduly duplicative. For instance, TURN took the procedural lead and filed a motion for PG&E to be directed to submit supplement testimony (granted by the Commission), which enabled both TURN and DRA to conduct their reviews of the 1st APPA in light of PG&E's 2008 LTRFO. Additionally, TURN and DRA took the lead on different aspects of reviewing of the reasonableness of PG&E's application and the comparison of the 1st APPA proposed therein with the results of the PG&E's 2008 LTRFO. While we reached a settlement agreement with PG&E and RCEC prior to the submission of testimony, and thus our		Correct

analyses were not presented to the Commission in testimony, suffice it to say that our respective analyses informed our participation in settlement negotiations. Finally, TURN joined with other parties in joint pleadings wherever possible to avoid duplication, leverage our resources, and limit our costs of participation as much as possible. In fact, after we reached the initial settlement agreement in December 2008, the vast majority of our filings in the remainder of this proceeding were prepared and filed jointly with the other settling parties.	

PART III: REASONABLENESS OF REQUESTED COMPENSATION

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

Claimant's explanation of how the cost of claimant's participation bore a reasonable relationship with benefits realized through claimant's participation	**CPUC Verified**
TURN's work delivered substantial cost savings to PG&E's ratepayers, who will now be asked to pay a reduced price for power from the RCEC plant, should that plant come online according to the terms and conditions contained in the 1st Amendment to the 2nd APPA, authorized by the Commission in D.10-09-004. TURN cannot reveal the contract price contained in the 1st APPA, presented by PG&E in A.08-09-007, the contract price authorized by the Commission in D.09-04-010 (2nd APPA), or the contract price authorized in D.10-09-004 (1st Amendment to 2nd APPA), due to our obligations under the Nondisclosure Agreement entered into in this proceeding. This limit on disclosure makes our typical showing of costs vs. benefits flowing to ratepayers from TURN's participation more difficult to present to the Commission in this instance. However, as the Commission explained in D.09-04-010, "The 2nd APPA significantly reduces the proposed costs to ratepayers compared to the 1st APPA…" (D.09-04-010, at 7). Subsequently in D.10-09-004, the Commission explained that the 1st Amendment to the 2nd APPA lowered the cost to ratepayers even further: > This Decision also grants the Petition for Modification of D.09-04-010, as modified by D.10-02-033, [footnote omitted] filed by PG&E, RCEC, DRA, CURE, and TURN on the grounds that it is reasonably justified and in the public interest. The effect of this modification is to approve the First Amendment to the Second Amended Power Purchase Agreement between PG&E and RCEC, which provides limited changes to the terms and conditions of the Agreement, including a ***reduction in price*** and deferral of the delivery date by one year. (D.10-09-004, at 2 (emphasis added)). Because TURN's participation in this proceeding directly resulted in these very significant price reductions, compared to our relatively very modest costs of participation (just under $82,000), TURN submits that the Commission should find that the costs of our participation bear a reasonable relationship with the benefits realized through participation.	After minor reduction for excess time on NOI matter, the remainder of TURN's hours and costs are reasonable and should be compensated.

B. Specific Claim:

CLAIMED						CPUC AWARD			
ATTORNEY AND ADVOCATE FEES									
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Year**	**Hours**	**Rate $**	**Total $**
M. Florio	2008	57.50	535	D.08-07-043	30,762.50	2008	57.50	535	30,762.50
M. Florio	2009	7.75	535	Res. ALJ-235	4,146.25	2009	7.75	535	4,146.25
M. Florio	2010	29.50	535	Res. ALJ-247	15,782.50	2010	29.50	535	15,782.50
H. Goodson	2008	53.50	280	D.08-08-027	14,980.00	2008	53.50	280	14,980.00
H. Goodson	2009	17.00	280	Res. ALJ-235	4,760.00	2009	17.00	280	4,760.00
R. Finkelstein	2008	2.25	470	D.08-08-027	1,057.50	2008	2.25	470	1,057.50
R. Finkelstein	2009	1.00	470	Res. ALJ-235	470.00	2009	1.00	470	470.00
					***Subtotal:* $71,958.75**				***Subtotal:* $71,958.75**
EXPERT FEES									
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Year**	**Hours**	**Rate $**	**Total $**
K. Woodruff	2008	37.00	225	D.09-06-041	8,325.00	2008	37.00	225	8,325.00
W. Marcus	2008	0.58	250	D.08-11-053	145.00	2008	0.58	250	145.00
					***Subtotal:* $8,470.00**				***Subtotal:* $8,470.00**
INTERVENOR COMPENSATION CLAIM PREPARATION **									
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Year**	**Hours**	**Rate $**	**Total $**
M. Florio	2010	1.00	267.50	½ 2010 adopted rate	267.50	2010	1.00	267.50	267.50
H. Goodson	2008	2.50	140	½ 2008 adopted rate	350.00	2008	1.25	140	175.00
H. Goodson	2010	6.00	147.50	½ rate adopted in D.10-12-015	885.00	2010	6.00	267.50	885.00
					***Subtotal:* $1,502.50**				***Subtotal:* $1,327.50**

COSTS				
#	**Item**	**Detail**	**Amount $**	**Amount $**
1	Phone/Fax	Telecommunications related to TURN's participation in A.08-09-007	8.18	8.18
2	Photocopying	Photocopies of TURN's pleadings related To A.08-09-007	34.00	34.00
3	Research--LexisNexis	Legal Research in support of TURN's participation in A.08-09-007	21.59	21.59
			***Subtotal:* $63.77**	***Subtotal:* $63.77**
			TOTAL REQUEST: $81,995.02	**TOTAL AWARD: $81,820.02**

**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. Comments Documenting Specific:

<table>
<tr><th>Comment #</th><th>Description of Comment</th></tr>
<tr><td>Comment 1</td><td>
Allocation of TURN Attorney Hours by Issue/Activity Code: TURN has allocated all of our attorney time by issue area or activity, as evident on our attorney timesheets attached to this request for compensation.

The following codes relate to specific substantive issue areas addressed by TURN:
<table>
<tr><th>Code</th><th>Stands For:</th></tr>
<tr><td>ContApp</td><td>Contract Approval -- work necessary to evaluate the reasonableness of the 1st APPA presented for Commission adoption in A.08-09-007, including advocating the Commission's consideration of that contract in light of the bids received by PG&E in its 2008 LTRFO process</td></tr>
<tr><td>iPol</td><td>Intervenor Policy -- work addressing the Commission's articulation of the standard for demonstrating "customer status" for purposes of eligibility to seek an award of intervenor compensation (as applied to intervenors other than TURN in the instant proceeding), which was included in the proposed decision that preceded D.09-04-010</td></tr>
<tr><td>PetMod</td><td>Petition for Modification of D.09-04-010 -- work that resulted in a second settlement agreement containing the 1st Amendment to the 2nd APPA, and related to petitioning the Commission for modification of D.09-04-010 to authorize the 1st Amendment to the 2nd APPA, adopted by the Commission in D.10-09-004</td></tr>
<tr><td>Sett</td><td>Settlement -- work that resulted in the settlement agreement containing the 2nd APPA, including advocating the Commission's adoption of the 2nd APPA in D.09-04-010, and defending the 2nd APPA in the face of applications for rehearing of D.09-04-010, which were disposed of in D.10-02-033</td></tr>
<tr><td>GP</td><td>General Participation -- work that spanned multiple issues and/or was not dependent on the number of issues that TURN addressed</td></tr>
<tr><td>Comp</td><td>Compensation -- hours devoted to preparation of this request for compensation and TURN’s NOI</td></tr>
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</td></tr>
<tr><td>Comment 2</td><td>
Coordination Between TURN Attorneys:

TURN assigned two attorneys to this proceeding, Mike Florio and Hayley Goodson. As TURN’s representative on PG&E’s Procurement Review Group, Mr. Florio brought with him subject matter expertise about the Commission’s Long-Term procurement policies and PG&E’s 2008 LTRFO (among other things), both entirely germane to the issues presented in
</td></tr>
</table>

	this proceeding. However, due to his workload constraints at that time, TURN also assigned Ms. Goodson to assist with case coverage, and she and Mr. Florio divided up tasks while still maintaining close enough coordination to ensure that TURN's coverage was as seamless as possible. Their "tag-teaming" was especially critical during the early months of this docket, as TURN was simultaneously proceeding on the litigation path (filing pleadings, conducting discovery, gearing up for the preparation of intervenor testimony) and participating in fast-paced and very time-consuming settlement negotiations with PG&E, RCEC and DRA. For this reason, Ms. Goodson and Mr. Florio both were active in 2008 and 2009, during settlement negotiations and presentation and defense of the settlement agreement, and contributed to D.09-04-010 and D.10-02-033 (which denied rehearing of D.09-04-010). TURN notes that the other parties to the settlement agreement also employed multiple representatives in this proceeding. TURN submits that the hours devoted to this proceeding by Mr. Florio and Ms. Goodson during this time were reasonably and efficiently incurred, given the circumstances. When the proceeding became active again in 2010, Mr. Florio was TURN's sole representative, and his advocacy contributed to D.10-09-004.
Comment 2	**TURN's Expert Witnesses:** TURN primarily relied on outside consultant Kevin Woodruff, of Woodruff Expert Services, the same expert TURN has extensively relied on related to other supply side procurement matters. Mr. Woodruff assisted TURN with discovery and evaluation of PG&E's application, as well as analysis during settlement negotiations, and would have submitted testimony had the case not settled. TURN also consulted very briefly with William B. Marcus of JBS Energy, Inc., at the outset of this proceeding for strategic input. Mr. Marcus has extensive experience before this Commission (and across the U.S. and Canada) on nearly all aspects of utility operations, including powerplant economics and utility power procurement.
Comment 4	**TURN's Direct Expenses:** TURN incurred $75.00 in parking expense in the course of participating in settlement negotiations in December 2008 and January 2009. We have not included this direct expense in our request for compensation.

D. CPUC Disallowances:

Item	Reason
2008-Goodson hours preparing TURN's NOI	We find TURN's request for 2.5 hrs for the preparation of TURN's NOI to be excessive. We approve 1.25 hours for this task.

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. Claimant has made a substantial contribution to Decisions (D.) 09-04-010, D.10-02-033, and D.10-09-004.
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 $81,820.02.

CONCLUSION OF LAW

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

ORDER

1. Claimant is awarded $81,820.02.
2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company shall pay claimant the total award. Payment of the award shall include interest at the rate earned on prime, three-month commercial paper as reported in Federal Reserve Statistical Release H.15, beginning January 16, 2011, the 75th 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.

This decision is effective today.

Dated March 10, 2011, at San Francisco, California.

MICHAEL R. PEEVEY
President
TIMOTHY ALAN SIMON
CATHERINE J.K. SANDOVAL
Commissioners

I abstain.

/s/ MICHEL PETER FLORIO
Commissioner

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D1103026	**Modifies Decision?** No
Contribution Decision(s):	D0904010, D1002033 and D1009004	
Proceeding:	A0809007	
Author:	ALJ Melanie M. Darling	
Payer:	Pacific Gas and Electric Company	

Intervenor Information

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
The Utility Reform Network	11-02-10	$81.995.02	$81,820.02	No	Excessive hours for NOI preparation

Advocate Information

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Michel	Florio	Attorney	The Utility Reform Network	$535	2008/2010	$535
Hayley	Goodson	Attorney	The Utility Reform Network	$280	2008/2009	$280
Hayley	Goodson	Attorney	The Utility Reform Network	$295	2010	$295
Kevin	Woodruff	Expert	The Utility Reform Network	$225	2008	$225
William	Marcus	Expert	The Utility Reform Network	$250	2008	$250

(END OF APPENDIX)