

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE
STATE OF CALIFORNIA



FILED
10/04/19
01:24 PM

ADMINISTRATIVE LAW JUDGES RAFAEL L. LIRAG and
ELAINE LAU, co-presiding

Application of Pacific Gas and
Electric Company for Authority,
Among Other Things, to Increase
Rates and Charges for Electric and
Gas Service Effective on January 1,
2020. (U39M)

) EVIDENTIARY
) HEARING
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) Application
) 18-12-009
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REPORTER'S TRANSCRIPT
San Francisco, California
September 30, 2019
Pages 1372 - 1471
Volume - 14

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SAN FRANCISCO, CALIFORNIA
SEPTEMBER 30, 2019 - 9:33 A.M.
* * * * *

ADMINISTRATIVE LAW JUDGE LIRAG: Let's
go on the record.

Good morning, Everyone. This is the
first day of the second week. So that is day
6 of 20. Today we have the aviation panel of
Mr. Glover and Mr. Patterson followed by, I
guess, a three-member deferred-work panel.
We'll see if we're able to end today probably
like late lunch or late morning, if that
schedule holds.

Also, I think Mr. Schlesinger sent
word that the Joint CCAs are waiving their
cross for the aviation panel.

Is that correct, Mr. Schlesinger?

MR. SCHLESINGER: Yes, your Honor.

ALJ LIRAG: All right. Thank you.
Let's take time to -- I guess there's a
number of exhibits that will be submitted
today.

And so let's go off the record.
(Off the record.)

ALJ LIRAG: Let's go back on the
record.

While we were off the record,
exhibits were distributed, and we're sorting

1 it out. Before we get into the witnesses, I
2 wanted to touch base with PG&E regarding a
3 common briefing outline, which I'll ask them
4 to prepare.

5 So PG&E, is two weeks enough to
6 prepare this?

7 MS. RAMAIYA: Yes, your Honor.

8 ALJ LIRAG: So just send it to the
9 service list and then parties can make
10 suggestions or raise concerns. Please work
11 with PG&E regarding the briefing outline. So
12 we'll get it about either late the third week
13 or early the fourth week.

14 All right. So good morning, Mr.
15 Glover and Mr. Patterson. So one at a time.

16 Mr. Glover, please raise your right
17 hand.

18 MICHAEL GLOVER, called as a witness
19 by Pacific Gas and Electric Company,
20 having been sworn, testified as
21 follows:

22 THE WITNESS: Yes.

23 ALJ LIRAG: Please state your name,
24 spell your last name and provide a business
25 address.

26 THE WITNESS: Michael Glover. Last
27 name is G-L-O-V-E-R, and the address is 77
28 Beale Street, San Francisco.

ALJ LIRAG: So when the cross -- when

1 the direct examination begins, kindly speak
2 into the mic a little bit more.

3 Next is Mr. Patterson. Please raise
4 your right hand.

5 DICK PATTERSON, called as a witness
6 by Pacific Gas and Electric Company,
7 having been sworn, testified as
8 follows:

9 THE WITNESS: I do.

10 ALJ LIRAG: Please state your name,
11 spell your last name and provide a business
12 address.

13 THE WITNESS: My name is Dick
14 Patterson, P-A-T-T-E-R-S-O-N. My business
15 address is 77 Beale Street, San Francisco.

16 ALJ LIRAG: Thank you. Let's identify
17 some exhibits. So first will be Exhibit 66,
18 and this is the prepared testimony of various
19 PG&E witnesses on the topic of shared
20 services and information technology or IT.
21 It has been premarked. It was premarked
22 PG&E-07, but it's designated as Exhibit 66.

23 (Exhibit No. 66 was marked for
24 identification.)

25 ALJ LIRAG: So Exhibit 67 is the
26 workpapers from various witnesses on shared
27 services and IT. So that's 67.

28 (Exhibit No. 67 was marked for
identification.)

1 ALJ LIRAG: 68 is the rebuttal
2 testimony on shared services and IT.

3 (Exhibit No. 68 was marked for
4 identification.)

5 ALJ LIRAG: Next is Exhibit 69. This
6 is the prepared testimony of various PG&E
7 witnesses on the general report. That is
8 PG&E -- premarked PG&E-12.

9 (Exhibit No. 69 was marked for
10 identification.)

11 ALJ LIRAG: Next is Exhibit 70. This
12 is the rebuttal testimony on the general
13 report, PG&E-26.

14 (Exhibit No. 70 was marked for
15 identification.)

16 ALJ LIRAG: Next is Exhibit 71. This
17 is the rebuttal testimony of various
18 witnesses on energy supply premarked PG&E-19.
19 So that's Exhibit 71.

20 (Exhibit No. 71 was marked for
21 identification.)

22 ALJ LIRAG: Exhibit 72 is the rebuttal
23 testimony on the results of operations from
24 various -- this is prepared or being
25 sponsored by various witnesses also premarked
26 PG&E-24.

27 (Exhibit No. 72 was marked for
28 identification.)

1 ALJ LIRAG: Exhibit 73 is the
2 workpapers supporting the general report
3 premarked PG&E-12.

4 (Exhibit No. 73 was marked for
5 identification.)

6 ALJ LIRAG: And then Exhibit 74 is the
7 workpapers on shared services and IT
8 premarked PG&E-07.

9 (Exhibit No. 74 was marked for
10 identification.)

11 ALJ LIRAG: Next will be Exhibit 75.
12 This is an article from the Program Executive
13 Office on Aviation. That's Exhibit 75.

14 (Exhibit No. 75 was marked for
15 identification.)

16 ALJ LIRAG: Exhibit 76 is PG&E's
17 response to TURN Data Request 95, Questions 1
18 through 4 and includes an attachment.

19 (Exhibit No. 76 was marked for
20 identification.)

21 ALJ LIRAG: Exhibit 77 is, I guess, an
22 excerpt from an article from Cal Fire
23 regarding past wildfire information. So
24 that's 77.

25 (Exhibit No. 77 was marked for
26 identification.)

27 ALJ LIRAG: Exhibit 78 is PG&E's
28 response to TURN Data Request 99.

1 (Exhibit No. 78 was marked for
2 identification.)

3 ALJ LIRAG: And finally, Exhibit 79 is
4 an exhibit, and we have cross from TURN,
5 which is PG&E's data response -- PG&E's
6 response to TURN Data Request 102, Questions
7 1 and 3, and includes an attachment.

8 (Exhibit No. 79 was marked for
9 identification.)

10 ALJ LIRAG: All right. Now, Mr.
11 Ouborg.

12 MR. OUBORG: Thank you, your Honor.

13 DIRECT EXAMINATION

14 BY MR. OUBORG:

15 Q Good morning, Mr. Glover.

16 A Good morning.

17 Q Mr. Glover, I'm going to confirm
18 with you the testimony that you're sponsoring
19 in this proceeding. In what has been marked
20 for identification as Exhibit 66, are you
21 sponsoring all of Chapter 2, transportation
22 and aviation services and the workpapers for
23 Chapter 2 presented in Exhibit 67?

24 A Yes, I am.

25 Q And in what has been marked as
26 Exhibit 68, are you sponsoring a portion of
27 Chapter 2, rebuttal testimony on
28 transportation and aviation services, and the

1 documents in Appendix A that relate to your
2 sponsored rebuttal testimony?

3 A Yes, I am.

4 Q In what has been marked as Exhibits
5 26 and 27, PG&E's pre-served errata, are you
6 sponsoring the pages in those errata that
7 relate to your testimony?

8 A Yes, I am.

9 Q And finally in Exhibit 51, are you
10 sponsoring your statement of qualification?

11 A Yes, I am.

12 Q Were these materials prepared by
13 you or under your supervision, and to the
14 extent they were not, have you reviewed them
15 and are you prepared to adopt them as your
16 sworn testimony?

17 A Yes, I am.

18 Q And at this time, do you have any
19 changes, corrections or additions to make to
20 these documents?

21 A No.

22 Q Are the facts in these exhibits and
23 documents true and correct to the best of
24 your knowledge?

25 A Yes, they are.

26 Q To the extent they represent
27 opinions, do they reflect your best
28 professional judgment?

1 A Yes, they do.

2 MR. OUBORG: Thank you. Your Honor,
3 Mr. Glover is available for
4 cross-examination, but I'll first do the
5 direct examination of Mr. Patterson.

6 ALJ LIRAG: Go ahead.

7 BY MR. OUBORG:

8 Q Good morning, Mr. Patterson.

9 A Good morning.

10 Q I'd like to confirm the testimony
11 you are sponsoring in this proceeding. In
12 what has been marked for identification as
13 Exhibit 69, are you sponsoring a portion of
14 Chapter 14, safety-related earnings
15 adjustment mechanism?

16 A Yes, I am.

17 Q What has been marked as Exhibits
18 68, 72 and 70, these are all rebuttal
19 testimony exhibits. Are you sponsoring a
20 portion of Exhibit 71 -- sorry -- a portion
21 of Exhibit 69. This is your opening
22 testimony, Chapter 14, safety-related
23 earnings adjustment mechanism?

24 A Yes, I am.

25 Q A portion of Exhibit 71, Chapter 8,
26 rebuttal testimony on the energy supply
27 ratemaking?

28 A Yes.

1 Q A portion of Exhibit 68, Chapter 2,
2 rebuttal testimony on transportation and
3 aviation services?

4 A Yes.

5 Q A portion of Exhibit 72 and
6 Attachment A, rebuttal testimony on gas and
7 electric distribution and generation
8 ratebase?

9 A Yes.

10 Q All of Exhibit 70, Chapter 14,
11 rebuttal testimony on safety-related earnings
12 adjustment mechanism?

13 A Yes.

14 Q And finally, the documents in
15 Exhibit 68, Appendix A that relate to your
16 sponsored rebuttal testimony and the
17 documents in Exhibit 72, Appendix A that
18 relate to your sponsored rebuttal testimony?

19 A Yes.

20 Q Finally, in Exhibit 52, are you
21 sponsoring your statement of qualifications?

22 A Yes, I am.

23 Q Were these materials prepared by
24 you and under your supervision?

25 A Yes.

26 Q And do you have any further changes
27 or corrections to make at this time?

28 A No, I haven't.

1 Q Are the facts contained in these
2 exhibits true and correct to the best of your
3 knowledge?

4 A Yes, they are.

5 Q And do the opinions expressed
6 therein represent your best professional
7 judgment?

8 A They do.

9 MR. OUBORG: Thank you. Your Honor,
10 Mr. Glover and Mr. Patterson are now
11 available for cross.

12 ALJ LIRAG: Thank you. So we have two
13 hours of Ms. Torres. I might call a break
14 sometime in between. I'll figure out when
15 it's a good time to do that. All right. So
16 don't be offended if you're cut off.

17 MS. TORRES: Okay. I won't be. Thank
18 you, your Honor.

19 ALJ LIRAG: Please proceed.

20 MS. TORRES: It will not be two hours,
21 thankfully, for everyone.

22 CROSS-EXAMINATION

23 BY MS. TORRES:

24 Q Good morning, Mr. Glover and Mr.
25 Patterson. I'm Elise Torres here on behalf
26 of TURN. Do you have copies of my
27 cross-exhibits? They are 75, 76, 77 and 78.

28 WITNESS GLOVER: Yes.

1 Q Thank you. So first I'd like to
2 discuss some terminology we used today. So
3 at the end of 2018, PG&E purchased four
4 heavy-lift Blackhawk helicopters, and these
5 helicopters are former military helicopters
6 repurposed for construction and firefighting
7 activities; is that correct?

8 A That's correct.

9 Q And when did these heavy-lift
10 helicopters come into service?

11 A The four heavy-lift -- became in
12 service in 2019 under PG&E's ownership.

13 Q And prior to December 2018, PG&E
14 did not own its own heavy-lift helicopters,
15 rather it had an exclusive-use contract,
16 which is sometimes referred to by the acronym
17 EUC with PJ Helicopters to use two heavy-lift
18 helicopters; is that correct?

19 A That is correct, yes.

20 Q Are these two helicopters also
21 Blackhawk helicopters repurposed for
22 construction and firefighting?

23 A Yes. These were both exclusive-use
24 contract for two Blackhawk helicopters.

25 Q Thank you. So those helicopters
26 are similar to the four PG&E purchased?

27 A That's correct, yes.

28 Q Thank you. And can you please

1 explain what an exclusive-use contract is?

2 A Yeah. Exclusive-use contract
3 allows PG&E to be -- the use of, in this
4 case, two helicopters for the duration of a
5 contract, which is about six months.

6 Q And there was also a
7 call-when-needed stipulation included in this
8 exclusive-use contract. Can you please
9 explain what that is?

10 A Yes. So a call-when-needed
11 contract is an agreement between either a
12 vendor, PJs in this case, and Cal Fire, which
13 essentially allows the helicopters to be
14 called upon if and when needed by the Cal
15 Fire services to be used for their purposes.

16 Q Thank you. The four helicopters
17 PG&E purchased, there is now a
18 call-when-needed arrangement with Cal Fire
19 for those; is that correct?

20 A Yes. So PG&E does have all four
21 with the call-when-needed contract between
22 PG&E and Cal Fire, correct.

23 Q Thank you. Can you please refer to
24 page 211 of your rebuttal testimony, which
25 has been marked as Exhibit 68. Thank you.

26 So at lines 2 through 5, you
27 discuss how a smaller fleet of helicopters
28 will impact PG&E's ability to maintain and

1 construct gas and electric services.

2 Has PG&E used the helicopters it
3 purchased to construct gas infrastructure to
4 date?

5 A No, I'm not aware that it has.

6 Q Has PG&E used the helicopters it
7 purchased to maintain any gas infrastructure
8 to date?

9 A No, I'm not aware that it has.

10 Q In 2018, did PG&E use the
11 helicopters under its contract with PJ
12 Helicopters to construct or maintain gas
13 infrastructure?

14 A No, it did not.

15 Q Now, can you please refer to lines
16 29 through 32 on the same page.

17 MR. OUBORG: Excuse me. What page is
18 that, Counsel?

19 MS. TORRES: 211.

20 Q And here you state that owning the
21 four helicopters provides PG&E heavy-lift
22 resource availability and control for its
23 restoration and construction support during
24 fire season.

25 Do you see what I'm referring to?

26 A I do, yes.

27 Q In 2018, when PG&E had an
28 exclusive-use contract for two helicopters,

1 did PG&E delay any construction or
2 restoration in order to accommodate a Cal
3 Fire request to utilize one of the
4 helicopters?

5 A No. In 2018, under the
6 exclusive-use contract, I worked around Cal
7 Fire's use of those helicopters.

8 Q So were any construction or
9 restoration activities delayed in 2018 due to
10 Cal Fire's use of the helicopters?

11 A Not during that time frame, not that
12 I'm aware.

13 Q Thank you. Please turn to page 214
14 of your rebuttal testimony. And it's lines 3
15 through 9. So here you discuss how PG&E will
16 make three of the four helicopters it
17 purchased available to Cal Fire during fire
18 season. And then at lines 5 through 7, you
19 state three helicopters will be stationed
20 strategically during firefighting season, in
21 Red Bluff, Vacaville and Paso Robles, thus
22 providing potential support statewide.

23 Do you see what I'm referring to?]

24 A I do, yes.

25 Q Is PG&E planning to make its
26 helicopters available for CAL FIRE to use
27 anywhere in the state; is that correct?

28 A Yes. So under the call-when-needed

1 contract with CAL FIRE, it would be through
2 the state.

3 Q So that includes fires that may
4 occur outside of PG&E service territory?

5 A I believe so, yes.

6 Q And now please turn to page 2-22 of
7 your rebuttal testimony. And here at lines 8
8 through 15 you discuss TURN's testimony
9 regarding the Army's plan to surplus 400 to
10 800 Black Hawk helicopters through 2026 and
11 you state:

12 It is estimated that approximately
13 200 of these have been sold so far.
14 Do you see what I'm referring to?

15 A I do, yes.

16 Q And there isn't a citation for the
17 statement that 200 have been sold so far. I
18 was wondering what were you relying on when
19 making that statement?

20 A I believe it was public articles
21 that were information that was available by a
22 public article. However, I did notice there
23 was the specifics from the article you had
24 presented to us including a number that was
25 pretty consistent with that as well.

26 Q Okay. And then here at lines 12
27 through 15, you state:

28 Even if the US Army were to make

1 significantly more Black Hawks
2 available, it is speculative to
3 assume that these would find their
4 way into California for firefighting
5 duty, given the nationwide and
6 worldwide market for these machines.

7 And then you cite an article which
8 is the Exhibit I presented, Exhibit 75, and
9 this is the article from PEO Aviation, or
10 Program Executive Office Aviation, and it's
11 titled Benefits Rise from Black Hawk Sales
12 and Transfers. And can you please refer to
13 -- it's the last line on the first page and
14 the top line on the second page. It starts
15 with "eligible aircraft." It says:

16 Eligible aircraft through the BEST
17 Program, which is the Black Hawk
18 Exchange and Sales Program, are
19 offered first to US federal agencies
20 as a reimbursable transfer and state
21 agencies for surplus property as a
22 negotiated sale.

23 Do you see what I'm referring to?

24 A Yes.

25 Q Thank you. Is the US Forest
26 Service a federal agency?

27 A I believe so.

28 Q Does the US Forest Service conduct

1 firefighting to protect forest service lands
2 in California?

3 A I understand it does, yes.

4 Q Is CAL FIRE a state agency?

5 A It is, yes.

6 ALJ LIRAG: You're probably speaking a
7 little too fast, Mr. Glover.

8 WITNESS GLOVER: Yes, it is.

9 BY MS. TORRES:

10 Q So, according to the article, as
11 federal and state agencies, the US Forest
12 Service and CAL FIRE would have essentially
13 first priority to the helicopters that are
14 surplus; is that correct?

15 WITNESS GLOVER: According to this
16 article, yes.

17 Q Do you have reason to believe
18 that's not true?

19 A I don't, no.

20 Q And this was an article you
21 referenced in your testimony, correct?

22 A It was. Correct.

23 Q Thank you. Can you please turn to
24 page 2-36 of your rebuttal testimony? And it
25 will be lines 9 through 13. And here you
26 discuss the operational benefits of
27 guaranteed access to helicopters and
28 firefighting benefits of owning helicopters;

1 is that correct?

2 A I'm sorry. Could you repeat which
3 page you were referring to?

4 Q 2-36 and lines 9 through 13.

5 A Yes.

6 Q And are these firefighting benefits
7 you discuss here ratepayer benefits or
8 benefits to all of California's residents?

9 A I think the benefits of these
10 aviation assets would be, if operated within
11 our territory to our folks within our service
12 territory; if called through outside of the
13 territory, obviously they would be providing
14 support or benefit to the state of
15 California.

16 Q Thank you. Did PG&E consult with
17 CAL FIRE prior to its purchase of the four
18 helicopters to see if CAL Fire needed access
19 to additional helicopters under a
20 call-when-needed contract?

21 A My understanding is that PG&E did
22 not consult with CAL FIRE; however, during
23 the prior fire seasons, and operating in
24 partnership with PJ's and seeing the demand
25 for call-when-needed aircraft and
26 understanding the demand on those, we had an
27 understanding there was a heavy use of those
28 aircraft to fight fires.

1 Q Does CAL FIRE have access to other
2 heavy-lift helicopters under a
3 call-when-needed contract, than the four PG&E
4 purchased?

5 A They may. I'm not aware of what --
6 their contracts they have.

7 Q Does PJ Helicopters have more than
8 two helicopters? Do you know?

9 A Yes. They have a variety of
10 different helicopters of different sizes and
11 capabilities.

12 Q Is it guaranteed that CAL FIRE will
13 need to utilize PG&E's helicopters to fight
14 fires?

15 A I think it's tough to say whether
16 its guaranteed. However, our experience in
17 the 2018 fire season when we did have the
18 2018 exclusive-use contract, CAL FIRE did
19 utilize -- we did allow CAL FIRE to utilize
20 PG&E's exclusive-use aircrafts for
21 approximately 66 days or that time frame or
22 about 256 hours.

23 Q Thank you. If CAL FIRE uses the
24 four helicopters PG&E purchased to fight
25 fires, do you think that would help PG&E's
26 public image?

27 A PG&E acquired the helicopters first
28 and foremost to increase availability, in

1 this case three of them, for firefighting --
2 potentially for firefighting purposes and to
3 create additional availability to the state,
4 as well as to use internally. I'm not aware
5 of a public benefit that may be perceived in
6 that as far as publicity-wise.

7 Q Do these four helicopters say
8 "PG&E" on them?

9 A They -- the logos, I believe, were
10 removed. So they do not.

11 Q So they're just plain paint jobs?

12 A They're painted white and I believe
13 they have a PG&E blue as well as other
14 high-visibility on there for CAL FIRE
15 purposes.

16 Q But they do not say "PG&E" or have
17 the PG&E logo on them?

18 A I don't believe they do anymore,
19 no.

20 Q Thank you. You said you don't
21 believe they do anymore. Did they initially?

22 A I believe they may have. However,
23 under the call-when-needed agreement with CAL
24 FIRE, we were required to remove the logos
25 off of the assets.

26 Q Thank you. Can you please turn to
27 Exhibit 76, which is PG&E's responses to TURN
28 Data Request 95? And do you recognize these

1 as PG&E responses and attachments to TURN
2 Data Request 95?

3 A Yes, I do.

4 Q Were these responses prepared by
5 you or under your supervision?

6 A Yes, they were.

7 Q If I asked you the same questions
8 today, would you give me the same responses?

9 A I would.

10 Q Thank you. So please turn to
11 page 1 and this is Question 1. And PG&E --
12 I'm sorry. Strike that.

13 Here TURN asked about the cost of
14 insurance for the helicopters and I'm just
15 discussing the four that PG&E had purchased.
16 And the response states that:

17 The annual cost to cover the
18 helicopters is approximately
19 \$720,000 and PG&E does not have
20 insurance coverage for the crew
21 because they are external
22 contractors; is that correct?

23 A That is correct.

24 Q In 2018, pursuant to the contract
25 with PJ Helicopters, did PG&E have insurance
26 coverage for those helicopters?

27 A No. During the contract period,
28 they were not owned by PG&E at the time.

1 Q So for the two helicopters pursuant
2 to the exclusive-use contract, PG&E did not
3 have its own individual insurance policy for
4 those helicopters, correct?

5 A That is correct.

6 Q And I assume it did not have
7 insurance policy for the crew?

8 A They were not PG&E employees. They
9 were employees of the contract company, PJ's.

10 Q Thank you. Please turn to page 5
11 of the exhibit and it's Roman Numeral II.
12 It's a table. The top table on the page.

13 So this shows which fires the
14 helicopters under PG&E's exclusive-use
15 contract in 2018 were used for; is that
16 correct?

17 A That's correct. This table
18 illustrates when PG&E had released PJ's to
19 use these assets on CAL FIRE's fires under
20 the call-when-needed contract between PJ's
21 and CAL FIRE.

22 Q Thank you. And the Mendocino
23 Complex Fire is not included in this table;
24 is that correct?

25 A My understanding is the Mendocino
26 Complex Fires was a series of fires and that
27 one or two of these fires during the June or
28 July time frames, it may have been one of the

1 fires that came together to become known as
2 the Mendocino Complex Fires.

3 Q Do you know which of these fires?

4 A I believe it was the Pawnee Fire
5 wildfires.

6 Q Thank you. Thanks.

7 And now please turn to page 7 of
8 the exhibit and review the response to
9 question 3(a). So here you state that:

10 PG&E had exclusive rights to the two
11 helicopters but it chose not to
12 exercise those rights.

13 Is that correct?

14 A Yes. So under the exclusive-use
15 contract, it was under our exclusive use to
16 use; however, there was a need for CAL FIRE
17 to use them, so we allowed CAL FIRE under our
18 exclusive-use contract to utilize those
19 helicopters.

20 Q And back to the Mendocino Complex
21 Fire, do you know when that fire began?

22 A I don't have that information in
23 front of me, no.

24 Q I actually have it here in
25 Exhibit 77. This is from CAL FIRE's website
26 regarding past wildfire information and if
27 you turn to page 1, this is information for
28 the Ranch Fire, which was part of the

1 Mendocino Complex. What does it list as the
2 date the fire started?

3 A Looks like July 27th.

4 Q Thank you. And what is the date
5 that this fire ended or it was extinguished?

6 A On here it says January 4th of
7 2018.

8 Q Thank you.

9 MR. OUBORG: Can I clarify the question
10 is about the Ranch Fire? Which page of the
11 exhibit are you referring to? Sorry,
12 Counsel.

13 MS. TORRES: Page 1. Yes. It's the
14 Ranch Fire, which was part of the Mendocino
15 Complex.

16 MR. OUBORG: I'm just trying to see if
17 it states it's part of the Mendocino Complex.
18 I see it's in the Mendocino National Forest.
19 Okay. I see it on the top. Okay. Thank
20 you.

21 BY MS. TORRES:

22 Q Thanks. Sorry to have you keep
23 jumping back and forth between exhibits, but
24 can you please turn back to Exhibit 76,
25 PG&E's Response to Data Request 95 and refer
26 to page 4?]

27 Underneath the table it says:

28 "No requests were made by CAL FIRE

1 after August 20, 2018. It is
2 PG&E's understanding that there
3 was a contractual misunderstanding
4 between CAL FIRE and PJ
5 Helicopters. As a result, CAL
6 FIRE no longer requested the use
7 of these two helicopters from
8 August 20, 2018, through the end
9 of the year.

10 Is that correct?

11 A Yes, that's correct. Until or
12 between the June time frame through
13 August 20th, CAL FIRE had utilized
14 approximately 256 hours or 66 days; however,
15 as a result of the misunderstanding with the
16 contract, CAL FIRE did not utilize resources
17 after that. It was a misunderstanding due to
18 a subcontracting role within the contract
19 between CAL FIRE and PJ's.

20 Q So that was not a result of the
21 PG&E cutting off CAL FIRE or anything like
22 that?

23 A No.

24 Q Thank you. So if the Mendocino
25 Complex Fire started before the contractual
26 misunderstanding with PJ Helicopters --
27 sorry, strike that.

28 So if we go back to Exhibit 77, can

1 you please refer to the last page of the
2 exhibit, page four. This is the list of the
3 top 20 largest California wildfires according
4 to CAL FIRE. Which fire is ranked as number
5 one on this list?

6 A On this list it's the Mendocino
7 Complex.

8 Q Thank you. Is the Camp Fire on
9 this list?

10 A The Camp Fire is on this list.

11 Q And what is listed as the date for
12 the Camp Fire?

13 A November 2018.

14 Q So did the Camp Fire occur after
15 the contractual misunderstanding between PJ
16 Helicopters and CAL FIRE?

17 A Yes, that is correct.

18 Q So is it your understanding that
19 the two helicopters pursuant to PG&E's
20 exclusive-use contract were not used to fight
21 the Camp Fire?

22 A Yes, that is correct. So as of
23 August, during the contract misunderstanding,
24 the helicopters were not used for a
25 call-when-needed use; however, they were used
26 by PG&E for its use.

27 Q Thank you. Please turn back to
28 Exhibit 76. This is the page seven, the

1 response to Question 3. Sorry, it's 3-D,
2 Roman Numeral II. Here it states, "Under the
3 2018 EUC, PG&E has not needed to call PJ
4 Helicopters on short notice or within minimum
5 notice time."

6 Is that correct?

7 A That is correct, yes.

8 Q And the response to Roman Numeral I
9 above shows that minimum notice time is
10 30 minutes; is that correct?

11 A Yes, the minimum notice time was
12 agreed to as a 30-minute response.

13 Q Thank you. And please turn to
14 page nine of this exhibit. This shows or
15 these tables show when PG&E requested a
16 helicopter and then the flight date for the
17 helicopter, the flight time, the work
18 procedure, and the location; is that correct?

19 A That's correct.

20 Q So if you refer down to the month
21 of November, the last entry shows a request
22 date of November 20th and a flight date of
23 November 20th; is that correct?

24 A Yes, that's correct.

25 Q And this is for construction
26 activities in Paradise; is that correct?

27 A That's correct. That's what's
28 listed.

1 Q Was this construction work related
2 to the Camp Fire?

3 A Presumably related to restoration
4 work associated with the Camp Fire.

5 Q And now please turn to page 10,
6 which is the second page of the same
7 attachment. I believe this is for the second
8 aircraft, same table. In the box for the
9 month of August, there are a few entries that
10 show flight dates where the flight was
11 requested and then the day after is the
12 flight date. So, for example, the second row
13 of the August box shows a request date of
14 August 1st and a flight date of August 2nd.

15 Do you see what I'm referring to?

16 A Yes, I do.

17 Q And the location for this entry is
18 Clearlake; is that correct?

19 A Yes, there are two there for
20 Clearlake.

21 Q Do you know if this construction
22 work was related to a wildfire?

23 A The table that we're looking at
24 here is jobs that were performed for PG&E
25 work. This is not the table that it would
26 identify it supporting a fire for CAL FIRE.

27 Q Yes, thank you. I meant was PG&E's
28 work related to restoration as a result of a

1 wildfire?

2 A Yes, it was construction work. It
3 was done in the Clearlake area.

4 Q And you believe that was
5 restoration work as the result of a wildfire?

6 A I'm not certain if that was
7 restoration work for the wildfire.

8 Q Thank you. On the fourth row of
9 the August box, it shows a request date of
10 August 5th and a flight date of August 6th.
11 The location is Redding.

12 Do you see what I'm referring to?

13 A Yes.

14 Q Do you know if this construction
15 work was related to the Carr Fire?

16 A I do not know if it was related to
17 the Carr Fire. No, I don't.

18 Q Can you please turn back to
19 page five of the Exhibit. The second table
20 on this page, this provides PG&E's
21 understanding of the active period start and
22 end dates and acreage burned for CAL FIRE
23 named fires noted in the table above.

24 Do you see what I'm referring to?

25 A Yes, I do.

26 Q And what are the active periods for
27 the Carr Fire listed here?

28 A States July 23rd through August the

1 30th.

2 Q So that entry we were just talking
3 about where the work was done on August 6th,
4 that falls within the active period of the
5 Carr Fire; is that correct?

6 A It would according to these dates,
7 yes.

8 Q And on page five, the first table
9 shows fires that CAL FIRE used PG&E's
10 helicopters for. Is the Carr Fire listed on
11 that table?

12 A It is, yes.

13 Q And what dates are listed as to
14 when CAL FIRE used one of PG&E's helicopters?

15 A The dates listed are July 24th
16 through August 20th.

17 Q Thank you. So it appears from
18 these records that for at least the Carr
19 Fire, there was a time when CAL FIRE used one
20 of PG&E's helicopters and PG&E also used one
21 of the helicopters during that period for
22 construction work; is that correct?

23 A Yes. Generally speaking from a
24 sequencing perspective, one may have been
25 used to actually fight the fire or perform
26 firefighting activities. And then from a
27 restoration perspective, it would make sense
28 that another helicopter may have been used to

1 restore or perform work in that area.

2 Q Thank you. Can you please refer
3 now to Exhibit 78, which are PG&E's responses
4 to TURN Data Request 99. Do you recognize
5 these as PG&E's responses and attachments to
6 TURN Data Request 99?

7 A I do, yes.

8 Q Were these responses prepared by
9 you or under your supervision?

10 A They were, yes.

11 Q If I asked you the same questions
12 today, would you give me the same responses?

13 A I would, yes.

14 Q Thank you. So on page one it asks
15 some questions about PG&E's exclusive-use
16 contract with PJ Helicopters in 2018. Under
17 the exclusive-use contract, PG&E had
18 guaranteed access to the two helicopters
19 under the contract; is that correct?

20 A That's correct.

21 Q And then in response to
22 Question 1-C, it indicates that CAL FIRE did
23 not ask PG&E or PJ Helicopters to include the
24 call-when-needed stipulation; is that
25 correct?

26 A Yes. So when we established the
27 exclusive-use contract, we had not been asked
28 by CAL FIRE to do that; however,

1 understanding the potential need that may
2 exist, particularly coming off of a pretty
3 heavy fire season from the year before, we
4 wanted to make sure that if there was a need
5 from CAL FIRE to use these assets, they would
6 be available to them.

7 Q Thank you. And we don't need to
8 refer back, but I just want to make sure I am
9 remembering correctly. In response to Data
10 Request 95, Question 2, you indicated that
11 CAL FIRE didn't utilize either of these two
12 helicopters after August 20, 2018; is that
13 correct?

14 A That's correct.

15 Q Thank you. Now please turn to
16 pages three and four of Exhibit 78, which is
17 the same Data Request 99. Page three is the
18 questions and then page four are the
19 responses. So here TURN asked about the
20 maintenance inspection requirements for the
21 heavy-lift helicopters, which were discussed
22 on page 2-25 of your rebuttal testimony in
23 footnote 50.

24 Here in response to Question 2-C,
25 Roman Numeral I on page four, you confirm
26 that the two maintenance inspections
27 discussed in footnote 50 do not occur
28 concurrently; is that correct?

1 A Yes, that is correct. The PMI-1
2 and the PMI-2 are two separate services that
3 occur after the hours, 360 hours each, have
4 been occurred.

5 Q Okay. So a helicopter flies
6 360 hours, we do the first inspection. Then
7 it goes back out for 360 hours, and then the
8 second inspection is necessary?

9 A That is correct. So after
10 720 hours, the second inspection be
11 performed.

12 Q Thank you. And were the two
13 helicopters PG&E had under contract in 2018,
14 subject to these same maintenance and
15 inspection requirements?

16 A That is correct, yes.

17 Q And can you please refer back to
18 your rebuttal testimony, page 2-19,
19 specifically lines 10 through 29.]

20 So here you discuss four instances
21 of unavailability of helicopters for
22 heavy-lift construction in 2011, 2015, 2016
23 and 2017.

24 Do you see what I'm referring to?

25 A Yes.

26 Q And for the 2015, 2016 and 2017
27 instances, you state that PG&E was able to
28 get access to a heavy-lift helicopter after

1 consultations with Cal Fire without any
2 significant delay; is that correct?

3 A Yes. So these three instances
4 represent two things: One, that there was a
5 demand simultaneously for the aviation assets
6 and two, based on the relationship that we
7 have with Cal Fire, PJs and PG&E. In these
8 cases, we were able to negotiate time to use
9 them.

10 However, I would also state that
11 these cases don't represent the possibility
12 of this occurring -- a guarantee in the
13 future as well.

14 Q Thank you. And for the 2011
15 instance, it says that PG&E consulted with
16 SDG&E to obtain use of a helicopter; is that
17 correct?

18 A That is correct.

19 Q And this was to perform critical
20 work on a hydro facility; is that right?

21 A Correct.

22 Q Do you know if there was a delay in
23 service restoration due to PG&E's difficulty
24 in obtaining a helicopter in 2011?

25 A I don't have that information. No.

26 Q Did PG&E have an exclusive-use
27 contract for heavy-lift helicopter resources
28 during 2011, 2015, 2016 or 2017?

1 A No. I don't believe it did.

2 Q So 2018 was the first year PG&E had
3 an exclusive-use contract?

4 A That's my understanding, yes.

5 Q Thank you. Do you know what kind
6 of contract PG&E had to access helicopter
7 resources prior to 2018?

8 A Generally these would be on a
9 call-when-needed type arrangement.

10 Q Thank you. Can you please refer to
11 page 2-29 of your rebuttal testimony. And
12 Mr. Patterson, I think this is finally the
13 section of the testimony you sponsored. It's
14 lines 2 through 10. Here you discuss your
15 criticism of TURN's analysis regarding the
16 cost of ownership versus the cost of renting
17 helicopters. At lines 7 through 8, you state
18 that the rental scenarios rely on the pricing
19 of an EUC, or exclusive-use contract, that
20 does not provide guaranteed access as
21 explained above in response -- sorry -- as
22 explained above in answer to Questions 58 and
23 62.

24 But earlier, when we were
25 discussing PG&E's responses to Data Request
26 99, it looks like PG&E did have the option to
27 deny Cal Fire's call-when-needed request; is
28 that correct?

1 WITNESS PATTERSON: I think that's
2 correct, yes.

3 Q Should we refer back to the
4 exhibit?

5 A I'm sorry. Which exhibit was that?

6 Q It's Exhibit 78, PG&E's responses
7 to Data Request 99. And I believe it's
8 Question 1(b).

9 MS. TORRES: Can we go off the record
10 for a second, your Honor.

11 ALJ LIRAG: All right. Off the record.
12 (Off the record.)

13 ALJ LIRAG: Back on the record.

14 MS. TORRES: Thank you, your Honor.

15 Q So here, if you refer to the
16 response to Question 1(b), it says, "Yes,
17 PG&E did have the option to deny Cal Fire's
18 request to use a helicopter if PG&E needed
19 it;" is that correct?

20 A Yes, that's correct.

21 Q So do you still believe an
22 exclusive-use contract does not guarantee
23 PG&E access to heavy-lift helicopters?

24 A Yes. That's right. My
25 understanding is that on the EUC contracts
26 that -- you're taking about the EUC contracts
27 we had in 2018?

28 Q Yes.

1 A That although we had the right to
2 not allow Cal Fire -- I think that our belief
3 is that we would not do that. We would not
4 deny Cal Fire the access to the helicopters.

5 Q But under the exclusive-use
6 contract, PG&E could have exercised its
7 exclusive rights if it needed to?

8 A Well, my understanding is that's
9 correct, but I actually would defer to Mr.
10 Glover because I think he's more expert on
11 the contracts that I am.

12 Q Thank you. If we could turn back
13 to the response to Data Request 99, Question
14 1, the first Question A says, "Was it PG&E's
15 choice to include the call-when-needed
16 stipulation?" Do you know the answer to that
17 off the top of your head?

18 WITNESS GLOVER: Yes. We included an
19 estimation of potential hours that may be
20 used under the exclusive-use contract for
21 call-when-needed.

22 Q Then can you read the response to
23 Question C -- 1(c) into the record, please.

24 A The answer to 1(c)?

25 Q Yes.

26 A "No, Cal Fire did not ask PG&E or
27 PJ Helicopters to include the CWN stipulation
28 in the EUC."

1 Q So under the 2018 EUC, PG&E did
2 technically have guaranteed access to both
3 helicopters; is that correct?

4 A Contractually, yes.

5 MS. TORRES: Thank you. Can I have a
6 moment off the record, please.

7 ALJ LIRAG: All right. Off the record.
8 (Off the record.)

9 ALJ LIRAG: Back on the record.

10 MS. TORRES: Thank you. That's all my
11 questions. Thank you, both.

12 ALJ LIRAG: Did you feel left out, Mr.
13 Patterson?

14 WITNESS PATTERSON: Very much so.

15 EXAMINATION

16 BY ALJ LIRAG:

17 Q So I have a couple of questions
18 just to, I guess, make things clearer on my
19 end. And these are directed to either of
20 you. I'll just refer to the owned
21 helicopters as the four helicopters and the
22 exclusive-use helicopters as the two
23 helicopters. You can follow along.

24 So are the two helicopters the same
25 type as the four helicopters in terms of
26 primary use?

27 WITNESS GLOVER: Yes, they were.

28 ALJ LIRAG: Essentially the same? No

1 difference?

2 A Yeah.

3 Q So these are used primarily for
4 firefighting, but they are also used for
5 construction services or construction work?

6 A They are capable of doing both.
7 They are not -- the ones that we had in our
8 contract were not necessarily designated as
9 firefighting assets. They are I guess what
10 they would be considered in the industry as a
11 heavy-lift asset. So it could be lifting a
12 bucket with water or a power pole or
13 transmission tower.

14 Q Just for purposes of
15 non-firefighting use, meaning just
16 construction, are these used for
17 construction --

18 A Yes.

19 Q -- to lift -- primary it's used to
20 lift, I guess, materials?

21 A Yes. To give just kind of a
22 ballpark of the amount of usage, 400 hours
23 approximately in 2017 were used for
24 heavy-lift non-firefighting use, 700 in 2018
25 and approximately 700 hours in 2019 as well
26 for construction use.

27 Q So were the two helicopters used in
28 this manner?

1 A Yes, they were.

2 Q Is there a limit to the period you
3 were able to use the two helicopters for this
4 type of construction work?

5 A During the exclusive-use contract?

6 Q Correct.

7 A The exclusive-use contract had an
8 estimated amount of hours that were
9 associated with it. I believe the only thing
10 that limited the work was the fire that was
11 going on sort of changed the direction of
12 where the company was going at the time.

13 Q Meaning if you were using it for
14 construction but there's like an emergency,
15 it needed to be used for firefighting
16 purposes, that would take precedence
17 presumably?

18 A Presumably, yes.

19 Q Under the exclusive-use contract,
20 who had primary use of the two helicopters?
21 How does that work?

22 A So the exclusive-use contract would
23 have been executed between PJ Helicopters and
24 PG&E. So PG&E would have had the discretion
25 of where to use the helicopters.

26 Q So what is the primary benefit of
27 owning the four helicopters versus the
28 exclusive-use contract under the use that you

1 had for the two helicopters? Why the shift
2 to owning helicopters versus continuing the
3 exclusive-use contract?

4 A So the exclusive-use contract ties
5 up existing assets with the existing
6 helicopters within the state.

7 Q What does that mean exactly?

8 A So there's a select -- there's a
9 limited inventory of these heavy-lift
10 helicopters that are available for rent. So
11 by executing an exclusive-use contract, we
12 are essentially locking up two of the
13 state -- not State of California, but the
14 vendors inventory by purchasing and bringing
15 in four new assets into the state or
16 increasing the number of assets that are
17 available to everybody in the state.

18 So we're increasing the amount of
19 available hours and not depriving existing --
20 or other agencies from using vendors'
21 helicopters.

22 Q But when your -- you say you're
23 depriving -- there's a limited use -- a
24 limited number of these -- I guess, these
25 helicopters. But isn't it the owner who
26 makes that determination. If these are not
27 available, then they wouldn't lease it to
28 whoever is leasing it?

1 Does that make sense?

2 A Could you repeat that.

3 Q So you're saying there's a limited
4 availability or there might be limited
5 availability of these helicopters. But once
6 the exclusive-use contract is established,
7 that eliminates that concern?

8 A Yes. So it would eliminate the
9 concern from PG&E's perspective. However, it
10 would be reducing two helicopters from other
11 folks to be using -- for other entities or
12 companies to be using.

13 Q But then if these helicopters were
14 needed by other folks, then Cal Fire or
15 whoever owned the helicopter would simply not
16 make it available for PG&E?

17 A That's correct.

18 ALJ LIRAG: All right.

19 ALJ Lau.

20 ALJ LAU: So Mr. Glover, just to
21 follow-up on your question -- your answer
22 regarding tying up resources or if PG&E were
23 to purchase the four helicopters, it would
24 free up resources for these vendors to loan
25 the helicopters to other resources. So would
26 it be -- would it not be that for these
27 vendors, if they had exclusive-use contracts
28 with PG&E and other vendors, then they can do

1 an inventory of whether they should purchase
2 the helicopters so that the state would not
3 have tied up resources.

4 In other words, your hypothesis of
5 locking those resources, would these vendors
6 resolve the issue by owning the helicopters
7 rather than PG&E owning the helicopters?

8 Am I clear?

9 THE WITNESS: Yes. It's -- I guess
10 you're asking if the vendor purchased more
11 helicopters, increased their inventory.

12 ALJ LAU: Well, your hypothesis is that
13 if PG&E owned the helicopters, it would free
14 up these four helicopters for the vendors to
15 loan. But if PG&E had exclusive-use
16 contracts with these vendors on these four
17 helicopters, then the vendors can decide to
18 purchase four extra helicopters that they can
19 loan out to other resources if necessary so
20 that the state would not have four less
21 helicopters.

22 THE WITNESS: Sure. So I'm not a
23 vendor, but I think it's a little speculative
24 to assume that they would have the potential
25 capital or funding to acquire four additional
26 helicopters given the operating margins for
27 these vendors are very small.

28 ALJ LIRAG: One final question. So

1 prior to 2018, you also had access to these
2 type of helicopters but on a non-exclusive
3 basis; is that correct?

4 THE WITNESS: That's correct.

5 ALJ LIRAG: All right.

6 ALJ LAU: Sorry. I have a follow-up
7 question. So now, given the new regime or a
8 new -- what do you call it -- with -- given
9 the heightened fire risk -- wildfire risk
10 that the state is having -- is it due to the
11 heightened wildfire risk that PG&E is
12 proposing to own the helicopters rather than
13 using an exclusive-owned contract?

14 That was a question.

15 THE WITNESS: Yeah. So we are
16 proposing -- we have purchased the four
17 helicopters, yes.

18 ALJ LAU: Okay. Okay. That's good.

19 ALJ LIRAG: Yes, Ms. Torres.

20 MS. TORRES: I was just wondering if I
21 could ask a follow-up question based on your
22 question?

23 ALJ LIRAG: Yes.

24 MS. TORRES: Thank you.

25 Q So in response to ALJ Lirag's
26 question, you mentioned that there was
27 limited inventory of heavy-lift helicopters;
28 is that correct?

1 A Yes. That's correct. Based on our
2 experience.

3 Q What evidence has PG&E presented
4 that there is a limited inventory of these
5 helicopters?

6 A There's been several cases. I
7 think that we've called out where the
8 helicopters have been used by -- in the four
9 cases we presented used by Cal Fire and
10 needed simultaneously by PG&E and also by
11 nature of an exclusive-use contract --
12 establishing an exclusive-use contract may
13 presume there's a shortage of assets that
14 thus signing an exclusive-use agreement have
15 availability to them.

16 Q So you're saying the fact that PG&E
17 executed an exclusive-use contract in 2018 is
18 evidence of limited availability; is that
19 correct?

20 A It would secure PG&E's availability
21 to these assets during a high-use period.

22 Q Has PG&E presented any evidence
23 that shows Cal Fire asked PG&E to purchase
24 these four contracts or Cal Fire says it
25 doesn't have access to enough helicopters?

26 A No. We have not submitted
27 anything.

28 ALJ LAU: Thank you.

1 ALJ LIRAG: Any questions from the
2 Joint CCAs, by any chance?

3 MS. KANTOR: No. Thank you.

4 ALJ LIRAG: Let's call a 15-minute
5 break. Let's be back at 11:05 on that clock,
6 and then Mr. Ouborg can ask redirect
7 questions. All right?

8 MR. OUBORG: Thank you.

9 ALJ LIRAG: Off the record.
10 (Off the record.)

11 ALJ LIRAG: Let's go back on the
12 record.

13 We're back from our morning break.
14 And let's ask Mr. Ouborg if he has any
15 redirect questions.

16 MR. OUBORG: Yes, your Honor. I do.

17 ALJ LIRAG: Please proceed.

18 REDIRECT EXAMINATION

19 BY MR. OUBORG:

20 Q So Mr. Glover, earlier on, counsel
21 for TURN referred you to page 2-36 of your
22 rebuttal testimony, lines 9 to 13. Could you
23 turn to that.

24 A Okay.

25 Q And on lines 9 to 13, it states
26 that the real operational benefits of
27 guaranteed access to helicopters and the
28 firefighting benefits justify the additional

1 revenue requirement associated with owning
2 helicopters. Do you see that? Do you see
3 that language?

4 A Yes, I do.

5 Q And counsel for TURN asked you to
6 describe whether those benefits accrue to
7 PG&E ratepayers, and I believe you responded
8 that provided the services -- the
9 firefighting services were not outside of
10 PG&E service territory, you believed there
11 were benefits for PG&E's ratepayers. Could
12 you elaborate on those two benefits for the
13 benefit of the record?

14 A Yes. The two primary benefits, one
15 being guaranteed access. So having
16 guaranteed access to these assets will allow
17 us to do timely and expedient restoration if
18 and when an event should occur, which would
19 get our customer's services restored faster
20 after an event. They also provide us with
21 timely and guaranteed access to use during
22 regular construction for our own facilities
23 as well.

24 Secondly, from a prevention
25 perspective, having firefighting access and
26 capabilities for these assets, these
27 helicopters, would prevent -- in the event of
28 a fire to occur, fire prevention would work

1 to prevent damage to facilities which would
2 impact customers as well. So having the
3 ability to prevent fires by use of these
4 helicopters and prevent damage to PG&E
5 facilities and prevent customer outages would
6 be two benefits, guaranteed access and
7 firefighting.

8 Q Thank you. Can we now turn to the
9 issue that was raised regarding the painting
10 of the helicopters. I believe TURN's counsel
11 asked you whether the helicopters were -- how
12 they were painted and whether they had a PG&E
13 logo on them. Would you care to clarify the
14 response?

15 A Yes. I misstated. They have a
16 small logo that's on the engine cowl that's
17 not visible when the aircraft are in the air.

18 Q And finally, could you turn to
19 exhibit -- what's been numbered Exhibit 76,
20 which is PG&E's response to TURN Data Request
21 95, and turn to page 10 of that exhibit. And
22 this is a table which shows the days on which
23 PG&E used one of the aircraft that was
24 subject to the exclusive-use contract in
25 2018. And it shows the date PG&E requested
26 usage of the aircraft. This is all, by the
27 way, for PG&E's internal construction use.
28 And it shows the date that the aircraft was

1 requested internally, and then it shows the
2 flight date and then where the helicopter was
3 used.

4 If you could look at -- in the
5 left-hand column, the first date in August is
6 8/5/18. Do you see that?

7 A Yes.

8 Q And then the second date in
9 August -- this is the request date -- is
10 8/6/18. Do you see that?

11 A Yes.

12 Q And all those -- all those
13 construction usages of the aircraft were at a
14 location listed as Redding. Do you see that?

15 A Yes.

16 Q And TURN's counsel asked you
17 whether you knew whether that construction
18 work by PG&E was related to restoring service
19 during a Carr Fire, I believe is what she
20 asked you. Do you remember that?

21 A Yes.

22 Q Can you clarify your response to
23 her question about those usages?

24 A Yes. Those usages were in regards
25 to restoring services that were related to
26 the Carr Fire.

27 MR. OUBORG: Thank you. Your Honor,
28 that concludes my redirect.

1 ALJ LIRAG: All right. Let me go
2 first, Ms. Torres, because I'll forget.

3 Under the exclusive-use contract,
4 there is almost like guaranteed use. Is that
5 true?

6 THE WITNESS: That's correct.

7 ALJ LIRAG: What is the difference, if
8 any, between guaranteed access of owning
9 the -- a helicopter versus guaranteed use
10 under the exclusive-use contract, if any?

11 THE WITNESS: So owning the helicopters
12 provides four additional helicopter assets
13 that would be available for PG&E exclusively.
14 Having an exclusive-use contract with a
15 vendor is essentially tying up two of their X
16 number of inventory. So, essentially, they
17 would provide similar access to PG&E to use
18 the assets. However, PG&E having access
19 to -- or having four helicopters under an
20 ownership model would allow other vendors to
21 have more inventory to be used for other
22 purposes such as firefighting.

23 ALJ LIRAG: Ms. Torres.

24 MS. TORRES: Thank you, your Honor.

25 Q I just have one question. In
26 response to redirect, you said that the
27 guaranteed access benefits allow for faster
28 service restoration after an event, and I was

1 wondering faster in regards to what?

2 A In the event -- faster in regards
3 to in the event a helicopter through a vendor
4 would not be available to perform a service
5 restoration, owning a helicopter would
6 guarantee that we would have access to those
7 helicopters to perform restoration.

8 Q But under the 2018 exclusive-use
9 contract, PG&E did have guaranteed access to
10 those two helicopters; is that correct?

11 A We did, however, including the
12 call-when-needed stipulation in there.
13 There's a potential that those helicopters
14 could have been tied up, or in the future, if
15 such an agreement were to be set up, that
16 those helicopters could be tied up when we
17 need them to restore services.

18 Q But it was PG&E's choice to include
19 the call-when-needed stipulation, correct?

20 A It was PG&E's choice to include
21 that for the benefit of the -- Cal Fire
22 having access to put out the fire.]

23 Q And CAL FIRE did not ask for that
24 call-when-needed stipulation to be included,
25 correct?

26 A No. They did not.

27 Q Thank you.

28 ALJ LIRAG: Any questions from the

1 Joint CCAs of the redirect?

2 MS. KANTOR: No. Thank you, your
3 Honor.

4 ALJ LIRAG: All right.

5 Ms. Torres, is there a move to admit
6 Exhibits 75 through 79 for the record?

7 MS. TORRES: Yes, your Honor.

8 ALJ LIRAG: Any objections?

9 (No response.)

10 ALJ LIRAG: Hearing none, Exhibits 75,
11 76, 77, 78 and 79 are received into the
12 record.

13 (Exhibit No. 75 was received into
14 evidence.)

15 (Exhibit No. 76 was received into
16 evidence.)

17 (Exhibit No. 77 was received into
18 evidence.)

19 (Exhibit No. 78 was received into
20 evidence.)

21 (Exhibit No. 79 was received into
22 evidence.)

23 ALJ LIRAG: Thank you, both.

24 Mr. Patterson and Mr. Glover, you're
25 both excused.

26 Off the record.

27 (Off the record.)

28 ALJ LIRAG: Let's go back on the
record.

While we were off the record, we

1 were sorting out the witnesses and we
2 received some exhibits for the deferred work
3 panel composed of Ms. Gibson, Ms. Ong, and
4 welcome back, Mr. Abranches.

5 All right. First, let's have all
6 three of you raise your right hand.

7 ANDREW ABRANCHES, called as a
8 witness by Pacific Gas and Electric
9 Company, having been sworn, testified
10 as follows:

11 ANGIE GIBSON, called as a witness by
12 Pacific Gas and Electric Company,
13 having been sworn, testified as
14 follows:

15 PEI SUE ONG, called as a witness by
16 Pacific Gas and Electric Company,
17 having been sworn, testified as
18 follows:

19 ALJ LIRAG: And then one at a time, I
20 guess. Let's start with Mr. Abranches.

21 WITNESS ABRANCHES: Yes, I do.

22 ALJ LIRAG: Ms. Gibson.

23 WITNESS GIBSON: Yes, I do.

24 ALJ LIRAG: Ms. Ong.

25 WITNESS ONG: Yes, I do.

26 ALJ LIRAG: One at a time, please state
27 your name, except for Mr. Abranches, spell
28 out your last name. And, again, except for
Mr. Abranches, provide a business address.

WITNESS ABRANCHES: My name is Andrew
Abranches.

WITNESS GIBSON: Angie Gibson,

1 G-i-b-s-o-n. 2641 North State Street, Ukiah.

2 That's U-k-i-a-h.

3 WITNESS ONG: Pei Sue Ong, O-n-g, 77

4 Beale, San Francisco.

5 ALJ LIRAG: All right. Thank you.

6 Let's identify the exhibits relating
7 to these three witnesses.

8 First is Exhibit 90, nine-zero.

9 This is the prepared testimony of various
10 PG&E witnesses on the Results of Operations.

11 Sorry. 80, Exhibit eight-zero.

12 (Exhibit No. 80 was marked for
13 identification.)

14 ALJ LIRAG: Exhibit 81 is the R0
15 Workpapers, Chapter 1.

16 (Exhibit No. 81 was marked for
17 identification.)

18 ALJ LIRAG: Exhibit 82 is the
19 Workpapers for the R0 Chapters 2 through 6.

20 (Exhibit No. 82 was marked for
21 identification.)

22 ALJ LIRAG: Exhibit 83 is the
23 Workpapers on the R0 Supporting Chapters 7
24 through 9.

25 (Exhibit No. 83 was marked for
26 identification.)

27 ALJ LIRAG: Exhibit 84 Workpapers for
28 the R0 Supporting Chapter 10.

1 (Exhibit No. 84 was marked for
2 identification.)

3 ALJ LIRAG: Exhibit 85 is the
4 Workpapers for the R0 Supporting Chapter 11,
5 Volume 1.

6 (Exhibit No. 85 was marked for
7 identification.)

8 ALJ LIRAG: Exhibit 86 is the
9 Workpapers Supporting Chapter 11 --
10 Workpapers for R0 Supporting Chapter 11,
11 Volume 2.

12 (Exhibit No. 86 was marked for
13 identification.)

14 ALJ LIRAG: Next is Exhibit 87. It's
15 the R0 Workpapers on Chapter 12, Volume 1.

16 (Exhibit No. 87 was marked for
17 identification.)

18 ALJ LIRAG: Exhibit 88 is the R0
19 Workpapers Supporting Chapter 12, Volume 2.

20 (Exhibit No. 88 was marked for
21 identification.)

22 ALJ LIRAG: Exhibit 89 is the R0
23 Workpapers Supporting Chapters 13 through 16.

24 (Exhibit No. 89 was marked for
25 identification.)

26 ALJ LIRAG: And then we have a
27 cross-exhibit from TURN. This will be
28 Exhibit 90. This is PG&E's Response to TURN

1 Data Request 92-1.

2 (Exhibit No. 90 was marked for
3 identification.)

4 Mr. Ouborg.

5 MR. OUBORG: Thank you.

6 DIRECT EXAMINATION

7 BY MR. OUBORG:

8 Q Good morning, Ms. Gibson.

9 WITNESS GIBSON: Good morning.

10 Q I would like to confirm the
11 testimony that you are sponsoring in this
12 proceeding.

13 In what has been marked for
14 identification as Exhibit 16, Volume 1, are
15 you sponsoring all of Chapter 4 Electric
16 Emergency Recovery, and the workpapers for
17 Chapter 4 presented in what is being marked
18 as Exhibit 18?

19 A Yes, I am.

20 Q And what is being marked as
21 Exhibits 6 and 20 and 21, are you sponsoring
22 a portion of Exhibit 6, Chapter 2 Rebuttal
23 Testimony on Integrated Planning and
24 Affordability; all of Exhibit 22, Chapter 4
25 Rebuttal Testimony on Electric Emergency
26 Recovery, and the documents in Exhibit 6 and
27 Exhibit 21 that relate to your sponsored
28 rebuttal testimony?

1 A Yes, I am.

2 Q And finally in Exhibit 52, are you
3 sponsoring your statement of qualifications?

4 A Yes, I am.

5 Q And were these materials prepared
6 by you or under your supervision?

7 A Yes, they were.

8 Q And do you have any changes or
9 corrections to make to your testimony at this
10 time?

11 A No. I don't.

12 Q Are the facts contained in the
13 exhibits true and correct, to the best of
14 your knowledge?

15 A Yes, they are.

16 Q And do the opinions expressed
17 therein represent your best professional
18 judgment?

19 A Yes, they do.

20 Q And Ms. Ong, good morning.

21 WITNESS ONG: Good morning.

22 Q I'd like to confirm the testimony
23 that you're sponsoring in this proceeding.
24 In what have been marked for identification
25 as Exhibits 80 and 53, are you sponsoring all
26 of Exhibit 80, Chapter 9, Electric Gas and
27 Common Plant?

28 A Yes, I am.

1 Q And all of Exhibit 80, Chapter 14,
2 Electric Gas and Electric Distribution and
3 Generation Rate Base?

4 A Yes, I am.

5 Q Okay. Thank you. All of
6 Exhibit 53, Chapter 3, Rate Base Growth and
7 Attrition Years and Related Costs and the
8 workpapers presented in Exhibits 83 and 89
9 and Exhibit 54?

10 A Yes, I am.

11 Q In what has been marked as
12 Exhibits 6 and 72, are you sponsoring a
13 portion of Exhibit 6, Chapter 2, Rebuttal
14 Testimony on Integrated Planning and
15 Affordability?

16 A Yes, I am.

17 Q All of Exhibit 72, Chapter 9,
18 Rebuttal Testimony on Electric Gas and Common
19 Plant?

20 A Yes.

21 Q And a portion of Exhibit 72,
22 Chapter 14 and Attachment A, Rebuttal
23 Testimony on Gas and Electric Distribution
24 and Generation Rate Base?

25 A Yes.

26 Q And the documents in Exhibit 72
27 Appendix A that relate to your sponsored
28 rebuttal testimony?

1 A Yes, I am.

2 Q And what have been marked as
3 Exhibits 26 and 27 PG&E's pre-submitted
4 errata, are you sponsoring those pages in
5 those errata that relate to your testimony?

6 A Yes, I am.

7 Q And finally in Exhibit 52, are you
8 sponsoring your Statement of Qualifications?

9 A Yes, I am.

10 Q Ms. Ong, were these materials
11 prepared by you or under your supervision?

12 A Yes, they were.

13 Q And do you have any changes or
14 corrections to make to them at this time?

15 A No, I don't.

16 Q And are the facts contained in
17 these exhibits true and correct, to the best
18 of your knowledge?

19 A Yes.

20 Q And to the extent they constitute
21 opinions, do they represent your best
22 professional judgment?

23 A Yes.

24 MR. OUBORG: Thank you, your Honor.

25 Mr. Abranches and Ms. Gibson and
26 Ms. Ong are now available for cross.

27 ALJ LIRAG: All right.

28 Mr. Long.

1 MR. LONG: Thank you, your Honor.

2 As a preliminary, let me just note
3 that while the board shows 20 minutes
4 cross-examination for TURN, I think a more
5 realistic estimate is 30 minutes more or
6 less.

7 ALJ LIRAG: That's fine.

8 CROSS-EXAMINATION

9 BY MR. LONG:

10 Q Good morning.

11 WITNESS ABRANCHES: Good morning.

12 Q I'm Tom Long with TURN.

13 I'm going to ask most of my
14 questions about the electric distribution
15 deferred work issues -- well, all of them
16 will be about electric distribution deferred
17 work issues. And most of my questions will
18 be related to Exhibit 6, which is the
19 rebuttal testimony that was formerly known as
20 PG&E-16. So if you could put that in front
21 of you.

22 My first question relates to
23 page 2-25 of that exhibit. And this question
24 relates to question and answers 54 and 55.
25 And with respect to those questions and
26 answers, am I correct in understanding that
27 there is no dispute that PG&E deferred a
28 total of \$97 million of previously-authorized

1 and funded capital spending on various
2 electric distribution programs identified in
3 TURN's testimony?

4 A That is correct.

5 Q And now TURN's testimony refers to
6 this as funding that was diverted for other
7 purposes. Do you have any problem with that
8 characterization?

9 A No. I do not.

10 Q Now this may be a question for
11 Ms. Ong, but if I'm wrong, let me know.

12 Ratepayers have been paying revenue
13 requirement on the \$97 million in capital
14 funding in the period 2017 through 2019; is
15 that right?

16 WITNESS ONG: Revenue requirements have
17 been calculated for the 2017 to '19 period
18 based on the 2017 forecasted capital
19 expenditures.

20 Q And those forecasted capital
21 expenditures included in \$97 million, that's
22 at issue in this rebuttal testimony; is that
23 right?

24 A That's right.

25 ALJ LIRAG: Let's pause for a second.
26 Off the record.

27 (Off the record.)

28 ALJ LIRAG: Let's go back to record.

1 Please continue, Mr. Long.

2 BY MR. LONG:

3 Q The next question relates to
4 page 2-27, answer 59. And that again I think
5 is Ms. Ong's portion of the testimony. There
6 at lines 18 and 19, you state:

7 The \$97 million is not included in
8 the PG&E's 2020 GRC recorded rate
9 base.

10 Do you see that?

11 WITNESS ONG: Yes, I do.

12 Q But it was included in the 2017 GRC
13 rate base. I think we just established that;
14 is that right?

15 A That is correct.

16 Q And that's why, indeed why
17 ratepayers have been paying revenue
18 requirement on that \$97 million; is that
19 right?

20 A Yes, however, in forecast
21 ratemaking actual expenditures will always
22 defer from forecast.

23 Q And that will get addressed in the
24 following GRC, correct?

25 A That is correct.

26 Q Okay. Now at the top of page 2-8,
27 you say at line -- beginning at line 4:

28 Because the \$97 million has not been

1 incurred and will not be incurred
2 from 2017 to 2019, it is not
3 included in the recorded and
4 forecast rate base for the 2017 to
5 2019 period.

6 Do you see that?

7 A Yes, I do.

8 Q But if I'm understanding PG&E's
9 testimony earlier in this part of the
10 rebuttal testimony, PG&E is saying that it
11 reprioritized its spending and used that
12 \$97 million for other purposes. Is that your
13 understanding?

14 A That is my understanding, but
15 Mr. Abranches is the expert witness on that.

16 Q Is that your understanding,
17 Mr. Abranches?

18 WITNESS ABRANCHES: That is my
19 understanding, yes.

20 Q So because the \$97 million was
21 spent elsewhere, it is being included in this
22 2020 GRC and the recorded and forecast rate
23 base for 2017 to 2019; isn't that right?

24 WITNESS ONG: PG&E has spent capital
25 expenditures on other programs. Based on the
26 2020 GRC, PG&E included as its base forecast
27 recorded 2017 capital expenditure amounts.
28 And we updated the forecast for years 2018 to

1 2022.

2 Q I'd like a yes or no answer to my
3 question. Because the \$97 million was
4 reprioritized and spent elsewhere, that
5 amount is being included in the 2020 GRC
6 recorded and forecast rate base for 2017 to
7 2019; isn't that right?

8 A The 97 million has been included in
9 the 2020 GRC, but included in other programs.

10 Q Okay. Thank you.

11 Now let's go back to page 2-25.
12 This may be for you, Mr. Abranches.

13 Answers 55 and 56; am I correct in
14 inferring from these answers that PG&E
15 diverted the \$97 million to other purposes
16 that PG&E identified as higher priority?

17 WITNESS ABRANCHES: Yes. That is
18 correct. They were diverted. It was
19 reprioritized, though.

20 Q Referring to 2-32 -- this is again
21 you, Mr. Abranches, I believe.

22 A Yes.

23 Q Line 6 through 9, you used the term
24 "excess funds." You say:

25 There is not a one-to-one trade-off
26 in excess funds to needed funds.

27 Excess funds are pooled, funded
28 needs are evaluated and additional

1 funding is given to the programs
2 that need it the most.

3 So with respect to that term
4 "excess funds," is the \$97 million that we
5 are discussing an example of excess funds?

6 A It's part of the excess funds
7 across all the programs. My answer is yes.
8 As part of all the programs that underspent,
9 a portion of those were \$97 million.

10 Q Okay. Now back to page 2-25. I
11 think this is still you, Mr. Abranches,
12 answer 56, lines 22 to 23. You state:

13 PG&E does not track individual
14 dollars that are assigned to and/or
15 taken from specific programs.

16 Do you see that?

17 A I do.

18 Q Based on that, is it correct that
19 PG&E is not able to identify specifically
20 which programs received the \$97 million in
21 diverted funding?

22 A What PG&E has shown is at a program
23 level here is an aggregate what we did spend
24 and where it also shows on an aggregate level
25 over a three-year period or forecasted,
26 here's the programs we did underspend.

27 Q Yes. That does not answer my
28 question, however.

1 Is it correct that PG&E is not able
2 to identify specifically which programs
3 received the \$97 million in diverted funding?

4 A That is correct.

5 Q Okay. And then I'd like you then
6 to look at what's been marked as Exhibit 90,
7 Question 1(b). It's referring to that Answer
8 69 we looked at a moment ago. I'm sorry.
9 Are you there? Do you have the document,
10 Mr. Abranches?

11 A Yes.

12 Q So a moment ago we looked at answer
13 69 on page 2-32 where we talked about the
14 term "excess funds." And 1(b) asks:

15 Is answer 69 saying that excess
16 funds are pooled prior to
17 determining specifically which
18 programs will receive them?

19 And the answer is:

20 Yes, when excess funds become
21 available, they are pooled until
22 PG&E determines where they are
23 needed most.

24 So my question is: Because excess
25 funds are pooled before determining which
26 programs will receive them, that's what
27 prevents PG&E from being able to identify
28 specifically which programs receive the

1 \$97 million in diverted funding; is that
2 right?

3 A That is correct.

4 Q Now, I think this is for you,
5 Mr. Abranches, are you aware that at least
6 some of the diverted \$97 million was diverted
7 to emergency work?

8 A That's incorrect. It's not the 97
9 million that was diverted to emergency work.
10 It was the resources that were in place to do
11 the work that contributed to the 97 million
12 was devoted to do emergency restoration work.
13 So the resources were diverted and as a
14 result, those funds were underspent.

15 Q Okay. Well, you're confusing me a
16 little bit. So \$97 million was diverted.
17 That was money that was earmarked for one
18 purpose, but then it was pooled and then that
19 money was used for among other purposes to do
20 emergency work; is that right?

21 A No. That's incorrect. It wasn't
22 97 million that's diverted. There's work
23 that needs to be done on the system. An
24 emergency event took place. The resources
25 that were allocated to do that work were then
26 moved to the emergency work that needed to be
27 done that took higher priority. Because
28 those resources moved to that work, on the

1 original programs where those resources would
2 have been deployed, those programs ended up
3 underspending. When they'll end up
4 underspending, we pooled those resources for
5 redeployment to what is the most emergent
6 need at this point in time or that point in
7 time.

8 Q Let's break this down. So
9 \$97 million moves into the pool of excess
10 funds; is that right?

11 A After the fact. So it does move
12 into the pool of funds, but it moves. It's a
13 timing issue. You plan to say, "I need to do
14 this work. I need to do -- replace these
15 assets." An emergency event occurs. A storm
16 occurs. You redeploy your troublemen. You
17 redeploy your resources. As a result, those
18 resources don't charge the original jobs that
19 they were planning on doing if it was a
20 blue-sky day.

21 Q When all is said and done, after
22 all the money has been moved around,
23 \$97 million that was originally targeted for
24 the various programs that -- where PG&E
25 underspent, that \$97 million has now been
26 used for other purposes including emergency
27 work; is that correct?

28 A You're right. Correct. I did

1 provide an explanation as to where those
2 funds were used in aggregate, I believe.

3 Q We have already been over the in
4 aggregate and I understand your point, but I
5 followed up with specifically you don't know
6 how those funds were used and which other
7 programs they were used for.

8 A I don't know where the exact 97
9 million -- I don't know where each dollar of
10 the 97 million. But in aggregate of
11 safety-related work, that would be equivalent
12 to that work that would have been done, 97
13 million; we allocated an additional \$111
14 million to WRO and an additional 153 million
15 to pole replacement program, which would be
16 equivalent to that work that fell under the
17 category of safety.

18 Q Okay. But when you say these
19 things, then we have to go back and
20 reestablish what I think we just agreed on,
21 which is that \$97 million was originally
22 earmarked for certain electric distribution
23 programs and you are not able to identify
24 which other programs, including emergency
25 work, received the benefit of that
26 \$97 million; is that right?]

27 A That is correct. I'm not able to
28 identify. And if I have the luxury of an

1 analogy, the analogy is this: My wife gets a
2 paycheck. It's about \$2,000. It goes in our
3 checking account. I get a paycheck. It's
4 another \$2,000. It goes in our checking
5 account. And then I get a gift from my mom,
6 another \$2,000. So that's \$6,000 that's
7 sitting in my checking account with the
8 original 1,000 that may have been there, so
9 that's \$7,000.

10 When my mortgage bill comes in
11 later in the month, I pay the \$3,500 from my
12 checking account. You ask me to say did the
13 3,500 come from my wife's paycheck, my
14 paycheck, the gift, or the original. I'm
15 unable to show you that.

16 Q Okay. Well, you know, I think
17 we're going to get to the reason why TURN has
18 the concern so now I'm going to start asking
19 you questions about that.

20 A Okay.

21 Q The money that was used, the
22 beneficiary programs of the \$97 million we've
23 established included emergency work; right?

24 A Yes.

25 Q Now, that emergency work is
26 eligible for recovery under CEMA, C-E-M-A is
27 the acronym, which stands for Catastrophic
28 Emergency Memorandum Account, or PG&E's MEBA,

1 M-E-B-A, which stands for Major Emergency
2 Balancing Account; is that right?

3 A That is correct, but I would like
4 to clarify. While I underspent \$97 million,
5 I overspent on my pole replacement program
6 153, well in excess of that 97. So my logic
7 says I couldn't have spent very much on the
8 emergency from that 97 million.

9 Q So the concern TURN has raised, I
10 think you're aware, is that \$97 million was
11 funded and paid for by ratepayers through the
12 revenue requirement, which we've established,
13 Ms. Ong.

14 A Right.

15 Q Then you have -- then that money is
16 being used for other emergency work that PG&E
17 has the opportunity to recover again through
18 either a CEMA application or through a MEBA,
19 a true-up advice letter; isn't that right?

20 A That is right with regards to the
21 MEBA and the CEMA, yes.

22 Q Okay. Let's say that some of the
23 previously-funded \$97 million was used for
24 emergency work that PG&E is able to
25 successfully recover in a CEMA application.
26 Do you agree that that would be double
27 recovery?

28 A I'd like to take issue with your

1 statement that the 97 million was used for
2 emergency work. What I'm stating is the 97
3 million was used for pole replacement work
4 which was 153 million, well in excess. We
5 did spend on emergency work as well.

6 Q Okay. Well, I'm asking you to
7 assume that some of that previously-funded
8 \$97 million went to other programs, other
9 emergency programs, and that PG&E ultimately
10 is able to successfully recover for that
11 emergency work through a CEMA application.
12 Can you --

13 A I'm unwilling to make that
14 assumption that it was used for emergency
15 work. What I'm saying is it could have, but
16 I'm unwilling to make that assumption because
17 I've stated that 153 million was spent on
18 pole replacement work well in excess of the
19 97 million.

20 Q I'm going to ask you to make that
21 assumption because this is a hypothetical and
22 I believe our testimony shows that that is in
23 fact what happens, but I understand you have
24 the right to disagree.

25 So with that assumption in mind --

26 MR. OUBORG: Your Honor, can I object?
27 If the witness has said he does not agree
28 with it, how can he now be asked to answer a

1 question assuming something he doesn't agree
2 with is true? That's not a hypothetical.
3 That's asking him to disagree with his own
4 testimony.

5 MR. LONG: Your Honor, that's the very
6 definition of a hypothetical. A hypothetical
7 asks for an assumption to be made and for the
8 witness to answer based on the hypothetical.
9 It's up to TURN to demonstrate --

10 ALJ LIRAG: I'll allow it because I
11 want to follow what Mr. Long is trying to get
12 to.

13 MR. OUBORG: Okay.

14 MR. LONG: So again --

15 ALJ LIRAG: Just make clear, Mr. Long,
16 whether you're asking a hypothetical or a
17 non-hypothetical. I think right now we're at
18 the hypothetical.

19 BY MR. LONG:

20 Q Yes. This is a hypothetical and
21 it's asking, Mr. Abranches, for you to assume
22 that some of the previously-funded
23 \$97 million was used for emergency work that
24 PG&E successfully recovered in a CEMA
25 application. Would you agree that that would
26 be double recovery?

27 WITNESS ABRANCHES: If PG&E
28 successfully recovered it in the CEMA

1 application under this hypothetical, yes, it
2 will be double recovery.

3 Q Right. It would be double recovery
4 because it would have recovered once in the
5 revenue requirement in the 2017 GRC.

6 That's number one; correct?

7 A Correct.

8 Q And then number two would be again
9 in the CEMA revenue requirement; correct?

10 A Hypothetically it's correct, but I
11 think Ms. Gibson will be able to explain how
12 the CEMA recovery works to prevent the double
13 recovery from occurring.

14 Q Isn't it the case that PG&E is not
15 able to provide an accounting of how much of
16 the diverted \$97 million may have gone for
17 emergency work that is booked to CEMA or
18 MEBA?

19 A Yes. I cannot provide an exact
20 dollar-to-dollar translation; however, I can
21 show the facts which show that I overspent
22 well in excess of the 97 million. I
23 explained 153 million on a program equivalent
24 to what that 97 million would have been spent
25 on.

26 Q Given your previous answer, this
27 means that a future CEMA or MEBA request
28 could include costs that were previously

1 authorized by the Commission for cost
2 recovery; is that right?

3 A Are we hypothetical here?

4 Q No, we're not in hypothetical.

5 A Could you repeat the question.

6 Q Yes.

7 ALJ LIRAG: Let me alleviate some of
8 your concerns, Mr. Abranches, and also
9 Mr. Ouborg. I will ask Ms. Gibson how the
10 CEMA and the other balancing account works so
11 that way Ms. Gibson will be able to answer
12 why a -- I'm guessing the explanation is that
13 why a double recovery would not work.

14 WITNESS ABRANCHES: Okay.

15 ALJ LIRAG: So don't worry too much
16 about what Mr. Long is asking you and just
17 answer it directly. I will ask that question
18 to Ms. Gibson.

19 Please proceed, Mr. Long.

20 BY MR. LONG:

21 Q All right. So my question again
22 was based on your previous answer. What that
23 means is that a future CEMA or MEBA request
24 could include costs that were previously
25 authorized by the Commission for cost
26 recovery?

27 A Yes.

28 Q Now, I believe -- Ms. Gibson, this

1 question is for you. I'm referring to page
2 2-30, Answer 66. Let me know when you're
3 there.

4 WITNESS GIBSON: I'm here.

5 Q The question asks beginning at
6 line 17, "Is PG&E confident that double
7 recovery of \$97 million of electric
8 distribution capital costs is unlikely?" And
9 then the answer is yes. And then we're going
10 to go over the various reasons you give, but
11 that is your answer.

12 The answer is yes, PG&E is
13 confident that double recovery is unlikely;
14 is that correct?

15 A That is correct.

16 Q So let's look at the reasons you
17 give in that answer. The first reason you
18 give is beginning at line 20, "The processes
19 that PG&E employs around recording costs and
20 dedicated orders and the detailed review of
21 eligible costs by both the LLB and business
22 finance."

23 Do you see that?

24 A I do.

25 Q Okay. How do these processes that
26 you refer to and this detailed review that
27 you refer to avoid double recovery if PG&E
28 does not know whether the source of the funds

1 is seeking, in a CEMA or an MEBA request,
2 came from the \$97 million?

3 A With the Catastrophic Event
4 Memorandum Account and the Major Emergency
5 Balancing Account, they both have independent
6 recovery mechanisms separate from that we
7 have in our base rate system. All
8 emergencies start as Major Emergency
9 Balancing Accounts. All major emergencies
10 start as Major Emergency Balancing Accounts
11 as provided in my testimony.

12 Once a disaster declaration is
13 received, those emergencies are then recoded,
14 the order number that we -- individual
15 specific order number that we set up by
16 division and county is recoded to CEMA
17 separating it from the Major Emergency
18 Balancing Account and from base rates. Then
19 through the Catastrophic Event Memorandum
20 Account proceeding, it is the burden of PG&E
21 to prove incrementality.

22 Q Okay. So my question is about the
23 request, not what happens at the end of it,
24 so at the request.

25 A I'm not sure I understand what you
26 mean by "the request."

27 Q So the request that PG&E may make
28 in a CEMA or MEBA; that is, a CEMA

1 application or a MEBA request for a true-up
2 above the authorized level; okay?

3 A Uh-huh.

4 Q All right. In that request, how
5 does PG&E know that it's not seeking double
6 recovery if it doesn't know whether the
7 source of the funds that enable that work
8 came from the \$97 million?

9 A Because all Catastrophic Event
10 Memorandum Account costs in electric
11 distribution, as I indicated, begin in the
12 Major Emergency Balancing Account. The
13 balancing account is separately funded. The
14 funding does not change month over month. It
15 stays the same regardless of how much money
16 we spend in the program. That balancing
17 account is trued up at the end of the year.

18 So if we underspend another program
19 and we overspend in major emergency, that
20 does not matter. Those dollars do not move.
21 They remain consistent in the Major Emergency
22 Balancing Account. We don't get influx of
23 dollars from other programs. That's why we
24 have a two-way balancing account.

25 Q Let's -- you're talking about MEBA.
26 Let's talk about the CEMA, okay, because --

27 A I understand.

28 Q -- dollars get tracked, they get

1 put in the memorandum account for CEMA.

2 A Uh-huh.

3 Q Now, you do not know whether the
4 \$97 million that's at issue came from -- I'm
5 sorry, is -- you don't know -- you don't know
6 whether the amounts that are in CEMA came
7 from the \$97 million; is that right?

8 A No. I do know that they did not
9 because, as I indicated, all catastrophic or
10 Memorandum Account costs begin as MEBA, begin
11 in the Major Emergency Balancing Account. So
12 if we do not have the ability to move dollars
13 from our base rates into MEBA during the
14 calendar year, the funding stays what it is
15 as established at the beginning of the year
16 to the end of the year.

17 Then once we have an incident or an
18 event that qualifies for Catastrophic Event
19 Memorandum Account recovery, those MEBA
20 orders are recoded to CEMA. So they started
21 in MEBA. We can't bring money into MEBA.
22 They move to CEMA.

23 So if they started in MEBA and we
24 can't move money into MEBA and they moved to
25 CEMA just by recoding, then none of the
26 \$97 million moved into CEMA. In addition,
27 the Catastrophic Event Memorandum Account is
28 an administrative law proceeding much like

1 this proceeding. There's a tremendous burden
2 of proof on PG&E to prove reasonableness of
3 cost and incrementality. So that is the
4 basis for my statement, that it is unlikely
5 that we would have double recovery.

6 Q So going back, we have \$97 million.
7 PG&E doesn't know -- that money gets pooled?

8 A Uh-huh.

9 Q When the money is pooled, it can
10 being used for work that is eligible for
11 recovery under CEMA or MEBA.

12 Are we with -- are we together on
13 that?

14 A I'm not sure I understand your
15 question.

16 Q Okay. Let's go again. We have
17 \$97 million. It's part of the pool of excess
18 funds that Mr. Abranches referred to earlier.

19 A Uh-huh.

20 Q Some of that pool of funds is used
21 for emergency work that is eligible for
22 recovery under CEMA?

23 A No.

24 Q Are we together on that?

25 A No, not with that 97 million pool
26 of money. As I indicated, that 97 million
27 pool of money may be allocated to programs
28 outside of MEBA, but because the Major

1 Emergency Balancing Account is a two-way
2 balancing account, it has its own balancing
3 mechanism outside of the movement of money to
4 fund non-balancing account programs.

5 Q But you don't know if the source of
6 the money in the 97 -- in the pool that
7 includes the \$97 million; isn't that right?

8 A That -- I'm trying to help --
9 Mr. Long, I'm trying to help you
10 understand --

11 Q And I'm trying to ask questions --

12 A And I appreciate that and I know
13 we'll get it together, you and me, and
14 we'll -- so what you're asking is about
15 \$97 million of our base rate programs.

16 Q I don't know what you mean by "base
17 rate programs."

18 A So, for example, as Mr. Abranches
19 indicated, that would be poles, capacity,
20 reliability, things like that. The Major
21 Emergency Balancing Account is separate from
22 that. While we may forecast it in the GRC,
23 when we fund it at the beginning of the year,
24 more money does not pour into that balancing
25 account at the end of the year or in the
26 middle of the year if we overspend. The
27 money that's funded at the beginning of the
28 year stays that same amount through the whole

1 year regardless.

2 So when you're talking about this
3 \$97 million of movement, Mr. Abranches can
4 respond but we may not be able to tell you
5 what specific program from poles, capacity,
6 reliability, WRO, new business, what programs
7 got or received additional funds out of that
8 97 million. But I can tell you that the
9 Major Emergency Balancing Account did not get
10 any of those monies. By definition, the
11 dollars are separate and it has its own
12 reconciliation mechanism at the end of the
13 year.

14 ALJ LIRAG: So then 97 million, it's
15 not tracked where it goes to but you're
16 saying that -- you're definite that zero
17 dollars went into the MEBA.

18 Is that your testimony?

19 WITNESS GIBSON: That's my testimony.

20 BY MR. LONG:

21 Q I asked you -- I ask that you have
22 Data Request Response 34-1 in front of you.

23 Does somebody have that?

24 Your Honor, I did not mark this as
25 an exhibit. This data request response is in
26 the attachments to TURN's testimony.

27 ALJ LIRAG: All right, that's fine.

28 MR. OUBORG: Who is going to get this

1 question?

2 MR. LONG: I do not know.

3 MR. OUBORG: I'd like to make sure the
4 person has the document in front of them.
5 I'm not trying --

6 MR. LONG: The reason I don't know --
7 I'm not trying to play a trick on anybody. I
8 don't know who is the right person to answer
9 the question.

10 ALJ LIRAG: Let's go off the record.

11 (Off the record.)

12 ALJ LIRAG: Let's go back into the
13 record. While we were off the record, we
14 were clarifying which witness had a copy of
15 Mr. Long's question that is going to refer to
16 the document. I think Mr. Abranches has it.

17 WITNESS ABRANCHES: Yes, I do have it.

18 ALJ LIRAG: Mr. Long, please proceed.

19 BY MR. LONG:

20 Q Looking at the first page of that
21 data request, the question asks in Exhibit 4,
22 page 9-15, PG&E explains that PG&E's spending
23 on overhead conductor replacement MAT 08J was
24 lower than imputed adopted in 2017 because
25 PG&E directed construction resources to
26 higher priority emergency work.

27 Referring to this citation, please,
28 and then I want to go down to subpart D:

1 For each program or activity
2 identified, indicate if that work
3 and its associated costs have been
4 or will be booked to CEMA or
5 another memorandum account. If
6 so, please identify the memorandum
7 account, the cost it has been or
8 will be booked to the memorandum
9 account and the units of worked
10 performed.

11 So now let's look at the response
12 to subpart D.

13 Of the programs noted in
14 subpart A, some major emergency
15 work is eligible for recovery
16 through CEMA.

17 Do you see that response?

18 WITNESS ABRANCHES: I do.

19 Q That response is saying that some
20 of the work that was not used for the program
21 at issue was being used for work that is
22 eligible for recovery through CEMA; isn't
23 that right?

24 ALJ LIRAG: Let's go off the record.
25 (Off the record.)

26 ALJ LIRAG: Let's go back on the
27 record.

28 Does someone have an answer?

1 WITNESS ABRANCHES: Yeah, let me make
2 an attempt at the answer here.

3 ALJ LIRAG: All right.

4 WITNESS ABRANCHES: I think what we've
5 indicated in the answer is that the
6 recourses, right, were moved to higher
7 priority emergency work. Okay. And it says
8 "Of the programs noted in subpart A, some
9 emergency work is eligible for work through
10 CEMA."

11 So all it's stating here is that
12 some of the emergency work where those
13 resources were diverted are eligible for CEMA
14 recovery.

15 BY MR. LONG:

16 Q And then the point is that you
17 don't know the work that was diverted to --
18 you don't -- for the work that's going --
19 sorry -- for the funds that are going for
20 emergency work that are eligible for recovery
21 under CEMA pursuant to the response to 1-D,
22 you don't know where those funds came from
23 and whether those funds came from, among
24 other places, the \$97 million?

25 A I disagree. I do know where those
26 funds came from. As Ms. Gibson indicated, at
27 the start of the year, dollars are allocated
28 to the MEBA balancing account. We don't

1 shift dollars in there nor do we take dollars
2 from there.

3 So the 97 million that was
4 underspent on the other programs were not put
5 in there in the first place. So I don't know
6 how we would take it from there if we did not
7 put it in there.

8 Q Well, I'm piecing together these
9 data request responses and we've already
10 established that we have a pool of excess
11 funds that includes the \$97 million, and then
12 we have this response that says -- which is
13 for part of that \$97 million -- that says, in
14 citing PG&E Exhibit 4, page 9-15, "PG&E's
15 spending was lower than imputed because PG&E
16 directed construction resources to higher
17 priority emergency work."

18 A Correct.

19 Q And then we have subpart D saying
20 that some of that emergency work is eligible
21 for recovery under CEMA; right?

22 A That's correct. We are two
23 separate -- what you're blending is two
24 issues into one. Construction resources that
25 were dedicated to doing this work was
26 directed to emergency response work. There
27 is no dispute about that. The funds that
28 were allocated for the base programs were not

1 allocated to that because the MEBA balancing
2 account has its own budget and those
3 resources, as they were working, the
4 emergency charged that budget.

5 Now, should a CEMA event be
6 declared, you take the MEBA dollars and
7 decide which portion of those are incremental
8 and can get CEMA recovery as Ms. Gibson has
9 indicated.

10 Q And you're saying incremental, but
11 you don't know whether they're incremental
12 because you don't know where they came from;
13 isn't that right?

14 A I'll let Mrs. Gibson answer.

15 WITNESS GIBSON: So as I indicated,
16 Mr. Long, we do know that the dollars came
17 from MEBA into CEMA.

18 Q Okay.

19 A We do know that.

20 Q But MEBA is a balancing account
21 that can track funds that can exceed the
22 forecast amount; correct?

23 A Yes.

24 Q And so if the MEBA balancing
25 account exceeds the forecast amount, which is
26 in fact what's going to happen for this
27 2017-to-2019 period; isn't that right?

28 A Yes.

1 Q Then those excess funds above the
2 forecast are eligible for recovery in a
3 true-up filing the following year; isn't that
4 right?

5 A Yes.

6 Q Okay. And so those excess funds
7 could include the \$97 million; isn't that
8 right?

9 A No, that is not correct.

10 Q And tell me why that's not correct.

11 A So as I've indicated, we forecast
12 for the Major Emergency Balancing Account at
13 the beginning of the year. However much we
14 spend in that account, that funding does not
15 change. As you indicated, we balance that
16 out in a separate true-up process. We do not
17 intermingle funds from the base rate programs
18 into the Major Emergency Balancing Account
19 because it has its own balancing mechanism.

20 If we underspend in MEBA, then that
21 money goes back to the customers in a rate
22 reduction. If we overspend in MEBA, then it
23 goes to the true-up process and we would see
24 probably a minor rate increase. That is how
25 MEBA works. As I've indicated, CEMA is a
26 separate memorandum account, but all major
27 emergency spending starts as MEBA. So
28 because it starts as MEBA and no money moves

1 in and out of MEBA, if we underspend other
2 programs, then none of that \$97 million would
3 be in MEBA or in CEMA.

4 Q Okay. Well, I'm afraid we're going
5 to have to agree to disagree on this issue
6 and we'll cover that in brief. So that's all
7 my questions. Thank you.

8 EXAMINATION

9 BY ALJ LIRAG:

10 Q So you're saying that all the
11 funding that's in CEMA comes from MEBA; is
12 that correct?

13 WITNESS GIBSON: In electric
14 distribution, yes.

15 Q So why does the response say
16 certain amount of the funds that went through
17 emergency work are recoverable through CEMA
18 if the funds won't even go to CEMA?

19 A Of the 97 million? Is that what
20 you're referring to, your Honor?

21 Q Yes. Specifically referring to
22 whatever that data request was that Mr. Long
23 referred to?

24 MR. LONG: 34-1.

25 BY ALJ LIRAG:

26 Q The answer is that some of the
27 funding for that \$97 million is recoverable
28 through CEMA indicating that, at least from

1 the way I heard it, is that some of the
2 funding comes from that and then it's
3 recoverable through CEMA.

4 Are you saying that that's not
5 true?

6 WITNESS ABRANCHES: That's not true.
7 It's not the funding. It's the works. It
8 says "Some of the major emergency work is
9 eligible for recovery through CEMA." We do
10 have --

11 Q Was the work differentiated from
12 the funding that funds the work?

13 A The funding for the work is
14 allocated beginning of the year. The volume
15 of work may change, may go up and down
16 depending on the scope of that event that
17 takes place.

18 So the funding -- the work
19 basically will draw -- the resources that are
20 doing the work will charge orders
21 specifically that have been set up in the
22 major event balancing account. It won't
23 charge the orders that were set up in case.
24 That's how we distinguish the financials from
25 the work.

26 Q So the work will pass onto CEMA but
27 it won't be charged. Is that what you just
28 said or no?

1 A Correct. The work is what you look
2 at.

3 WITNESS GIBSON: Yeah. So I think what
4 we were interpreting the question was about
5 resources. The resources will move to the
6 highest priority work.

7 Q Right.

8 A The money does not follow those
9 resources.

10 Q All right. So that's -- you're
11 making a distinction --

12 A Yes.

13 Q So the work moves into CEMA and
14 it's recoverable through that --

15 A Yes.

16 Q -- but the funding will not follow
17 that work. The funding will still fund from
18 whatever funds move from MEBA to CEMA. So
19 that's a --

20 A That's correct, your Honor.

21 MR. LONG: Could I ask a follow-up,
22 your Honor?

23 ALJ LIRAG: Yes.

24 MR. LONG: CEMA is a memorandum account
25 and the memorandum account, it doesn't
26 track -- it tracks dollars. Isn't that what
27 an account like that does, it tracks dollars?

28 WITNESS GIBSON: I'm not sure I

1 understand your question.

2 MR. LONG: Dollars --

3 WITNESS GIBSON: It's not a forecasted
4 program if that's what you're asking.

5 MR. LONG: It's tracking dollars, isn't
6 it, a memorandum account?

7 WITNESS GIBSON: Yes.

8 MR. LONG: All right. So I don't
9 understand how a memorandum account tracks
10 work. Maybe it indicates what the dollars
11 were spent for, but the purpose of it is to
12 track the dollars for potential future
13 recovery; isn't that right?

14 WITNESS GIBSON: Well, in order to
15 incur dollars, work has to be done. That's
16 how we interpreted our response to that
17 question was based on the movement of
18 resources from base work into CEMA.

19 MR. LONG: Thank you, your Honor.

20 ALJ LIRAG: All right.

21 ALJ Lau.

22 ALJ LAU: So just a follow-up question.
23 In regards to the MEBA, if there is an
24 underspending of a MEBA, does it go into that
25 97 million bucket?]

26 THE WITNESS: No, it does not.

27 ALJ LAU: So it's just tracked
28 separately?

1 THE WITNESS: That's correct.

2 ALJ LAU: Thank you.

3 ALJ LIRAG: Mr. Ouborg probably has
4 redirect questions.

5 MR. OUBORG: Could I confer?

6 ALJ LIRAG: Let's take -- we'll give
7 you just a couple minutes. All right.

8 Let's go off the record.

9 (Off the record.)

10 ALJ LIRAG: Let's go back on the
11 record.

12 Mr. Ouborg.

13 MR. OUBORG: Your Honor, we have no
14 redirect.

15 ALJ LIRAG: All right. I guess, thank
16 you -- well, let's take up Mr. Long's
17 exhibit. Is there a move to admit Exhibit 90
18 into the record?

19 MR. LONG: Yes, your Honor.

20 ALJ LIRAG: Any objections?

21 (No response.)

22 ALJ LIRAG: Hearing none, Exhibit 90 is
23 received into the record.

24 (Exhibit No. 90 was received into
25 evidence.)

26 ALJ LIRAG: Thank you, Mr. Abranches,
27 Ms. Gibson and Ms. Ong.

28 Is this the last we're seeing of Mr.

1 Abranches?

2 MR. ABRANCHES: I believe I come back
3 on Friday.

4 ALJ LIRAG: Tough schedule.

5 Ms. Gandesbery.

6 MS. GANDESBERY: Your Honor, I'd like
7 to move Exhibit 6 into the record. I know it
8 says that it was admitted.

9 ALJ LIRAG: I don't think it is. All
10 right.

11 Any objections to Exhibit 6?

12 (No response.)

13 ALJ LIRAG: Exhibit 6 is received into
14 the record.

15 (Exhibit No. 6 was received into
16 evidence.)

17 ALJ LIRAG: And please let us know for
18 any of those exhibits when they are done.
19 I'll leave it for PG&E to let us know if they
20 are ready to be offered for admission into
21 the record. So, again, the three witnesses
22 are excused. Thank you.

23 So let's go off the record for a
24 little bit just to get them out.

25 (Off the record.)

26 ALJ LIRAG: Let's go back into the
27 record.

28 So that's all we have for today. I

1 don't believe any of the witnesses are ready
2 to be moved up to today.

3 MS. GANDESBERY: No, your Honor.

4 ALJ LIRAG: So then we'll have --
5 tomorrow we'll have Mr. Kurtz, Ms. Cowsert,
6 Mr. -- is that Klemm?

7 MS. GANDESBERY: Klemm.

8 ALJ LIRAG: Mr. Brown, Ms. Bartman, Mr.
9 Zenner and Mr. -- there's two presenters, oh,
10 on different topics.

11 MS. GANDESBERY: Yes.

12 ALJ LIRAG: All right. Then I believe
13 you've updated which ones -- which
14 cross-examinations are being waived.

15 MS. GANDESBERY: Yes.

16 ALJ LIRAG: So this board that we see
17 now is fairly accurate?

18 MS. GANDESBERY: Yes, your Honor.

19 ALJ LIRAG: And as I promised, Ms.
20 Ramaiya, tomorrow we'll have a final word on
21 the witnesses who's cross -- I mean, where
22 there's no cross. So -- all right. Thank
23 you. We're in recess until tomorrow at 9:30.

24 Off the record.

25 (Whereupon, at the hour of 12:21
26 p.m., this matter having been continued
27 to 9:30 a.m., October 1, 2019 at
San Francisco, California, the
Commission then adjourned.)

28 * * * * *

BEFORE THE PUBLIC UTILITIES COMMISSION
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CSR NO. 7896

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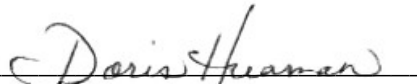
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