

From: Kim, Ann (Law  
Sent: 4/12/2013 3:24:59 PM  
To: 'marcel@turn.org' (marcel@turn.org); Farrar, Darwin (darwin.farrar@cpuc.ca.gov);  
Lee, Cleveland (cleveland.lee@cpuc.ca.gov)  
Cc: Hughes, John (Reg Rel) (/O=PG&E/OU=Corporate/cn=Recipients/cn=J8HS);  
Redacted  
Bcc:  
Subject: RE: A11 09 014, PG&E's 2009 to 2011 CEMA Application, All-Party Motion for  
Settlement Agreement and All-Party Motion for Admission of Testimony

Dear ALJ Farrar,

I have consulted with counsel for DRA and TURN, and we have agreed on the following responses to your questions.

1) Will the above referenced filing affect the settlement agreement? If so, how?

Answer: No, the filing of the 2014 GRC does not affect the settlement agreement.

2) Is there another source from which the CEMA related costs might be better secured?

Answer: No, the reasonable costs of responding to declared disasters are statutorily and most appropriately recovered through the CEMA.

3) Would using another source to fund the CEMA costs violate or in any way contradict the settlement agreement?

Answer: Yes, the Settling Parties agree that PG&E's 2013 CEMA revenue requirement shall be \$26.537 million. (Settlement Agreement, Paragraph 4.5.) It does not reference any other type of revenue requirement.

Please let me know if you have any further questions. Thank you.

*Ann Kim*

*Lead Counsel, Customer Programs*

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**From:** Farrar, Darwin [mailto:darwin.farrar@cpuc.ca.gov]

**Sent:** Monday, April 08, 2013 1:59 PM

**To:** [Redacted]; Kim, Ann (Law); Lee, Cleveland; 'marcel@turn.org'

**Subject:** RE: A11 09 014, PG&E's 2009 to 2011 CEMA Application, All-Party Motion for Settlement Agreement and All-Party Motion for Admission of Testimony

Parties:

It is my understanding that the GRC filing contemplated in the settlement agreement has already been made.

Please meet and confer then provide a joint response to the following questions:

- 1) Will the above referenced filing affect the settlement agreement? If so, how?
- 2) Is there another source from which the CEMA related costs might be better secured?
- 3) Would using another source to fund the CEMA costs violate or in any way contradict the settlement agreement?

Please forward me your response to these questions by COB on April 22, 2013.

Thank you,

Darwin E. Farrar

Administrative Law Judge

California Public Utilities Commission