

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

**ENERGY DIVISION**

**RESOLUTION E-4734**

**October 1, 2015**

**R E S O L U T I O N**

Resolution E-4734. Implementation of the Green Tariff Shared Renewables (GTSR) program pursuant to Decision (D.) 15-01-051.

**PROPOSED OUTCOME:**

- The Customer Side Implementation Advice Letters (CSIALs) and Joint Procurement Implementation Advice Letter (JPIAL) are approved with modifications to conform with D.15-01-051 and address protested issues. Pacific Gas & Electric (PG&E), Southern California Edison (SCE) and San Diego Gas & Electric (SDG&E) shall file supplements to the CSIALs and JPIAL in compliance with this Resolution within 20 days. The Marketing Implementation Advice Letters (MIALs) are approved as supplemented.

**SAFETY CONSIDERATIONS:**

- There is no impact on safety.

**ESTIMATED COST:**

- Marketing and administration costs will likely be in the tens of millions of dollars over the lifetime of the GTSR program, but these will be borne exclusively, on an opt-in basis, by GTSR customers and will not be shifted onto non-GTSR ratepayers.

By PG&E Advice Letter (AL) 4639-E, SCE AL 3219-E, SDG&E AL 2745-E, PG&E AL 4638-E, SCE AL 3220-E, SDG&E AL 2744-E, SCE AL 3218-E, PG&E 4637-E and SDG&E 2743-E, Filed May 13, 2015; SDG&E AL 2745-E-A, Filed July 30, 2015; SDG&E AL 2744-E-A, Filed August 11, 2015; and PG&E AL 4638-E-A and SCE AL 3220-E-A Filed August 14, 2015.

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PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

**Table of Contents**

Summary ..... 4

Background..... 5

    Procedural Background ..... 5

    Outlines of the GTSR program ..... 6

    Approval of the CSIALs, together with the MIALs and JPIAL, is required for the IOUs to formally begin the GTSR program. .... 7

Notice..... 9

Protests ..... 10

Discussion ..... 10

    Issues not necessarily contrary to the Decision but requiring clarification ..... 10

        Breakout of the Power Charge Indifference Amount (PCIA) on the GTSR customer’s bill ..... 10

        Transparency and accuracy of PG&E’s and SCE’s ECR rate components..... 13

        PCIA vintaging methodology ..... 15

        Applicability of one year reenrollment restrictions to defaulted CCA customers ..... 16

        Municipal government representation in PG&E’s external advisory group. 17

        Protection of confidential ECR customer information..... 18

        ECR rate design and incentives to develop ECR projects ..... 18

        SDG&E’s Interim GTSR Pool ..... 20

        Proposal to apply Transitional Bundled Service (TBS) Requirements to GTSR customers leaving the program ..... 21

        ReMAT procurement for ECR projects ..... 22

        Third-party marketing review criteria ..... 25

        SCE’s proposed customer complaint mechanism ..... 26

Proposed program details contrary to the Decision..... 27

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A,  
SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E,  
SDG&E AL 2743-E/PD1

Ensuring third-parties do not circumvent the CCA Code of Conduct..... 27

Limitation of customer eligibility for ECR projects to those customers in the same county or within 10 miles of a project’s location ..... 29

SDG&E’s determination of “initial community interest” ..... 32

Ongoing minimum subscription requirements applied to ECR projects ..... 33

Comments..... 35

Findings and Conclusions ..... 38

Ordering Paragraphs..... 40

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

## **SUMMARY**

On May 13, 2015, the investor-owned utilities (IOUs) submitted their plans to implement the GTSR program, pursuant to ordering paragraph 2 of D.15-01-051. These plans were contained in the Customer Side Implementation Advice Letters (CSIALs), Marketing Implementation Advice Letters (MIALs) and Joint Procurement Implementation Advice Letter (JPIAL).<sup>1</sup>

The CSIALs, MIALs and the JPIAL were suspended pending review of their contents by this Commission (CPUC). Several protests were received concerning the CSIALs, MIALs and JPIAL, and those protests are discussed in this Resolution.

While the CSIALs and JPIAL largely comply with D.15-01-051 ("Decision"), in some respects they fail to comply with the Decision. This Resolution identifies those deficiencies and orders the IOUs to file supplements to the CSIALs and JPIAL within 20 days to remedy them. The MIALs, as supplemented, are approved.

Specific changes to the CSIALs and JPIAL ordered by this Resolution include:

- The IOUs are ordered to make clear that once initial community interest is demonstrated and a power purchase agreement (PPA) is signed for a given Enhanced Community Renewables (ECR) project in an IOU's territory, subscribers for that project may come from anywhere in the IOU's territory.

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<sup>1</sup> The JPIAL was filed by SCE on behalf of all three IOUs. While there is only one JPIAL, it has three different numbers – one for each IOU. SCE's JPIAL number is 3218-E, PG&E's JPIAL number is 4637-E and SDG&E's JPIAL number is 2743-E. SDG&E's original CSIAL (SDG&E AL 2745-E) was supplemented on July 30, 2015 (SDG&E AL 2745-E-A).

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

- The IOUs are ordered to make clear that once initial community interest is demonstrated, and a PPA is signed for a given ECR project in an IOU's territory, there is no ongoing subscription requirement for an ECR project for any purpose other than to determine whether the Unsubscribed Energy Price should be paid.
- The IOUs are ordered to require attestations from an ECR developer that their marketing will not "circumvent" the Community Choice Aggregation (CCA) Code of Conduct.

Other changes ordered by this Resolution are relatively minor and include breaking out the Power Charge Indifference Amount (PCIA) charge on a GTSR customer's bill, requiring IOU maintenance of websites that show historical trends in GTSR rate components, and clarification of PCIA vintaging rules. SDG&E's use of its "Alternative B" for its GTSR Interim Procurement pool is also authorized.

## **BACKGROUND**

### *Procedural Background*

In 2013 the Legislature passed, and the Governor signed, SB 43 (Wolk, 2013) establishing the GTSR program and requiring the CPUC to implement the program in a timely manner.<sup>2</sup> The Decision began the process of implementation and required the IOUs to file the CSIALs, MIALs and JPIAL addressed in this Resolution.

Phase IV of the GTSR proceeding (Application (A.)12-01-008, et al) implementing SB 43 is ongoing and will consider further refinements to the GTSR program in 2015 and 2016.

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<sup>2</sup> SB 43 is codified in Public Utilities Code (P U Code) Sections 2831 to 2834.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

### *Outlines of the GTSR program*

As defined by SB 43 and the Decision, the GTSR program has the following primary features:

- The GTSR program consists of a “green tariff” (GT) option and an “enhanced community renewables” (ECR) option, both of which are to be administered by the IOUs.
- The GT option is a premium rate product that allows IOU customers to pay extra each month for solar energy<sup>3</sup> generation that meets between 50% and 100% of their monthly usage. The ECR option is a “community solar” product that allows IOU customers to purchase a share of a solar development to meet their energy needs.
- There is a statewide cap of 600MW for both options. In addition, there is a 100MW carveout for projects procured in environmental justice (EJ) areas that may be no larger than 1MW. There is also a 100MW carveout for residential customers, and 20MW of GTSR development is reserved for the City of Davis.
- Rate design must ensure ratepayer indifference – non-GTSR customers cannot bear GTSR costs.
- The GTSR program has a sunset date of January 1, 2019.<sup>4</sup>
- GTSR customers can subscribe for up to one year, but no longer pursuant to the Decision. Enrollment may be renewed at the customer’s discretion.
- Projects may not be greater than 20MW in capacity, and the current minimum project capacity is 500kW.

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<sup>3</sup> The GTSR program is currently limited to solar generation, but may eventually include other forms of renewable energy.

<sup>4</sup> The GTSR program may be extended past this date in accordance with D.15-01-051 at 82-83.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

*Approval of the CSIALs, MIALs and JPIAL is required for the IOUs to formally begin the GTSR program.*

The Decision ordered the IOUs to file three sets of advice letters, and those are all addressed in this Resolution. We summarize relevant provisions of the Decision pertaining to these advice letters below.

The Decision required the CSIALs to, among other things:

- Address rate design issues for both the GT and ECR components of the GTSR program.
- Include a description of the Interim GTSR Pool of resources – including information to allow for Energy Division (ED) evaluation of its cost relative to other renewable portfolio standard (RPS) projects.
- Describe the overall ECR program, including: bill presentment for ECR that makes it easy to understand; form language for an AmLaw 100 securities opinion letter; and specific standards for demonstrating sufficient community interest in an ECR project.
- Provide a methodology for calculating GTSR termination fees, and if no termination fee is proposed provide an explanation as to how indifference will be maintained.
- Describe how the Competition Transition Charge (CTC) will apply to GTSR customers.
- Provide details on the “indifference adjustment” for GTSR customers, based on a vintaged Power Charge Indifference Amount (PCIA).
- List of the categories of CAISO and other charges intended for inclusion in the CAISO grid charge and how they may change over time.
- Provide details of the calculation and current values for the Resource Adequacy (RA) charge and credit.
- Delineate the categories of administrative expenses deemed shared between GTSR customers, provide information on how those allocations

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

are made, and break out in detail the proposed administrative and marketing costs.

- Provide details on the proposed GTSR rate design methodology and an actual calculation of GTSR rates for 2015.
- Provide details of the rate charges and credits and the procedural mechanism by which they are recovered.
- Provide a list of regular GTSR reports and their anticipated content.

The Decision required the MIALs to, among other things:

- Provide details of the marketing plans to be used by IOUs for GT and ECR.
- Estimate a budget and metrics for the plan.
- Provide marketing evaluation plans and schedules.
- Describe the tools, information and details that will be provided to customers.
- Describe the proposed use of multi-lingual messaging and non-digital marketing channels in diverse cultural communities, consistent with SB 43.
- Determine the role of advisory group and/or description of community outreach efforts.
- Describe proposed outreach to low-income and vulnerable customers.
- Describe how the IOUs will avoid selective marketing in a CCA's territory.
- Describe the use of both digital and non-digital enrollment, including website, call center and hardcopy.
- Propose annual marketing and budget plans to be approved, via Advice Letter, including quantitative assessments of the effectiveness of the prior year's marketing campaigns.
- Detail ECR marketing plans and third party compliance mechanisms.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

The Decision required the JPIAL to, among other things:

- Detail a plan to meet the Decision’s advanced procurement requirement.
- Include details or changes to RAM and ReMAT program and standard contract necessary for GTSR.
- Detail a standardized methodology to determine additionality of GTSR resources.
- Provide a uniform mechanism for tracking and reporting renewable energy credits (RECs).
- Include a standardized methodology for tracking and maintaining separation between temporary RPS resources used for initial procurement, and GTSR resources that are over-procured and transferred to RPS.
- Describe proposals for prioritizing GTSR projects and Environmental Justice projects (e.g., separate buckets for each in ReMAT).
- Provide a list of the 20% most impacted census tracts in each IOU’s territory for the EJ procurement reservation.
- Provide an overall ECR program description.
- Attach a proposed ECR Rider for the standard ReMAT contract – which must be standard for all three IOUs.
- Describe the reporting of procurement.

On May 13, 2015, the IOUs timely filed the JPIAL (SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E), the CSIALs (PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E), and the MIALs (PG&E AL 4638-E, SCE AL 3220-E, SDG&E AL 2744-E).

## **NOTICE**

Notices of the CSIALs, MIALs and the JPIAL were made by publication in the CPUC’s Daily Calendar. The IOUs state that their CSIALs, MIALs and JPIAL were distributed in accordance with General Order (G.O.) 96-B, and were also served on the A.12-01-008 service list.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

## **PROTESTS**

Several protests were timely filed on the CSIALs, MIALs and the JPIAL. The Solar Energy Industries Association (SEIA) protested both PG&E's and SCE's CSIAL, as well as the JPIAL. The City of Lancaster protested the JPIAL and SCE's MIAL. The City and County of San Francisco (CCSF) protested PG&E's CSIAL. Marin Clean Energy (MCE) protested the CSIALs of PG&E, SCE and SDG&E. PG&E, SCE and SDG&E each timely filed replies to these protests. All of these protests and replies are considered in the discussion below.

## **DISCUSSION**

As noted above, the IOUs are ordered to file supplements to their CSIALs and JPIAL within 20 days of this Resolution's adoption to conform with the Decision and address protested issues. The MIALs, as supplemented, are approved. The relevant facts and protests surrounding this decision are discussed below.

### *Issues not necessarily contrary to the Decision but requiring clarification*

#### **Breakout of the Power Charge Indifference Amount (PCIA) on the GTSR customer's bill**

In the Decision we authorized the assessment of an "indifference charge" for GTSR customers that would be based on the PCIA charge that the IOUs use in the Direct Access (DA) and Community Choice Aggregation (CCA) context.<sup>5</sup> The PCIA is intended to reflect the cost of above-market generation resources procured on behalf of customers that subsequently leave bundled service. The Decision uses the PCIA as a proxy indifference charge for GTSR customers to ensure that non-GTSR customers remain indifferent to the stranded procurement costs produced by GTSR customers when they switch to GTSR generation.<sup>6</sup>

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<sup>5</sup> D.15-01-051 at 102.

<sup>6</sup> *Id.* at 102-103.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

In its CSIAL, SDG&E demonstrated how it plans to display the PCIA as a separate charge on a GTSR customer's bill.<sup>7</sup> However, PG&E and SCE both declined in their CSIALs to break out the PCIA as a separate element of the customer's bill.

MCE's protests to PG&E's and SCE's CSIALs highlighted this issue. MCE argued that by failing to breakout the PCIA from other GTSR program charges on the face of a customer's bill, it would "create customer confusion and may steer ratepayers to leave CCA service for GTSR or ECR service in [an] attempt to avoid paying the PCIA."<sup>8</sup> CCSF argued that the PCIA should be independently displayed on a customer's bill as well, along with other components of PG&E's GTSR "Program Charge."<sup>9</sup>

In its reply to MCE's protest, PG&E offered to display the PCIA as a separate charge on a GTSR customer's bill.<sup>10</sup> SCE, in its reply to MCE's protest, declined to do so.<sup>11</sup>

SCE's reply notes that a breakout of the PCIA is not specifically required by the Decision.<sup>12</sup> Breaking out the PCIA as a separate charge on a customer's bill is not precluded by the Decision either. We are persuaded by MCE and CCSF that ensuring that bill comparisons are equivalent between CCA and GTSR customers are reasonable and in accord with general state policy to maintain competitive

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<sup>7</sup> SDG&E CSIAL, Appendix B at 2.

<sup>8</sup> MCE Protest to PG&E CSIAL at 2. MCE also requests that the PCIA be made apparent on the face of PG&E's E-GT tariff sheet. MCE made similar arguments in respect of SCE's CSIAL.

<sup>9</sup> CCSF Protest at 3.

<sup>10</sup> PG&E Reply at 3.

<sup>11</sup> SCE Reply at 3.

<sup>12</sup> *Id.*

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

neutrality between CCAs and IOUs.<sup>13</sup> In order to maintain consistency among the IOUs in their implementation of GTSR, we order SCE and PG&E in their supplements to the CSIALs, and in their implementation of the GTSR program, to break out, for PG&E, the PCIA and, for SCE, the “Indifference Adjustment” (defined as the sum of the PCIA and Competition Transition Charge) as a separate charge on a GTSR customer’s bill and to ensure that the bill describes the PCIA and the “Indifference Adjustment” in a way that is easily understandable.<sup>14</sup> SDG&E does not appear to define the PCIA on the face of its sample bills in its CSIAL,<sup>15</sup> and is ordered to ensure that a GTSR customer’s bill describes the PCIA in a way that is easily understandable as well.

We decline to adopt CCSF’s broader suggestion that all program charges be broken out on a customer’s bill, as the Decision calls for rate simplicity and easily understandable bills.<sup>16</sup> PG&E notes in their reply to CCSF’s protest that they plan to display all of the GTSR program charge components on their website,<sup>17</sup> and we find this is a reasonable way of communicating the panoply of GTSR charge and credit components to customers.

In order to maintain consistency among the IOUs in their implementation of GTSR, all of the IOUs are ordered to maintain a GTSR program webpage that provides a breakdown on the face of the webpage (as opposed to doing so via hyperlink) of all the individual GTSR program charges and credits, their

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<sup>13</sup> See, e.g., P U Code Sections 396.5, 707 and the CCA Code of Conduct as outlined in D.12-12-036.

<sup>14</sup> We note that the PCIA is a particularly difficult charge to explain to customers.

<sup>15</sup> SDG&E CSIAL, Appendix B at 4; Appendix C at 4.

<sup>16</sup> See, D.15-01-051 at 66-67.

<sup>17</sup> PG&E Reply at 3.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

components, and the historical trends for each to the extent they are available dating back 10 years.<sup>18</sup>

### **Transparency and accuracy of PG&E's and SCE's ECR rate components**

SEIA protests PG&E's and SCE's CSIAL on the grounds that both advice letters fail to show how ECR charges and credits are calculated, fail to demonstrate the historical basis for those charges, and therefore fail to provide potential ECR customers with the information they need to evaluate a potential subscription in an ECR project.<sup>19</sup> We agree, and conclude from SEIA's argument that these shortcomings run afoul of the statute's requirement that the IOUs "provide support" for ECR development.<sup>20</sup>

SEIA's particular arguments with respect to PG&E's CSIAL are that it: 1) fails to properly cite the source for its historical rate component data; 2) is unclear as to which charges ECR customers will pay and the elements that comprise them – noting in particular that there is inconsistency between the sample bill charges and the formal charge tables; 3) presents a class average generation cost for E-20 customers that is misrepresented; and 4) presents incorrect Resource Adequacy (RA) values for ECR projects.<sup>21</sup>

PG&E's response to SEIA's arguments on these points is to: 1) correct the reference for historical PCIA data cited in its CSIAL; 2) fully explain the relationship between the various rate component tables in the CSIAL and

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<sup>18</sup> The historical charge/credit information is helpful for potential ECR customers as it allows them to evaluate the financial impact of a long-term ECR subscription. Therefore, providing this information in an easily accessible public format allows the IOUs to "provide support" for ECR development per Public Utilities Code § 2833(o).

<sup>19</sup> SEIA Protest to PG&E and SCE CSIALs at 5-7.

<sup>20</sup> Public Utilities Code § 2833(o).

<sup>21</sup> SEIA Protest to PG&E and SCE CSIALs at 5-6.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

proposed ECR bill presentation; 3) argue that it is appropriate to break out the E-20 T subclass from other voltage subclasses of the E-20 class; and 4) grant that the actual RA values for a given ECR project will be project-specific.<sup>22</sup>

SEIA's argument with respect to SCE's CSIAL is that the historical basis for its ECR charges and credits is difficult to determine.<sup>23</sup> SEIA asserts that "[t]o properly plan ECR projects and structure subscriber agreements, developers need to understand how changing ECR rate components will affect project and customer economics. This cannot be done without straightforward access to information that the IOUs collect and publish."<sup>24</sup> SCE's reply is that the historical rate information is available on its website and is also included in its annual, publicly available Energy Resource Recovery Account (ERRA) filing.<sup>25</sup>

As explained in more detail above, we will be ordering the IOUs to maintain a GTSR program webpage that provides a breakdown on the face of the webpage of all the individual GTSR program charges and credits, their components, and the historical trends for each (to the extent they are available) dating back 10 years. We believe this allows potential ECR developers and customers to evaluate the various price components that may be applicable to their arrangement.

We believe it is appropriate for PG&E to break out the class average generation rates for its subclass of E-20 customers.

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<sup>22</sup> PG&E Reply at 3-6.

<sup>23</sup> SEIA Protest to PG&E and SCE CSIALs at 7.

<sup>24</sup> *Id.*

<sup>25</sup> SCE Reply at 5.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

### **PCIA vintaging methodology**

In its CSIAL, PG&E proposed to vintage a customer's PCIA according to the year in which GTSR service is requested.<sup>26</sup> They did not specify if the PCIA vintage would be tied to a customer's account or residence. Other CSIALs were somewhat vague regarding temporal and geographical PCIA vintaging, and MCE requested in its protests that clarification be sought by the CPUC.<sup>27</sup>

In PG&E's reply to MCE's protest, they agreed that they would offer to vintage a GTSR customer's PCIA to the year before they took service if they took GTSR service in the first half of a given year, in accordance with the methodology set out in D.08-09-012.<sup>28</sup> In its reply, SCE clarified that the vintage would run with a customer's account rather than its location.<sup>29</sup> SDG&E in its reply proposed to adopt the "prior year" methodology for customers that began receiving GTSR service in the first half of the year, and clarified that the PCIA vintage ran with a customer's account.<sup>30</sup>

Given that there is some uncertainty on this issue and that it could have a material effect on a customer's PCIA charge, we order the IOUs in their supplements to the CSIALs to clarify that a customer taking GTSR service in the first half of a year will be assigned the previous year's PCIA vintage,<sup>31</sup> and that customers retain their PCIA vintage if they relocate within the IOU's territory.

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<sup>26</sup> PG&E CSIAL at 12.

<sup>27</sup> MCE Protest of PG&E CSIAL at 2.

<sup>28</sup> PG&E Reply at 7.

<sup>29</sup> SCE Reply at 3-4.

<sup>30</sup> SDG&E Reply at 2.

<sup>31</sup> We are aware that D.15-01-051 (at 103-104) refers to PCIA vintaging "by the year" the customer enrolled in GTSR, but the apparent agreement on this method of vintaging among several of the parties and previous CPUC approaches to this issue lead us to conclude that "by the year" can reasonably refer to Year X if GTSR enrollment takes

*Footnote continued on next page*

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

### **Applicability of one year reenrollment restrictions to defaulted CCA customers**

In its CSIAL, PG&E proposed that any GTSR customer may cancel or change their enrollment at any time, however the former GTSR customer would not be allowed to reenroll or otherwise change their GTSR plan for a period of one year after leaving GTSR service.<sup>32</sup> SCE and SDG&E have similar provisions in their CSIALs.<sup>33</sup>

CCSF argues in its protest of PG&E's CSIAL that the one year reenrollment limitation should be waived for GTSR customers that leave GTSR service because they are defaulted to CCA service.<sup>34</sup> CCSF reasons that such customers may not be aware that being defaulted to a CCA means they also leave the GTSR program. PG&E's reply is that this request is reasonable, and that PG&E's customer service representatives will be given the ability to "override this enrollment limitation should a customer encounter this scenario."<sup>35</sup>

CCSF's and PG&E's positions are reasonable as they seek to protect GTSR customers from inadvertent penalties and limitations on their GTSR participation that do not result from their active enrollment choices. Because it is possible that a future CCA in any IOU territory may default GTSR customers off of the GTSR program, this exception to the one year reenrollment limitation shall apply to all three IOUs. All IOUs are therefore ordered to supplement their CSIALs to specify that their customer contact representatives will be authorized to override the one year reenrollment limitation if the customer was a GTSR customer that

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place in the first six months of Year X+1. SCE reaches the same conclusion in their CSIAL (at 17, footnote 57).

<sup>32</sup> PG&E CSIAL at 3.

<sup>33</sup> SCE CSIAL at 4; SDG&E CSIAL at 7.

<sup>34</sup> CCSF Protest at 1-2.

<sup>35</sup> PG&E Reply at 9.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

was then defaulted onto CCA service and wishes to return to GTSR service with the IOU less than 60 days after being defaulted onto CCA service.

### **Municipal government representation in PG&E's external advisory group**

The Decision required PG&E to consult with an external advisory group on various aspects of the GTSR program and include representatives from government and CCAs if feasible.<sup>36</sup> However, the Decision also requires that the establishment of and consultation with such a group not delay prompt implementation of the GTSR program.<sup>37</sup>

In its CSIAL, PG&E outlines the membership and history of activities of its advisory group.<sup>38</sup> Representatives from "municipalities" are listed as "TBD." In its protest, CCSF identifies this "TBD" designation as troubling and notes that PG&E has not described efforts it has made to secure municipal representation in its advisory group.<sup>39</sup> CCSF argues that this means that PG&E has not fully complied with the Decision.

In its reply, PG&E asserts that it is "working to identify [a municipal] representative expeditiously."<sup>40</sup> Given the Decision's mandate that external advisory group recruitment and consultation not delay GTSR implementation, and that municipal representatives are only required to the extent feasible, we find that PG&E's external advisory group composition and history of activity is not contrary to the Decision. However, we order PG&E, through a

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<sup>36</sup> D.15-01-051 at 86-87.

<sup>37</sup> D.15-01-051 at 86 ("the three IOUs must ensure that under either approach the implementation of the GTSR Program is not delayed by the need to meet with community organizations and stakeholders").

<sup>38</sup> PG&E CSIAL at 23-24.

<sup>39</sup> CCSF Protest at 2.

<sup>40</sup> PG&E Reply at 10.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

communication to the A.12-01-008 service list, to identify the municipal government representative(s), or explain why one has not yet been identified, within 20 days of the date of this Resolution.

### **Protection of confidential ECR customer information**

SEIA's protest of PG&E's CSIAL argues that the CSIAL is unclear about the confidentiality of certain information in the ECR Customer-Developer Agreement (CDA), and provides too broad an allowance for PG&E to collect information about the relationship between the customer and the ECR developer – potentially including CDA pricing information.<sup>41</sup>

PG&E's reply is that some CDA information is required for PG&E to implement the ECR program, such as a customer's subscription level and their CDA effective dates. PG&E grants that CDA pricing information should remain confidential, however they assert that the language as currently set out in the CSIAL is sufficient and does not require clarification.<sup>42</sup>

While the Decision makes no specific determination on this protested issue, we agree with SEIA and PG&E that pricing information in the CDA should remain confidential between the ECR customer and developer. The IOUs are therefore ordered to supplement their CSIALs and JPIAL to clarify that the pricing component of a CDA will not be included in the CDA information required by the IOU.

### **ECR rate design and incentives to develop ECR projects**

In its protest of the PG&E and SCE CSIALs, SEIA claims that the rate designs suggested for ECR in the CSIALs will fail to encourage ECR development. While unstated, we infer from SEIA's protest that this failure to encourage ECR

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<sup>41</sup> SEIA Protest to PG&E and SCE CSIALs at 7.

<sup>42</sup> PG&E Reply at 9.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

development is contrary to SB 43's requirement that the IOUs "provide support" for ECR development.<sup>43</sup>

SEIA's argument is that the rate design for ECR is flawed because it makes long-term economic decision-making for the potential ECR customer difficult.

Without some certainty as to costs and credits, and subscription terms, SEIA argues that customers will not be able to predict the financial impact of an ECR subscription and will therefore be disinclined to sign up for ECR.<sup>44</sup>

SEIA offers several empirical examples of how the ECR rate design as proposed by PG&E and SCE will purportedly be unable to support ECR development in their territories. The upshot of these examples is that ECR developers would be "hard-pressed" to offer a customer premium as low as 2.5 cents/kWh and keep a project financially viable for a developer which, when combined with presumed customer rejection of premiums above 2.5 cents/kWh, leads to the conclusion that ECR projects are not likely to be viable.<sup>45</sup>

PG&E's reply to SEIA's argument is that this pricing issue is not a matter for the CSIAL process, and was raised during the previous phases of this proceeding leading to the Decision.<sup>46</sup> PG&E states that SEIA will have an opportunity to raise their empirical arguments during Phase IV of the proceeding. SCE's reply to SEIA's protest on this issue is that SCE has endeavored to develop a GTSR program that is "affordable."<sup>47</sup>

We separate SEIA's legal arguments from their empirical arguments.

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<sup>43</sup> Public Utilities Code § 2833(o).

<sup>44</sup> SEIA Protest to PG&E and SCE CSIALs at 2.

<sup>45</sup> SEIA Protest to PG&E and SCE CSIALs at 2.

<sup>46</sup> PG&E Reply at 8.

<sup>47</sup> SCE Reply at 5.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

First, with respect to SEIA's legal arguments around subscription terms and charge/credit certainty, we note that the Decision is clear that the maximum subscription term of one year applies to ECR customers, and that ECR charges and credits are meant to "float" on an annual basis.<sup>48</sup> In light of the Decision's plain language, SEIA's protests on these legal issues of subscription terms and charge/credit certainty are rejected. However, we note that these issues are broadly within the scope of Phase IV of the GTSR proceeding and we encourage SEIA to raise them at that time if they wish to do so.<sup>49</sup>

Second, with respect to SEIA's empirical arguments, we are not in a position to consider new empirical evidence on these issues at this time. However, the examples offered by SEIA do suggest that the ECR program may need to be closely monitored in its early stages to ensure that the ECR program is being adequately supported by the IOUs as required by statute.

We note that "Track B" of Phase IV of the GTSR proceeding is scoped to include consideration of how to "optimiz[e] procurement" of GTSR resources, including ECR. We encourage SEIA and other parties to alert us as to the health of ECR procurement at that time, and our decision at the end of that track of Phase IV may address ECR procurement if necessary.

### **SDG&E's Interim GTSR Pool**

The Decision granted SDG&E the flexibility to propose two different interim GTSR procurement pools in its CSIAL, one limited to SDG&E/Imperial Valley

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<sup>48</sup> D.15-01-051 at 94, 96.

<sup>49</sup> We also note that the JPIAL requests a different Unsubscribed Energy Price (i.e., the LMP at PNode price) at page 15. We invite the IOUs to submit this proposal during Phase IV of the proceeding as the Decision is clear on the nature of the Unsubscribed Energy Price.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

territory and another that includes projects from outside that area.<sup>50</sup> SDG&E provided such a comparison of interim pools in their CSIAL.<sup>51</sup>

SDG&E recommends that we approve the use of “Alternative B,”<sup>52</sup> even though that interim pool includes resources from outside the SDG&E/Imperial Valley area. SDG&E argues that the “Alternative A” prices are too high to encourage GTSR enrollment and that, in any event, future GTSR procurement will be located in the SDG&E/Imperial Valley territory.<sup>53</sup>

No protests were received on SDG&E’s proposal.

We approve SDG&E’s use of Alternative B for its interim pool of GTSR resources.

### **Proposal to apply Transitional Bundled Service (TBS) Requirements to GTSR customers leaving the program**

In its protest of the IOUs’ CSIALs, MCE argued that the IOUs should be obligated to subject GTSR customers that leave GTSR service to their Transitional Bundled Service (TBS) requirements.<sup>54</sup> The applicability of TBS requirements to former GTSR customers was not discussed in the Decision or the CSIALs.<sup>55</sup>

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<sup>50</sup> D.15-01-051 at 40-41.

<sup>51</sup> SDG&E CSIAL at 3-4.

<sup>52</sup> SDG&E CSIAL at 3 describes “Alternative B” as those GTSR-eligible solar developments located in SDG&E’s service territory, the Imperial Valley and either directly connected or dynamically transferred via pseudo-tie into SDG&E’s service territory by CAISO, or SCE’s territory.

<sup>53</sup> SDG&E CSIAL at 4.

<sup>54</sup> MCE Protest of SCE CSIAL at 3.

<sup>55</sup> PG&E and SCE did note in their CSIALs that TBS customers would not be eligible for GTSR (PG&E CSIAL at 3; SCE CSIAL at 3, 11).

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

In its reply to protests, PG&E argues that TBS requirements should not apply to former GTSR customers as GTSR customers never formally leave bundled service.<sup>56</sup> SCE in its reply similarly argues that because GTSR customers never truly leave bundled service, and are therefore not “departing load customers,” they should not be subject to TBS requirements.<sup>57</sup> SDG&E makes a similar argument in its reply, and notes that it will apply a termination fee to GTSR customers that leave the program early to account for any above market cost impacts of the customer’s behavior.<sup>58</sup>

We note that the Decision is silent on the issue of whether to subject GTSR customers that leave the program to TBS requirements and we therefore decline to apply TBS requirements to such customers at this time. MCE is encouraged to raise this issue in Phase IV of the GTSR proceeding if it wishes to do so.

### **ReMAT procurement for ECR projects**

The Decision establishes ReMAT as the procurement mechanism for ECR projects,<sup>59</sup> and the JPIAL implements this determination.<sup>60</sup> The JPIAL also identifies the method for ECR prioritization within ReMAT as the establishment of a separate ECR queue and bimonthly capacity allocation.<sup>61</sup>

Each IOU proposes a method for calculating the price for the ECR queue once the ReMAT As-Available Peaking product type is fully subscribed or suspended. D.12-05-035 was modified to establish the end date of ReMAT at 24 months after the first product type goes to zero MW or goes to a *de minimis* amount

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<sup>56</sup> PG&E Reply at 8.

<sup>57</sup> SCE Reply at 3.

<sup>58</sup> SDG&E Reply at 2.

<sup>59</sup> D.15-01-051 at 61.

<sup>60</sup> JPIAL at 8.

<sup>61</sup> *Id.*

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

approaching zero. PG&E and SCE propose to maintain the last available ReMAT As-Available Peaking product type price for a six-month period following the ReMAT end date and then enable ECR developers to set the price in accordance with ReMAT pricing methodology pursuant to the ReMAT tariff.<sup>62</sup> SDG&E proposes that ECR developers be permitted to submit a bid to SDG&E, not to exceed the last price offered in the ReMAT As-Available Peaking product type.<sup>63</sup> SDG&E would then select projects in order from lowest to highest bid price until the available ECR capacity allocation for the period is met or deemed fully subscribed.

SEIA protests the JPIAL, arguing that its description of the ReMAT process for ECR procurement fails to refer to a proviso that Phase IV of the GTSR proceeding could consider alternative procurement mechanisms to ReMAT, such as RAM.<sup>64</sup> SEIA asks the CPUC to assure stakeholders that action taken on the JPIAL does not “preclude the potential for future use of the RAM in the ECR program.”<sup>65</sup> SEIA further requests that we direct the IOUs to remove the bimonthly capacity ceiling for ReMAT procurement.

SCE’s reply states that the potential to use RAM for ECR procurement is within the scope of Phase IV.<sup>66</sup> SCE also states that the SEIA proposal to remove the bimonthly capacity caps is contrary to language in the Decision and statute that support using existing procurement mechanisms for GTSR with minimal changes.<sup>67</sup> SCE further argues that removing the caps could lead to unintended consequences.

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<sup>62</sup> JPIAL at 10.

<sup>63</sup> *Id.*

<sup>64</sup> SEIA Protest of JPIAL at 2.

<sup>65</sup> *Id.*

<sup>66</sup> SCE Reply to JPIAL protests at 2.

<sup>67</sup> SCE Reply to JPIAL protests at 3.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

As SEIA notes, the potential use of the RAM mechanism for ECR procurement is squarely within the scope of Phase IV.<sup>68</sup> No decision made in this Resolution affects the scope of Phase IV.

As to SEIA's second point regarding the bimonthly ceiling, we agree with SCE that both the Decision and SB 43 seek to use existing renewable procurement mechanisms for GTSR and that the Decision seeks to avoid creating new processes for evaluating and selecting renewable energy generation projects.<sup>69</sup> We interpret this to mean that the JPIAL's proposal for a separate ECR queue and bimonthly capacity ceiling is appropriate. As noted by the Decision, other procurement mechanisms for ECR may be considered in Phase IV of the GTSR proceeding.<sup>70</sup>

While it was not the subject of a protest, we note that the pricing mechanism for the first six months of ECR procurement as proposed by SCE and PG&E is not a market-adjusting feed-in-tariff, but instead freezes the starting price for ECR projects for an arbitrary six months. SDG&E's proposed method sets an artificial starting price cap on ReMAT projects. Both of these methods are not in accordance with the Decision which specifically held that the IOUs should make minimal changes to the current RAM and ReMAT programs and standard contracts to procure capacity for the GTSR program.<sup>71</sup> The initial pricing mechanisms proposed by the IOUs are a significant departure from ReMAT.

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<sup>68</sup> D.15-01-051 at 61.

<sup>69</sup> Public Utilities Code § 2833(c); D.15-01-051 at 21.

<sup>70</sup> D.15-01-051 at 24.

<sup>71</sup> D.15-01-051 at 21.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

The ECR starting price should be the same as the ReMAT As-Available Peaking product type as of the date of the initial ECR procurement round.<sup>72</sup> The IOUs should then allow for the ECR ReMAT price to change in accordance with standard ReMAT rules, even if the ReMAT As-Available Peaking product type is fully subscribed, until the end of the ECR program or unless we direct otherwise. Accordingly, we order the IOUs to reflect our direction on this issue in their supplement to the JPIAL.

### **Third-party ECR marketing review criteria**

SEIA's protest to the JPIAL asserts that the IOUs have not been forthcoming with their planned criteria for reviewing third-party ECR marketing materials required by the Decision.<sup>73</sup> SEIA requests that the IOUs be directed to develop specific review criteria and post this information on their websites no later than August 31, 2015, so that customer recruitment and resource procurement can begin in 2016-2017.<sup>74</sup>

SCE's reply to the JPIAL protests states that the IOUs "intend to include marketing material requirements on their respective websites after the approval of the [advice letters] and before the customer-side program launch."<sup>75</sup>

In accord with SCE's statement, and to remove any ambiguity over timing and to support statutory obligations for IOUs to support the ECR program, the IOUs are

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<sup>72</sup> D.15-01-051 at 24 ("IOUs may use the current peaking bucket price as a starting price to procure capacity for the GTSR program").

<sup>73</sup> SEIA Protest of JPIAL at 3.

<sup>74</sup> In the same portion of their protest, SEIA suggests that "guaranteed allocation" of ECR capacity is required to make the program successful. We note that optimizing GTSR procurement is within the scope of Phase IV and we recommend SEIA raise this issue at that time if they wish to do so.

<sup>75</sup> SCE Reply to JPIAL protests at 3-4.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

directed to have detailed criteria for assessment of third-party marketing materials on their websites no later than 60 days after the date this Resolution is passed by the CPUC.

### **SCE's proposed customer complaint mechanism**

In its MIAL, SCE requested that ECR developers be required to include language on their marketing materials informing customers that if they believe that the developer has been false or misleading in their communications, the customer is entitled to file a complaint with the CPUC.<sup>76</sup> We address the issue here notwithstanding our approval of the MIALs as supplemented.

The Decision requires IOUs to file annual GTSR program progress reports that, among other things, summarize customer reports of fraudulent or misleading GTSR advertisements received through meetings with the IOU's advisory group.<sup>77</sup> The Decision contemplates that the advisory groups would be "a source for reporting aggressive or misleading sales tactics by solar providers seeking to participate in the ECR component."<sup>78</sup>

The Decision further finds that "aggressive or misleading sales tactics [by ECR marketers] must be curbed" and that therefore, "we require the IOUs to actively review the marketing materials and information submitted to them by GTSR Program bidders."<sup>79</sup>

Because the Decision places responsibility for reviewing marketing materials on the IOUs and because it creates a reporting mechanism for complaints of fraudulent or misleading sales tactics to be managed by the IOUs, we reject SCE's

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<sup>76</sup> SCE MIAL at 12.

<sup>77</sup> D.15-01-051 at 141-142.

<sup>78</sup> D.15-01-051 at 86.

<sup>79</sup> D.15-01-051 at 139.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

request that ECR developers be required to include language on their marketing materials informing customers that, if they believe that the developer has been false or misleading in their communications, the customer is entitled to file a complaint with the CPUC.

### *Proposed program details contrary to the Decision*

#### **Ensuring third-parties do not circumvent the CCA Code of Conduct**

The Decision states that “marketing by third parties cannot be used to circumvent the CCA Code of Conduct ... .”<sup>80</sup> It also states that IOUs shall review third-party marketing materials and that they should set forth the steps they will take to ensure that third-party marketing campaigns are “compliant.”<sup>81</sup>

The City of Lancaster’s protest of the JPIAL generally restates the CCA marketing provisions of the Decision. The City of Lancaster states that the JPIAL does not contain specific implementation measures to ensure third-party compliance with the CCA Code of Conduct.<sup>82</sup> They request that SCE be directed to resubmit ALs that “provide education, oversight and enforcement provisions for third party developers on the subject of marketing restrictions, as required by... the CCA Code of Conduct.”<sup>83</sup> These ALs would in turn be reviewed by the CPUC and other parties to determine whether SCE is meeting its obligations.<sup>84</sup> The City of Lancaster argues that failing to apply any CCA-specific restrictions to third-party ECR marketers may result in “a negative advertising campaign on a new CCA program like Lancaster, which is in the early stages of public outreach and education, [that] could be extremely harmful and potentially fatal.”<sup>85</sup>

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<sup>80</sup> D.15-01-051 at 139.

<sup>81</sup> D.15-01-051 at 140.

<sup>82</sup> City of Lancaster Protest at 1, 3.

<sup>83</sup> City of Lancaster Protest at 1-2, 4.

<sup>84</sup> City of Lancaster Protest at 4.

<sup>85</sup> *Id.*

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

SCE's reply makes two primary arguments on this issue. First, SCE argues that its marketing activities "are not covered" by the CCA Code of Conduct because SCE will make no mention of CCAs in its GTSR marketing and will not selectively market to current or potential CCA customers.<sup>86</sup> Second, SCE argues that the CCA Code of Conduct does not govern the conduct of third-party developers, and therefore the Decision's prohibition on circumventing the CCA Code of Conduct only governs "SCE's affirmative conduct" (emphasis original).<sup>87</sup>

Regarding SCE's first argument, we note that the Decision applies the selective marketing prohibitions of the CCA Code of Conduct to an IOU's GTSR marketing activity. Furthermore, SCE pledged to comply with the CCA Code of Conduct in its implementation of its GTSR program.<sup>88</sup>

With regard to SCE's second argument, the Decision requires that third-party ECR developers not circumvent the CCA Code of Conduct.<sup>89</sup> As a compliance requirement in the Decision, the IOUs are required to oversee third-party ECR marketing materials.<sup>90</sup> Therefore, the IOUs must ensure that third-party ECR marketing does not circumvent the CCA Code of Conduct.

We therefore order the IOUs to provide Attachment 1 of the CPUC's CCA Code of Conduct Decision (D.12-12-036) to third-party ECR marketers, and secure an attestation from those marketers that they have received and read that attachment and will not circumvent it.

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<sup>86</sup> SCE Reply at 5-6.

<sup>87</sup> SCE Reply at 7.

<sup>88</sup> D.15-01-051 at 153.

<sup>89</sup> D.15-07-001 at 139. We appreciate that SCE has interpreted this part of the Decision to mean that an IOU may not use ECR marketing to circumvent its own obligations under the CCA Code of Conduct. While this is true, ECR developers must also avoid circumventing the CCA Code of Conduct.

<sup>90</sup> D.15-07-001 at 139-140.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

**Limitation of customer eligibility for ECR projects to those customers in the same county or within 10 miles of a project's location**

SB 43 requires the IOUs to “provide support for enhanced community renewables [ECR] programs to facilitate development of eligible renewable energy resource projects located close to the source of demand.”<sup>91</sup>

To implement this statutory mandate, the Decision lays out a two-stage process for the IOUs to determine the eligible customer base – or the “source of demand” – for a given ECR project. In the stage before an ECR project is developed, the ECR project developer must show that the project has a “sufficient demonstration of community interest” from customers within 10 miles of, or in the same county as, a proposed ECR project.<sup>92</sup> After an ECR project is developed, subscribers may come from anywhere in an IOU's territory.<sup>93</sup>

The Decision adopted PG&E's proposed definition of community members for the purpose of determining initial community interest. PG&E's suggested definition of “community” for this limited purpose included those customers “within the same municipality or county, or within ten miles of the [development's] address.”<sup>94</sup>

“Community interest” must then be demonstrated by such a geographically defined pool of customers through both 1) a) documentation that individuals within this pool of customers have committed to enroll in 30% of a project's capacity or b) documentation that individuals within this pool of customers have

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<sup>91</sup> Public Utilities Code § 2833(o).

<sup>92</sup> D.15-01-051 at 67.

<sup>93</sup> D.15-01-051 at 69.

<sup>94</sup> *Id.* Note that the Decision's language refers to the “customer's address,” but for the sake of clarity we understand the Decision to have referred to “community” in this context as those customers within a 10 miles radius of, or within the same county as, an ECR development.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

provided expressions of interest in the project sufficient to reach a 51% subscription rate; and 2) demonstration that there are a minimum of three different subscribers within this pool of customers.<sup>95</sup>

Once this initial “community interest” has been demonstrated, an ECR project developer may submit their proposal to an IOU and a Power Purchase Agreement (PPA) may be signed between the IOU and the developer.<sup>96</sup> Post-development, a given ECR project’s subscribers may come from anywhere within the IOU’s territory.<sup>97</sup>

In its CSIAL, PG&E applies the “initial community interest” definition to all potential ECR subscribers (except for those subscribers that transport their subscription to another location in PG&E’s territory). PG&E states that “[c]ustomers may only subscribe to the [ECR] facility if their service address is located within the same county as the facility or within ten miles of the facility.”<sup>98</sup> The JPIAL, filed by SCE on behalf of all three IOUs, contains a similar eligibility requirement for ECR subscribers in several locations.<sup>99</sup>

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<sup>95</sup> D.15-01-051 at 67-68 (establishing, among other things, the three customer requirement). The Decision notes that third-party institutional customers, particularly municipalities working to develop ECR projects in their communities, may guarantee sufficient subscription levels in a project and therefore fulfill the community interest demonstration on their own.

<sup>96</sup> See generally, SCE’s CSIAL at 10 (“[p]rior to SCE executing a PPA with the developer, the developer must provide evidence that the minimum community interest threshold has been met ...”).

<sup>97</sup> D.15-01-051 at 69.

<sup>98</sup> PG&E CSIAL at 4.

<sup>99</sup> JPIAL at 12 (footnote 58, claiming that the Decision requires ECR projects to be located in the same municipality or county as an ECR customer, or within 10 miles of a customer’s address); JPIAL at 17-18 (“Post-COD, ECR project subscribers must continue to be located in the project’s community, [ ] except that project subscribers who move outside of the community, but still within the same IOU service territory, may retain

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

CCSF's protest argues that PG&E's definition of eligible ECR subscribers as those solely within the same county as, or within 10 miles of, an ECR facility is contrary to the Decision.<sup>100</sup> PG&E's reply attempts to refute CCSF's reasoning by focusing on the Decision's treatment of the issue of ECR subscription portability within an IOU's territory. PG&E argues that IOU territory-wide eligibility is only available for the narrow purpose of ensuring portability of subscriptions that originate within 10 miles of, or the same county as, an ECR project.<sup>101</sup> PG&E further argues that CCSF's interpretation "would allow a developer of an ECR project to serve only customers located potentially hundreds of miles away, without ever having to develop its project in a manner that would satisfy SB43's 'close to the source of demand' requirement."<sup>102</sup>

We agree with CCSF. The Decision is clear that PG&E's proposed geographical limitation on subscriber eligibility is only applicable when determining the initial community interest in an ECR project. Once an ECR project is developed (i.e., when a PPA is agreed to), then subscribers for the ECR project may come from anywhere in the territory of the IOU where the project is located.

PG&E's focus on subscription portability misreads the Decision. The fact that a subscription is portable within an IOU's territory does not mean that a transported subscription must *originate* within 10 miles or the same county as an ECR project. The Decision's phrasing is that "subscribers can come from anywhere ..."<sup>103</sup> The plain meaning of the word "anywhere" in this context is

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their subscriptions to the ECR project"); JPIAL, Attachment A (ECR Tariff) at 3, paragraphs 13 and 14. The JPIAL at 3-4 refers to this definition as well, although not strictly in the eligibility context ("...a definition of 'community' as customers within the same municipality or county, or within 10 miles of the customer's service address").

<sup>100</sup> CCSF Protest at 3-4.

<sup>101</sup> PG&E Reply at 10.

<sup>102</sup> PG&E Reply at 10.

<sup>103</sup> D.15-01-051 at 69.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

any part of an IOU's territory – regardless of whether that place is within the original territory of the ECR project. Subsequent references to portability only remind the reader that a subscription's portability is possible because of this liberalization of geographic constraints on ECR subscribers. They do not change the plain meaning of the Decision that ECR subscribers can come from anywhere in an IOU's territory after an ECR project meets its initial customer interest requirement.

PG&E, SCE and SDG&E are ordered to revise their CSIALs, attached tariff schedules, JPIAL (including the ECR Tariff and Rider) to make clear that once initial community interest is demonstrated, and a PPA is signed for a given ECR project in an IOU's territory, subscribers for that project may come from anywhere in the IOU's territory.<sup>104</sup> To the extent similar language appears in any other GTSR advice letter by any IOU it must be stricken from those letters as well.

### **SDG&E's determination of "initial community interest"**

The Decision requires the IOUs in their CSIALs to outline the "specific standards" they intend to use to assess the initial community interest in an ECR project in its pre-PPA phase.<sup>105</sup> SDG&E's CSIAL appears to defer this issue until Phase IV of the proceeding.<sup>106</sup> SDG&E is ordered to revise its CSIAL to outline specific standards for assessing initial community interest in an ECR project.

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<sup>104</sup> PG&E is not alone in misapplying this definition. For example, SCE's CSIAL at page 11 refers to this misapplied locational requirement in order for a customer to be eligible for ECR in the "pre-COD" stage. SCE's draft Schedule GTSR-CR (sheet 8) also contains the misapplied locational requirement. These references and any others by the IOUs of this type are contrary to the Decision and must be changed.

<sup>105</sup> D.15-01-051 at 74.

<sup>106</sup> SDG&E CSIAL at 22.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

SDG&E is encouraged to model its standards after those presented in PG&E's and SCE's CSIAL.<sup>107</sup>

### **Ongoing minimum subscription requirements applied to ECR projects**

The Decision states that “[t]he goal of the GTSR program is to have fully subscribed ECR projects.”<sup>108</sup> The Decision establishes a mechanism for ensuring subscriptions remain at a high level. ECR projects whose subscription levels fall below 50% in the first year, 75% in the second year and 95% in the third year<sup>109</sup> will only receive an “Unsubscribed Energy Price” from the IOU in exchange for energy produced that is not covered by subscriptions.<sup>110</sup> This price is the lower of the Default Load Aggregation Point (DLAP) price and the PPA contract price for the ECR facility. The Unsubscribed Energy Price would only apply to unsubscribed generation produced during billing periods in which the project does not meet the required subscription minimum.<sup>111</sup>

SEIA's protest of SCE's CSIAL points out that SCE appears to have proposed an additional method for ensuring that subscription levels for a given ECR project begin at a high level. SCE states that at the Pre-Commercial Operation Date (COD) phase of development, an ECR developer must provide SCE with a list of “enrolled customers” that allows SCE to, among other things, verify that there are enough subscribing customers to cover at least 51% of the project's capacity.<sup>112</sup> SEIA states that it does not understand how SCE's proposed 51% subscription requirement interacts with the Decision's plain language that

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<sup>107</sup> See, e.g., SCE CSIAL at 10-11.

<sup>108</sup> D.15-01-051 at 62.

<sup>109</sup> All percentages subject to a 5% margin to account for subscription changes in the normal course of business. D.15-01-051 at 63.

<sup>110</sup> D.15-01-051 at 63.

<sup>111</sup> *Id.*

<sup>112</sup> SCE CSIAL at 11.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

projects with less than a 50% subscription rate in their first year are simply to receive the Unsubscribed Energy Price for the unsubscribed portion of their generation.<sup>113</sup>

SCE's reply asserts that this new pre-COD requirement is "consistent" with the Decision's first-year subscription trigger for the Unsubscribed Energy Price.<sup>114</sup> SCE also circularly refers for justification to its own drafting in the JPIAL that allows for the IOUs to cancel an ECR PPA if its ongoing minimum subscription levels are not met.<sup>115</sup> PG&E's reply states that they agree with SCE's response to SEIA on this matter.<sup>116</sup>

We are not persuaded by SCE's argument. The Decision creates only one method for ensuring that ECR subscription levels are maintained – the negative incentive of the Unsubscribed Energy Price described above. SCE's attempt to create new, ongoing thresholds for subscription levels in the pre-COD and post-COD phases is contrary to the Decision, as the Decision requires no such threshold of ECR project developers. Once the demonstration of initial community interest is satisfied, a PPA may be signed and it may not be cancelled or its development otherwise delayed simply because subscription levels are not where the IOU would prefer they be.<sup>117</sup>

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<sup>113</sup> SEIA Protest to PG&E and SCE CSIALs at 9.

<sup>114</sup> SCE Reply at 4.

<sup>115</sup> *Id.* SCE's reply to SEIA indicates that the 51% subscription requirement is baked into the ECR Rider and that "if the project fails to maintain a six-month consecutive rolling average subscribed capacity above 51% and such failure is not cured within 30 business days, then the IOU may terminate the agreement." *See also*, JPIAL at 17, describing the proposed "Event of Default" clause for the ECR Rider using the 51% threshold.

<sup>116</sup> PG&E Reply at 11.

<sup>117</sup> SCE's statement at page 4 of its reply that "ECR projects should not be permitted to come online and remain under contract if they struggle to maintain even [a 51%] subscribed capacity level" asserts a judgment that is not SCE's to make. The Decision

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

The IOUs are ordered to revise their CSIALs, attached tariff schedules and JPIAL (including the ECR Tariff and Rider) to make clear that once initial community interest is demonstrated, and a PPA is signed for a given ECR project in an IOU's territory, there is no ongoing subscription requirement for an ECR project for any purpose other than to determine whether the Unsubscribed Energy Price should be paid. To the extent language similar to SCE's proposed requirement appears in any other GTSR advice letter by any other IOU it must be stricken from those letters as well.

### **COMMENTS**

Public Utilities Code section 311(g)(1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the CPUC. Section 311(g)(2) provides that this 30-day period may be reduced or waived upon the stipulation of all parties in the proceeding.

The 30-day comment period for the draft of this resolution was neither waived nor reduced. Accordingly, this draft resolution was mailed to parties on September 1, 2015 and comments were submitted by SDG&E, SCE, PG&E, ORA, MCE and the City of Lancaster on September 21, 2015.

The CPUC considered comments that focused on factual, legal, or technical errors and made appropriate changes to the Resolution.

In their comments, ORA recommends that the Draft Resolution adopt SCE's request requiring ECR developers to inform customers of their ability to file a complaint with the CPUC and apply it to all the utilities. ORA's concern is that the customer protection actions as described by the Draft Resolution were not sufficient and may not have actually resolved any customer complaints. The Decision notes that agreements between ECR developers and customers are

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sets out the only corrective measure to be applied to projects that fail to meet certain subscription thresholds.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

third-party agreements, and that it is for the developer to take affirmative steps to protect customers.<sup>118</sup> Neither the IOUs nor the CPUC are parties to these agreements. We therefore decline to accept ORA's recommendation at this time; however we encourage parties to raise this concern in a formal proceeding in the future for a fuller exploration of the issues involved.

The IOUs generally oppose the inclusion of historical GTSR rate component information in the tariff sheets for the GTSR program. Upon consideration of the IOUs' comments that inclusion of historical rate information on a current tariff sheet may promote customer confusion, the Resolution has been modified to remove the obligation to report historical rate component information on the GTSR tariff sheets. However, the IOUs are still required to post historical GTSR rate component information on their GTSR website. In response to SDG&E's comments regarding user experience best practices, and SCE's comments on this general matter, we note that the webpage listing the historical rate component information need not be the actual GTSR landing page for each IOU, but may be its own separate webpage within the GTSR website. The Resolution has been modified accordingly.

PG&E's comments seek clarification of the rate components to be revealed on the webpage. Specifically, PG&E is concerned about the confidentiality of the Renewable Integration Charge (RIC) that may eventually be adopted and applied to GTSR customers. We accept PG&E's comments. If there are concerns about the confidentiality of the RIC in the future a solution can be found so that the confidential information is not revealed on a public webpage.

PG&E also comments that the table of rate components may be quite long due to the varying nature of the rate components by class and year. We are aware of this and believe the benefit of revealing the information outweighs concerns about complexity. As for those rate components that do not have 10 years' worth of history, we note that the 10 years of history is only required by this Resolution if it is available. PG&E further notes that the PCIA vintage for a particular year itself varies by year and by customer class. While this adds complexity to the

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<sup>118</sup> D. 15-01-051 at 64.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

display of historic PCIA information, we believe it is still useful for customers to understand how such an important component of their GTSR rate changes over time.

PG&E comments that the time period for allowing GTSR customers who are defaulted onto CCA service to return to GTSR service with the IOU without penalty should be aligned with the existing 60-day post-CCA enrollment period in which a customer is permitted to return directly to bundled service under Electric Rule No. 23. We agree that a 60 day window is reasonable as it would be illogical to create an exception for post-60 day CCA customers to return to GTSR service if they would be subject to TBS requirements and therefore ineligible for GTSR service. We have modified this Resolution accordingly.

In its comments, PG&E argues that the Draft Resolution misreads the law and the Decision in its interpretation of the location requirements for ECR projects. PG&E believes that the correct interpretation of the locational requirements of the law and the Decision is that actual customers and not simply prospective customers must meet the initial locational requirements. PG&E's interpretation is not consistent with the Decision, as the Decision applies the initial locational requirement only to initial expressions of interest. Because these expressions of interest can only occur before a PPA is signed, these customers are necessarily prospective and not actual. PG&E's argument is therefore rejected.

SDG&E's comments oppose the Draft Resolution's alleged error with respect to SDG&E's ECR program pricing and that it be corrected to accept SDG&E's RAM mechanism proposal. We decline to adopt SDG&E's proposal, and note that alternatives to ReMAT for ECR procurement will be considered in Phase IV of the GTSR proceeding.

SCE comments that they should be allowed to break out their "Indifference Adjustment" (composed of both the PCIA and Competition Transition Charge) instead of simply the PCIA on GTSR customer bills. This is appropriate and this Resolution has been modified accordingly.

SCE also comments that the ECR queue in ReMAT should take the price of the ReMAT As-Available Peaking product type. We believe the Draft Resolution allows for this and therefore make no changes based on this comment.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

SCE further comments that each IOU should be required to file their own ECR tariffs and riders after the supplemental JPIAL is filed by SCE pursuant to this Resolution. This is reasonable, and we expect each IOU to promptly file their own ECR tariffs and riders in accordance with this Resolution.

SCE also comments that OP 11 be modified to allow 60 days for IOUs to post detailed marketing criteria for ECR developers. This request is reasonable and this Resolution has been modified accordingly.

MCE and City of Lancaster comment that TBS requirements should apply to GTSR customers that depart GTSR service. The Draft Resolution addresses this issue, and we do not modify this Resolution in response to their comment.

## **FINDINGS**

1. Breaking out the Power Charge Indifference Amount (PCIA) as a separate charge on a customer's bill is not prohibited by D.15-01-051.
2. We are persuaded by MCE and CCSF that ensuring that bill comparisons are equivalent between CCA and GTSR customers are reasonable and in accord with general state policy to maintain competitive neutrality between CCAs and IOUs.
3. We find that displaying the GTSR program charge components on the IOU's website is a reasonable way of communicating the panoply of GTSR charge and credit components to customers.
4. We find it is appropriate for PG&E to break out class average generation rates on a subclass basis for its E-20 customers.
5. In its CSIAL, PG&E proposed to vintage a customer's PCIA according to the year in which GTSR service is requested. They did not specify if the PCIA vintage would be tied to a customer's account or residence. Other CSIALs were somewhat vague regarding temporal and geographical PCIA vintaging. Consequently, there is some uncertainty on the issue of PCIA vintaging.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

6. GTSR customers may be defaulted off GTSR service, potentially without their full understanding, and not allowed to reenroll for one year if a CCA begins operations at the GTSR customer's address and defaults all IOU customers to the new CCA service. Because a future CCA may default GTSR customers off of the GTSR program without their full understanding, GTSR customers should be shielded from inadvertent penalties and limitations on their GTSR participation – such as the one year reenrollment limitation – that do not result from their active enrollment choices.
7. PG&E's external advisory group composition and history of activity is not contrary to the Decision.
8. We agree with SEIA and PG&E that pricing information in the Customer-Developer Agreement (CDA) should remain confidential between Enhanced Community Renewables (ECR) customers and developers.
9. SDG&E's use of Alternative B for its interim pool of GTSR resources should be approved.
10. We note that D.15-01-051 is silent on the issue of whether to subject GTSR customers that leave the program to Transitional Bundled Service (TBS) requirements and we therefore decline to apply TBS requirements to such customers at this time.
11. No decision made in this Resolution affects the scope of Phase IV of A.12-01-008.
12. We interpret Public Utilities Code § 2833(c) and D.15-01-051 to mean that the Joint Procurement Implementation Advice Letter's (JPIAL's) proposal for a separate ECR queue and bimonthly capacity ceiling is appropriate.
13. The ECR starting price should be the same as the ReMAT As-Available Peaking product type as of the date of the initial ECR procurement round.
14. Because D.15-01-051 places responsibility for reviewing marketing materials on the IOUs and because it creates a reporting mechanism for complaints of fraudulent or misleading sales tactics to be managed by the IOUs, we reject SCE's request that ECR developers be required to include

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

language on their marketing materials informing customers that, if they believe that the developer has been false or misleading in its communications, the customer is entitled to file a complaint with the CPUC.

15. As a compliance requirement in D.15-01-051, the IOUs are required to oversee third-party marketing materials. Therefore, the IOUs must ensure that third-party ECR marketing does not “circumvent” the CCA Code of Conduct.
16. Once an ECR project is developed (i.e., when a PPA is agreed to), then subscribers for the ECR project may come from anywhere in the territory of the IOU where the project is located.
17. The fact that an ECR subscription is portable within an IOU’s territory does not mean that a transported subscription must originate within 10 miles or the same county as an ECR project.
18. D.15-01-051 creates one, and only one, method for ensuring that ECR subscription levels are maintained – the negative incentive of the Unsubscribed Energy Price.

**THEREFORE IT IS ORDERED THAT:**

1. The JPIAL (SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E) and the CSIALs (PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A) are approved as modified herein.
2. Pacific Gas & Electric (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SG&E) shall file supplements to their Customer-Side Implementation Advice Letters (CSIALs) (PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A) and Joint Procurement Implementation Advice Letter (JPIAL) (SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E) within 20 days of this Resolution’s adoption with modifications reflecting the judgment of this Resolution.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

3. The Marketing Implementation Advice Letters (MIALs) (PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A), as supplemented, are approved.
4. We order SCE and PG&E in their supplements to the CSIALs, and in their implementation of the GTSR program, to break out, for PG&E, the PCIA and, for SCE, the “Indifference Adjustment” (defined as the sum of the PCIA and Competition Transition Charge) as a separate charge on a GTSR customer’s bill and to ensure that the bill describes the PCIA and the “Indifference Adjustment” in a way that is easily understandable.
5. SDG&E is ordered to ensure that a GTSR customer’s bill describes the PCIA in a way that is easily understandable.
6. PG&E, SCE and SDG&E are ordered to maintain a GTSR program webpage that provides a breakdown on the face of the webpage (as opposed to doing so via hyperlink) of all the individual GTSR program charges and credits, their components, and the historical trends for each to the extent they are available dating back 10 years.
7. PG&E, SCE and SDG&E, in their supplements to the CSIALs, shall clarify that a customer taking GTSR service in the first half of a year will be assigned the previous year’s PCIA vintage, and that customers retain their PCIA vintage if they relocate within the IOU’s territory.
8. PG&E, SCE and SDG&E are ordered to supplement their CSIALs to specify that their customer contact representatives will be authorized to override the one year reenrollment limitation if the customer was a GTSR customer that was then defaulted onto CCA service and wishes to return to GTSR service with the IOU less than 60 days after being defaulted onto CCA service.
9. Within 20 days of the date of this Resolution, PG&E is ordered to communicate to the A.12-01-008 service list the identity of the municipal government representative(s) on its advisory group, or explain why one has not yet been identified.

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

10. PG&E, SCE and SDG&E are ordered to supplement their CSIALs and JPIAL to clarify that the pricing component of a Customer-Developer Agreement (CDA) will not be included in the CDA information required by the IOU.
11. PG&E, SCE and SDG&E are directed to have detailed criteria for assessment of third-party marketing materials available on their websites no later than 60 days after the date this Resolution is passed by the CPUC.
12. PG&E, SCE and SDG&E shall use an ECR ReMAT starting price that is the same as the ReMAT As-Available Peaking product type as of the date of the initial ECR procurement round, and shall then allow for the ECR ReMAT price to change in accordance with standard ReMAT rules, even if the ReMAT As-Available Peaking product type is fully subscribed, until the end of the ECR program or unless the CPUC directs otherwise.
13. PG&E, SCE and SDG&E are ordered to provide Attachment 1 of the CPUC's CCA Code of Conduct decision (D.12-12-036) to third-party ECR marketers, and secure an attestation from those marketers that they have received and read Attachment 1 of the CPUC's CCA Code of Conduct decision (D.12-12-036) and will not circumvent it.
14. PG&E, SCE and SDG&E are ordered to revise their CSIALs, attached tariff schedules, and JPIAL (including the ECR Tariff and Rider) to make clear that once initial community interest is demonstrated, and a PPA is signed for a given ECR project in an IOU's territory, subscribers for that project may come from anywhere in the IOU's territory. To the extent similar language appears in any other GTSR advice letter by any IOU it must be stricken from those letters as well.
15. SDG&E is ordered to revise its CSIAL to outline specific standards for assessing initial community interest in an ECR project. SDG&E is encouraged to model its standards after those presented in PG&E's and SCE's CSIAL.
16. PG&E, SCE and SDG&E are ordered to revise their CSIALs, attached tariff schedules, and JPIAL (including the ECR Tariff and Rider) to make clear that once initial community interest is demonstrated, and a PPA is signed

PG&E AL 4639-E, SCE AL 3219-E, SDG&E AL 2745-E/A, PG&E AL 4638-E/A, SCE AL 3220-E/A, SDG&E AL 2744-E/A, SCE AL 3218-E, PG&E AL 4637-E, SDG&E AL 2743-E/PD1

for a given ECR project in an IOU's territory, there is no ongoing subscription requirement for an ECR project for any purpose other than to determine whether the Unsubscribed Energy Price should be paid. To the extent language similar to SCE's proposed requirement appears in any other GTSR advice letter by any other IOU it must be stricken from those letters as well.

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on October 1, 2015; the following Commissioners voting favorably thereon:

/s/ TIMOTHY J. SULLIVAN  
TIMOTHY J. SULLIVAN  
Executive Director

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