

Decision 10-03-009 March 11, 2010

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Xiaotian Sun,

Complainant,

vs.

Pacific Gas and Electric Company (U39E),

Defendant.

(ECP)

Case 09-07-013

(Filed July 10, 2009)

DECISION DENYING RELIEF

Xiaotian Sun, for himself, complainant.

Lena Lopez, for defendant.

Complainant seeks an order reinstating defendant’s time of use E-7 rate schedule to his account rather than the E-6 rate schedule he is currently on. He also requests a refund of the difference between the E-7 rate and the higher E-6 rate, approximately \$180 per year. Defendant answered denying the claim and asserting that complainant is properly on the E-6 rate schedule. Public hearing was held November 19, 2009.

Complainant testified that he purchased his home at 15651 on Orbit Drive, Saratoga, CA in January 2008 from Gerald May. In 2003, Mr. May had installed a solar power system at the home. On April 15, 2003, an Interconnection Agreement for the solar power system was entered between Gerald May and

Pacific Gas and Electric Company (PG&E). The agreement specified that the "Otherwise-Applicable-Rate" for the solar power installation is E-7.

Complainant said that the Interconnection Agreement was transferred to him, in its entirety, when he purchased the property, together with the solar power system installed on it, in January 2008. Therefore, the E-7 rate schedule is still applicable, as specified in the agreement. He selected the E-6 rate schedule because E-7 was not offered to him. The E-7 schedule is estimated to save him about \$180 per year as opposed to the E-6 schedule.

PG&E's witness testified that complainant started new service as PG&E's customer effective January 12, 2008. PG&E advised complainant that, as PG&E's new customer of record, he needed to select a rate schedule for his account. PG&E offered complainant the applicable rates available to all residential customers who requested service in January 2008: rate schedule E-1, a standard 5-tier rate; or rate schedule E-6, a residential time-of-use rate schedule authorized by the Commission to replace rate schedule E-7 for new customers. Complainant selected E-6.

The witness stated that PG&E does not normally transfer contracts from one customer to another. If the customer and PG&E were to agree to such a course of action, the modification would need to be in writing and agreed to by both parties. There is no such document in this case. The interconnection agreement between Mr. May, the previous owner, and PG&E provides in Section 10 that "Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties." There is no written agreement between PG&E and Mr. May that would substitute complainant for Mr. May in the agreement. When the former customer, Mr. May, terminated his account with

PG&E effective 12/10/07, he also terminated his contractual interconnection obligations to PG&E.

Complainant argues that Decision (D.) 08-06-011 reopened Schedule E-7 to PG&E customers who submitted an interconnection application on or before December 31, 2007, and that this solar power system satisfied this criterion, because an interconnection application was submitted in March 2003.

Complainant contends that in reaching D.08-06-011, the Commission expects that Schedule E-7 remain in effect for the entire life of a solar power project, which is estimated to be about 25 years.

Complainant says that it is an unreasonable burden to the owner to change the applicable rate schedule during the lifetime of the solar power system. Some parameters of the solar power system, in particular, orientation and inclination, are optimized based on the definition of peak time within the rate schedule in effect at the time of the installation. When this peak time definition is changed from E-7 to E-6, the solar system no longer operates in its optimal condition. Furthermore, it is unpractical to modify those parameters after the solar system is interconnected with the PG&E's distribution system. California's policy is to promote solar development. Without the continuing availability of a consistent rate schedule in the event of ownership change, the resale value of an existing solar project could be significantly reduced, therefore reducing the return of the investment and the incentive for installing solar projects.

Discussion

Complainant applied for service at his home in January 2008; prior to that date Mr. May was the customer of record. Complainant was a new customer in January 2008 at which time PG&E's applicable tariff stated:

B. ESTABLISHING RATE SCHEDULES FOR NEW CUSTOMERS

At the time of application for service, PG&E will, based on information provided by the applicant, ensure that the applicant is placed on an applicable rate schedule approved by the CPUC. Thereafter, PG&E will take such measures as may be practical to provide the Customer with information regarding rate schedules or options applicable to the Customer's class of service.

(Electric Tariff Rule 12.B.)

When complainant applied for service rate schedule E-7 was closed to new customers. There is nothing in rate schedule E-7 that provides for a transfer of rate eligibility from a previous homeowner to a home buyer. Quite the opposite, E-7 provides that it is closed to new customers such as complainant. D.08-06-011 cited by complainant is not applicable because complainant's solar power system was installed in 2003. D.08-06-011 provides for a limited reopening of rate schedule E-7 for customers installing new solar power systems starting in 2007. There is nothing in the agreement between Mr. May and PG&E that inures to complainant merely because he purchased a house with a solar system from Mr. May.

PG&E has properly applied its tariffs in offering complainant the applicable rate schedules at the time that he requested service. Complainant has been properly billed on rate schedule E-6 since January 18, 2008. As complainant has failed to show that PG&E violated any law or rule of the Commission the relief he requests must be denied.

Assignment of Proceeding

Timothy Alan Simon is the assigned Commissioner and Robert Barnett is the assigned Administrative Law Judge in this proceeding.

O R D E R

IT IS ORDERED that the relief request is denied and Case 09-07-013 is closed.

This order is effective today.

Dated March 11, 2010, at San Francisco, California.

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