



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

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Order Instituting Rulemaking to Implement  
Portions of AB 117 Concerning Community  
Choice Aggregation

Rulemaking 03-10-003  
(October 2, 2003)

**JOINT MOTION OF CITY OF VICTORVILLE, PACIFIC GAS AND ELECTRIC COMPANY  
(U 39-E), SAN DIEGO GAS & ELECTRIC COMPANY (U 902-E), SAN JOAQUIN VALLEY  
POWER AUTHORITY, SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E), AND THE  
UTILITY REFORM NETWORK FOR ADOPTION OF SETTLEMENT AGREEMENTS;  
SETTLEMENT AGREEMENTS ATTACHED**

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Dated: **June 24, 2009**

**JOINT MOTION OF CITY OF VICTORVILLE, PACIFIC GAS AND ELECTRIC COMPANY  
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SETTLEMENT AGREEMENTS ATTACHED**

Pursuant to Rule 12.1 *et seq.* of the California Public Utilities Commission's (Commission) Rule of Practice and Procedure, City of Victorville (Victorville), Pacific Gas And Electric Company (PG&E), San Diego Gas & Electric Company (SDG&E), San Joaquin Valley Power Authority (SJVPA), Southern California Edison Company (SCE), and The Utility Reform Network (TURN) (collectively, the Settling Parties) request that the Commission adopt and find reasonable the settlement agreement regarding the bond and re-entry fee requirements for Community Choice Aggregators (CCAs) pursuant to Section 394.25(e) of the California Public Utilities Code (the Code), attached hereto as **Exhibit A** (the CCA Bond/Re-entry Fee Settlement Agreement). Additionally, PG&E, SCE, SJVPA, Victorville and TURN request that the Commission adopt and find reasonable the Settlement Agreement regarding an Accounts Receivable (A/R) offset to the CCA bond, attached hereto as **Exhibit B** (the A/R Offset Settlement Agreement). The Settling Parties comprise representatives from each of the three groups of active parties in Phase 3 of this proceeding: ratepayer representatives (TURN), investor-owned utilities (IOUs) (PG&E, SCE and SDG&E), and CCAs (SJVPA) and prospective CCAs (Victorville). Two other active parties in this Phase, the City and County of San Francisco

(CCSF) and the County of Marin (Marin) actively participated in the settlement discussions and have indicated to the Settling Parties that they do not oppose the Settlement Agreements.

## I.

### **BACKGROUND**

In 2002, as part of its response to California's energy crisis, the Legislature enacted Assembly Bill (AB) 117, which among other things, authorized cities and counties to aggregate the electrical loads of customers within their jurisdictions and serve that load on an opt-out basis as CCAs. The Commission opened this rulemaking on October 2, 2003 to implement certain provisions of AB 117, including procedures for CCAs to file implementation plans with the Commission and register with the Commission.

As part of a CCA's registration with the Commission, AB 117 requires that:

“If a customer of an electric service provider or a community choice aggregator is involuntarily returned to service provided by an electrical corporation, any reentry fee imposed on that customer that the commission deems is necessary to avoid imposing costs on other customers of the electrical corporation shall be the obligation of the electric service provider or a community choice aggregator, except in the case of a customer returned due to default in payment or other contractual obligations or because the customer's contract has expired. As a condition of its registration, an electric service provider or a community choice aggregator shall post a bond or demonstrate insurance sufficient to cover those reentry fees. In the event that an electric service provider becomes insolvent and is unable to discharge its obligation to pay reentry fees, the fees shall be allocated to the returning customers.”<sup>1</sup>

In 2003, the Commission sought to implement the requirements of Section 394.25(e) with respect to electric service providers (ESPs). In Decision (D.) 03-12-015, issued in Application 00-11-038 et al., the Commission asked for comments on whether the financial viability requirements for ESPs were sufficient to cover the ESP re-entry fees required in Section

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<sup>1</sup> Section 394.25(e) of the Code.

394.25(e).<sup>2</sup> Numerous parties filed comments indicating that it was difficult to address the issue without an adopted means of calculating the re-entry fees contemplated in Section 394.25(e). The issue of ESP re-entry fees for involuntary returns was later moved to the Department of Water Resources (DWR) Revenue Requirement proceeding (R.06-07-010), and has remained unresolved.

SJVPA submitted the first version of its implementation plan to the Commission on January 29, 2007.<sup>3</sup> As part of its registration, SJVPA was required to post a bond pursuant to Section 394.25(e). In Resolution E-4133, issued December 24, 2007, the Commission adopted an interim bond amount for SJVPA of \$100,000, based on the financial viability requirements for ESPs.<sup>4</sup> In setting this interim bond amount, the Commission stated that it would consider the bond requirements applicable to all CCAs in a formal Commission proceeding. Included in this consideration would be whether or not it was necessary to adjust SJVPA's interim bond.<sup>5</sup>

On May 27, 2008, Administrative Law Judge (ALJ) Yip-Kikugawa issued a *Ruling Setting Forth Bond Requirement Phase of the Proceeding* (May 27 Ruling), calling for comments from parties on seven questions related to the implementation of Section 394.25(e) for CCAs.<sup>6</sup> Opening and reply comments pursuant to the May 27 Ruling were filed on July 14,

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<sup>2</sup> The Commission noted that the implementation of AB 117 regarding CCAs was being addressed in a separate proceeding. See D.03-12-015, p. 27, note 11.

<sup>3</sup> SJVPA's implementation plan has subsequently been revised.

<sup>4</sup> PG&E applied for rehearing of Resolution E-4133, which was denied in D.08-03-023.

<sup>5</sup> See Resolution E-4133, p. 7.

<sup>6</sup> The seven questions were:

1. To what extent should the CCA bond requirements be similar to the bond requirements for ESPs?
2. How should the re-entry fee be defined? What costs should be included in the re-entry fee?
3. How should the re-entry fee be calculated? What risk factors should be considered in determining the CCA's appropriate bond level?
4. Should the CCA bond level be established as to different categories of CCAs or as to the range of load served by the CCA?
5. How should penalties for failing to meet operational deadlines be established? Should this be a fixed amount or should it vary by class of CCA? If variable, what factors should be considered?
6. What other mechanisms should be used in addition to or in place of the bond requirement to ensure that costs resulting from the failure of a CCA are not unfairly shifted onto bundled ratepayers?

2008 and July 28, 2008, respectively, by PG&E, SCE, SDG&E, TURN, and the Designated CCA Parties (SJVPA, Marin, CCSF, Victorville, and the County of Los Angeles). SCE and PG&E in their reply comments requested evidentiary hearings.

On August 29, 2008, ALJ Yip-Kikugawa issued a ruling setting a prehearing conference for September 17, 2008. The prehearing conference was held September 17, 2008, during which parties presented their positions and discussed the scope and schedule of the proceeding. SCE and PG&E continued to advocate the need for evidentiary hearings, while other parties advocated resolution through written comments and/or workshops.

On October 8, 2008, ALJ Yip-Kikugawa and Assigned Commissioner Peevey issued a Ruling and Amended Scoping Memo (the Scoping Memo), which established a separate third phase of this proceeding to address the requirements of Section 394.25(e) for CCAs, and determined that the following issues should be addressed in the third phase:

1. Identification of the costs to be included in a re-entry fee to ensure there is no cost-shifting.
2. Determination of the methodology to calculate a CCA's overall bond requirement.
3. Identification and evaluation of alternatives to a bond to indemnify bundled customers from potential costs associated with return of CCA customers to utility bundled service as the result of a CCA's failure.
4. Assessment of the ability of CCAs to obtain a bond or insurance to meet their bond requirement.<sup>7</sup>

The Scoping Memo set forth seven additional questions,<sup>8</sup> and requested PG&E and SCE to update their estimates for SJVPA's bond using their proposed methods of calculating a CCA's

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7. Is it necessary to adjust SJVPA's interim bond?

<sup>7</sup> See Scoping Memo, pp. 3-4.

<sup>8</sup> The additional seven questions were:

1. Should returning CCA customers be placed on Transitional Bundled service (TBS) for six months pursuant to Electric Rule 23.L or Bundled Portfolio Service (BPS) pursuant to Electric Rule 23.T?
2. Should returning CCA customers be responsible for any costs associated with their involuntary return to bundled service as a result of the CCA's failure? Why or why not?

bond amount. The Scoping Memo adopted a procedural schedule, including a workshop to be held on November 17 and 18, 2008. Parties were asked to be prepared at the workshop to address specific issues set forth in the Scoping Memo.

Responses to the Scoping Memo were filed on November 12, 2008.

The workshop was held on November 17 and 18, 2008, and was facilitated by ALJ Yip-Kikugawa. Parties in attendance were the Settling Parties, CCSF, Marin, Energy Division representatives, and brokers and consultants invited by parties to discuss various issues raised in the Scoping Memo, including the availability and mechanics of bonds and letters of credit, as well as creditworthiness and bankruptcy issues. The discussions at the workshop are summarized on the record of this proceeding.

At the conclusion of the workshop, parties agreed to meet subsequently to present and address questions on their proposed bond calculation methods, and to begin settlement discussions. Accordingly, on December 18, 2008 and January 15, 2009, parties met at the Commission to present their proposed bond calculation methods in more detail. PG&E, SCE and SJVPA presented their bond calculation methods and addressed questions from other parties as well as from the Energy Division representatives in attendance. The IOUs jointly presented a procurement cost exposure calculation methodology based on publicly available data and non-proprietary modeling. During this meeting, Energy Division representatives raised the

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3. To what extent should an IOU's own procurement strategies be considered in determining the amount of time that needs to be covered by the bond requirement?
  4. To what extent will the CCA load involuntarily returning to bundled service (as a percentage of the IOU's overall load) affect the amount of time that needs to be covered by the bond requirement?
  5. What internal (*e.g.*, management structure) and external (*e.g.*, market conditions, industry) factors are considered by a surety company in determining the level of risk for purposes of setting a bond price or insurance premium?
  6. Would a surety company consider certain organizational structures, such as a joint power authority, more risky than others? Why or why not?
  7. What type(s) of bonds or insurance products (*e.g.*, performance bond, contract bond, business continuity insurance, self-insurance) would meet the requirements of Section 394.25(e)? What are the advantages and risks of the proposed bond or insurance products?

possibility of flexible compliance with the Renewable Portfolio Standards (RPS) requirements to mitigate price premiums for renewable resources to serve involuntarily returned CCA load.

The parties agreed to reconvene (without the Energy Division) in February 2009 to begin settlement discussions.

On January 26, 2009, the Settling Parties, Marin and CCSF met for the first time to discuss the possibility of settlement. At the conclusion of the discussion, the Settling Parties, Marin and CCSF agreed that additional time to pursue settlement was warranted, and requested that ALJ Yip-Kikugawa eliminate the requirement to file a post-workshop report and extend the due dates for post-workshop comments and reply comments by two weeks. This request was granted in an ALJ ruling issued on January 29, 2009.

The Settling Parties, Marin and CCSF continued to meet regularly to explore settlement. As a result of their progress, the Settling Parties, Marin and CCSF requested and received several additional extensions on the post-workshop comments to allow for settlement talks to continue.<sup>9</sup> These efforts eventually resulted in a settlement in principle among the Settling Parties.

On May 12, 2009, the Settling Parties noticed a settlement conference pursuant to Rule 12.1 of the Commission's Rules of Practice and Procedure. A settlement conference was convened on May 27, 2009. Participating parties were the Settling Parties and CCSF. After the settlement conference, the Settling Parties continued to diligently pursue settlement. These efforts resulted in the CCA Bond/Re-entry Fee Settlement Agreement attached hereto as Exhibit A, and the A/R Offset Settlement Agreement between SJVPA, Victorville, TURN, PG&E and SCE, attached hereto as Exhibit B (collectively, the Settlement Agreements). Although CCSF and Marin did not sign the Settlement Agreements, they were actively involved in the negotiations and documentation of the Settlement Agreements, and have indicated that they do not oppose them. Additionally, although SDG&E did not sign the A/R Offset Settlement Agreement, SDG&E was actively involved in negotiating it and does not oppose it. This motion

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<sup>9</sup> The most recent extension was granted on April 10, 2009, extending comments and reply comments to May 14 and May 28, 2009, respectively.



seeks Commission approval of the Settlement Agreements as presented herein and without revision.

## **II.**

### **SUMMARY OF THE CCA BOND/RE-ENTRY FEE SETTLEMENT AGREEMENT**

#### **A. The CCA Bond/Re-Entry Fee Settlement Agreement Resolves All Issues in Phase 3 Except One, Resolution of Which by the Commission is a Condition Precedent to Approval of the CCA Bond/Re-entry Fee Settlement Agreement**

The CCA Bond/Re-entry Fee Settlement Agreement addresses all material issues identified in the Scoping Memo regarding the bond and re-entry fee requirements for CCAs pursuant to Section 394.25(e) of the Code *except for* the following issue, which the Settling Parties were unable to resolve through settlement: which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees. The CCA Bond/Re-entry Fee Settlement Agreement in Section C.13 provides that the Commission's resolution of this one outstanding issue is a condition precedent to final approval of the CCA Bond/Re-entry Fee Settlement Agreement. As such, the Settling Parties will brief this one outstanding issue to the Commission in their comments on the Settlement Agreements filed pursuant to Rule 12.2, and request that the Commission in its final decision approving the CCA Bond/Re-entry Fee Settlement Agreement conclusively determine which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees.

#### **B. The CCA Bond/Re-Entry Fee Settlement Agreement Recommends Additional Flexibility for RPS Compliance for Involuntarily Returned CCA Load**

One aspect of the CCA Bond/Re-entry Fee Settlement Agreement that merits special attention is the recommendation on RPS for involuntarily returned CCA load. The CCA

Bond/Re-entry Fee Settlement Agreement in Section C.3 asks the Commission to confirm that it will provide to the IOUs as the providers of last resort (POLRs) additional flexibility beyond the window of flexible compliance to meet RPS requirements for involuntarily returned CCA load. The CCA Bond/Re-entry Fee Settlement Agreement specifically recommends one additional calendar year beyond the window of flexible compliance after the calendar year in which the CCA load involuntary returns, or four calendar years (using the current three years flexible compliance set by the Commission) after the calendar year in which the IOU received actual notice from the CCA of the involuntary return, whichever comes first. For example, if CCA load involuntarily returned in 2015 and the IOU received actual notice from the CCA of the involuntary return in 2015, the Commission would allow the exclusion of involuntarily returned CCA customer load from retail sales for 2016, 2017, 2018, and 2019 annual RPS compliance. Beginning in 2020, the IOU would be required to include the full involuntarily returned CCA customer load in its retail sales for the purpose of establishing annual procurement targets for the RPS.

The Settling Parties agree that providing the IOUs as POLRs with this additional flexibility to meet RPS requirements for involuntarily returned CCA load is reasonable because the inability to meet RPS targets for involuntarily returned CCA would not be caused by the IOU, but rather caused by the involuntary return of CCA customers to the IOU. Providing the additional flexibility for RPS compliance reasonably mitigates the risk that the IOUs will have to pay a premium price to procure eligible renewable energy resources to meet RPS annual targets for the involuntarily returned CCA load.

If the Commission accepts the CCA Bond/Re-entry Fee Settlement Agreement's recommendations in Section C.3 for additional flexible compliance to meet RPS targets for involuntarily returned CCA load, then the Settlement Agreement's methods for calculating CCA bonds and CCA re-entry fees will not include incremental costs associated with RPS compliance for CCA customer load involuntarily returned to IOU procurement service. ***It is the strong preference of the Settling Parties that the Commission accept the provision in the CCA***

***Bond/Re-entry Fee Settlement Agreement that would allow additional flexible RPS compliance, so that the CCA bonds and CCA re-entry fees can exclude incremental costs associated with RPS compliance for involuntarily returned CCA customers.***

However, if the Commission does not accept the provision in the CCA Bond/Re-entry Fee Settlement Agreement that would allow additional flexible RPS compliance for involuntarily returned CCA load, then the CCA Bond/Re-entry Fee Settlement Agreement specifies that the calculation of CCA bonds and CCA re-entry fees will include incremental costs associated with RPS compliance for CCA customer load involuntarily returned to IOU procurement service. The means for calculating the incremental costs associated with RPS compliance for CCA customer load involuntarily returned to IOU procurement service are set forth in Section C.4 (for CCA bonds) and Section C.13 (for CCA re-entry fees) of the CCA Bond/Re-entry Fee Settlement Agreement.

**C. Summary of the Provisions of the CCA Bond/Re-Entry Fee Settlement Agreement**

Section A of the CCA Bond/Re-entry Fee Settlement Agreement describes the parties, and Section B provides the background to the settlement.

Section C contains the main provisions of the Settlement Agreement. Sections C.1 – C.10 of the CCA Bond/Re-entry Fee Settlement Agreement set forth the CCA bond calculation by describing a series of steps or calculations needed to establish the gross bond amount. More specifically, the calculations in Sections C.1 – C.7 lead to the incremental procurement cost forecast in Section 8, and the administrative cost forecast in Section C.9. These forecasts are then used to establish the gross bond amount as described in Section C.10. Section C.11 recognizes options for offsetting the gross bond amount. Section C.13 of the CCA Bond/Re-entry Fee Settlement Agreement describes the CCA re-entry fee calculation. Section C.14 acknowledges that a CCA's failure to post the required bond may constitute an emergency under the CCA tariffs. Section C.15 acknowledges that the CCA bond calculation may require modification to account for incremental costs of future Commission-mandated purchases not

reflected in the CCA Bond/Re-entry Fee Settlement Agreement. Section C.16 reflects the Settling Parties' agreement that they will attempt to agree on the content of any advice letter or other submission that the Commission may require to implement the Settlement Agreement. Section C.17 reflects the IOUs' agreement to provide to prospective or operating CCAs the available inputs for calculating the bond amount.

Sections D through M set forth miscellaneous provisions regarding waiver, amendments, etc.

The material provisions of the CCA Bond/Re-entry Fee Settlement Agreement are summarized below; however the CCA Bond/Re-entry Fee Settlement Agreement is the governing document over this summary in case of any unintended inconsistency.

**1. Timing of CCA Bond Calculations, Advice Filings and Bond Postings;**  
**Forward Price Calculation**

Section C.1 of the CCA Bond/Re-entry Fee Settlement Agreement provides that the IOU will calculate a CCA's gross bond amount twice annually – in May and November – using the method described in the CCA Bond/Re-entry Fee Settlement Agreement. A CCA's gross bond amount will also be calculated prior to the implementation of a new program or new phase of a program. The IOU will report its CCA bond calculations in advice filings due by the 10th day of the month in which the CCA bond amounts are calculated. The IOU's first advice filing reporting CCA bond calculations will be designated as a Tier 2 filing; all such subsequent advice filings will be designated as Tier 1 filings. By the last day of the calendar month following the month in which the bond amount is calculated, the CCA must post a bond or letter of credit in the amount set forth in the IOU's advice filing, net of any applicable offsets. The amount is subject to adjustment if any errors are detected in the IOU's reported calculations.

Section C.1 also describes the first step in the CCA bond calculation, the Forward Price calculation, which uses the same method and forward pricing data source that the Energy

Division uses to calculate the Market Price Benchmark (MPB). If the MPB is ever modified to include a load shape adjustment in determining the one-year forward strip price used to establish the CCA Cost Responsibility Surcharge, Section 1 provides that a load shape adjustment will be automatically included in the Forward Price calculation for the CCA bond, such that the Forward Price will be adjusted to account for the load shape of the particular CCA based on a weighted peak and off-peak load and price average determined from publicly available information.

## **2. Stressed Energy Price Calculation for the CCA Bond**

Section C.2 provides for the calculation of a Stressed Energy Price, which is calculated at a 95<sup>th</sup> percentile confidence level using a formula (described in Exhibit 2 of the Settlement Agreement) and employing publicly available market data for the same trading dates used in calculating the Forward Price. Volatility is reflected by use of the implied volatility for flat power, and line losses are reflected by a line loss factor applicable to each IOU.

## **3. RPS – Additional Flexible Compliance for Involuntarily Returned CCA Load**

Section C.3 recommends that the Commission confirm that it will provide to the IOUs, as POLRs, one additional calendar year beyond the window of flexible compliance after the calendar year in which the CCA load involuntary returns, or four calendar years (using the current three years flexible compliance set by the Commission) after the calendar year in which the IOU received actual notice from the CCA of the involuntary return,<sup>10</sup> whichever comes first. If the Commission confirms that such additional flexibility will be provided, Section C.3 provides that the method for calculating CCA bonds shall not include incremental costs associated with RPS compliance for CCA customer load involuntarily returned to IOU

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<sup>10</sup> The term “involuntary return” of CCA customers as discussed in Section 394.25(e) of the California Public Utilities Code and Resolution E-4133 means a return of CCA customers to IOU procurement service occurring not at the election of the customers but rather a cessation of service by the CCA that would result in an involuntary, and en masse, customer return to bundled service.

procurement service. Otherwise, the CCA bond calculation needs to include incremental costs associated with RPS as calculated in Section C.4, summarized below. See Section II.B above for more discussion of the CCA Bond/Re-entry Fee Settlement Agreement's recommendation for additional flexible RPS compliance for involuntarily returned CCA load.

**4. Stressed RPS Premium Calculation for the CCA Bond if Section 3 Recommendation is Not Adopted**

If the Commission does not confirm that it will provide to the IOUs the additional flexible RPS compliance described in Section C.3 of the CCA Bond/Re-entry Fee Settlement Agreement, then Section C.4 requires the CCA bond calculation to include a Stressed RPS Premium calculated at the 95<sup>th</sup> percentile of RPS national premiums published on the U.S. Department of Energy's website. The Stressed RPS Premium will be applied to the fraction of customer load at the IOU's then existing RPS annual target.

**5. Stressed Resource Adequacy (RA) Price Calculation for the CCA Bond**

Section C.5 describes the calculation of the Stressed RA Price, which uses the RA adder from the MPB, stressed by the Stress Factor established in Section 2 of the CCA Bond/Re-entry Fee Settlement Agreement. The default RA requirement is 115 percent, but is subject to reduction to account for the IOU's procurement of capacity procured pursuant to D.06-07-029.<sup>11</sup>

**6. Stressed Returning CCA Bundled Generation Cost Calculation for the CCA Bond**

Section C.6 describes the Stressed Returning CCA Bundled Generation Cost, which is calculated by adding together the Stressed Energy Price and the Stressed RA Price (times the applicable RA requirement percentage). The Stressed RPS Premium would also be added if the

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<sup>11</sup> D.06-07-029, issued July 20, 2006 in R.06-02-013.

Commission does not adopt the recommendation in Section C.3 for additional flexible RPS compliance.

**7. Stressed Bundled Generation Rate Calculation for the CCA Bond**

Section C.7 sets forth the Stressed Bundled Generation Rate calculation, which is based on the IOU's actual system average bundled portfolio cost at the time of the calculation, plus \$10 per megawatt-hour (MWh) as a stress adder. If the MPB is ever modified to include a load shape adjustment in determining the one-year forward strip price used to establish the CCA Cost Responsibility Surcharge, Section C.7 provides that a load shape adjustment shall be automatically included in the Stressed Bundled Generation Rate calculation for the CCA bond, such that the Stressed Bundled Generation Rate will be adjusted for the specific CCA customer class rates and load.

**8. Procurement Related Cost Exposure Calculation for the CCA Bond**

Section C.8 provides the calculation for the procurement related cost exposure, which subtracts the IOU's Stressed Bundled Generation Rate (from Section C.7) from the Stressed Returning CCA Bundled Generation Cost (from Section C.6) multiplied by the annual CCA load (in MWh).

**9. Incremental Administrative Cost Calculation for the CCA Bond**

Section C.9 describes the administrative cost calculation for the CCA bond, which is determined by multiplying the IOU's per-account service fee rate for voluntarily returning CCA customers times the forecasted number of CCA accounts.

**10. Sliding Scale Factors**

Section C.9 provides that in Year 1 of the posting of a bond by a CCA, the gross bond amount will reflect fifty percent of the procurement related cost exposure (from Section C.8) plus the incremental administrative cost (from Section C.9), but will not be less than the

administrative cost from Section C.9. In Year 2, the gross bond amount will reflect seventy-five percent of the procurement related cost exposure (from Section C.8) plus the administrative cost (from Section C.9), but will not be less than the administrative cost from Section C.9. In Year 3, the gross bond amount will reflect one hundred percent of the procurement related cost exposure (from Section C.8) plus the administrative cost (from Section C.9), but will not be less than the administrative cost from Section C.9.

#### **11. Offsets to the Gross CCA Bond**

Section C.11 provides that options may be available for CCAs to offset the gross bond amount. PG&E, SCE, TURN, SJVPA and Victorville have entered into a separate settlement agreement (the A/R Offset Settlement Agreement described in Section III below) regarding one such option, which provides for an offset to the gross bond amount using CCA Accounts Receivable.<sup>12</sup>

#### **12. Posting and Adjustments to CCA Bond Amounts**

Section C.12 provides that the posted bond amount is the gross bond amount adjusted by any applicable offsets. Once the initial bond amount is posted by a CCA, that CCA's bond amount will be calculated twice annually and the posted amount will be adjusted if the calculated bond requirement net of any applicable offsets is more than ten percent above or below the then-current CCA posted bond amount. The posted bond may be a surety bond, letter of credit, cash or some other instrument reasonably acceptable to the IOU and payable to the IOU in the event the CCA fails to timely pay re-entry fees when due and payable upon an involuntary return.

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<sup>12</sup> The term "CCA Accounts Receivable" as used in the CCA Bond/Re-entry Fee Settlement Agreement has the meaning attributed to it in the A/R Offset Settlement Agreement among PG&E, SCE, TURN, Victorville and SJVPA.



### **13. Re-Entry Fee Calculation**

Section C.13 sets forth the timing and calculation of the re-entry fees owed by a CCA that involuntary returns its customers en masse to the IOU's procurement service as a result of the cessation of service by the CCA. Section C.13 requires that within 60 days of the start of the involuntary return of CCA customers to IOU service, or within 60 days of the IOU's receipt of the CCA's written notice of the involuntary return, whichever occurs first, the re-entry fees owed by the CCA shall be determined by the IOU. The IOU will determine the re-entry fees as a binding estimate of (i) the administrative costs incurred as a result of the involuntary return (the administrative costs); and (ii) the expected costs of power procurement contracts (the incremental procurement costs) that will have to be added to the IOU's bundled service portfolio under then-current market conditions to serve the involuntarily returned customers for a one-year period beginning on the date the involuntary return starts or is expected to start, as applicable (One-Year Return Period). The binding estimates of the administrative costs and the incremental procurement costs (calculated as described below) will be summed up to equal the re-entry fees owed by the CCA, and shall not be subject to true up.

The binding estimate of the incremental procurement costs is calculated by starting with the MPB based on a one-year forward strip plus RA value and line losses, modified to use the average of daily "ask" forward prices for the One-Year Return Period for the four week period following the start of the involuntary return of CCA customers to IOU service or the IOU's receipt of the CCA's written notice of the involuntary return, whichever occurs first. The MPB will be further modified to account for the on-/off-peak prices as applied to the load shape of the CCA, which will be the weighted class average based on publicly available information.

The RA value will be the greater of (i) the RA value for the MPB; or the greater of (ii)(a) Interim Capacity Procurement Mechanism (ICPM) payments under the ICMP designation for the One-Year Return Period and (ii)(b) the maximum of Supplemental Revenues (SR) payments under Exceptional Dispatch for the one-year period prior to the conclusion of the involuntary

return; or (iii) the CAISO “backup” capacity for the One-Year Return Period under a new mechanism that replaces the ICPM and/or Supplemental Revenues. The default RA requirement is 115 percent, but is subject to reduction to account for the IOU’s procurement of capacity procured pursuant to D.06-07-029.

RPS value will not be included in calculating the re-entry fees if the Commission confirms that it will provide to the IOUs, as POLRs, one additional calendar year beyond the window of flexible compliance after the calendar year in which the CCA load involuntary returns, or four calendar years (using the current three years flexible compliance set by the Commission) after the calendar year in which the IOU received actual notice from the CCA of the involuntary return, whichever comes first, to meet RPS requirements for the involuntarily returned load. See Section II.B above for more discussion of the CCA Bond/Re-entry Fee Settlement Agreement’s recommendation for additional flexible RPS compliance for involuntarily returned CCA load.

Otherwise, RPS value will be included and calculated as the maximum actual RPS premium price observed during the most recent three years for renewable energy delivery to the IOU over the next five years from the start of the involuntary return of CCA customers to IOU service or the IOU’s receipt of the CCA’s written notice of the involuntary return, whichever occurs first. The resulting RPS premium price will be applied to the fraction of customer load at the IOU’s then existing RPS annual target.

The value resulting from the modified MPB plus the RA value and the RPS value (if any) will be added together to determine an average “unplanned incremental power” procurement cost per MWh to serve the involuntary returned load. This average “unplanned incremental power” procurement cost is compared to the average cost of power from the applicable CCA-specific bundled service portfolio for the same one-year period, and if the average “unplanned incremental power” procurement cost is higher, then the positive difference will be multiplied by the annual load of the involuntarily returned CCA customers to produce the binding estimate of incremental procurement costs resulting from the involuntary return.

The binding estimate of the administrative costs will be calculated by multiplying the number of CCA accounts involuntarily returned to IOU procurement service times the per-account service fee rate authorized for voluntary returns of CCA customers. The binding estimate of the administrative costs is added to the binding estimate of incremental procurement costs (calculated as described above) to equal the re-entry fees owed by the CCA, and shall not be subject to any future true-up.

The IOU shall make its demand for the re-entry fees by no later than 60 days after the start of the involuntary return of CCA accounts to IOU procurement service, and the re-entry fees will be due and payable to the IOU within 15 days of the issuance of the demand. The failure of the CCA to pay the full re-entry fees when due and payable upon demand by the IOU will trigger a payment to the IOU under any bond or letter of credit or other instrument established for the CCA's bond obligation.

If the CCA has not fully satisfied its obligation to pay the full amount of the re-entry fees, through a bond, letter of credit, insurance, CCA Accounts Receivable, collateral, cash, or any other financial resources as of date the re-entry fees become due and payable to the IOU, then the IOU will charge the amount of re-entry fees unrecovered of that date to the group(s) of customers that the Commission determines should bear those fees, either on a one-time basis or over some reasonable period. ***The Commission's conclusive determination of which group(s) of customers should bear the portion of the re-entry fees unrecovered from the CCA is a condition precedent to final approval of the CCA Bond/Re-entry Fee Settlement Agreement.*** See Section II.A above for more discussion on this outstanding issue. If the IOU subsequently recovers additional re-entry fees from another source, a partial or full refund will be provided to such customers.

#### **14. Failure to Post the Required Bond Amount**

Section C.14 acknowledges that under certain circumstances a CCA's failure to post the required bond amount may constitute an emergency under the IOUs' CCA tariffs. The

Settlement Agreement is not intended to affect or alter the process in the CCA tariffs by which the Commission determines whether a CCA's failure to post the required bond amount constitutes an emergency and whether the IOU may terminate the CCA's service.

Section C.14 also acknowledges that an IOU may elect to pursue the termination process in the CCA tariffs for non-emergencies to address a CCA's failure to post the required bond amount.

**15. Inclusion of Other Costs in the CCA Bond and Re-Entry Fee Calculations**

Section C.15 acknowledges that the method for calculating CCA bonds and CCA re-entry fees may require modification to account for incremental costs incurred by the IOU in an involuntary return for other Commission required purchases, such as costs for greenhouse gas mitigation mandated by AB 32 beginning in 2012. Where practical, the Commission's forbearance of the requirement that the IOU incur such costs in an involuntary return of CCA customers should be pursued, similar to the recommendation in Section C.3 of the Settlement Agreement for RPS costs.

**16. Collaboration on Advice Filings Implementing the CCA Bond/Re-Entry Fee Settlement Agreement**

Section C.16 provides that the Settling Parties will continue to use good faith efforts to reach agreement on the content of any advice filings to implement the CCA Bond/Re-Entry Fee Settlement Agreement required by the Commission in its final decision on this matter.

**17. Data Request for Bond Calculation Inputs**

Section C.17 states that an IOU will provide a prospective or operating CCA, on a limited basis, the inputs necessary for an illustrative CCA bond calculation within fifteen days (or sooner if feasible) of receipt of a written request of a CCA.

**18. Exhibits to the CCA Bond/Re-Entry Fee Settlement Agreement**

A sample bond calculation for SJVPA's CCA program in PG&E's service area is set forth in Exhibit 1 of the CCA Bond/Re-entry Fee Settlement Agreement. This calculation is illustrative only.

Exhibit 2 of the CCA Bond/Re-entry Fee Settlement Agreement describes an illustrative Stressed Energy Price calculation for the CCA bond (see Section 2 above).

**III.**

**SUMMARY OF THE A/R OFFSET SETTLEMENT AGREEMENT**

The A/R Offset Settlement Agreement provides a CCA the option to offset the gross bond amount through the grant to the IOU of a first priority security interest under the California Uniform Commercial Code in CCA Accounts Receivable. The first priority security interest must be granted to the IOU before the CCA provides electric services or issues required customer notifications, and must be senior to all other liens, claims or encumbrances on the CCA Accounts Receivable. The IOU must file appropriate documents in order to perfect and provide notice of its first priority security interest, and the CCA must provide written notice of the IOU's first priority security interest in the CCA Accounts Receivable to all of the CCA's secured creditors with liens, claims or encumbrances on the CCA Accounts Receivable.

To the extent the CCA elects to grant the IOU a first priority security interest in the CCA Accounts Receivable, the amount of the IOU's security interest will be determined concurrently with the determination of the CCA bond amount, and will employ the following calculation:

- [Actual kilowatt-hours of sales under the CCA's program for the previous 6-month period associated with the semi-annual adjustment periods described in Section C.1 of the CCA Bond/Re-entry Fee Settlement Agreement multiplied by

the CCA's current system-average rate per kilowatt-hour] multiplied by a fraction represented by 6 weeks as the numerator and 26 weeks as the denominator.<sup>13</sup>

If the CCA program has no actual kilowatt-hour sales yet, then an estimate of the semi-annual sales under the CCA program will be used until actual sales data for an applicable 6-month period are available. The estimate will use any load forecast agreed upon between the IOU and the CCA, or otherwise the load estimates in the CCA's Implementation Plan filed with the Commission and the default opt-out assumptions in the IOU's CCA tariffs.

To the extent the CCA grants the IOU a first priority security interest in the CCA Accounts Receivable, then upon an involuntary return of CCA customers to the IOU's procurement service, the IOU will withhold from remittance to the CCA that portion of the CCA Accounts Receivable necessary to offset the re-entry fees owed by the CCA.

If the IOU's first priority security interest in CCA Accounts Receivable expires, terminates or is enjoined from being enforceable by a court of law, or if the CCA Accounts Receivable amount is otherwise reduced, then the CCA must timely adjust the posted bond amount to ensure that there is never any shortfall in the CCA's posted bond amount. Failure of the CCA to timely adjust the posted bond amount is grounds for the IOU to seek authority from the Commission to terminate CCA service pursuant to the IOU's CCA tariffs.

A CCA must give thirty days advanced written notice to the IOU if the CCA elects to terminate its use of the above-described offset option.

The IOUs will file advice letters to modify their tariffs to implement the A/R Offset Settlement Agreement upon approval of the Commission.

The A/R Offset Agreement provides an example of the offset calculation.

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<sup>13</sup> 6 weeks is used as the numerator in the fraction because this is the time period over which the IOU could reasonably expect to collect the CCA Accounts Receivable amount after the occurrence of an involuntary return of CCA customers to the IOU's procurement service. If the actual collection curve for the CCA Accounts Receivable amount changes by more than one week from the 6 weeks used in the calculation, the IOU or the CCA may request a change in the calculation to reflect the actual collection curve.

#### IV.

#### **REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENTS**

The Settlement Agreements are submitted pursuant to Rule 12.1 *et seq.* of the Commission's Rules of Practice and Procedure (Rules). The Settlement Agreements are consistent with Commission decisions on settlements, which express the strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.<sup>14</sup> This policy supports many worthwhile goals, including conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.<sup>15</sup> This strong public policy favoring settlements also weighs in favor of the Commission resistance to altering the results of the negotiation process. As long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest it should be adopted without modification.

The Settlement Agreements comply with Commission guidelines and relevant precedent for settlements. The general criteria for Commission approval of settlements are stated in Rule 12.1(d), which states:

The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

The Settlement Agreements meet the criteria for a settlement pursuant to Rule 12.1(d), as discussed below.

#### **A. The Settlement Agreements are Reasonable In Light of the Record As A Whole**

The Settling Parties have reached the Settlement Agreements after filing numerous comments and reply comments setting forth their legal and policy arguments on the issues in Phase 3 of this proceeding, conducting discovery, participating in a two-day workshop to discuss

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<sup>14</sup> See, e.g., D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d, 301, 326).

<sup>15</sup> D.92-12-019, 46 CPUC 2d 538, 553.

the parties' positions on the issues and listen to presentations from experts on bonds, letters of credit, credit ratings and bankruptcy, having a follow-up meeting with the Energy Division to present the parties' proposals and calculations in more detail and addressing questions, having the opportunity to evaluate their respective positions on the issues, and after having many informal discussions regarding the merits of the issues. Each Settling Party has obtained substantial information on the other Settling Parties' positions on the issues. Armed with that information, the Settling Parties strongly believe that the Settlement Agreements accomplish mutually acceptable outcomes regarding the CCA bonds and CCA re-entry fees required under AB 117 and a CCA Accounts Receivable offset to the CCA bond amount.

The Settling Parties are reflective of the affected interests in Phase 3 of this proceeding. TURN represents bundled ratepayer interests, including residential and small business customers, and actively participated in Phases 1 and 2 of this proceeding, which resulted in the current Commission decisions on CCA programs under AB 117. SJVPA and Victorville represent CCA interests and/or the interests of prospective CCA cities and counties. PG&E, SCE and SDG&E represent their interests as POLRs that are obligated to serve CCA customers involuntarily returned to IOU service.

The Settlement Agreements will enable the implementation of CCA programs by establishing how the CCA bonds and CCA re-entry fees required under AB 117 will be determined and effectuated. The methods for calculating the CCA bond and re-entry fees are based on publicly available information and non-proprietary modeling. Accordingly, the calculations are transparent, and can be performed or verified by third parties, including CCAs or the Energy Division. Where feasible, the calculation methods employ inputs already found reasonable by the Commission for forecasting IOU administrative and procurement costs, such as the Market Price Benchmark and its associated RA adders and line loss factors, as well as authorized IOU generation rates and administrative service fee rates for voluntary CCA customer returns. The Settlement Agreements also promote transparency and enable Commission



oversight through use of IOU advice filings for publishing the CCA bond amounts and any applicable offset amounts.

In addition, by recommending that the IOUs as POLRs be provided additional flexibility beyond the window of flexible compliance to meet RPS for involuntarily returned CCA load, the CCA Bond/Re-entry Fee Settlement Agreement reasonably mitigates the risk that the IOUs will have to pay premium prices to procure eligible renewable energy resources to meet RPS annual targets for the involuntarily returned CCA load, and thereby reasonably omits from the CCA bond obligation forecasted RPS premiums.

The Settlement Agreements address all material issues in Phase 3 of this proceeding except for one. As for the unresolved issue of which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees, the CCA Bond/Re-entry Fee Settlement Agreement reasonably requires that the Commission conclusively determine this issue as a condition precedent to its final approval of the CCA Bond/Re-entry Fee Settlement Agreement. The parties plan to brief the Commission on the unresolved issue as part of their comments and reply comments on the Settlement Agreements. Accordingly, upon the Commission's conclusive determination of the one unresolved issue and the final approval of the Settlement Agreements, all material issues in Phase 3 of this proceeding will be addressed.

The filings of the parties in Phase 3 of this proceeding, the workshop record, including presentations from experts on bonds, letters of credit, credit ratings and bankruptcy invited to present at the workshop, the Settlement Agreements themselves, and this motion provide the necessary record for the Commission to find the Settlement Agreements reasonable. The Settlement Agreements represent a reasonable compromise of the Settling Parties' positions.

**B. The Settlement Agreements are Consistent with Law and Prior Commission Decisions**

The Settling Parties represent that Settlement Agreements are fully consistent with law and prior Commission decisions. The Settling Parties are not aware of any basis on which it could be alleged that the Settlement Agreements are not consistent with law. The Settling Parties reached agreement in accordance with Rule 12.1 of the Commission's Rules of Practice and Procedure.

The Settlement Agreements are consistent with the Commission's and the State's objectives to facilitate CCA programs and prevent cost shifting onto IOU bundled ratepayers should there be an involuntary return of CCA customers to IOU bundled service resulting from a cessation of CCA service.

**C. The Settlement Agreements are in the Public Interest**

The Settlement Agreements are a reasonable compromise of the Settling Parties' respective positions. The Settlement Agreements are in the public interest because they enable the implementation of CCA programs by establishing how the CCA bonds and re-entry fees required under AB 117 should be determined and effectuated to prevent cost shifting onto IOU bundled ratepayers as a result of such programs.

The Settlement Agreements, if adopted by the Commission, will reduce the Commission resources that must be devoted to resolving the issues regarding the CCA bonds and CCA re-entry fees required by AB 117. The saved resources of the Commission may then be devoted to matters than involve greater cost or policy issues. Given that the Commission's workload is extensive, the impact on Commission resources is doubly important.

Each portion of each Settlement Agreement is dependent upon the other portions of such Settlement Agreement. Changes to one portion of such Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes which are contained in the Settlement Agreement. As such, the Settling Parties request that the Settlement

Agreements be adopted as a whole by the Commission, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

For the foregoing reasons, the Commission should find that the Settlement Agreements represent a reasonable resolution of the disputes regarding the CCA bonds and re-entry fees required under AB 117, in the public interest, and consistent with law and previous Commission decisions.

**D. The Settling Parties Have Complied with the Requirements of Rule 12.1(b)**

The Settling Parties noticed the convention of a settlement conference on May 12, 2009, and convened the telephonic conference on May 27, 2009 to describe and discuss the terms of the Settlement Agreements. The settlement conference was attended by representatives of Settling Parties as well as by CCSF. The Settlement Agreements were executed after the settlement conference on June 23, 2009.

**E. The Settlement Agreements are Not Opposed by any Active Party in this Proceeding**

The Settlement Agreements are not opposed by any active party in this proceeding. Although CCSF and Marin did not sign the Settlement Agreements, they were actively involved in the negotiations and documentation of the Settlement Agreements, and have indicated that they do not oppose them. Additionally, although SDG&E did not sign the A/R Offset Settlement Agreement, SDG&E was actively involved in negotiating it and does not oppose it.

**V.**

**CONCLUSION**

WHEREFORE, the Settling Parties respectfully request that the Commission grant this motion and:

1. Suspend the procedural schedule in this proceeding and permit the parties to brief the Commission on which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its

obligation to pay the full amount of the re-entry fees on the schedule set forth in Rule 12.2 for comments and reply comments on settlements.

2. Adopt the attached Settlement Agreements in their entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest;
3. Confirm that the IOUs as POLRs will be provided additional flexibility beyond the window of flexible compliance to meet the RPS for involuntarily returned CCA load. Specifically, confirm that the IOUs will be provided one additional calendar year beyond the window of flexible compliance after the calendar year in which the CCA load involuntary returns, or four calendar years (using the current three years flexible compliance set by the Commission) after the calendar year in which the IOU received actual notice from the CCA of the involuntary return, whichever comes first, to meet RPS for the involuntarily returned CCA load. Otherwise, the RPS values as described in Sections C.4 and C.13 of the Settlement Agreement shall be included in the methods recommended in the CCA Bond/Re-Entry Fee Settlement Agreement for calculating CCA bonds and CCA re-entry fees.
4. Conclusively determine, based on the Settling Parties' comments and reply comments on the Settlement Agreements and the entire record in this proceeding, which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees. This conclusive determination shall be a condition precedent to the Commission's final approval of the Settlement Agreements.
5. Order the IOUs to file advice letters within 60 days of the issuance of the Commission's decision approving the Settlement Agreements to modify their CCA tariffs in compliance with that decision

Respectfully submitted,

**THE UTILITY REFORM  
NETWORK**

By: /s/ Michel Peter Florio  
MICHEL PETER FLORIO

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

By: /s/ Janet S. Combs  
JANET S. COMBS

**SAN JOAQUIN VALLEY POWER  
AUTHORITY/CITY OF VICTORVILLE**

By: /s/ Scott Blaising  
SCOTT BLAISING

**PACIFIC GAS AND ELECTRIC  
COMPANY**

By: /s/ Jonathan D. Pendleton  
JONATHAN D. PENDLETON

**SAN DIEGO GAS & ELECTRIC COMPANY**

By: /s/ Kim F. Hassan  
KIM F. HASSAN

Dated: June 24, 2009

**Exhibit A**

**CCA BOND/RE-ENTRY FEE SETTLEMENT AGREEMENT**

## **SETTLEMENT AGREEMENT IN RULEMAKING R.03-10-003**

### **(PHASE 3 – COMMUNITY CHOICE AGGREGATION BOND PROCEEDING)**

This Settlement Agreement in Phase 3 of the Community Choice Aggregation (CCA Service) rulemaking proceeding (R.03-10-003) (Agreement or Settlement Agreement) is entered into by the undersigned Parties hereto, with reference to the following:

#### **A. Parties**

The Parties to this Settlement Agreement are the San Joaquin Valley Power Authority (SJVPA); the City of Victorville; The Utility Reform Network (TURN); Southern California Edison Company (SCE); San Diego Gas & Electric Company (SDG&E); and Pacific Gas and Electric Company (PG&E) (collectively referred to herein as Parties or Settling Parties or individually as Party).

SJVPA is a California joint powers agency formed under the provisions of California Government Code Section 6500, *et seq.*, and was established in order to implement a CCA Service program.

The City of Victorville is a city in SCE's service area.

TURN is an independent, non-profit consumer advocacy organization that represents the interests of residential and small commercial utility customers.

SCE, SDG&E and PG&E are investor-owned public utilities and are subject to the jurisdiction of the California Public Utilities Commission (Commission or CPUC) with respect to providing electric service to their CPUC-jurisdictional retail customers.

#### **B. Recitals**

The Commission opened this rulemaking on October 2, 2003 to implement certain provisions of Assembly Bill (AB) 117, which among other things authorized cities and

counties to aggregate the electrical loads of customers within their jurisdictions and serve that load on an opt out basis as Community Choice Aggregators (CCAs). On December 21, 2004, the Commission issued an Order Resolving Phase 1 Issues on Pricing and Costs Attributable to Community Choice Aggregators and Related Matters; on December 16, 2005, the Commission issued a Decision Resolving Phase 2 Issues on Implementation of Community Choice Aggregation Program and Related Matters.

SJVPA submitted the first version of its CCA Service implementation plan to the Commission on January 29, 2007. As part of its registration, SJVPA was required to post a bond pursuant to Section 394.25(e). In Resolution E-4133, issued on December 24, 2007, the Commission adopted an interim bond amount for SJVPA of \$100,000. PG&E applied for rehearing of Resolution E-4133, which the Commission denied in D.08-03-023. In setting this interim bond amount, the Commission stated that it would consider the bond requirements applicable to all CCAs in a formal Commission proceeding. Included in this consideration would be whether or not it was necessary to adjust SJVPA's interim bond.

On May 27, 2008, Administrative Law Judge (ALJ) Yip-Kikugawa issued a *Ruling Setting Forth Bond Requirement Phase of the Proceeding* (May 27 Ruling). Opening and reply comments pursuant to the May 27 Ruling were filed on July 14, 2008 and July 28, 2008, respectively, by the Settling Parties and others. SCE and PG&E in their reply comments requested evidentiary hearings.

On August 29, 2008, ALJ Yip-Kikugawa issued a ruling setting a prehearing conference for September 17, 2008, and held a prehearing conference as scheduled.



On October 8, 2008, ALJ Yip-Kikugawa and Assigned Commissioner Peevey issued a Ruling and Amended Scoping Memo (the Scoping Memo), which established a separate third phase of this rulemaking to address the requirements of Section 394.25(e) for CCAs, and determined the following issues should be addressed in the third phase:

1. Identification of the costs to be included in the re-entry fee to ensure there is no cost-shifting.
2. Determination of the methodology to calculate a CCA's overall bond requirement.
3. Identification and evaluation of alternatives to a bond to indemnify bundled customers from potential costs associated with return of CCA customers to utility bundled service as a result of a CCA's failure.
4. Assessment of the ability of CCAs to obtain a bond or insurance to meet their bond requirement.

The Scoping Memo adopted a procedural schedule, including a workshop to be held on November 17 and 18, 2008. Responses to the Scoping Memo were filed on November 18, 2008.

The Commission held the workshop on November 17 and 18, 2008, which was facilitated by ALJ Yip-Kikugawa. At the conclusion of the workshop, parties agreed to meet subsequently to present and address questions on their proposed bond calculation methods, and to begin settlement discussions.

On December 18, 2008 and January 15, 2009, parties and the Energy Division met at the Commission to continue the workshop discussions. The parties agreed to reconvene (without Energy Division participation) to begin settlement discussions.

Continuing settlement discussions occurred among the Settling Parties, the City and County of San Francisco (CCSF) and the County of Marin beginning on January 29, 2009.

On May 12, 2009, the Settling Parties noticed a settlement conference pursuant to Rule 12.1 of the Commission's Rules of Practice and Procedure. The Settling Parties convened the settlement conference on May 27, 2009. Participants in the settlement conference were the Settling Parties and CCSF.

The Settling Parties have evaluated the various proposals in this third phase of R.03-10-003, desire to resolve all issues related to the calculation of a CCA's bond requirement and to the calculation of re-entry fees, and have reached agreement as indicated and described in Section C of this Agreement.

**C. Agreement**

In consideration of the mutual obligations, covenants and conditions contained herein, the Settling Parties agree to the terms of this Agreement. Final approval of this Agreement is subject to the express condition precedent described in Section C.13 below. The Settling Parties, by signing this Agreement, acknowledge that they pledge support for Commission approval and subsequent implementation of all the provisions of this Agreement. The Settling Parties agree to perform diligently and in good faith all actions required or implied hereunder, including the execution of any other documents required to effectuate the terms of this Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Agreement by the Commission. No Settling Party will contest in this proceeding or in any other forum, or in any manner before this Commission, the recommendations

contained in this Agreement. It is understood by the Settling Parties that time is of the essence in obtaining the Commission's approval of this Agreement and that each will extend its best efforts to ensure its adoption.

# **1. Timing of Bond Calculations, Advice Filings and Bond Postings; Forward Price Calculation**

The amount of the CCA bond will be calculated twice annually: once in early November and again in early May. These calculations shall be for bonds to be posted (subject to paragraph C.12 below) by December 31 and June 30, respectively. M denotes the month when the IOU will calculate the bond amount. For CCA Service programs or phases starting in month M+2 months (where M is not May or November), the bond calculation shall be performed using month M-1 month data, and the bond shall be for the period from the program or phase start date through the next semi-annual calculation.

The calculation starts with the same methodology and forward pricing data source that the Energy Division employs to calculate the Market Price Benchmark (MPB) applicable to the IOUs' ERRA Applications. The MPB is the weighted average of daily peak and off-peak energy prices for all trading days, in October, April, or the month of M-1 month, as applicable, for the one-year forward strip, plus Resource Adequacy (RA) value and losses.

The utilities shall calculate the gross bond amount pursuant to a formula (described below). The utilities shall submit the initial bond calculation as an advice letter filing, designated as a Tier 2 advice letter. All subsequent bond calculations shall either be submitted as a Tier 1 advice letter or a report to the Energy Division (copied to CCA parties and others on the utilities G.O. 96 list) that shall be deemed accepted unless

the Energy Division suspends the advice letter/report during the review period (30 days). Subject to paragraph C.12 below, the CCA must post the bond amounts reported in the advice letter by the due date set forth in the timeline below, subject to adjustment for any detected errors, irrespective of whether the advice letter has been approved by such due date. For example, for a start date in January 2010, the CCA must post the bond amount reported in the utility's November 10 advice filing by no later than December 31, 2009, subject to adjustment for any detected errors, irrespective of whether the advice letter has been approved (actual or deemed) by December 31, 2009. In any event, the CCA's bond must be posted before CCA program implementation may begin.

Timeline:

Data Collection Month = October, April, M-1 month

Month in which bond is calculated = M

Utility filing of advice letter/report = November 10, May 10, 10<sup>th</sup> day of month M

Protests (if any) of advice letter/report = November 30, May 30, last day of month M

Deemed acceptance of advice letter/report = December 10, June 10, 10<sup>th</sup> day of month M+1

Bond Posting Date = No later than December 31, June 30, last day of month M+1

As noted above, the Forward Price will be calculated using the same methodology and forward pricing data source that the Energy Division employs to calculate the MPB applicable to the IOUs' ERRRA Applications. As such, the Forward Price shall use the weighted average of daily peak and off-peak energy prices for all trading days in Month M-1 month for Months M+2 months to M+13 months, inclusive. The Forward Price is calculated as set forth below:

- PF (\$/MWh) = Average of daily peak prices in month M-1 for Months M+2 to M+13, Inclusive
- OF (\$/MWh) = Average of daily off-peak prices in month M-1 for Months M+2 to M+13, Inclusive
- PH (MWh) = Number of Peak Hours in 12 forward months
- OH (MWh) = Number of Off-Peak Hours in 12 forward months
- F (\$/MWh) = Flat Forward Price =  $[(PF*PH) + (OF*OH)]/(PH+OH)$

If the Commission modifies the MPB for purposes of establishing the CCA Service Cost Responsibility Surcharge by including a load shape adjustment in the determination of the one-year forward strip price, then the bond calculation methodology set forth in this settlement shall be modified as set forth below automatically and without further action by the Commission. All subsequent periodic calculations of CCA bond responsibility shall thereafter follow the methodology as modified below.

Use the daily peak and off-peak forward prices collected in Month M-1 months for Months M+2 months to M+13 months, inclusive. Include an adjustment to this "baseload" price to account for on-/off-peak prices together with the load shape of the CCA. The load shape of the CCA will be the weighted class average based on publicly available information. The Load Shape Adjusted Forward Price is calculated as set forth below:

- PF (\$/MWh) = Average of daily peak prices in month M-1 for Months M+2 to M+13, Inclusive
- OF (\$/MWh) = Average of daily off-peak prices in month M-1 for Months M+2 to M+13, Inclusive
- PL (MWh) = Estimated CCA Peak Period usage for 12 forward months
- OL (MWh) = Estimated CCA Off-Peak Period Usage for 12 forward months
- F (\$/MWh) = Load Shape Adjusted Flat Forward Price =  $[(PF*PL) + (OF*OL)]/(PL+OL)$

Notwithstanding the foregoing, a load shape adjustment will be included in the re-entry fee calculation set forth in Section C.13 below.

## **2. Stressed Energy Price Calculation for the CCA Bond**

The Stressed Energy Price and Stress Factor shall be calculated as follows: To reflect potential volatility, use the implied volatility  $V$  for flat power. Adjust for line losses using the line loss factor  $L\%$  applicable to each IOU (e.g., 106% for PG&E). Calculate a “Stressed” Energy Price for the annual strip determined in Section C.1 at the 95% confidence level, using the approach recommended by the IOUs (i.e., Black’s model, as described in Exhibit 2 hereto) but employing publicly available market data for the same trading dates used in pricing the forward strip.

- $V$ : Implied annualized volatility for flat power delivery
- Adjust  $F$  for losses using the adopted factor as per MPB
  - Adjusted Forward is  $AF = (L\%)*F$
- $T = 0.5$  Years
- Stressed Energy Price =  $AF * \text{Exp}(-0.5 * V * V * T + V * \text{sqrt}(T) * 1.64)$ 
  - Stress Factor = Stressed Energy Price/ $AF$

## **3. RPS – Additional Flexible Compliance for Involuntarily Returned CCA**

### **Load**

Parties request that the CPUC in its decision approving any settlement confirm that it will provide to the IOUs as providers of last resort (POLRs) one additional calendar year beyond the window of flexible compliance after the calendar year in which the CCA load involuntary returns, or four calendar years (using the current three years flexible compliance set by the Commission) after the calendar year in which the IOU

received actual notice from the CCA of the involuntary return,<sup>1</sup> whichever comes first. If the CPUC confirms that such additional flexibility will be provided, the method for calculating CCA bonds and CCA re-entry fees (see Section C.13 for calculation of re-entry fees) shall not include incremental costs associated with RPS compliance for CCA customer load involuntarily returned to IOU procurement service. If not confirmed, then calculate Stressed RPS Premium for CCA bond as set forth in Section C.4 below (and an incremental RPS cost for re-entry fees as set forth in Section C.13 below).

#### **4. Stressed RPS Premium Calculation for the CCA Bond if Section C.3**

##### **Recommendation Is Not Adopted**

Calculate a Stressed RPS Premium at the 95<sup>th</sup> percentile of RPS national premiums published on the DOE website.<sup>2</sup> This Stressed RPS Premium will be applied to the fraction of customer load at the IOU's then existing RPS annual target of Y%.

#### **5. Stressed Resource Adequacy (RA) Price Calculation for the CCA Bond**

Calculate a Stressed RA Price by using the RA adder from the MPB and stressing it by the Stress Factor established in Section C.2. Assume the RA requirement is X% of the maximum customer load. The default value of X% is 115% but would be modified to account for the IOU's procurement of capacity for so-called "benefiting" customers per D.06-07-029. The 115% requirement will be reduced by the percentage of capacity procured pursuant to D.06-07-029 relative to the IOU service territory peak load.

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<sup>1</sup> The term "involuntary return" of CCA customers as discussed in Section 394.25(e) of the California Public Utilities Code and Resolution E-4133 means a return of CCA Service customers to IOU procurement service occurring not at the election of the customers but rather a cessation of service by the CCA that would result in an involuntary, and en masse, customer return to bundled service. (See Resolution E-4133 at 10-11.)

<sup>2</sup> <http://apps3.eere.energy.gov/greenpower/markets/pricing.shtml?page=1>

## **6. Stressed Returning CCA Bundled Generation Cost Calculation for the CCA Bond**

Calculate a stressed Returning CCA Bundled Generation Cost per MWh by adding (a) the Stressed Energy Price, (b) X% times the Stressed RA Price and (c) Y% times the Stressed RPS Premium (if no forbearance granted).

- Stressed RA Price = As calculated in Section 5
- Stressed RPS Premium = As calculated in Section 4
- Assume the RA requirement is X% as in Section 5 and the RPS requirement is Y% as in Section 4
- Returning CCA Bundled Generation Cost = Stressed Energy Price + (X%)\*Stressed RA Price+ (Y%)\*Stressed RPS Premium

## **7. Stressed Bundled Generation Rate Calculation for the CCA Bond**

Determine IOU's Stressed Bundled Generation Rate. This rate will be based on the actual system average bundled portfolio cost at the time of the calculation plus \$10 per MWh as a "stress adder".

- IOU Stressed Bundled Generation Rate = System Average Bundled Gen Rate + \$10 per MWh

If the Commission modifies the Market Price Benchmark for purposes of establishing the CCA Service Cost Responsibility Surcharge by including a load shape adjustment in the determination of the one-year forward strip price, then the bond calculation methodology set forth in this settlement shall be modified as set forth below automatically and without further action by the Commission. All subsequent periodic calculations of CCA bond responsibility shall thereafter follow the methodology as modified below.



The IOU's Stressed Bundled Generation rate will be based on the actual average bundled portfolio cost at the time of the calculation, adjusted for the specific CCA load customer class rates and load, plus the \$10 per MWh stress adder. Assuming that the CCA load consists of rate classes A, B, etc.:

- $\text{CCA Load Shape Adjusted Bundled Gen Rate} = [\text{System Annual Average Gen Rate for Class A} * \text{Annual MWh for Class A} + \text{System Annual Average Gen Rate for Class B} * \text{Annual MWh for Class B} + \dots \text{ for all classes}] / [\text{Annual MWh for Class A} + \text{Annual MWh for Class B} + \dots \text{ for all classes}]$
- $\text{IOU Stressed Bundled Generation Rate} = \text{CCA Load Shape Adjusted Bundled Gen Rate} + \$10 \text{ per MWh}$

#### **8. Procurement-related Cost Exposure Calculation for the CCA Bond**

Subtract the IOU's Stressed Bundled Gen Rate from the Returning CCA Bundled Generation Cost and multiply by the annual CCA load (in MWh) to determine the estimated procurement-related cost exposure.

- $\text{Estimated Procurement-related Cost Exposure} = (\text{Returning CCA Bundled Generation Cost} - \text{IOU's Stressed Bundled Gen Rate}) * \text{Annual CCA MWh}$

#### **9. Incremental Administrative Cost Calculation for the CCA Bond**

Estimate the Administrative Costs (time and materials) using the IOU's authorized service fee rate for voluntarily returning CCA accounts times forecasted number of CCA accounts.

- $\text{Estimated Administrative Costs} = \text{IOU's authorized service fee rate for voluntarily returning CCA customer accounts (for PGE, currently \$3.94; for SCE, currently \$1.49; and, for SDG\&E, currently \$1.12)} * \text{Forecasted number of CCA accounts}$

## 10. Sliding Scale Factors

For Year 1, including the first semi-annual update calculation, of CCA operation, the gross bond amount will reflect 50% of the estimated procurement-related cost exposure plus the administrative fee estimate, but will not be less than the administrative fee estimate.

- 1<sup>st</sup> Year Gross Bond Amount = max [50%\* (Returning CCA Bundled Generation Cost – IOU’s Stressed Bundled Gen Rate)\* Annual CCA MWh + Estimated Admin Costs; Estimated Admin Costs]

For Year 2 the 50% factor will increase to 75%, and for Year 3 onward, 100% of the estimate will be used to calculate the gross bond amount. The gross bond amount for Year 2 and Year 3 onward shall likewise not be less than the administrative fee estimate. Each phase of a CCA Service phase-in will be treated separately for the purpose of applying the sliding-scale factors used above.

## 11. Offsets to the Gross CCA Bond

Options may be available to CCAs for offsets to the gross bond amount required to be posted under this settlement pursuant to Public Utilities Code Section 394.25(e) and Commission CCA-related decisions. PG&E, SCE, TURN, SJVPA and Victorville have agreed to a separate settlement agreement relating to the offset for CCA Accounts Receivable<sup>3</sup> which will be submitted to the Commission for approval.

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<sup>3</sup> The term “CCA Accounts Receivable” as used in this agreement shall have the meaning attributed to it in the separate settlement agreement among PG&E, SCE, TURN, SJVPA and Victorville relating to the offset for CCA Accounts Receivable.

## **12. Posting and Adjustments to CCA Bond Amounts**

The posted bond amount shall be the gross bond amount adjusted by any applicable offsets. After the initial bond has been posted, the CCA's gross and posted bond amounts shall be calculated twice a year (unless a new phase of the CCA Service program is implemented, in which case the additional gross and posted bond amounts will also be calculated upon the start of the new phase, as described in Section 1 above) and adjusted if/when it is more than 10% above or below the then-current CCA posted bond amount. Posted bond may be in the form of a surety bond, letter of credit, cash or cash equivalent financial instrument or security, or such other instrument reasonably acceptable to the IOU and shall be payable to the IOU directly in the event a CCA fails to timely pay the re-entry fees demanded by the IOU as described in Section C.13.

## **13. Re-entry Fee Calculation**

Involuntarily returned CCA customers will be placed on IOU bundled service. Within sixty (60) days of (i) the start of the involuntary return, or (ii) the IOU's receipt of the CCA's written notice of involuntary return, whichever occurs first, the re-entry fees shall be determined as a binding estimate of the incremental administrative costs and the expected cost of power procurement contracts that will have to be added to the IOU's bundled service portfolio under then-current market conditions to serve the CCA customers for a one-year period starting on the date the involuntary return of the CCA customers starts or is expected to start, as applicable (One-Year Period). The binding estimate shall be determined by starting with the MPB based on a one-year forward strip plus RA value and losses, modified as follows:

- The MPB will be based on the average of daily “ask” forward prices for the One-Year Period collected during the 4-week period after the date the involuntary return of CCA customers starts or the 4-week period after the IOU’s receipt of a written notice from the CCA of the involuntary return, whichever is earlier.
- Include an adjustment to this “baseload” price to account for on-/off-peak prices as applied to the load shape of the CCA. The load shape of the CCA will be the weighted class average based on publicly available information.
  - Average Forward Peak Price = PF (\$/MWh)
  - Average Forward Off-Peak Price = OF (\$/MWh)
  - Estimated CCA Peak Period usage for 12 forward months = PL (MWh)
  - Estimated CCA Off-Peak Period usage for 12 forward months = OL (MWh)
  - F: Load Shape Adjusted Forward price
  - $F = [(PF * PL) + (OF * OL)] / (PL + OL)$
- Loss adjustment at L% (specific to each utility)
  - Loss Adjusted Forward is  $AF = (L\%) * F$
- RA cost to be determined as follows:
  - When CAISO “backup capacity” is determined by either ICPM or Supplemental Revenues:
    - Greater of RA cost in Section 1 or the greater of Interim Capacity Procurement Mechanism (ICPM) payments for next year under ICPM designation or maximum of Supplemental Revenues (SR) payments under Exceptional Dispatch over the previous year
  - When CAISO “backup capacity” is determined by a “new” mechanism that may replace ICPM and/ or Supplemental Revenues:
    - Greater of RA cost in Section 1 or the “new” mechanism used to value CAISO backup capacity for 12 months forward
- In the event that additional flexible RPS compliance is not confirmed by the CPUC per Section 3 above, calculate the Re-entry RPS premium as follows:
  - Re-entry RPS Premium = Maximum Actual premium for resources procured to meet RPS, during the most recent 3 years, for renewable energy delivery to the IOU over the next 5 years).

- The Re-entry RPS Premium will be applied to the fraction of returning CCA load at the IOU's then existing RPS annual target of Y% as in Section 4.
- Average Procurement Cost per MWh for the involuntarily returned CCA load =  $F + X\% \times \text{RA Cost} + Y\% \times \text{Re-entry RPS Premium}$ 
  - X% is determined (as in Section 6) as follows:
    - The default value of X% is 115% but would be modified to account for the IOU's procurement of capacity for so-called "benefiting" customers per D.06-07-029. The 115% requirement will be reduced by the percentage of capacity procured pursuant to D.06-07-029 relative to the IOU service territory peak load.
- Compare the resulting average procurement cost to the average cost of power from the applicable CCA-specific bundled service portfolio for this same time period. The CCA-specific bundled service portfolio cost is derived as follows:
  - CCA Specific Bundled Gen Rate =  $\frac{[\text{System Annual Average Gen Rate for Class A} \times \text{Annual MWh for Class A} + \text{System Annual Average Gen Rate for Class B} \times \text{Annual MWh for Class B} + \dots \text{ for all classes}]}{[\text{Annual MWh for Class A} + \text{Annual MWh for Class B} + \dots \text{ for all classes}]}$

If the average cost of the new power procurement for returning CCA customers is higher, multiply the difference in average procurement costs of the two portfolios (in dollars per MWh) times the annual load of the returning CCA customers to calculate the IOU's incremental procurement costs. The re-entry fees owed by the CCA shall equal an IOU's incremental procurement costs plus the incremental administrative costs associated with the CCA customers' involuntary return, calculated as a binding estimate using the IOU's authorized service fee rate for voluntarily returning CCA accounts times the number of involuntarily returned CCA accounts. The amount calculated as outlined above shall be a binding estimate of the re-entry fees owed by the CCA and shall not be subject to any "true up." The IOU's demand for the re-entry fees shall be made no later

than sixty (60) calendar days after the start of the involuntary return of CCA accounts to IOU procurement service, and the re-entry fees shall be due and payable to the IOU within 15 calendar days after the issuance of the demand.

The failure of the CCA to pay the full amount of re-entry fees demanded by the IOU when they are due and payable to the IOU (as provided for above) shall trigger a payment to the IOU under any bond or letter of credit or other financial or security instrument established for the CCA's bond obligation.

To the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees (as calculated above via a binding estimate, not subject to future "true up"), through its bond(s), letter(s) of credit, CCA Accounts Receivable, collateral, cash, insurance or other financial resources, by the date they become due and payable to the IOU, then the IOU will charge the amount of re-entry fees unrecovered as of that date to the group(s) of customers that the Commission determines should bear those fees, either on a one-time basis or over some reasonable period. The Commission's **conclusive determination of which group(s) of customers shall be responsible for any re-entry fees not satisfied by the CCA shall be considered a condition precedent to final approval of this Settlement.** If the IOU subsequently recovers additional re-entry fees from another source, a partial or full refund shall be provided to such customers.

#### **14. Failure to Post the Required Bond Amount**

The Parties acknowledge that under certain circumstances a CCA's failure to post the required bond amount may constitute an emergency under Rule 23.T.3 ("Change of Service Election in Exigent Circumstances"), namely, the failure poses a substantial

threat of irreparable economic or other harm to the utility or the customer. Nothing herein is intended to affect or alter the process described in Rule 23.T.3 by which the Commission determines whether or not the CCA's failure constitutes an emergency and whether the utility may terminate the CCA's service under Rule 23.T.3. The Parties also acknowledge that the utility may, alternatively, pursue the termination process described under Rule 23.T.4 ("Change of Service Election Absent Exigent Circumstances") to address a CCA's failure to post the required bond amount.

#### **15. Inclusion of Other Costs in the CCA Bond and Re-entry Fee Calculations**

The Parties acknowledge that the method for calculating the CCA bond and re-entry fees recommended in this Settlement may require modification to account for incremental costs incurred in an involuntary return of CCA customers for other CPUC-mandated purchases the IOUs have to make in serving their bundled customers, such as costs for greenhouse gases mitigation mandated by AB 32 beginning in 2012. Where practical, the Parties shall pursue good faith efforts to seek forbearance from the Commission of the requirement to incur any such incremental costs on a basis similar to that set forth above under Section 3 relating to RPS costs.

#### **16. Collaboration on Advice Filings Implementing the CCA Bond/Re-entry Fee Settlement Agreement**

In the event the CPUC requires an advice letter or other submission for the purpose of modifying IOU tariffs or otherwise implementing the provisions of this Agreement, the Parties agree that they will make good faith, timely efforts to reach agreement on the content of any such advice letter or other submission before it is presented to the CPUC for approval.

## **17. Data Request for Bond Calculation Inputs**

Upon written request of a prospective or operating CCA, an IOU shall provide within 15 business days or sooner if feasible the currently available inputs necessary for the calculation of the bond amount. The bond calculation resulting from these inputs is for illustrative purposes only and is not intended to replace or supersede Sections C.1 through C.10 above. The IOU shall provide these inputs to a prospective or operating CCA upon request up to once per quarter unless otherwise agreed.

## **18. Exhibits to the CCA Bond/Re-Entry Fee Settlement Agreement**

A sample bond calculation for SJVPA's CCA program in PG&E's service area is set forth in Exhibit 1 of this Agreement. This calculation is illustrative only.

Descriptions of the Stressed Energy Price calculation for the CCA bond are set forth in Exhibit 2 of this Agreement. The numbers used in Exhibit 2 are illustrative only.

### **D. Implementation of Agreement**

It is the intent of the Settling Parties that the Commission adopt this Agreement in its entirety and without modification.

### **E. Incorporation of Complete Agreement**

This Agreement is to be treated as a complete package and not as a collection of separate agreements on discrete issues. To accommodate the interests related to various issues, the Parties acknowledge that changes, concessions or compromises by a Party or Parties in one section of this Agreement resulted in changes, concessions or compromises by a Party or Parties in other sections. Consequently, the Parties agree to oppose any modification of this Agreement not agreed to by all Parties. Any Settling Party may



withdraw from this Settlement Agreement if the Commission modifies it. The Settling Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed to by the Settling Parties.

**F. Regulatory Approval**

The Parties shall use their best efforts to obtain Commission approval of this Agreement. The Parties shall jointly request that the Commission:

- a. Suspend the procedural schedule in this proceeding and permit the Parties to brief the Commission on which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees, following the schedule set forth in Rule 12.2 for comments and reply comments on settlements;
- b. Adopt this Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest;
- c. Confirm that the IOUs as POLRs will be provided additional flexibility beyond the window of flexible compliance to meet the RPS for involuntarily returned CCA load. Specifically, confirm that the IOUs will be provided one additional calendar year beyond the window of flexible compliance after the calendar year in which the CCA load involuntary returns, or four calendar years (using the current three years flexible compliance set by the Commission) after the calendar year in which the IOU received actual notice from the CCA of the involuntary return,

whichever comes first, to meet RPS for the involuntarily returned CCA load;

- d. Conclusively determine, based on the Settling Parties' comments and reply comments on the Settlement Agreements and the entire record in this proceeding, which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees; and
- e. Order the IOUs to file advice letters within 60 days of the issuance of the Commission's decision approving the Settlement Agreements to modify their CCA tariffs in compliance with that decision.

**G. Compromise of Disputed Claims**

This Agreement represents a compromise of disputed claims between the Parties. The Parties have reached this Agreement after taking into account the possibility that each Party may or may not prevail on any given issue. The Parties assert that this Agreement is reasonable, consistent with law and in the public interest.

**H. Non Precedential**

Consistent with Rule 12.5 of the Commission's Rules of Practice and Procedure, this Agreement is not precedential in any other proceeding before this Commission, except as provided in this Agreement or unless the Commission expressly provides otherwise.

**I. Previous Communications**

This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement, and supersedes all prior agreements, commitments, representation, and discussions between the Parties. In the event there is

any conflict between the terms and scope of the Agreement and the terms and scope of the accompanying joint motion, this Agreement shall govern.

**J. Non Waiver**

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**K. Effect of Subject Headings**

Subject headings in this Agreement are inserted for convenience only, and shall not be construed as interpretations of the text.

**L. Governing Law**

This Agreement shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

**M. Number of Originals**

This Agreement is executed in counterparts, each of which shall be deemed an original. The undersigned represent that they are authorized to sign on behalf of the Party represented.

San Joaquin Valley Power Authority

By: Justin BL

Title: Regulatory Counsel

Date: June 18, 2009

City of Victorville

By: Justin BL

Title: Regulatory Counsel

Date: June 18, 2009

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Diego Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Joaquin Valley Power Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: MP Florida

Title: Senior Attorney

Date: 6/19/09

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Diego Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Joaquin Valley Power Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: Akhar Jayarami

Title: VICE PRESIDENT

Date: 6/22/09

San Diego Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Joaquin Valley Power Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Diego Gas & Electric Company

By: Lu J. Jaramila

Title: SVP REGULATORY & FINANCE

Date: 6-23-09

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Joaquin Valley Power Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

San Diego Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: Thomas E. Boley

Title: Senior Vice President

Date: 6/19/09



## **EXHIBIT 1: Sample Calculation of SJVPA Bond Requirement**

### Assumptions:

1. This calculation is illustrative and only for the PG&E portion of the SJVPA load.
2. MPB is based on the average of April 2009 market data for July 2009-June 2010 is \$41.51 per MWh.
3. The estimate of implied volatility of 42.62% is based on the average of available volatility data in April 2009 for July 2009-June 2010.
4. The average bundled generation rate for PG&E is \$93.55 per MWh effective March 1, 2009.
5. SJVPA load for the PG&E territory is assumed to be 1,992,900 MWh and consisting of 200,000 customer accounts.
6. For the offset calculation, a 6 week holdback period and SJVPA average gen rate for its customers in PG&E's service territory is assumed to be \$88.87 per MWh, based upon SJVPA's plan to set rates at 5% below PG&E's bundled generation rate (\$93.55 [above] \* 95%).

### Sample Calculation:

- Market Price Benchmark = \$41.51 per MWh for baseload energy times 1.06 for losses and times 1.00 for load shape adjustment with respect to market flat price = \$44.00 per MWh. RA Price in MPB = \$4/MWh
- Gross up factor for the stress price calculation = 1.5688 as per the TeVaR method
  - $\text{Exp}(-0.5 * V * V * T + V * \text{sqrt}(T) * 1.64)$ 
    - V is the implied volatility of 42.62%
    - T is the average time to expiration of 0.5 in years
- Stressed Energy Price = \$69.03 per MWh
- Stressed RA Price = RA Price in MPB \* Stress Factor = \$6.28 per MWh
- Assume RPS Forbearance. Stressed RPS Premium = 0
- Returning CCA Bundled Generation Cost = Stressed Energy Price + (1.15) \* Stressed RA Price + 0.2 \* Stressed RPS Premium = \$69.03 + 1.15 \* 6.28 = \$76.25 per MWh
- Calculate the Stressed Bundled Gen Rate. Current Bundled Gen Rate = \$93.55 per MWh; assuming the calculated CCA Load Adjustment is 100%, CCA Load Adjusted Bundled Gen Rate = 100% \* \$93.55 = \$93.55 per MWh plus \$10 per MWh = \$103.55 per MWh
- Bundled customer exposure = \$76.25 - \$103.55 = - \$27.30 per MWh
- Admin fee = \$3.94 per account. Assume 200,000 accounts, then admin fee = \$788,000
- Holdback in which the IOU has perfected senior security interest
  - Assume 6 weeks at a rate of \$88.87 per MWh
    - Translates into  $6/52 * 88.87 = \$10.25$  per MWh for an annual load
- 1<sup>st</sup> year bond amount. Assume total SJVPA load is 1,992,900 MWh.
  - Gross Bond amount = Greater of  $50\% * [-\$27.30 * 1,992,900] + \$788,000$  or \$788,000 = \$788,000

- Offset with holdback security interest = \$20,436,231
  - Posted bond amount is zero
- 2<sup>nd</sup> year bond amount.
  - Gross Bond amount = Greater of  $75\% \times [-\$27.30 \times 1,992,900] + \$788,000$  or  $\$788,000 = \$788,000$
  - Offset with holdback security interest = \$20,436,231
  - Posted bond amount is zero
- 3<sup>rd</sup> year bond amount.
  - Gross Bond amount = Greater of  $[-\$27.30 \times 1,992,900] + \$788,000$  or  $\$788,000 = \$788,000$
  - Offset with holdback interest = \$20,436,231
  - Posted bond amount is zero

**EXHIBIT 2: “Stressed” Energy Price Calculation**

# CCA Bond Calculation Proposed IOU Model

*January 15, 2009*

# CCA Bond Calculation

## Energy Price Risk (Joint IOU Model)

- There is an actively traded forward market for energy
- Energy price risk can be calculated by observable data in the market
- Calculation Steps- Get Market Data
  - Determine the forward price of a flat annual strip of energy
    - On-peak and Off-peak energy prices can be obtained from
      - Dealers
      - ICE screens
      - Bloomberg screens
  - Determine the implied volatility of the forward annual strip
    - There is a market for options going out 18 months
      - Dealers can provide indicative quotes on request
        - ICAP/Amerex provide on a “paid subscription” basis published implied volatilities for forward markets

# CCA Bond Calculation

## Energy Price Risk Contd. (Joint IOU Model)

- Calculate flat strip forward price
  - Average of available flat prices (Example 1 in the attached spreadsheet) or weighted, by number of hours, average peak and off peak prices
- Estimate average annualized volatility
  - Black formula for implied volatility
  - In case several data points are available, a square root of time weighted average is used (Example 1)
- Estimate average time to expiration of CCA procurement
  - Set at 0.5 years

# CCA Bond Calculation

## Energy Price Risk Contd. (Joint IOU Model)

- By now we have
  - Estimate of the current forward price: CF
  - Estimate of the volatility: V
  - Estimate of average time to expiration: T
  - Confidence interval of 95%
- Now we use the standard integral of a normal distribution of price changes to the average time to expiration and the specified confidence interval to calculate the stressed average price of energy
  - $CF * \text{Exp}[(-0.5 * V * V * T) + (V * \text{sqrt}(T) * 1.64)]$
- The resulting price is the 95% confidence flat energy stressed price

# DRAFT - For Discussion Only

**Workbook Purpose:** **Objective 1:** To provide a template for the calculation of the CPUC mandated Consumer Choice Aggregation (CCA) Bond posted to the utilities in any given period for the protection of bundled customers in the case of involuntary return

**Version:** 2009-05-04.XX

**Owners:** Joint IOU Model

**Sheets:** Provides intent of this workbook.

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## BLACK'S MODEL

### Purpose

This workbook generates the 95% confidence interval risk price scenario for an annual power strip  
The aim is to estimate how much the price would increase from the forward curve using TeVaR-like methodology except by using closed form formulae rather than a simulation  
The distribution that results is a log normal distribution as opposed to a normal distribution

### Formula

- 1 Estimated strip price increase: Cell E65 in the "Bond Calculation" tab  
Forward Price \*  $[EXP (-0.5 * Volatility^2 * Time + Confidence Interval * Volatility * Square\ root\ of\ Time)]$
- 2 The Time in the calculation is the square of the mean of square roots of each underlying product's time to expiration

### Sources of data

- 1 Independent brokers of NP15 and SP15 forward and option prices and implied volatilities
- 2 Independent brokers available to the public would be the likely sources of forward data
- 3 Implied volatility for bond calculation period equals the implied volatility for Flat Price supplied by independent broker quotes
- 4 The time to expiration weighted average of derived implied variance is used as the estimate of implied variance for the annual flat strip

### Terms and comments

- 1 EXP - base of the natural log or 2.7138 - this factor is used to derive the log normal distribution
- 2 Networkdays - number of trading days from the valuation date to first day of the month prior to the delivery month/260 trading days. For example the number of days from 5/30 through June 30 is 21 days. 21/260 equals = .08.
- 3  $(-0.5 * Volatility^2 * time)$  - this part of the equation provides for the relative small component of the change in forward prices
- 4  $(Confidence\ Interval * Volatility * Sqrt\ of\ Time)$  - this part of the equation provides for the largest component of the change in the forward price at a specified confidence interval
- 5 The same methodology will apply when data for different strips/months is available

## Definitions

Item	Value	Definition/Description
1 Trade Date	4/30/2009	The last day of Month M-1 used to average the forward price. The adjusted Forward price will be based on the average of a the trade days of Month M-1.
2 Confidence Interval	95%	CPUC designated Risk Threshold for IOU's for all "Worst Case Scenario" calculations
3 Interest Rate	1%	Risk free interest rate used in Black's model. Defined as the current interest rate of
4 Network Trading Days	260	Networkdays - number of trading days from the valuation date to first day of the month prior to the delivery month/260
5 Adjusted Forward Price (Market Price Benchmark)	\$44.00	The average of Peak/Off Peak Prices for all the trading days in month M-1
6 RA Price reported in MPB Calculation	\$4.00	The average cost of capacity (in MWh) for Resource Adequacy compliance
7 RA Capacity for Compliance Factor	115%	CPUC designated capacity purchase requirement for peak load over the year. This percentage is subject to change with CCA allocation of CAM
8 Annual RPS Requirement	20%	IOU/CCA request for RPS Forebearance. If forbearance is denied, the Annual RPS requirement is subject to change with CPUC mandates
9 RPS Premium Cost	\$0.00	Taken from the Department of Energy Website. The RPS Premium cost is the 95%tile of all published RPS premiums in the United States (See US DOE Green Power Estimates)
10 IOU System Average Bundled Rate	\$93.55	The overall average bundled generation rate of all IOU customers. Derived from each IOU's ERRA Calculation on an annual basis.
11 \$10/MWh Stressed Generation Price Adder	\$10.00	Negotiated Risk Price Offset for CCA customers, set to \$10. (Non-changing)
12 Average Peak Price in M-1 month for months M+2 to M+13 inclusive	47.4629	Average On Peak (6x16) system price published by broker quotes
13 Average Off-Peak Price in M-1 month for months M+2 to M+13 inclusive	33.5673	Average Off Peak system price published by broker quotes
14 Number of Peak Hours for months M+2 to M+13 inclusive	5008	Total number of Peak hours for the bond calculation period. I.e: hours from 7 to 22
15 Number of Off Peak Hours for months M+2 to M+13 inclusive	3752	Total number of Off Peak hours for the bond calculation period. I.e: hours from 1 to 6 and 23 to 24
16 Losses Factor Specific to IOU	106%	The percentage, IOU specific, of average power lost over transmission lines
17 Load Adjustment?	N/A	Inclusion of the Load adjustment pending. If the CPUC decides to include a load adjustment to the CRS calculation, a CCA specific load adjustment factor will be included in this calculation
18 Load Factor/Shape	100%	Until a CCA specific load adjustment is in place, Load Factor will be negligible.
19 Average Flat Price in M-1 month for months M+2 to M+13 inclusive	\$41.51	Adj. Forward Price = (Off Peak Price* Off Peak Load) + (Peak Price*Peak Load)/(Off Peak Load + Peak Load)*(loss factor*load shape factor)
20 Adjusted Forward Price (Market Price Benchmark)	\$44.00	The final price used to calculate IOU Risk exposure. I.e: The Average Flat Price in M-1 for Months M+2 to M+13 inclusive including Losses, RA Price, and any Load Factor
21 Derived Average Volatility	43%	Calculated using Black's Model: The Square Root of the Sum of "Time to Expiration" for all Months and "Sigma Squared" for all Months M+2 to M+13 inclusive
23 Confidence Interval Multiplier	1.6449	
24 Stressed Energy Price @ 95% Confidence	\$69.03	The "Worst Case Scenario" Cost of Energy potentially faced by an IOU in the case of an involuntarily returned CCA
25 Stress Factor	1.5688	The ratio of Stressed Energy Price to adjusted Forward Price. This ratio numerates the increase in Energy price, that same factor is applied to the RA price
26 Stress RA Price	\$6.28	The Risk RA Price, calculated by applying the gross up factor to the Market RA Price
27 Involuntarily Returned CCA Bundled Generation Cost	\$76.25	Generation Rate for CCA Customers in a stress market.
28 Bundled Customer Exposure	-\$27.30	The incremental cost above the current system bundled generation rate the IOU is at risk for

	A	B	C	D	E	F	G	H	I	J
1	<b>Bond Calculation Template</b>									
2		Updated Monthly: Insert Data here								
3		Subject to change according to CPUC decisions/IOU or CCA Updates								
4	Last Data Date	4/30/2009								
5	IOU	PG&E								
6	Confidence Interval	95%								
7	Interest Rate	1%								
8	Network Trading Days	261								
9	Number of Sundays	52								
10	Adjusted Forward Price (Market Price Benchmark)	\$ 44.0								
11	RA Price reported in MPB Calculation	\$ 4.0								
12	RA Capacity for Compliance Factor	115%								
13	RPS Forbearance?	Yes								
14	Annual RPS Requirement	20%								
15	RPS Premium Cost	\$0.00								
16	IOU System Average Bundled Rate	\$ 93.55								
17	Stressed Generation Rate Adder (\$ per MWh)	\$ 10.0								
18	<b>Market Price Benchmark Calculation</b>									
19										
20										
21	Average Peak Price in M-1 month for months M+2 to M+13 inclusive	\$ 47.5								
22	Average Off-Peak Price in M-1 month for months M+2 to M+13 inclusive	\$ 33.6								
23	Number of Peak Hours for months M+2 to M+13 inclusive	5008								
24	Number of Off Peak Hours for months M+2 to M+13 inclusive	3752								
25	Losses Factor Specific to IOU	106%								
26	Load Adjustment?	No								
27	Load Factor/Shape	100%								
28	Average Flat Price in M-1 month for months M+2 to M+13 inclusive	\$41.51								
29	Adjusted Forward Price (Market Price Benchmark)	\$44.00								
30										
31										
32										

	A	B	C	D	E	F	G	H	I	J
33										
34										
35										
36										
37										
38	<b>Average Volatility Calculation:</b>									
39		Beginning Date	Ending Date	Expiry Date	Time to Expiration	Volatility	Sigma*2* $\sqrt{t}$	square root of time	On-Peak Annual Forward	Off-Peak Annual Forward
40	Month M+2	7/1/2009	7/31/2009	6/30/2009	0.1686	66%	0.0734	0.5067	\$45.44	\$28.63
41	Month M+3	8/1/2009	8/31/2009	7/31/2009	0.2567	64%	0.1051	0.5807	\$43.77	\$29.19
42	Month M+4	9/1/2009	9/30/2009	8/31/2009	0.3372	62%	0.1296	0.6492	\$43.77	\$29.19
43	Month M+5	10/1/2009	10/31/2009	9/30/2009	0.4215	53%	0.1184	0.7112	\$45.77	\$33.81
44	Month M+6	11/1/2009	11/30/2009	10/31/2009	0.5057	50%	0.1264	0.7656	\$45.77	\$33.81
45	Month M+7	12/1/2009	12/31/2009	11/30/2009	0.5862	51%	0.1525	0.8212	\$45.77	\$33.81
46	Month M+8	1/1/2010	1/31/2010	12/31/2010	1.6743	39%	0.2547	0.8688	\$51.13	\$38.12
47	Month M+9	2/1/2010	2/28/2010	1/31/2010	0.7548	38%	0.1090	0.9118	\$51.13	\$38.12
48	Month M+10	3/1/2010	3/31/2010	2/28/2010	0.8314	37%	0.1138	0.9589	\$51.13	\$38.12
49	Month M+11	4/1/2010	4/30/2010	3/31/2010	0.9195	35%	0.1126	1.0019	\$48.62	\$33.33
50	Month M+12	5/1/2010	5/31/2010	4/30/2010	1.0038	34%	0.1160	1.0413	\$48.62	\$33.33
51	Month M+13	6/1/2010	6/30/2010	5/31/2010	1.0843	36%	0.1405	1.0810	\$48.62	\$33.33
52										
53	Derived Average Volatility									
54					42.62%					
55	Negotiated Average time to expiration									
56					0.5					
57	Confidence Interval Multiplier				1.6449					
58										
59										
60	Stressed Energy Price @ 95% Confidence									
61	Stress Factor									
62	Stressed RA Price									
63	Involuntarily Returned CCA Bundled Generation Cost									
64	Bundled Customer Exposure									
71										
72										
73										
74										

	A	B	C	D	E	F	G	H	I
1	Bond Calculation:								
2									
3	# of Metered Accounts	200,000	Provided by CCA						
4	CCA Load	350	MW						
5	CCA Load Factor	0.65	Provided by CCA Implementation Plan						
6	Administrative Fee per metered account	\$3.94	Per IOU tariffs						
7	Year of CCA Operation	1							
8	Year 1 Fraction	50%							
9	Year 2 Fraction	75%							
10	# of Days per Year	365							
11	# of Hours per Day	24							
12									
13									
14	CCA NAME	CCA Bond Fraction	Total Bundled Customer Exposure	RPS Cost	Administrative fee	Gross Bond Amount \$	Gross Bond \$/MWh		
15	SJV CCA	50%	\$0	\$0	\$788,000	\$788,000	\$0.40		
16									
17									
18									
19									

=BondCalculation!\$B\$14\*\$BondCalculation!B15\*B5\*B4\*365\*24

=MAX(\$E\$15,SUM(C15:E15))

=1-IF(\$B\$7=1,\$B\$8,IF(\$B\$7=2,\$B\$9,1))

=MAX(0,B15\*\$B\$5\*\$B\$4\*\$B\$10\*\$B\$11\*BondCalculation!\$E\$66)

=\$B\$6\*\$B\$3

=F15/(B10\*B11\*B4\*B5)

	A	B	C	D	E	F	G	H	I	J
1	DOE Renewable Energy Premium Payments (Copy/Paste from Site)									
2								=PERCENTILE(G9:G202,0.95)		
3			95 %tile		¢/kWh		Average Premium (Cents/kWh)			
4			95th - EV		4.18 ¢/kWh					
5					2.15 ¢/kWh		\$2.02			
6					2,150.74 ¢/MWh					
7				=D5/100	\$21.51 ¢ per MWh		=D4*1000		=D3-G4	
8	State	Utility Name	Program Name	Type	Start Date	Premium				
9	CO	Xcel Energy	WindSource	wind	1997	-0.67¢/kWh	-0.67¢/kWh			
10	OK	OG&E Electric Services	OG&E Wind Power	wind	2003	-	-0.25¢/kWh			
11	TX	Bandera Electric Cooperative	Choose-To-Renew	wind, hydro	2005	-	-0.11¢/kWh			
12	CO	Platte River Power Authority: Estes Park, Fort Collins Utilities, Longmont Power & Communications, Loveland Water & Power	Wind Energy Premium	wind	1999	1.0¢/kWh - 2.5¢/kWh	1.75¢/kWh			
13	DE	Delaware Electric Cooperative	Renewable Energy Rider	landfill gas	2006	0.2¢/kWh	0.20¢/kWh			
14	ID	Avista Utilities	Buck-A-Block	wind	2002	0.33¢/kWh	0.33¢/kWh			
15	WA	Avista Utilities	Buck-A-Block	wind	2002	0.33¢/kWh	0.33¢/kWh			
16	CO	Colorado Springs Utilities	Renewable Energy Certificates Program	wind and geothermal	2008	0.34¢/kWh	0.34¢/kWh			
17	IN	Indianapolis Power & Light	Green Power Option	wind	1998	0.35¢/kWh	0.35¢/kWh			
18	IA	Basin Electric Power Cooperative: Lyon Rural, Harrison County, Nishnabotna Valley Cooperative, Northwest Rural Electric Cooperative, Western Iowa	Prairie Winds	wind	2000	0.5¢/kWh	0.50¢/kWh			
19	MN	Basin Electric Power Cooperative: Minnesota Valley Electric Coop, Sioux Valley Southwestern	Prairie Winds	wind	2002	0.5¢/kWh	0.50¢/kWh			
20	MN	Minnkota Power Cooperative: Beltrami, Clearwater Polk, North Star, PKM, Red Lake, Red River, Roseau, Wild Rice: Northern Municipal Power Agency (10 municipals)	Infinity Wind Energy	wind	1999	0.5¢/kWh	0.50¢/kWh			
21	MT	Basin Electric Power Cooperative: Flathead Electric Coop, Lower Yellowstone, Powder River Energy	Prairie Winds	wind	2000	0.5¢/kWh	0.50¢/kWh			
22	ND	Basin Electric Power Cooperative: Burke Divide, Capital, Dakota Valley, KEM Electric Coop, Oliver Mercer Electric Coop, McKenzie Electric Coop, Montrail Williams, Mor-gran-sou Electric Coop, North Central Electric Coop, Northern Plains, Slope Electric Coop	PrairieWinds	wind	2000	0.5¢/kWh	0.50¢/kWh			
23	ND	Minnkota Power Cooperative: Cass County Electric, Cavalier Rural Electric, Nodak Electric: Northern Municipal Power Agency (2 municipals)	Infinity Wind Energy	wind	1999	0.5¢/kWh	0.50¢/kWh			
24	OH	FirstEnergy: Ohio Edison Company	Green Resource Program	various	2007	0.5¢/kWh	0.50¢/kWh			
25	OH	FirstEnergy: The Cleveland Electric Illuminating Company	Green Resource Program	various	2007	0.5¢/kWh	0.50¢/kWh			
26	OH	FirstEnergy: The Toledo Edison	Green Resource Program	various	2007	0.5¢/kWh	0.50¢/kWh			
27	OK	Western Farmers Electric Cooperative (19 of 19 coops offer program): Alfalfa Electric Cooperative, Caddo Electric Cooperative, Canadian Valley Electric Cooperative, Choctaw Electric Cooperative, Cimmaron Electric Cooperative, Cotton Electric Cooperative, E	WindWorks	wind	2004	0.5¢/kWh	0.50¢/kWh			
28	SD	Basin Electric Power Cooperative: Bon Homme-Yankton Electric Assn., Central Electric Cooperative Association, Charles Mix Electric Association, City of Elk Point, Clay-Union Electric Corporation, Codington-Clark Electric Cooperative, Dakota Energy Coopera	Prairie Winds	wind	2000	0.5¢/kWh	0.50¢/kWh			
29	TX	Pedernales Electric Cooperative	Renewable Power	wind, hydro	2006	0.5¢/kWh	0.50¢/kWh			
30	WY	Basin Electric Power Cooperative: Powder River Energy	Prairie Winds	wind	2000	0.5¢/kWh	0.50¢/kWh			
31	CO	Yampa Valley Electric Association	Wind Energy Program	wind	1999	0.6¢/kWh	0.60¢/kWh			
32	WY	Yampa Valley Electric Association	Wind Energy Program	wind	1999	0.6¢/kWh	0.60¢/kWh			
33	OK	Oklahoma Municipal Power Authority: Tonkawa, Altus, Frederick, Okeene, Prague Municipal Utilities and Edmond Electric	Pure & Simple	wind	2004	1.8¢/kWh (-0.45¢/kWh)	0.68¢/kWh			
34	WA	Clallam County PUD	Clallam County PUD Green Power Program	landfill gas	2001	0.69¢/kWh	0.69¢/kWh			
35	OH	AEP Ohio	Green Pricing Option	landfill gas	2007	0.7¢/kWh	0.70¢/kWh			
36	WV	AEP Ohio	Green Pricing Option	landfill gas	2007	0.7¢/kWh	0.70¢/kWh			
37	OR	PacificCorp: Pacific Power / 3Degrees	Blue Sky Usage	wind, biomass, PV	2002	0.78¢/kWh	0.78¢/kWh			
38	AZ	Tri-State Generation & Transmission: Columbus Electric Cooperative, Inc.	Renewable Resource Power Service	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
39	CO	Tri-State Generation & Transmission : Delta-Montrose Electric Association, Empire Electric Association, Inc., Gunnison County Electric Association, Inc., Highline Electric Association, La Plata Electric Association, Inc., Morgan County Rural Electric Asso	Renewable Resource Power Service	wind, hydro	1998	0.8¢/kWh	0.80¢/kWh			
40	MT	Tri-State Generation & Transmission: Big Horn Rural Electric Company	Renewable Resource Power Service	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
41	NE	Tri-State Generation & Transmission: Chimney Rock Public Power District, Highline Electric Association, Northwest Rural Public Power District	Renewable Resource Power Service	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
42	NM	Tri-State Generation & Transmission: Central New Mexico Electric Cooperative, Inc., Columbus Electric Cooperative, Inc., Continental Divide Electric Cooperative, Inc., Jemez Mountains Electric Cooperative, Inc., Kit Carson Electric Cooperative, Inc., Nort	Renewable Resource Power Service	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
43	OR	Portland General Electric Company / Green Mountain Energy	Green Source	existing geothermal, hydro, new wind	2002	0.8¢/kWh	0.80¢/kWh			

	A	B	C	D	E	F	G	H	I	J
8	State	Utility Name	Program Name	Type	Start Date	Premium				
44	SD	<a href="#">Tri-State Generation &amp; Transmission: Niobrara Electric Association, Inc.</a>	<a href="#">Renewable Resource Power Service</a>	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
45	UT	<a href="#">Tri-State Generation &amp; Transmission: Empire Electric Association, Inc.</a>	<a href="#">Renewable Resource Power Service</a>	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
46	WY	<a href="#">Tri-State Generation &amp; Transmission: Carbon Power &amp; Light, Inc.</a>	<a href="#">Renewable Resource Power Service</a>	wind, hydro	2001	0.8¢/kWh	0.80¢/kWh			
47	OR	<a href="#">Eugene Water &amp; Electric Board</a>	<a href="#">EWEB Wind Power</a>	wind	1999	0.91¢/kWh	0.91¢/kWh			
48	IN	<a href="#">Wabash Valley Power Association (7 of 27 coops offer program): Boone REMC, Hendricks Power Cooperative, Kankakee Valley REMC, Miami-Cass REMC, Tipmont REMC, White County REMC, Northeastern REMC</a>	<a href="#">EnviroWatts</a>	landfill gas	2000	0.9¢/kWh-1.0¢/kWh	0.95¢/kWh			
49	ID	<a href="#">Idaho Power</a>	<a href="#">Green Power Program</a>	various	2001	0.98¢/kWh	0.98¢/kWh			
50	OR	<a href="#">Idaho Power</a>	<a href="#">Green Power Program</a>	various	2001	0.98¢/kWh	0.98¢/kWh			
51	AZ	<a href="#">Arizona Public Service</a>	<a href="#">Green Choice</a>	wind and geothermal	2007	1.0¢/kWh	1.00¢/kWh			
52	CA	<a href="#">Sacramento Municipal Utility District</a>	<a href="#">Greenergy</a>	wind, landfill gas, hydro, PV	1997	1.0¢/kWh or \$6/month	1.00¢/kWh			
53	CO	<a href="#">Intermountain Rural Electric Association / Sterling Planet</a>	<a href="#">National Wind</a>	wind	2006	1.0¢/kWh	1.00¢/kWh			
54	MN	<a href="#">Southern Minnesota Municipal Power Agency (all 18 munis offer program): Fairmont Public Utilities, Wells Public Utilities, Austin Utilities, Preston Public Utilities, Spring Valley Utilities, Blooming Prairie Public Utilities, Rochester Public Utilities</a>	<a href="#">SMMPA Wind Power</a>	wind	2000	1.0¢/kWh	1.00¢/kWh			
55	OH	<a href="#">Dayton Power &amp; Light</a>	<a href="#">Green Connect</a>	various	2008	1.0¢/kWh	1.00¢/kWh			
56	OR	<a href="#">Springfield Utility Board</a>	<a href="#">ECOchoice</a>	various	2007	1.0¢/kWh	1.00¢/kWh			
57	WA	<a href="#">Mason County PUD No. 3</a>	<a href="#">Mason Evergreen Power</a>	wind	2003	1.0¢/kWh	1.00¢/kWh			
58	WI	<a href="#">Madison Gas &amp; Electric</a>	<a href="#">Green Power Tomorrow</a>	wind	1999	1.0¢/kWh	1.00¢/kWh			
59	WI	<a href="#">Wisconsin Public Power Inc. (34 of 37 munis offer program): Algoma, Cedarburg, Florence, Kaukauna, Muscoda, Stoughton, Reedsburg, Oconomowoc, Waterloo, Whitehall, Columbus, Hartford, Lake Mills, New Holstein, Richland Center, Boscobel, Cuba City, Hustisfo</a>	<a href="#">Renewable Energy Program</a>	small hydro, wind, biogas	2001	1.0¢/kWh	1.00¢/kWh			
60	MT	<a href="#">Park Electric Cooperative</a>	<a href="#">Green Power Program</a>	various renewables	2002	1.02¢/kWh	1.02¢/kWh			
61	MT	<a href="#">Southern Montana Electric Generation and Transmission Cooperative (5 coops offer program): Fergus Electric, Yellowstone Valley, Bear Tooth Electric, Mid Yellowstone, and Tongue River</a>	<a href="#">Environmentally Preferred Power</a>	wind, hydro	2002	1.05¢/kWh	1.05¢/kWh			
62	WA	<a href="#">Pacific County PUD</a>	<a href="#">Green Power</a>	landfill gas	2002	1.05¢/kWh	1.05¢/kWh			
63	ID	<a href="#">Vigilante Electric Cooperative</a>	<a href="#">Alternative Renewable Energy Program</a>	wind	2003	1.1¢/kWh	1.10¢/kWh			
64	MT	<a href="#">Vigilante Electric Cooperative</a>	<a href="#">Alternative Renewable Energy Program</a>	wind	2003	1.1¢/kWh	1.10¢/kWh			
65	MA	<a href="#">NSTAR</a>	<a href="#">NSTAR Green</a>	wind	2008	0.8¢/kWh-1.45¢/kWh	1.13¢/kWh			
66	WY	<a href="#">Lower Valley Energy</a>	<a href="#">Green Power</a>	wind	2003	1.16¢/kWh	1.17¢/kWh			
67	OR	<a href="#">Emerald People's Utility District/Green Mountain Energy</a>	<a href="#">Choose Renewable Electricity</a>	wind, geothermal	2003	1.2¢/kWh	1.20¢/kWh			
68	WA	<a href="#">Tacoma Power</a>	<a href="#">EverGreen Options</a>	wind	2000	1.2¢/kWh	1.20¢/kWh			
69	OR	<a href="#">Eugene Water &amp; Electric Board</a>	<a href="#">EWEB Greenpower</a>	various renewables	2007	1.0¢/kWh-1.5¢/kWh	1.25¢/kWh			
70	WA	<a href="#">Puget Sound Energy</a>	<a href="#">Green Power Program</a>	wind, PV, biogas	2002	1.25¢/kWh	1.25¢/kWh			
71	ID	<a href="#">PacifiCorp: Rocky Mountain Power</a>	<a href="#">Blue Sky</a>	wind	2003	0.71¢/kWh-1.94¢/kWh	1.33¢/kWh			
72	UT	<a href="#">PacifiCorp: Rocky Mountain Power</a>	<a href="#">Blue Sky</a>	wind	2003	0.71¢/kWh-1.94¢/kWh	1.33¢/kWh			
73	WI	<a href="#">We Energies</a>	<a href="#">Energy for Tomorrow</a>	landfill gas, PV, hydro, wind	1996	1.37¢/kWh	1.37¢/kWh			
74	OH	<a href="#">American Municipal Power-Ohio / Green Mountain Energy: City of Bowling Green, Cuyahoga Falls, Westerville, Wyandotte, Yellow Springs</a>	<a href="#">Nature's Energy</a>	small hydro, landfill gas, wind	2003	1.3¢/kWh-1.5¢/kWh	1.40¢/kWh			
75	KY	<a href="#">E.ON U.S.: Louisville Gas and Electric Co., Kentucky Utilities Co.</a>	<a href="#">Green Energy</a>	100% KY Low Impact Hydro Institute-Certified	2007	1.3¢/kWh-1.67¢/kWh	1.49¢/kWh			
76	CA	<a href="#">Anaheim Public Utilities</a>	<a href="#">Green Power for the Grid</a>	wind, landfill gas	2002	1.5¢/kWh	1.50¢/kWh			
77	CA	<a href="#">Palo Alto Utilities / 3Degrees</a>	<a href="#">Palo Alto Green</a>	wind, PV	2003 / 2000	1.5¢/kWh	1.50¢/kWh			
78	CA	<a href="#">Roseville Electric / 3Degrees</a>	<a href="#">Green Roseville</a>	wind, PV	2005	1.5¢/kWh	1.50¢/kWh			
79	CA	<a href="#">Silicon Valley Power / 3Degrees</a>	<a href="#">Santa Clara Green Power</a>	wind, PV	2004	1.5¢/kWh	1.50¢/kWh			
80	CO	<a href="#">Holy Cross Energy</a>	<a href="#">Wind Power Pioneers</a>	wind	1998	1.5¢/kWh	1.50¢/kWh			
81	IL	<a href="#">Dairyland Power Cooperative: Jo-Carroll Energy/Elizabeth</a>	<a href="#">Evergreen Renewable Energy Program</a>	landfill gas, biogas, hydro, wind	1997	1.5¢/kWh	1.50¢/kWh			
82	IA	<a href="#">Corn Belt Power Cooperatives (5 of 11 coops offer program): Butler County REC, Franklin REC, Grundy County REC, Humboldt County REC, Sac County REC</a>	<a href="#">Energy Wise Renewables</a>	wind	2003	1.5¢/kWh	1.50¢/kWh			
83	MN	<a href="#">Dairyland Power Cooperative: Freeborn-Mower Cooperative / Albert Lea, People's / Rochester, Tri-County / Rushford</a>	<a href="#">Evergreen Renewable Energy Program</a>	hydro, wind, landfill gas, biogas	1998	1.5¢/kWh	1.50¢/kWh			
84	MN	<a href="#">Moorhead Public Service</a>	<a href="#">Capture the Wind</a>	wind	1998	1.5¢/kWh	1.50¢/kWh			
85	MO	<a href="#">AmerenUE / 3Degrees</a>	<a href="#">Pure Power</a>	75% wind, 25% other renewables	2007	1.5¢/kWh	1.50¢/kWh			
86	OR	<a href="#">Columbia River PUD</a>	<a href="#">Choice Energy</a>	wind	2005	1.5¢/kWh	1.50¢/kWh			
87	OR	<a href="#">Oregon Trail Electric Cooperative</a>	<a href="#">Green Power</a>	wind	2002	1.5¢/kWh	1.50¢/kWh			
88	OR	<a href="#">Portland General Electric Company / Green Mountain Energy</a>	<a href="#">Renewable Future</a>	wind	2007	1.5¢/kWh	1.50¢/kWh			
89	VA	<a href="#">AEP Appalachian Power</a>	<a href="#">Green Pricing Option</a>	low impact hydro	2008	1.5¢/kWh	1.50¢/kWh			
90	WA	<a href="#">Clark Public Utilities</a>	<a href="#">Green Lights</a>	PV, wind	2002	1.5¢/kWh	1.50¢/kWh			
91	WA	<a href="#">Seattle City Light</a>	<a href="#">Green Up</a>	wind	2005	1.5¢/kWh	1.50¢/kWh			



	A	B	C	D	E	F	G	H	I	J
8	State	Utility Name	Program Name	Type	Start Date	Premium				
92	WI	<a href="#">Dairyland Power Cooperative: Barron Electric, Bayfield/ Iron River, Chippewa / Cornell Valley, Clark / Greenwood, Dunn / Menomonie, Eau Claire / Fall Creek, Jackson / Black River Falls, Jump River / Ladysmith, Oakdale, Pierce-Pepin / Ellsworth, Polk-Burne</a>	<a href="#">Evergreen Renewable Energy Program</a>	hydro, wind, landfill gas, biogas	1998	1.5¢/kWh	1.50¢/kWh			
93	FL	<a href="#">City of Tallahassee/Sterling Planet</a>	<a href="#">Green for You</a>	biomass, PV	2002	1.6¢/kWh	1.60¢/kWh			
94	FL	<a href="#">Keys Energy Services / Sterling Planet</a>	<a href="#">GO GREEN: USA Green</a>	wind, biomass, PV	2004	1.60¢/kWh	1.60¢/kWh			
95	MN	<a href="#">Otter Tail Power Company</a>	<a href="#">TailWinds</a>	wind	2002	1.6¢/kWh	1.60¢/kWh			
96	OR	<a href="#">PacifiCorp: Pacific Power / 3Degrees</a>	<a href="#">Blue Sky Habitat</a>	wind, biomass, PV	2002	0.78¢/kWh + \$2.50/mo	1.64¢/kWh			
97	MI	<a href="#">Consumers Energy</a>	<a href="#">Green Generation</a>	68% wind, 32% landfill gas	2005	1.67¢/kWh	1.67¢/kWh			
98	OR	<a href="#">Portland General Electric Company</a>	<a href="#">Clean Wind for Medium to Large Commercial &amp; Industrial Accounts</a>	wind	2003	1.7¢/kWh	1.70¢/kWh			
99	WI	<a href="#">Great River Energy: Head of the Lakes</a>	<a href="#">Wellspring Renewable Wind Energy Program</a>	wind	1997	1.45¢/kWh-2.0¢/kWh	1.73¢/kWh			
100	OR	<a href="#">Portland General Electric Company</a>	<a href="#">Clean Wind Power</a>	wind	2002	1.75¢/kWh	1.75¢/kWh			
101	MN	<a href="#">Great River Energy (all 28 coops offer program): Agralite, Arrowhead, BENCO Electric, Brown County Rural Electric, Connexus Energy, Co-op Light &amp; Power, Crow Wing Power, Dakota Electric Association, East Central Electric Association, Federated Rural Elect</a>	<a href="#">Wellspring Renewable Wind Energy Program</a>	wind	1998	1.55¢/kWh-2.0¢/kWh	1.78¢/kWh			
102	NM	<a href="#">Los Alamos Department of Public Utilities</a>	<a href="#">Green Power</a>	wind	2005	1.8¢/kWh	1.80¢/kWh			
103	NM	<a href="#">Public Service of New Mexico</a>	<a href="#">PNM Sky Blue</a>	wind	2003	1.8¢/kWh	1.80¢/kWh			
104	TX	<a href="#">Austin Energy (City of Austin)</a>	<a href="#">GreenChoice</a>	wind, landfill gas	2000/1997	1.85¢/kWh	1.85¢/kWh			
105	WI	<a href="#">Wisconsin Public Service</a>	<a href="#">NatureWise</a>	wind, landfill gas, biogas	2002	1.86¢/kWh	1.86¢/kWh			
106	OR	<a href="#">Pacific Northwest Generating Cooperative: Blachly-Lane Electric Cooperative, Central Electric Cooperative, Clearwater Power, Consumers Power, Coos-Curry Electric Cooperative, Douglas Electric Cooperative, Fall River Rural Electric Cooperative, Lost River</a>	<a href="#">Green Power</a>	landfill gas	1998	1.8¢/kWh-2.0¢/kWh	1.90¢/kWh			
107	TX	<a href="#">El Paso Electric Company</a>	<a href="#">Renewable Energy Tariff</a>	wind	2001	1.92¢/kWh	1.92¢/kWh			
108	CA	<a href="#">PacifiCorp: Pacific Power</a>	<a href="#">Blue Sky Block</a>	wind	2000	1.95¢/kWh	1.95¢/kWh			
109	NV	<a href="#">Deseret Power: Mt. Wheeler Power Cooperative</a>	<a href="#">GreenWay</a>	various	2005	1.95¢/kWh	1.95¢/kWh			
110	OR	<a href="#">PacifiCorp: Pacific Power</a>	<a href="#">Blue Sky Block</a>	wind	2000	1.95¢/kWh	1.95¢/kWh			
111	UT	<a href="#">Deseret Power</a>	<a href="#">GreenWay</a>	various	2004	1.95¢/kWh	1.95¢/kWh			
112	UT	<a href="#">PacifiCorp: Utah Power</a>	<a href="#">Blue Sky</a>	wind	2000	1.95¢/kWh	1.95¢/kWh			
113	WA	<a href="#">PacifiCorp: Pacific Power</a>	<a href="#">Blue Sky Block</a>	wind	2000	1.95¢/kWh	1.95¢/kWh			
114	WY	<a href="#">PacifiCorp: Pacific Power</a>	<a href="#">Blue Sky</a>	wind	2000	1.95¢/kWh	1.95¢/kWh			
115	AL	<a href="#">Alabama Electric Cooperative: City of Andalusia, Baldwin Electric Membership Cooperative, City of Brundidge, Central Alabama Electric Cooperative, Clarke-Washington Electric Membership Cooperative, Coosa Valley Electric Cooperative, Covington Electric Cog</a>	<a href="#">Green Power Choice</a>	landfill gas	2006	2.0¢/kWh	2.00¢/kWh			
116	CA	<a href="#">Burbank Water and Power</a>	<a href="#">Green Energy Champion</a>	various	2007	2.0¢/kWh	2.00¢/kWh			
117	CA	<a href="#">Truckee Donner PUD</a>	<a href="#">Voluntary Renewable Energy Certificates Program</a>	wind	2008	2.0¢/kWh	2.00¢/kWh			
118	FL	<a href="#">Alabama Electric Cooperative: CHELCO, Escambia River Electric Cooperative, Gulf Coast Electric Cooperative, West Florida Electric Cooperative</a>	<a href="#">Green Power Choice</a>	landfill gas	2006	2.0¢/kWh	2.00¢/kWh			
119	FL	<a href="#">Gainesville Regional Utilities</a>	<a href="#">GRUgreen Energy</a>	landfill gas, wind, PV	2003	2.0¢/kWh	2.00¢/kWh			
120	IA	<a href="#">Alliant Energy</a>	<a href="#">Second Nature</a>	landfill gas, wind	2001	2.0¢/kWh	2.00¢/kWh			
121	IA	<a href="#">Central Iowa Power Cooperatives (all 12 coops/1 muni): Maquoketa Valley Electric Cooperative, Eastern Iowa REC, East-Central Iowa REC, Linn County REC, Pella, TIP Rural Electric Cooperative, Clarke Electric Cooperative, Midland Power Cooperative, Guthrie</a>	<a href="#">Wind Power</a>	wind	2006	1.5¢/kWh-2.5¢/kWh	2.00¢/kWh			
122	IA	<a href="#">Waverly Light &amp; Power</a>	<a href="#">Iowa Energy Tags</a>	wind	2001	2.0¢/kWh	2.00¢/kWh			
123	MI	<a href="#">Traverse City Light and Power</a>	<a href="#">Green Rate</a>	wind	1996	2.0¢/kWh	2.00¢/kWh			
124	MN	<a href="#">Alliant Energy</a>	<a href="#">Second Nature</a>	landfill gas, wind	2002	2.0¢/kWh	2.00¢/kWh			
125	MN	<a href="#">Central Minnesota Municipal Power Agency: Blue Earth, Delano, Glencoe, Granite Falls, Janesville, Kenyon, Lake Crystal, Madelia, Mt. Lake, New Ulm, Sleepy Eye, Springfield, Truman, and Windom</a>	<a href="#">Green Energy Program</a>	wind, landfill gas	2000	1.5¢/kWh-2.5¢/kWh	2.00¢/kWh			
126	MN	<a href="#">Xcel Energy</a>	<a href="#">WindSource</a>	wind	2003	2.0¢/kWh	2.00¢/kWh			
127	MT	<a href="#">Northwestern Energy</a>	<a href="#">E+ Green</a>	wind, PV	2003	2.0¢/kWh	2.00¢/kWh			
128	OH	<a href="#">Buckeye Power</a>	<a href="#">EnviroWatts</a>	landfill gas	2006	2.0¢/kWh	2.00¢/kWh			
129	OR	<a href="#">City of Ashland / Bonneville Environmental Foundation</a>	<a href="#">Renewable Pioneers</a>	PV, wind	2003	2.0¢/kWh	2.00¢/kWh			
130	WA	<a href="#">Cowlitz PUD</a>	<a href="#">Renewable Resource Energy</a>	wind, PV	2002	2.0¢/kWh	2.00¢/kWh			
131	WA	<a href="#">Grant County PUD</a>	<a href="#">Alternative Energy Resources Program</a>	wind	2002	2.0¢/kWh	2.00¢/kWh			
132	WA	<a href="#">Lewis County PUD</a>	<a href="#">Green Power Energy Rate</a>	wind	2003	2.0¢/kWh	2.00¢/kWh			
133	WA	<a href="#">Peninsula Light</a>	<a href="#">Green by Choice</a>	wind, hydro, biogas	2002	2.0¢/kWh	2.00¢/kWh			
134	WA	<a href="#">Snohomish County Public Utility District</a>	<a href="#">Planet Power</a>	wind	2002	2.0¢/kWh	2.00¢/kWh			
135	WI	<a href="#">Alliant Energy</a>	<a href="#">Second Nature</a>	wind, landfill gas	2000	2.0¢/kWh	2.00¢/kWh			
136	MI	<a href="#">We Energies</a>	<a href="#">Energy for Tomorrow</a>	wind, landfill gas, hydro	2000	2.04¢/kWh	2.04¢/kWh			

	A	B	C	D	E	F	G	H	I	J
8	State	Utility Name	Program Name	Type	Start Date	Premium				
137	IA	<a href="#">Missouri River Energy Services: Alton, Atlantic, Denison, Fontanelle, Hartley, Hawarden, Kimbalton, Lake Park, Manilla, Orange City, Paullina, Primghar, Remsen, Rock Rapids, Sanborn, Shelby, Sioux Center, Woodbine</a>	<a href="#">RiverWinds</a>	wind	2003	2.0¢/kWh-2.5¢/kWh	2.25¢/kWh			
138	MI	<a href="#">DTE Energy</a>	<a href="#">GreenCurrents</a>	wind, biomass	2007	2.0¢/kWh-2.5¢/kWh	2.25¢/kWh			
139	MN	<a href="#">Missouri River Energy Services: Adrian, Alexandria, Barnesville, Benson, Breckenridge, Detroit Lakes, Elbow Lake, Henning, Jackson, Lakefield, Lake Park, Luverne, Madison, Moorhead, Ortonville, St. James, Sauk Centre, Staples, Wadena, Westbrook, Worthingt</a>	<a href="#">RiverWinds</a>	wind	2002	2.0¢/kWh-2.5¢/kWh	2.25¢/kWh			
140	ND	<a href="#">Missouri River Energy Services: City of Lakota</a>	<a href="#">RiverWinds</a>	wind	2002	2.0¢/kWh-2.5¢/kWh	2.25¢/kWh			
141	SD	<a href="#">Missouri River Energy Services: City of Vermillion</a>	<a href="#">RiverWinds</a>	wind	2002	2.0¢/kWh-2.5¢/kWh	2.25¢/kWh			
142	CO	<a href="#">Holy Cross Energy</a>	<a href="#">Local Renewable Energy Pool</a>	small hydro, PV	2002	2.33¢/kWh	2.33¢/kWh			
143	CA	<a href="#">Pasadena Water &amp; Power</a>	<a href="#">Green Power</a>	wind	2003	2.5¢/kWh	2.50¢/kWh			
144	FL	<a href="#">Tampa Electric Company (TECO)</a>	<a href="#">Renewable Energy</a>	PV, landfill, biomass co-firing (wood)	2001	2.5¢/kWh	2.50¢/kWh			
145	IL	<a href="#">City of Naperville / Community Energy</a>	<a href="#">Renewable Energy Option</a>	wind, small hydro, PV	2005	2.5¢/kWh	2.50¢/kWh			
146	IN	<a href="#">Duke Energy</a>	<a href="#">GoGreen Power</a>	wind, PV, landfill gas, digester gas	2001	2.5¢/kWh	2.50¢/kWh			
147	IA	<a href="#">Cedar Falls Utilities</a>	<a href="#">Harvest the Wind</a>	wind	2000	2.5¢/kWh	2.50¢/kWh			
148	LA	<a href="#">Entergy Gulf States</a>	<a href="#">Green Pricing Program</a>	biomass	2007	2.5¢/kWh	2.50¢/kWh			
149	MN	<a href="#">Minnesota Power</a>	<a href="#">WindSense</a>	wind	2002	2.5¢/kWh	2.50¢/kWh			
150	OH	<a href="#">Duke Energy</a>	<a href="#">GoGreen Power</a>	wind, PV, landfill gas, digester gas	2001	2.5¢/kWh	2.50¢/kWh			
151	OR	<a href="#">Midstate Electric Cooperative</a>	<a href="#">Environmentally-Preferred Power</a>	wind	1999	2.5¢/kWh	2.50¢/kWh			
152	WA	<a href="#">Nortnen Wasco County PUD</a>	<a href="#">Pure Power</a>	wind	2007	2.5¢/kWh	2.50¢/kWh			
153	GA	<a href="#">Georgia Electric Membership Corporation (35 of 42 coops offer program): Altamaha EMC, Amicalola EMC, Canoochee EMC, Carroll EMC, Central Georgia EMC, Cobb EMC, Coastal Electric, Colquitt EMC, Coweta-Fayette EMC, Diverse Power, Flint Energies, Grady EMC, G</a>	<a href="#">Green Power EMC</a>	landfill gas, PV in schools	2001	2.0¢/kWh-3.3¢/kWh	2.65¢/kWh			
154	AL	<a href="#">TVA: City of Athens Electric Department, Cherokee Electric Coop., Cullman Electric Coop., Cullman Power Board, Decatur Utilities, Florence Utilities, Guntersville Electric Board, Hartselle Utilities, Huntsville Utilities, Joe Wheeler EMC, Marshall-DeKalb El</a>	<a href="#">Green Power Switch</a>	landfill gas, PV, wind	2000	2.67¢/kWh	2.67¢/kWh			
155	GA	<a href="#">TVA: Blue Ridge Mountain EMC, North Georgia EMC, Tri-State EMC</a>	<a href="#">Green Power Switch</a>	landfill gas, PV, wind	2000	2.67¢/kWh	2.67¢/kWh			
156	KY	<a href="#">TVA: Bowling Green Municipal Utilities, Franklin Electric Plant Board, Hopkinsville Electric System, Murray Electric System, Pennville Rural Electric Coop., Russellville Electric Plant Board, Tri-County Electric, Warren Rural Electric Coop</a>	<a href="#">Green Power Switch</a>	landfill gas, PV, wind	2000	2.67¢/kWh	2.67¢/kWh			
157	MS	<a href="#">TVA: 4-County Electric Power Association, Alcorn Electric Power Association, Central Electric Power Association, Columbus Light &amp; Water, North East Mississippi Electric Power Association, Northcentral MS EPA, City of Okolona Electric Dept., City of Oxford</a>	<a href="#">Green Power Switch</a>	landfill gas, PV, wind	2000	2.67¢/kWh	2.67¢/kWh			
158	NC	<a href="#">TVA: Mountain Electric Cooperative</a>	<a href="#">Green Power Switch</a>	landfill gas, PV, wind	2000	2.67¢/kWh	2.67¢/kWh			
159	TN	<a href="#">TVA: Alcoa Electric Department, Appalachian Electric Cooperative, Athens Utility Board, Bristol Tennessee Electric System, Brownsville Utility Department, Caney Fork Electric Cooperative, Chickasaw Electric Cooperative, Clarksville Department of Electrici</a>	<a href="#">Green Power Switch</a>	landfill gas, PV, wind	2000	2.67¢/kWh	2.67¢/kWh			
160	FL	<a href="#">Keys Energy Services / Sterling Planet</a>	<a href="#">GO GREEN: Florida Ever Green</a>	solar hot water, PV, biomass	2004	2.75¢/kWh	2.75¢/kWh			
161	IA	<a href="#">Associated Electric Cooperative, Inc.: Access Energy Cooperative, Chariton Valley Electric Cooperative, Southern Iowa Electric Cooperative</a>	<a href="#">varies by utility</a>	biomass, wind	2003	2.0¢/kWh-3.5¢/kWh	2.75¢/kWh			
162	KY	<a href="#">East Kentucky Power Cooperative: Blue Grass Energy, Clark, Cumberland, Fleming-Mason, Grayson, Inter-County Energy, Jackson, Licking Valley, Nolin, Owen Electric, Salt River, Shelby, South Kentucky</a>	<a href="#">EnviroWatts</a>	landfill gas	2002	2.75¢/kWh	2.75¢/kWh			
163	MO	<a href="#">Associated Electric Cooperative, Inc.: Black River Electric Cooperative, Boone Electric Cooperative, Callaway Electric Cooperative, Co-Mo Electric Cooperative, Crawford Electric Cooperative, Cuivre River Electric Cooperative, Howell-Oregon Electric Coope</a>	<a href="#">varies by utility</a>	biomass, wind	2003	2.0¢/kWh-3.5¢/kWh	2.75¢/kWh			

	A	B	C	D	E	F	G	H	I	J
8	State	Utility Name	Program Name	Type	Start Date	Premium				
164	OK	<a href="#">Associated Electric Cooperative, Inc.: Central Rural Electric Cooperative</a>	<a href="#">varies by utility</a>	biomass, wind	2003	2.0¢/kWh-3.5¢/kWh	2.75¢/kWh			
165	UT	<a href="#">City of St. George</a>	<a href="#">Clean Green Power</a>	wind, small hydro	2005	2.95¢/kWh	2.95¢/kWh			
166	AZ	<a href="#">Salt River Project</a>	<a href="#">EarthWise Energy</a>	central PV, wind, landfill gas, small hydro, geothermal	1998/2001	3.0¢/kWh	3.00¢/kWh			
167	CA	<a href="#">Los Angeles Department of Water and Power</a>	<a href="#">Green Power for a Green LA</a>	wind, landfill gas	1999	3.0¢/kWh	3.00¢/kWh			
168	CO	<a href="#">Colorado Springs Utilities</a>	<a href="#">Green Power</a>	wind	1999	3.0¢/kWh	3.00¢/kWh			
169	IL	<a href="#">Prairie Power and Community Energy, Inc. (8 of 11 coops offer program): Adams Electric Co-op, Coles-Moultrie Electric, Eastern Illinois Electric, McDonough Power, Menard Rural Electric, Convenience Co-op, Shelby Electric, Spoon River Electric Co-op</a>	<a href="#">EcoEnergy</a>	wind	2005	3.0¢/kWh	3.00¢/kWh			
170	IN	<a href="#">Hoosier Energy (6 of 17 coops offer program): Daviess-Martin County REMC, Decatur County REMC, Henry County REMC, South Central Indiana REMC, Southeastern Indiana REMC, Utilities District of Western Indiana REMC</a>	<a href="#">EnviroWatts</a>	landfill gas	2001	2.0¢/kWh-4.0¢/kWh	3.00¢/kWh			
171	IA	<a href="#">Dairland Power Cooperative: Allamakee-Clayton/Postville, Hawkeye Tri-County/Cresco, Heartland Power/Thompson &amp; St. Ansgar</a>	<a href="#">Evergreen Renewable Energy Program</a>	hydro, wind, landfill gas, biogas	1998	3.0¢/kWh	3.00¢/kWh			
172	MA	<a href="#">Concord Municipal Light Plant (CMLP)</a>	<a href="#">Green Power</a>	hydro	2004	3.0¢/kWh	3.00¢/kWh			
173	MI	<a href="#">Lansing Board of Water and Light</a>	<a href="#">GreenWise Electric Power</a>	landfill gas, small hydro	2001	3.0¢/kWh	3.00¢/kWh			
174	NE	<a href="#">Omaha Public Power District</a>	<a href="#">Green Power Program</a>	landfill gas, wind	2002	3.0¢/kWh	3.00¢/kWh			
175	NM	<a href="#">Xcel Energy</a>	<a href="#">WindSource</a>	wind	1999	3.0¢/kWh	3.00¢/kWh			
176	SC	<a href="#">Santee Cooper: Aiken Electric Cooperative, Berkeley Electric Cooperative, Blue Ridge Electric, Coastal Electric Cooperative, Edisto Electric Cooperative, Fairfield Electric Cooperative, Horry Electric Cooperative, Laurens Electric Cooperative, Lynches River Electric Cooperative, San Antonio</a>	<a href="#">Green Power Program</a>	landfill gas	2001	3.0¢/kWh	3.00¢/kWh			
177	TX	<a href="#">CPS Energy (San Antonio)</a>	<a href="#">Windtricity</a>	wind	2000	3.0¢/kWh	3.00¢/kWh			
178	WA	<a href="#">Grays Harbor PUD</a>	<a href="#">Green Power</a>	wind	2002	3.0¢/kWh	3.00¢/kWh			
179	NM	<a href="#">El Paso Electric</a>	<a href="#">Renewable Energy Tariff</a>	wind	2003	3.19¢/kWh	3.19¢/kWh			
180	VT	<a href="#">Green Mountain Power</a>	<a href="#">Greener GMP</a>	various renewables	2006	3.00¢/kWh	3.21¢/kWh			
181	NC	<a href="#">Dominion North Carolina Power</a>	<a href="#">NC GreenPower</a>	biomass, hydro, landfill gas	2003	2.5¢/kWh-4.0¢/kWh	3.25¢/kWh			
182	NC	<a href="#">Duke Energy</a>	<a href="#">NC GreenPower</a>	biomass, hydro, landfill gas	2003	2.5¢/kWh-4.0¢/kWh	3.25¢/kWh			
183	NC	<a href="#">ElectriCities: City of Albemarle, Town of Apex, City of Concord, Town of Cornelius, Fayetteville PWC, Town of Granite Falls, Greenville Utilities, City of High Point, Town of Huntersville, City of Kinston, City of Laurinburg, City of Lexington, City of Mo</a>	<a href="#">NC GreenPower</a>	biomass, hydro, landfill gas, PV, wind	2003	2.5¢/kWh-4.0¢/kWh	3.25¢/kWh			
184	NC	<a href="#">NC Electric Cooperatives (22 of 27 coops offer program): Albemarle Electric Membership Corp., Blue Ridge Electric Membership Corp., Brunswick Electric Membership Corp., Carteret Craven Electric Coop., Central Electric Membership Corp., Edgecombe-Martin Co</a>	<a href="#">NC GreenPower</a>	biomass, hydro, landfill gas, PV, wind	2003	2.5¢/kWh-4.0¢/kWh	3.25¢/kWh			
185	NC	<a href="#">Progress Energy / CP&amp;L</a>	<a href="#">NC GreenPower</a>	biomass, hydro, landfill gas	2003	2.5¢/kWh-4.0¢/kWh	3.25¢/kWh			
186	WA	<a href="#">Orcas Power &amp; Light</a>	<a href="#">Go Green</a>	wind, hydro	1999	3.5¢/kWh	3.50¢/kWh			
187	WY	<a href="#">Cheyenne Light, Fuel and Power Company/Bonneville Environmental Foundation</a>	<a href="#">Renewable Premium Program</a>	99% new wind, 1% solar	2006	3.5¢/kWh	3.50¢/kWh			
188	MI	<a href="#">Upper Peninsula Power Company</a>	<a href="#">NatureWise</a>	wind, landfill gas and animal waste methane	2004	4.0¢/kWh	4.00¢/kWh			
189	SC	<a href="#">Duke Energy Carolinas</a>	<a href="#">Palmetto Clean Energy (PaCE)</a>	wind, solar, landfill gas	2008	4.0¢/kWh	4.00¢/kWh			
190	SC	<a href="#">Progress Energy Carolinas</a>	<a href="#">Palmetto Clean Energy (PaCE)</a>	wind, solar, landfill gas	2008	4.0¢/kWh	4.00¢/kWh			
191	SC	<a href="#">SCE&amp;G</a>	<a href="#">Palmetto Clean Energy (PaCE)</a>	wind, solar, landfill gas	2008	4.0¢/kWh	4.00¢/kWh			
192	VT	<a href="#">Central Vermont Public Service</a>	<a href="#">CVPS Cow Power</a>	biogas	2004	4.0¢/kWh	4.00¢/kWh			
193	AL	<a href="#">Alabama Power Company</a>	<a href="#">Renewable Energy Rate</a>	biomass co-firing (wood)	2003/2000	4.5¢/kWh	4.50¢/kWh			
194	GA	<a href="#">Georgia Power</a>	<a href="#">Green Energy</a>	landfill gas, solar	2006	4.5¢/kWh	4.50¢/kWh			
195	AR	<a href="#">Electric Cooperatives of Arkansas: (17 distribution coops) Arkansas Valley Electric Cooperative Corp., Ashley-Chicot Electric Cooperative, Inc., C&amp;L Electric Cooperative Corp., Carroll Electric Cooperative Corp., Clay County Electric Cooperative Corp., Cra</a>	<a href="#">ECA Green Power</a>	hydro	2008	5.0¢/kWh	5.00¢/kWh			
196	CA	<a href="#">Sacramento Municipal Utility District</a>	<a href="#">SolarShares</a>	PV	2007	5.0¢/kWh or \$30/month	5.00¢/kWh			
197	MO	<a href="#">City Utilities of Springfield</a>	<a href="#">WindCurrent</a>	wind	2000	5.0¢/kWh	5.00¢/kWh			
198	CO	<a href="#">Intermountain Rural Electric Association / Sterling Planet</a>	<a href="#">National Solar</a>	solar	2006	5.5¢/kWh	5.50¢/kWh			
199	MA	<a href="#">Shrewsbury Electric and Cable Operations</a>	<a href="#">SELCO GreenLight</a>	wind	2007	6.67¢/kWh	6.67¢/kWh			
200	AZ	<a href="#">Tucson Electric</a>	<a href="#">GreenWatts</a>	landfill gas, PV	2000	10¢/kWh	10.00¢/kWh			
201	AZ	<a href="#">UniSource Energy Services</a>	<a href="#">GreenWatts</a>	PV	2004	10¢/kWh	10.00¢/kWh			
202	FL	<a href="#">City of Tallahassee/Sterling Planet</a>	<a href="#">Green for You</a>	PV only	2002	11.6¢/kWh	11.60¢/kWh			
203	AK	<a href="#">Golden Valley Electric Association</a>	<a href="#">Sustainable Natural Alternative Power (SNAP)</a>	various local projects	2005	Contribution				
204	CA	<a href="#">Anaheim Public Utilities</a>	<a href="#">Sun Power for the Schools</a>	PV	2002	Contribution				
205	CO	<a href="#">Xcel Energy</a>	<a href="#">Renewable Energy Trust</a>	PV	1993	Contribution				
206	FL	<a href="#">Utilities Commission City of New Smyrna Beach</a>	<a href="#">Green Fund</a>	local PV projects	1999	Contribution				

	A	B	C	D	E	F	G	H	I	J
8	State	Utility Name	Program Name	Type	Start Date	Premium				
207	HI	<a href="#">Hawaiian Electric</a>	<a href="#">Sun Power for Schools</a>	PV in schools	1997	Contribution				
208	HI	<a href="#">Kauai Island Utility Cooperative</a>	<a href="#">Green Rate</a>	distributed renewable energy	TBD	TBD				
209	IL	<a href="#">City of St. Charles/ComEd and Community Energy, Inc.</a>	<a href="#">TBD</a>	wind, landfill gas	2003	Contribution				
210	IA	<a href="#">Farmers Electric Cooperative</a>	<a href="#">Green Power Project</a>	biodiesel, wind	2004	Contribution				
211	IA	<a href="#">Iowa Association of Municipal Utilities (84 of 137 munis offer program) Afton, Algona, Alta Vista, Aplington, Auburn, Bancroft, Bellevue, Bloomfield, Breda, Brooklyn, Buffalo, Burt, Callender, Carlisle, Cascade, Coggon, Coon Rapids, Corning, Corwith, Dary</a>	<a href="#">Green City Energy</a>	wind, biomass, PV	2003	Varies by utility				
212	IA	<a href="#">MidAmerican Energy</a>	<a href="#">Renewable Advantage</a>	wind	2004	Contribution				
213	IA	<a href="#">Muscatine Power and Water</a>	<a href="#">Solar Muscatine</a>	PV	2004	Contribution				
214	IA	<a href="#">Waverly Light &amp; Power</a>	<a href="#">Green Power Choice</a>	wind	2003	Contribution				
215	MN	<a href="#">Austin Utilities, Owatonna Public Utilities, Rochester Public Utilities</a>	<a href="#">SolarChoice</a>	local PV systems	2006	Contribution				
216	NV	<a href="#">Sierra Pacific Resources: Nevada Power</a>	<a href="#">Desert Research Institute's GreenPower Program</a>	PV on schools	Unknown	Contribution				
217	NV	<a href="#">Sierra Pacific Resources: Sierra Pacific Power</a>	<a href="#">Desert Research Institute's GreenPower Program</a>	PV on school	unknown	Contribution				
218	OR	<a href="#">PacifiCorp: Pacific Power</a>	<a href="#">Blue Sky QS (Commercial Only)</a>	wind	2004	Sliding scale depending				
219	TX	<a href="#">College Station Utilities</a>	<a href="#">Wind Watts (10%/50%/100%)</a>	new wind	2009	TBD				
220	VT	<a href="#">Green Mountain Power</a>	<a href="#">CoolHome / CoolBusiness</a>	wind, biomass	2002	Contribution				
221	WA	<a href="#">Benton County Public Utility District</a>	<a href="#">Green Power Program</a>	landfill gas, wind, hydro	1999	Contribution				
222	WA	<a href="#">Chelan County PUD</a>	<a href="#">Sustainable Natural Alternative Power (SNAP)</a>	PV, wind, micro hydro	2001	Contribution				
223	WA	<a href="#">Seattle City Light</a>	<a href="#">Seattle Green Power</a>	PV, biogas	2002	Contribution				
224	WI	<a href="#">Wisconsin Public Service</a>	<a href="#">Solar Wise for Schools</a>	PV in schools	1996	Contribution				
225	<b>Source:</b> National Renewable Energy Laboratory, Golden, Colorado.									
226										
227	<b>Notes:</b> Utility green pricing programs may only be available to customers located in the utility's service territory.									
228										
229	Not finding the program you were looking for? Please refer to our other tables in Information Resources or go directly to Buying Green Power page.									
230										
231										
232										
233										
234										

**Exhibit B**

**A/R OFFSET SETTLEMENT AGREEMENT**

**SETTLEMENT AGREEMENT IN RULEMAKING R.03-10-003**  
**(PHASE 3 – COMMUNITY CHOICE AGGREGATION BOND PROCEEDING)**  
**RELATING TO THE OFFSET OF THE GROSS CCA BOND AMOUNT FOR**  
**ESTIMATED CCA ACCOUNTS RECEIVABLE**

This Settlement Agreement in Phase 3 of the Community Choice Aggregation (CCA Service) rulemaking proceeding (R.03-10-003) (Agreement or Settlement Agreement) is entered into by the undersigned Parties hereto, with reference to the following:

**A. Parties**

The Parties to this Settlement Agreement are the San Joaquin Valley Power Authority (SJVPA); the City of Victorville; The Utility Reform Network (TURN); Southern California Edison Company (SCE); and Pacific Gas and Electric Company (PG&E) (collectively referred to herein as Parties or Settling Parties or individually as Party).

SJVPA is a California joint powers agency formed under the provisions of California Government Code Section 6500, *et seq.*, and was established in order to implement a CCA Service program.

The City of Victorville is a city in SCE's service area.

TURN is an independent, non-profit consumer advocacy organization that represents the interests of residential and small commercial utility customers.

SCE and PG&E are investor-owned public utilities and are subject to the jurisdiction of the California Public Utilities Commission (Commission or CPUC) with respect to providing electric service to their CPUC-jurisdictional retail customers.

**B. Recitals**

The Commission opened this rulemaking on October 2, 2003 to implement certain provisions of Assembly Bill (AB) 117, which among other things authorized cities and counties to aggregate the electrical loads of customers within their jurisdictions and serve that load on an opt out basis as Community Choice Aggregators (CCAs.) On December 21, 2004, the Commission issued an Order Resolving Phase 1 Issues on Pricing and Costs Attributable to Community Choice Aggregators and Related Matters; on December 16, 2005, the Commission issued a Decision Resolving Phase 2 Issues on Implementation of Community Choice Aggregation Program and Related Matters.

SJVPA submitted the first version of its CCA Service implementation plan to the Commission on January 29, 2007. As part of its registration, SJVPA was required to post a bond pursuant to Section 394.25(e). In Resolution E-4133, issued on December 24, 2007, the Commission adopted an interim bond amount for SJVPA of \$100,000. PG&E applied for rehearing of Resolution E-4133, which the Commission denied in D.08-03-023. In setting this interim bond amount, the Commission stated that it would consider the bond requirements applicable to all CCAs in a formal Commission proceeding. Included in this consideration would be whether or not it was necessary to adjust SJVPA's interim bond.

On May 27, 2008, Administrative Law Judge (ALJ) Yip-Kikugawa issued a *Ruling Setting Forth Bond Requirement Phase of the Proceeding* (May 27 Ruling). Opening and reply comments pursuant to the May 27 Ruling were filed on July 14, 2008 and July 28, 2008, respectively, by the Settling Parties and others. SCE and PG&E in their reply comments requested evidentiary hearings.

On August 29, 2008, ALJ Yip-Kikugawa issued a ruling setting a prehearing conference for September 17, 2008, and held a prehearing conference as scheduled.

On October 8, 2008, ALJ Yip-Kikugawa and Assigned Commissioner Peevey issued a Ruling and Amended Scoping Memo (the Scoping Memo), which established a separate third phase of this rulemaking to address the requirements of Section 394.25(e) for CCAs, and determined the following issues should be addressed in the third phase:

1. Identification of the costs to be included in the re-entry fee to ensure there is no cost-shifting.
2. Determination of the methodology to calculate a CCA's overall bond requirement.
3. Identification and evaluation of alternatives to a bond to indemnify bundled customers from potential costs associated with return of CCA customers to utility bundled service as a result of a CCA's failure.
4. Assessment of the ability of CCAs to obtain a bond or insurance to meet their bond requirement.

The Scoping Memo adopted a procedural schedule, including a workshop to be held on November 17 and 18, 2008. Responses to the Scoping Memo were filed on November 18, 2008.

The Commission held the workshop on November 17 and 18, 2008, which was facilitated by ALJ Yip-Kikugawa. At the conclusion of the workshop, parties agreed to meet subsequently to present and address questions on their proposed bond calculation methods, and to begin settlement discussions.



On December 18, 2008 and January 15, 2009, parties and the Energy Division met at the Commission to continue the workshop discussions. The parties agreed to reconvene (without Energy Division participation) to begin settlement discussions.

Continuing settlement discussions occurred among the Settling Parties, SDG&E, the City and County of San Francisco (CCSF) and the County of Marin beginning on January 29, 2009.

On May 12, 2009, the Settling Parties noticed a settlement conference pursuant to Rule 12.1 of the Commission's Rules of Practice and Procedure. The Settling Parties convened the settlement conference on May 27, 2009. Participants in the settlement conference were the Settling Parties, SDG&E and CCSF.

The Settling Parties have evaluated the various proposals in this third phase of R.03-10-003, desire to establish an offset to the gross bond amount required to be posted under Public Utilities Code Section 394.25(e), and have reached agreement as indicated and described in Section C of this Agreement.

#### **C. Agreement**

As referenced in Section C.10 of the CCA Bond/Re-entry Fee Settlement Agreement,<sup>1</sup> submitted to the Commission for approval concurrently with this Agreement, and in consideration of the mutual obligations, covenants and conditions contained herein, the Settling Parties agree to the terms of this Agreement. This Agreement applies only to the offset for estimated CCA Accounts Receivable to be

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<sup>1</sup> Section C.10 of the CCA Bond/Re-entry Fee Settlement Agreement provides: "Options may be available to CCAs for offsets to the gross bond amount required to be posted under this settlement pursuant to Public Utilities Code Section 394.25(e) and Commission CCA-related decisions. PG&E, SCE, TURN, Victorville and SJVPA have agreed to a separate settlement agreement relating to the offset for CCA Accounts Receivable which will be submitted to the Commission for approval."

applied to the gross CCA bond amount required under the CCA Bond/Re-entry Fee Settlement Agreement. Final approval of this Agreement is subject to the express condition precedent described in Section C.13 of the CCA Bond/Re-entry Fee Settlement Agreement.<sup>2</sup> The Settling Parties, by signing this Agreement, acknowledge that they pledge support for Commission approval and subsequent implementation of all the provisions of this Agreement. The Settling Parties agree to perform diligently and in good faith all actions required or implied hereunder, including the execution of any other documents required to effectuate the terms of this Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Agreement by the Commission. No Settling Party will contest in this proceeding or in any other forum, or in any manner before this Commission, the recommendations contained in this Agreement. It is understood by the Settling Parties that time is of the essence in obtaining the Commission's approval of this Agreement and that each will extend its best efforts to ensure its adoption.

# **1. First Priority Security Interest in CCA Accounts Receivable; Notice Requirements**

Upon satisfaction of the following condition, the amount required to be posted by a CCA pursuant to Public Utilities Code Section 394.25(e) to cover potential re-entry fees for an involuntary return of CCA customers to an investor-owned utility's ("IOU's") electric procurement service shall be reduced by an amount ("CCA Accounts Receivable Amount") equal to the amount of CCA customer accounts receivable by such CCA and

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<sup>2</sup> Specifically, Section C.13 of the CCA Bond/Re-entry Fee Settlement Agreement provides in part: "...The Commission's conclusive determination of which group(s) of customers shall be responsible for any re-entry fees not satisfied by the CCA shall be considered a condition precedent to final approval of this Settlement...."

customer payments actually received by the IOU but not yet remitted to the CCA under Section Q.1 of Rule 23 (the “CCA Accounts Receivable”). Prior to providing electric services and prior to the implementation of any Customer Notifications as identified in Section H of Rule 23, the CCA shall grant to the IOU a first priority security interest under Division 9 of the California Uniform Commercial Code in the CCA Accounts Receivable in a form reasonably acceptable to the IOU to secure payment of re-entry fees in an amount equivalent to the CCA Accounts Receivable Amount. This first priority security interest shall be senior to all other liens, claims or encumbrances on the CCA Accounts Receivable. The IOU shall file appropriate documents in order to perfect and provide notice of its first priority security interest, and the CCA shall provide written notice of the IOU’s first priority security interest in the CCA Accounts Receivable Amount to all of the CCA’s secured creditors with liens, claims or encumbrances on the CCA Accounts Receivable.

If the above condition is not satisfied for a CCA program, then the amount required to be posted by the CCA pursuant to Public Utilities Code Section 394.25(e) to cover potential re-entry fees for an involuntary return of CCA customers to an IOU’s electric procurement service shall not be offset by any CCA Accounts Receivable Amount for that CCA program.

## **2. Calculation of Estimated CCA Accounts Receivable Amount.**

The following calculation shall be used in determining the CCA Accounts Receivable Amount calculated along a timeline concurrent with the calculation of the CCA bond:<sup>3</sup>

CCA Accounts Receivable Amount = actual kWhs of sales under the CCA's program for the previous 6-month period associated with the semi-annual adjustment periods described in Section 1 of the Settlement Principles \* the CCA's current system-average rate per kWh \* a fraction represented by 6 weeks as the numerator and 26 weeks as the denominator.<sup>4</sup>

To calculate the applicable CCA Accounts Receivable Amount as an offset to the gross bond amount for the January-June period, immediately prior January-June period actual sales will be used; and for the July-December period, immediately prior July-December period actual sales will be used. (Please see Exhibit 1, Example 1 for an illustration of this calculation.) If the CCA program or phase has no actual kWh sales yet, then an estimate of the applicable semi-annual kWhs of sales under the CCA program or phase (as applicable) will be used in lieu of actual kWhs of sales in calculating the CCA Accounts Receivable Amount until actual kWh sales data for the applicable six-month period are available. If the CCA and the IOU have agreed on a load forecast, then such load forecast will be used for the estimate. If the CCA and the IOU have not agreed on a load forecast, then the load estimates in the CCA's Implementation Plan filed with the Commission and the default opt-out assumptions in Section A.2 of

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<sup>3</sup> See Section C.1 of the CCA Bond/Re-entry Fee Settlement Agreement, which provides that a CCA's bond shall be calculated twice annually, in early November and in early May, and also when a CCA program or phase starts in Month M+2, where M is not May or November.

<sup>4</sup> 6 weeks is used as the numerator in the fraction because this is the time period over which the IOU could reasonably expect to collect the CCA Accounts Receivable amount after the occurrence of an involuntary return of CCA customers to the IOU's procurement service.

Rule 23 will be used. If the actual collection curve for the CCA Accounts Receivable Amount changes by more than one week from the 6 weeks used in the calculation, the IOU or the CCA may request a change in the collection curve number to reflect the change from the 6 weeks used in the calculation.

### **3. Involuntary return of CCA customers to IOU service.**

Upon involuntary return of CCA customers to an IOU's procurement service, the IOU shall withhold from remittance to the CCA that portion of the CCA Accounts Receivable subject to the IOU's first priority security interest that is necessary to offset the re-entry fees owed by the CCA to the IOU as a result of the involuntary return, as calculated pursuant to Section C.13 of the CCA Bond/Re-entry Fee Settlement Agreement.

### **4. Adjustment of CCA Bond Amount to Reflect Changes in CCA Accounts Receivable Amount**

If the first priority security interest granted to the IOUs by the CCA under Section C.1 above expires, terminates, or is enjoined from being enforceable by a court of law, or if the CCA Accounts Receivable Amount is reduced pursuant to the calculations described in Section C.2 above, the amount required to be posted by the CCA pursuant to Public Utilities Code Section 394.25(e) and applicable Commission decisions to cover the CCA's potential re-entry fees for an involuntary return of CCA customers to the IOUs' electric procurement service shall be timely adjusted to omit any offset based on the expired, terminated, enjoined or reduced CCA Accounts Receivable Amount, such that there is never any shortfall in the CCA's posted bond amount. A failure by the CCA

to satisfy the requirement for the adjusted CCA bond amount shall be grounds to seek an order from the Commission to terminate CCA Service under the CCA tariffs of the IOU, as described in Section C.14 of the CCA Bond/Re-entry Fee Settlement Agreement.

**5. Termination of Security Interest in CCA Accounts Receivable.**

If the CCA elects to terminate its use of the above-described CCA Accounts Receivable offset option, in whole or in part, the CCA must provide the IOU with a minimum of 30 days advance written notice. Termination of the CCA Accounts Receivable security interest granted to the IOU will not be deemed effective unless and until the CCA replaces the CCA Accounts Receivable Amount with a bond or other financial guaranty in an amount that meets the CCA bond posting requirements.

**6. Advice Filings Implementing the CCA Accounts Receivable Offset Settlement Agreement**

Upon the Commission's approval of this settlement, the IOUs shall within 60 days of such approval file advice letters to modify their CCA tariffs to incorporate the terms of this Agreement. The Parties agree that they will make good faith, timely efforts to reach agreement on the content of any such advice letters before they are presented to the CPUC for approval.

**7. Exhibit to the CCA Accounts Receivable Offset Settlement Agreement**

Two sample calculations of the CCA Accounts Receivable Amount are set forth in Exhibit 1 of this Agreement. These sample calculations are illustrative only.

**D. Implementation of Agreement**

It is the intent of the Settling Parties that the Commission adopt this Agreement in its entirety and without modification.

**E. Incorporation of Complete Agreement**

This Agreement is to be treated as a complete package and not as a collection of separate agreements on discrete issues. To accommodate the interests related to various issues, the Parties acknowledge that changes, concessions or compromises by a Party or Parties in one section of this Agreement resulted in changes, concessions or compromises by a Party or Parties in other sections. Consequently, the Parties agree to oppose any modification of this Agreement not agreed to by all Parties. Any Settling Party may withdraw from this Settlement Agreement if the Commission modifies it. The Settling Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed to by the Settling Parties.

**F. Regulatory Approval**

The Parties shall use their best efforts to obtain Commission approval of this Agreement. The Parties shall jointly request that the Commission:

- a. Suspend the procedural schedule in this proceeding and permit the Parties to brief the Commission on which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees, following the schedule set forth in Rule 12.2 for comments and reply comments on settlements.
- b. Adopt this Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest;

- c. Conclusively determine, based on the Settling Parties' comments and reply comments on the Settlement Agreements and the entire record in this proceeding, which group(s) of customers should be responsible for any unrecovered re-entry fees to the extent the CCA is unable to fully satisfy its obligation to pay the full amount of the re-entry fees; and
- d. Order the IOUs to file advice letters within 60 days of the issuance of the Commission's decision approving the Settlement Agreements to modify their CCA tariffs in compliance with that decision.

**G. Compromise of Disputed Claims**

This Agreement represents a compromise of disputed claims between the Parties. The Parties have reached this Agreement after taking into account the possibility that each Party may or may not prevail on any given issue. The Parties assert that this Agreement is reasonable, consistent with law and in the public interest.

**H. Non Precedential**

Consistent with Rule 12.5 of the Commission's Rules of Practice and Procedure, this Agreement is not precedential in any other proceeding before this Commission, except as provided in this Agreement or unless the Commission expressly provides otherwise.

**I. Previous Communications**

This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement, and supersedes all prior agreements, commitments, representation, and discussions between the Parties. In the event there is any conflict between the terms and scope of the Agreement and the terms and scope of the accompanying joint motion, this Agreement shall govern.



**J. Non Waiver**

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**K. Effect of Subject Headings**

Subject headings in this Agreement are inserted for convenience only, and shall not be construed as interpretations of the text.

**L. Governing Law**

This Agreement shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

**M. Number of Originals**

This Agreement is executed in counterparts, each of which shall be deemed an original. The undersigned represent that they are authorized to sign on behalf of the Party represented.

San Joaquin Valley Power Authority

By: 

Title: Regulatory Counsel

Date: June 18, 2009

City of Victorville

By: [Signature]

Title: Regulatory Counsel

Date: June 18, 2009

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: MP Florio

Title: Senior Attorney

Date: 6/19/09

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: Akhar Jazayeri

Title: VICE PRESIDENT

Date: 6/22/09

Pacific Gas and Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Utility Reform Network

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southern California Edison Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Gas and Electric Company

By: Thomas Z. Brown

Title: Senior Vice President

Date: 6/19/09

## **Exhibit 1: Sample Calculations of Estimated CCA Accounts Receivable Amount**

### **Example 1:**

For an advice letter that PG&E would make on November 10, 2010 for an SJVPA CCA bond to be posted no later than December 31, 2010, the following data would be used to determine the offset:

1. Assuming no additional Phase/s have been implemented since December 2009, PG&E would use the actual SJVPA sales data for January 2010 to June 2010 period.
2. In case additional Phase/s have been implemented since December 2009, actual sales data as above plus a forecast of January 2011 to June 2011 sales due to additional load acquisition by SJVPA would be used.

### **Example 2:**

For an advice letter that PG&E would make on May 10, 2011 for an SJVPA CCA bond to be posted no later than June 30, 2011, the following data would be used to determine the offset:

1. Assuming no additional Phase/s have been implemented since June 2010, PG&E would use the SJVPA sales data for July 2010 to December 2010 period.
2. In case additional Phase/s have been implemented since June 2010, actual sales data as above plus a forecast of July 2011 to December 2011 sales due to additional load acquisition by SJVPA would be used.

Based on the following estimates of the full potential SJVPA CCA load, and an SJVPA bundled generation rate of \$82.75, the offset credit estimates are as follows:

1. January-June period: \$16.8 MM; calculated as a sales estimate of 882,192 MWh \*82.75\*6/26
2. July-December period: \$21.2 MM; calculated as a sales estimate of 1,110,708 MWh \*82.75\*6/26

These sales estimates are not official and are meant only for illustrative purposes.

**CERTIFICATE OF SERVICE**

I hereby certify that, pursuant to the Commission's Rules of Practice and Procedure, I have this day served a true copy of **JOINT MOTION OF CITY OF VICTORVILLE, PACIFIC GAS AND ELECTRIC COMPANY (U 39-E), SAN DIEGO GAS & ELECTRIC COMPANY (U 902-E), SAN JOAQUIN VALLEY POWER AUTHORITY, SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E), AND THE UTILITY REFORM NETWORK FOR ADOPTION OF SETTLEMENT AGREEMENTS; SETTLEMENT AGREEMENTS ATTACHED** on all parties identified on the attached service list(s).

Transmitting the copies via e-mail to all parties who have provided an e-mail address.  
First class mail will be used if electronic service cannot be effectuated.

Executed this **24th day of June 2009**, at Rosemead, California.

/s/ Christina A. Sanchez

Christina A. Sanchez  
Project Analyst



California Public  
Utilities Commission

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