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

Application of Southern California Edison
Company (U 338-E) for Approval of its 2013
Rate Design Window Proposals.

Application A.13-12-015
(Filed December 24, 2013)

**JOINT MOTION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E), THE
OFFICE OF RATEPAYER ADVOCATES, THE SOLAR ENERGY INDUSTRIES
ASSOCIATION, AND THE NATURAL RESOURCES DEFENSE COUNCIL FOR
APPROVAL OF SETTLEMENT AGREEMENT**

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I.

INTRODUCTION

Pursuant to Rule 12.1 *et seq.* of the California Public Utilities Commission’s (Commission’s) Rules of Practice and Procedure (Rules), four parties—Southern California Edison Company (SCE), the Office of Ratepayer Advocates (ORA), the Natural Resources Defense Council, and the Solar Energy Industries Association (referred to hereinafter collectively as Settling Parties or individually as Party)—jointly request that the Commission find reasonable and adopt the “Settlement Agreement Resolving Southern California Edison Company’s 2013 Rate Design Window Application” (Settlement Agreement), which is appended to this motion as Attachment A. The only other parties to the proceeding—The Utility Reform Network (TURN) and the California Solar Energy Industries Association (CALSEIA)—have authorized the Settling Parties to represent to the Commission that while they are not signatories to the Settlement Agreement, they do not intend to file comments opposing it.

The Settlement Agreement seeks to resolve all issues related to SCE's Rate R (formerly known as "Option R"), which is an optional commercial and industrial rate for customers with demands between 20 kW and 4 MW who have renewable distributed generation technologies, and whose systems have a net capacity that is 15 percent or greater than the customers' annual peak demand. Rate R is structured so that SCE recovers all generation-related capacity costs, and a portion of distribution and transmission-related capacity costs, through volumetric energy charges. The Settlement Agreement also resolves all issues regarding its proposed optional electric vehicle (EV) and residential rates. Upon Commission approval of the Settlement Agreement, expected to issue by the end of 2014, SCE will file a Tier 1 Advice Letter adjusting its tariffs to reflect the terms of the Settlement Agreement.

Section I of this motion provides the procedural background related to this proceeding and to the residential rate design order instituting rulemaking (RROIR, or R.12-06-013), which was initiated in June 2012.¹ Section II describes in general the positions advocated by parties in this rate design window (RDW) proceeding and summarizes the terms of the Settlement Agreement. Section III demonstrates that the Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest pursuant to Rule 12.1(d), and that it should be adopted without modification. Section IV discusses the procedural requests of the Settling Parties related to expeditious resolution of this motion given competing deadlines in other rate design proceedings and the desire to obtain expeditious relief consistent with the schedule reflected in the Rate Case Plan.²

¹ The full name of the ongoing RROIR is *Order Instituting Rulemaking On The Commission's Own Motion to Conduct A Comprehensive Examination Of Investor-Owned Electric Utilities' Residential Rate Structures, the Transition to Time-Varying and Dynamic Rates, and Other Statutory Obligations*.

² In D.07-07-004, the California Public Utilities Commission adopted a modified Rate Case Plan (RCP), which includes the procedure for SCE and other investor-owned utilities to request rate design changes in years other than those covered by the rate design portions of their General Rate Cases (GRCs). Under the RCP, RDW applications are to be resolved within six months' time.

II.

PROCEDURAL AND REGULATORY BACKGROUND

Paragraph 3 (“Recitals”) of the Settlement Agreement provides the relevant procedural background, and it is summarized again here for convenience, together with relevant procedural history of the RROIR because that pending proceeding addresses residential rate design changes across all three investor-owned utilities (IOUs).

A. Rate Design Window Proceeding

The Commission adopted the first vintage of Rate R rates in Decision (D.) 09-08-028, which approved a settlement resolving SCE’s 2009 General Rate Case (GRC) Phase 2 proceeding, and the rate was subject to a cap of a maximum of the cumulative installed distributed generation output capacity of 150 MW. In SCE’s 2012 GRC Phase 2, the Commission adopted a settlement between SCE, SEIA and others,³ in which an update to the rate design of Rate R was approved, and the 150 MW cap was retained.⁴ However, the 2012 GRC Phase 2 settling parties agreed that once the cap had been reached, SCE would offer a maximum of 50 MW of a “Special Solar Allowance” Rate A (another rate that recovers generation capacity costs through energy charges) to a subset of Schedule TOU-8 customers who would otherwise be eligible for Rate R.

The settlement approved in SCE’s 2012 GRC Phase 2 obligated SCE to file recommendations about the Rate R rate design and cap in its 2013 RDW Application following

³ The parties to the Medium and Large Commercial Customer Rate Design Settlement Agreement of SCE’s 2012 GRC Phase 2 were as follows: SCE, SEIA, the Federal Executive Agencies, the California Manufacturers and Technology Association, the California Large Energy Consumers Association, Energy Users Forum, the County of Los Angeles, and the Energy Producers and Users Coalition.

⁴ See D.13-03-031, Attachment D, p. 22.

issuance of a net energy metering (NEM) report.⁵ Specifically, and germane to the RDW Application, the 2012 GRC Phase 2 settlement parties agreed as follows:

SCE will assess the cost-effectiveness of Option R after the Commission has completed the cost-effectiveness study described in D.12-05-036, Ordering Paragraph 5. SCE will use the results of the Commission's study, along with any additional information from other cost-effectiveness studies, including the study that SCE performed in this proceeding, to determine whether and how Option R rates should be modified or expanded. SCE will file these recommendations as part of a Rate Design Window (RDW) application in December 2013.⁶

A separate Commission decision ordered SCE to file additional EV-related rate design proposals in its 2013 RDW Application. Specifically, in a decision from Phase 2 of the 2009 Alternative Fuel Vehicle Order Instituting Rulemaking (AFV OIR), D.11-07-029, the Commission ordered California's investor-owned utilities to study a number of factors relevant to EV ratemaking, and to propose modifications to their EV tariffs based on an analysis of load data and customer behavior under existing tariffs.⁷

On December 24, 2013, SCE filed its RDW Application, and served prepared direct testimony in support thereof, for approval of its 2013 RDW proposals. In that 2013 RDW Application, SCE proposed an updated rate design for Rate R customers in compliance with D.13-03-031, and also proposed to maintain the 150 MW program cap, which had been fully subscribed at the time the Application was filed. SCE also proposed modifications to its commercial and residential EV rates in compliance with D.11-07-029. Although not a compliance mandate, SCE also proposed that its non-tiered time-of-use (TOU) rate for EV

⁵ *Id*

⁶ D.13-03-031, Attachment D, p. 22. The Commission's cost-effectiveness study—referenced in the block quote above—was prepared by the Commission's Energy Division (under contract with Energy and Environmental Economics, Inc. (E3)), and was issued on October 28, 2013.

⁷ D.11-07-029, Ordering Paragraph (OP) #3.

customers be available to all eligible residential customers regardless of whether they charge EVs.

The NRDC filed a response to SCE's 2013 RDW Application, largely supportive of SCE's proposed residential TOU rates. TURN, CALSEIA, SEIA and ORA filed protests to the Application on various procedural and substantive grounds. SCE filed a reply to all protests on February 6, 2014.

The Assigned Administrative Law Judge held a prehearing conference for SCE's 2013 RDW Application on February 20, 2014. Thereafter, on April 10, 2014, the Assigned Commissioner issued a Scoping Memo setting forth the scope and schedule of the proceeding. The scope of the proceeding included, *inter alia*, SCE's proposal "to make its proposed time of use (TOU) schedule TOU-D available to all residential customers regardless of whether they own an EV."⁸

CALSEIA, SEIA, and ORA served prepared direct testimony on June 30, 2014. SCE and the NRDC served rebuttal testimony on July 30, 2014.

Informal settlement negotiations between SCE and some of the active parties to the RDW proceeding began on July 30, 2014. On August 6, 2014, SCE provided notice to all parties to the RDW proceeding of its intent to formally hold a settlement conference. That settlement conference, scheduled pursuant to Article 12 of the Commission's Rules of Practice and Procedure, was held telephonically on August 13, 2014.

B. The Residential Rate Design Order Instituting Rulemaking Proceeding

On June 28, 2012, the Commission issued the RROIR to, among other things, "examine current residential electric rate design, including the tier structure in effect for residential

⁸ *Scoping Memo and Ruling of Assigned Commissioner* (Scoping Memo), A.13-12-015, April 10, 2014, p. 3.

customers, the state of time variant and dynamic pricing, potential pathways from tiers to time variant and dynamic pricing, and preferable residential rate design to be implemented when statutory restrictions are lifted.”⁹

In October 2013, over one year after the Rulemaking was opened, the California Legislature passed Assembly Bill (AB) 327, which was supported by the state’s IOUs, ORA, TURN, AARP, and the Greenlining Institute. AB 327 lifted many of the statutory restrictions that had applied to residential rates for usage up to 130% of baseline under AB 1X beginning in February 2001, and by SB 695, which became effective in January 2010.

Following the passage of AB 327, the Assigned Commissioner of the RROIR split the proceeding into two phases—Phase 2 was to address “interim” rate change proposals for summer 2014 that were consistent with the Commission’s authority under AB 327, and Phase 1 was to address longer-term residential rate reform issues outlined in more detail below.¹⁰ Phase 2 was resolved upon Commission approval of three settlement agreements by the IOUs regarding interim rates that are now in effect.¹¹ Phase 1, categorized as “ratesetting,” is still open. With respect to procedure, the IOUs timely filed Phase 1 rate change proposals in late February 2014 in response to a February 13, 2014 Assigned Commissioner’s Ruling ordering them to do so, and the IOUs have filed responses to questions posed by the Assigned Commissioner. They have also had the opportunity to serve supplemental additional testimony. Intervenor testimony is due September 15, 2014, and rebuttal testimony is due October 8, 2014, with evidentiary hearings scheduled for three weeks in November. A proposed decision (PD) is scheduled to be issued by March 2015.¹²

⁹ R.12-06-013, p. 2.

¹⁰ See *Assigned Commissioner’s Ruling Inviting Utilities To Submit Interim Rate Change Applications*, issued in R.12-06-013 on October 25, 2013.

¹¹ See D.14-06-029.

¹² See *Third Amended Scoping Memo and Ruling of Assigned Commissioner* (Third Amended Scoping Memo), issued in R.12-06-013 on April 15, 2014. Some dates in the Third Amended Scoping memo
Continued on the next page

With respect to the scope of Phase 1, the Assigned Commissioner requested that the IOUs' Phase 1 rate change proposals include responses to questions about a variety of rate design issues, including optional TOU rates.¹³ The Assigned Commissioner recognized that the IOUs may have proposed "optional residential tariffs" in "other proceedings."¹⁴ The Assigned Administrative Law Judges thus requested that the IOUs provide a Rate Element Inventory "to be used to identify and clarify which residential rate design issues will be addressed in this proceeding and which aspects would be addressed by the Commission separately,"¹⁵ and parties were given the opportunity to comment on the Rate Element Inventory. Then, on April 15, 2014—which was five days after the Scoping Memo was issued in this RDW proceeding—the Third Amended Scoping Memo in the RROIR then set the scope of Phase 1 and "provide[d] additional information for understanding what specific rate design elements will be evaluated in Phase 1[.]"¹⁶ The Third Amended Scoping Memo attached a refined Rate Design Element Inventory, which listed this RDW proceeding in Attachment B, page 3 as the proceeding in which the Commission would resolve the "Rate Element" that referred to SCE's proposed "Whole house EV rate. . . for all residential customers (TOU-D)."¹⁷

Continued from the previous page

were subsequently adjusted by the assigned administrative law judges, but the scheduled date for issuance of a PD did not change.

¹³ For example, the February 13, 2014 *Assigned Commissioner's Ruling Requiring Utilities To Submit Phase 1 Rate Change Proposals* required the IOUs to address, *inter alia*, whether and why optional TOU rates should be tiered, whether to expect revenue shortfall associated with higher cost upper tier customers migrating to the TOU rate and how that should be handled, and whether the optional TOU rates should remain revenue neutral to the default rate during and after the 2015-2018 transition period. See Appendix A, Question 8 of February 13, 2014 *Assigned Commissioner's Ruling Requiring Utilities To Submit Phase 1 Rate Change Proposals*. The same ruling asked the IOUs to address in their Phase 1 proposals specific questions about TOU rates (questions 25-30 of that ruling).

¹⁴ *Id.*, Appendix A, p. 2, Q. 9.

¹⁵ Joint Administrative Law Judges' Ruling Inviting Comments On Rate Element Inventory For Both Phase 1 In Phase 2, R.12-06-013, March 1, 2014, p. 1.

¹⁶ *Third Amended Scoping Memo And Ruling Of Assigned Commissioner*, p. 1.

¹⁷ *Id.*, Attachment B, p. 3.

In addition, the Third Amended Scoping Memo clarified that IOU-specific TOU periods would not be addressed in Phase 1 “[b]ecause each utility’s service territory includes different weather patterns and load shapes” and because “TOU periods will be different across the state.”¹⁸ It also specifically clarified that “[a]lthough this Third Amended Scoping Memo excludes the issue of changes in TOU periods from Phase 1 . . . it does not change the scope of other proceedings.”¹⁹ The Third Amended Scoping Memo then referred specifically to this RDW proceeding and indicated that “[f]urther argument regarding whether changes to TOU periods should be allowed while Phase 1 and 2 of this proceeding are still pending should be raised in the applicable proceeding.”²⁰

III.

SUMMARY OF POSITIONS AND SETTLEMENT

In accordance with the Assigned Administrative Law Judge’s e-ruling of August 8, 2014, Appendix A to the Settlement Agreement provides, in tabular form, a matrix showing SCE’s current tariff or policy on issues contested in this proceeding, together with SCE’s RDW proposals, other parties’ positions, and the settlement outcomes. For the sake of convenience, this section provides a summary of the same.²¹

A. Rate R

SCE’s Rate R proposal had two features. First, SCE proposed an update to the current Rate R rate design to account for an analysis of more than just TOU-GS-3 customers (which comprised the focus of the current Rate R rate design), and to include a Non-Coincident Peak

¹⁸ *Id.*, p. 4.

¹⁹ *Id.*

²⁰ *Id.*, p. 5.

²¹ Uncontested issues are not summarized in detail here. They include adoption of SCE’s commercial EV rate proposals, the calculation of the CARE discount for residential TOU customers, and the seasonal definition change to Schedule TOU-EV-1 (the separately metered residential rate).

Demand (NCPD) attribute in determining the Facilities-Related Demand (FRD) adjustment for Rate R. SCE's updated rate design sought to more accurately reflect rate class-level distribution revenue allocation. Second, largely as a result of the E3 Study's conclusions regarding NEM subsidies, SCE proposed to maintain the 150 MW cap on Rate R because the vast majority of Option R customers are NEM customers.

Two parties protested SCE's Rate R proposals—SEIA and CALSEIA. Only SEIA proposed a modification to SCE's proposed rate design changes; namely, it sought to remove SCE's proposed NCPD-based adjustment which would result in larger discounts for certain Rate R customers and smaller discounts for others. Both SEIA and CALSEIA sought removal of the 150 MW cap, citing claims that Rate R is a cost-based rate, concerns about the viability of solar investments in California without Rate R, and assertions that NEM-related impacts on Option R customers have no bearing on Rate R's cost-effectiveness.

The Settlement Agreement addresses these two contested issues as follows. First, the Settling Parties agreed to revise SCE's updated Rate R rate design to reflect a 50/50 compromise that averages SEIA's and SCE's distribution FRD adjustment values used to calculate the offset for distribution demand charges. Second, the Settling Parties agreed to raise the Rate R cap from the currently subscribed 150 MW to 400 MW, although the 400 MW is inclusive of any TOU-8 Rate A customers ("Special Solar Allowance" customers, defined in more detail in the Settlement Agreement) who switch to Rate R within six months of the implementation of the Settlement Agreement. Thus, rather than having a 150 MW Rate R cap, and a 50 MW Special Solar Allowance cap, the Settling Parties agreed to 400 MW total for Rate R, with the Special Solar Allowance closed to new customers six months after the implementation of the Settlement.

B. Residential TOU Rates

This section summarizes SCE's residential TOU rate proposals, opposition thereto, and how the issue was resolved in the Settlement Agreement.

1. Eligibility for Schedule TOU-D

SCE proposed that a new Schedule TOU-D be adopted to replace the current whole-house EV-specific rate schedule, Schedule TOU-D-TEV. NRDC supported SCE's proposal, but SEIA, ORA and TURN did not. Opposition to "open eligibility" centered on procedural and substantive concerns. Procedurally, ORA, TURN and SEIA advocated for Commission resolution of the issue of opt-in residential TOU rates of general applicability in either the RROIR or SCE's 2018 GRC Phase 2 instead of the RDW proceeding. ORA and SEIA supported limiting eligibility of Schedule TOU-D to customers who charge EVs. Substantively, Parties expressed concern about how a revenue deficiency from non-EV-charging customers moving from SCE's default residential rate (Schedule D) to Schedule TOU-D would impact non-participating customers. To mitigate these concerns, the Settling Parties agreed to adopt SCE's open eligibility proposal on only a limited basis, for 200,000 customers total, subject to revisiting under certain circumstances should the need arise.

2. Schedule TOU-D Rate Design

SCE proposed that Schedule TOU-D be comprised of two options, Rate A for lower-usage customers, and Rate B for higher-usage customers. Rate A would have a fixed charge mirroring that of Schedule D, and a baseline credit derived by multiplying the baseline quantity (in kWh) that the customer would have received had they been served that month on Schedule D by the difference (in cents) between the residential non-CARE (California Alternate Rates for Energy) average rate and the Tier 1 rate under Schedule D. Rate B would have no baseline credit and a \$16 fixed charge. NRDC agreed with SCE's proposed rate design for Schedule TOU-D. ORA opposed adoption of Rate B, arguing that the fixed charge should not exceed that of Schedule D because of the revenue deficiency concerns described in the previous section.

The Settling Parties resolved this issue by adopting SCE's rate design proposal for Rate B (subject to System Average Percentage Change, or SAPC, scaling), and by modifying the rate design for Rate A by setting the baseline credit differently than how SCE proposed. Specifically, the baseline credit will be established using customers' baseline zone allocations (in kWh) multiplied by a cent-per-kilowatt value established as the difference between (a) the volume-weighted average of the non-baseline (non-Tier 1) Energy Rate(s) of Schedule D, and (b) Tier 1 Energy Rates, subject to the further provision that the baseline credit shall be at least one cent less than the super-off-peak rate.

3. Time Periods For Optional TOU Residential Rates

SCE currently has two whole-house TOU schedules for residential customers—Schedule TOU-D-T (a two-tiered rate of general applicability) and Schedule TOU-D-TEV (for customers who charge EVs). Schedule TOU-D-T has an on-peak period of 12:00 PM to 6:00 PM on non-holiday weekdays. Schedule TOU-D-TEV's on-peak period is 10:00AM to 6:00 PM on non-holiday weekdays. SCE proposed in its RDW Application to close Schedule TOU-D-TEV—and, in its pending 2015 General Rate Case (GRC) Phase 2 Application, it proposed to also close Schedule TOU-D-T—upon Commission approval of Schedule TOU-D. It also proposed to set the on-peak period for Schedule TOU-D from 2:00PM to 8:00PM. NRDC agreed with SCE's proposal. ORA opposed a change to the TOU periods if Schedule TOU-D was open to all residential customers, but otherwise supported the proposed modification. SEIA opposed a change to the TOU periods even if only limited to EV customers.

The Settling Parties agreed to close Schedule TOU-TEV and migrate those customers to Rate A or B of Schedule TOU-D depending on an analysis of the customers' previous twelve months of usage. They also agreed to adopt SCE's proposed TOU periods for Schedule TOU-D, and to keep Schedule TOU-D-T open—with the

same time periods it currently has—until the date on which the tariffs implementing SCE’s 2018 GRC Phase 2 become effective. SCE also agreed to explore implementing design changes to Schedule TOU-D-T that would conform the tariff and bill presentment to proposals made in settlement by ORA (explained in more detail in the Settlement Agreement).

4. Revenue Deficiency From Optional Rates

SCE proposed to re-balance the Schedule TOU-D rate to be revenue neutral to Schedule D, and proposed that any revenue deficiency resulting from customers moving from the tiered residential rate to Schedule TOU-D would be captured in the Conservation Incentive Adjustment balancing account and be allocated to the entire residential class of customers. ORA argued that revenue deficiencies should be paid for exclusively by customers taking service on the optional rate. The Settling Parties agreed that, at least annually, SCE will re-balance the Schedule TOU-D to be revenue neutral to Schedule D, consistent with how this is done for optional non-residential rates pursuant to SCE’s 2012 GRC Phase 2. The Settling Parties’ agreement to initially cap enrollment on Schedule TOU-D to 200,000 customers also limited the extent of any revenue deficiency resulting from opening up eligibility for Schedule TOU-D.

5. Meter Charge For Schedule TOU-EV-1

SCE proposed a \$2.64 recurring monthly meter charge for customers taking service on SCE’s separately-metered EV rate schedule, Schedule TOU-EV-1. Both ORA and NRDC opposed the separate meter charge, and advocated that the meter charge be consistent with the customer charge of Schedule D. The Settling Parties agreed to adopt SCE’s proposal.

IV.

REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENT

The Settlement Agreement is submitted pursuant to Rule 12.1 *et seq.* of the Commission's Rules of Practice and Procedure. The Settlement Agreement is also 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.²² This policy supports many worthwhile goals, including reducing the expense of litigation, conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.²³ 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 change.

The Settlement Agreement complies with Commission guidelines and relevant precedent for settlements. The general criteria for Commission approval of settlements are stated in Rule 12.1(d) as follows:

The Commission will not approve stipulations or settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, consistent with law, and in the public interest.²⁴

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

A. The Settlement Agreement Is Reasonable In Light Of The Record

The record of this proceeding includes SCE's application and protests/responses thereto, and this motion (together with the attached Settlement Agreement). The Settling Parties request

²² See, e.g., D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d, 301, 326).

²³ D.92-12-019, 46 CPUC 2d 538, 553.

²⁴ See also, *Re San Diego Gas & Electric Company*, (D.90-08-068), 37 CPUC 2d 360: "[S]ettlements brought to this Commission for review are not simply the resolution of private disputes, such as those that may be taken to a civil court. The public interest and the interest of ratepayers must also be taken into account and the Commission's duty is to protect those interests."

the admission of testimony SCE served on December 24, 2013 (SCE-1);²⁵ SCE errata testimony served on June 2, 2014 (SCE-1A); intervenor testimony served on June 30, 2014 by ORA (ORA-1), SEIA (SEIA-1) and CALSEIA (CALSEIA-1); rebuttal testimony served on July 30, 2014 by SCE (SCE-2) and NRDC (NRDC-1); and errata to SCE rebuttal testimony, served on August 1, 2014 (SCE-2A). Together, the above documents provide the information necessary for the Commission to find the Settlement Agreement reasonable in light of the record.

The Settlement Agreement represents a reasonable compromise of the Settling Parties' positions. Specifically, with respect to Rate R rate design, the parties reached a compromise that adopts a rate design based on a cost study that uses a larger population of Rate R customers than the current rate design did, and that averaged the adjustment values proposed by SCE and SEIA to calculate the offset for the distribution demand charges. Appendix B to the Settlement Agreement, comparing current Rate R rates with illustrative settlement Rate R rates shows that the changes are sufficiently modest to provide bill stability to current Rate R customers. The proposed Rate R cap of 400 MW is a reasonable compromise between SCE's position (to maintain the fully subscribed cap "as is") and that of SEIA and CALSEIA's (to dispense with the cap entirely). By agreeing not to revisit the Rate R cap until SCE's 2018 GRC Phase 2, the Settling Parties simplify the scope of SCE's 2015 GRC Phase 2 (conserving resources and time for all affected parties). The Settling Parties also reached a compromise that they expect will provide certainty over a three-year horizon while rate design issues for solar customers continue to be evaluated in other proceedings (including the NEM rulemaking (R.14-07-002), to address issues pursuant to a schedule set forth in AB 327).

The Settlement Agreement's resolution of the residential TOU issues is also reasonable because it provides for the establishment of more cost-based optional TOU rates for all residential customers, regardless of whether they are high- or low-usage customers, subject to an

²⁵ All exhibit number references are preliminary and included for ease of identification only.

enrollment cap that mitigates concerns about revenue deficiencies. The agreement to keep Schedule TOU-D-T open, with time periods distinct from those proposed in Schedule TOU-D, is also reasonable because it maintains customer choice and does not prejudice the outcome of other proceedings in which TOU periods will be proposed or set. The Settling Parties appropriately factored in to the Settlement Agreement a three-year term subject to off-ramps that reasonably account for potential future Commission decisions on the design of optional TOU rates. For example, because Schedule TOU-D-T, as currently constructed, is based on “Level 1” rates being 130% of baseline, SCE is obligated under the Settlement Agreement to meet and confer with Settling Parties about any structural changes to that rate schedule that may result from Commission orders involving modifications to Schedule D (the default rate).

The Settlement Agreement is also reasonable insofar as it is consistent with the Commission’s guiding principles from the AFV OIR to have utilities propose rates that are attractive to EV customers, easy to understand, and that appropriately collect the costs incurred by EV customers to the extent they choose a separately metered rate schedule. Specifically, the extended off-peak period of Schedule TOU-D will allow more time for Level 1 charging of EVs, resulting in pollution-reduction for all customers.

B. The Settlement Agreement Is Consistent With The Law

The Settling Parties believe that the terms of the Settlement Agreement comply with all applicable statutes and prior Commission decisions, and reasonable interpretations thereof. In agreeing to the terms of the Settlement Agreement, the Settling Parties have explicitly considered the relevant statutes and Commission decisions and believe that the Commission can approve the Settlement Agreement without violating applicable statutes or prior Commission decisions.

The Settlement Agreement is also ripe for review and approval of optional residential TOU rates applicable to more than EV customers notwithstanding that Phase 1 of the RROIR is still pending. As explained in the detailed procedural history set forth in Section II.B. of this motion, the Third Amended Scoping Memo from the RROIR appended a Rate Element

Inventory explicitly reflecting a consensus from the parties to the RROIR about which rate design elements would be addressed for which IOUs in which proceedings. In that Rate Element Inventory, the Assigned Commissioner listed this proceeding, A.13-12-015, as the one that would properly address “whole house EV rate[s] . . . for all residential customers (TOU-D).”²⁶ The Third Amended Scoping Memo *post-dated* the Scoping Memo issued in this proceeding, which Scoping Memo listed as within its scope SCE’s proposal “to make its proposed time of use (TOU) schedule TOU-D available to all residential customers regardless of whether they own an EV.”²⁷ The Assigned Commissioner of the RROIR stated that “[a]lthough this Third Amended Scoping Memo excludes the issue of changes in TOU periods from Phase 1 . . . it does not change the scope of other proceedings,”²⁸ including the scope of this RDW proceeding, which had already been set.

Even more explicitly, and to cover another contingency, the Third Amended Scoping Memo then referred to this RDW proceeding and indicated that “[f]urther argument regarding whether changes to TOU periods should be allowed while Phase 1 and 2 of this proceeding are still pending should be raised in the applicable proceeding.”²⁹ That venue-related procedural issue *was* raised in the protests of ORA, TURN and SEIA (and in the direct testimony of ORA and SEIA),³⁰ and the issue was effectively resolved by the unopposed Settlement Agreement’s provisions regarding, opt-in non-tiered residential TOU rates of general applicability, subject to specific agreed-upon conditions. Thus, no outstanding Commission decision or ACR prevents the Commission from adopting the Settlement Agreement in its entirety without modification consistent with the schedule urged in Section V below. Furthermore, nothing precludes the

²⁶ Third Amended Scoping Memo, Appendix B, p. 3.

²⁷ Scoping Memo, p. 3.

²⁸ *Third Amended Scoping Memo*, p. 4.

²⁹ *Id.*, p. 5.

³⁰ Although not all parties from the RROIR were parties to this RDW proceeding, SCE served its RDW Application on the service list for the RROIR on December 24, 2013.

Commission from issuing policy direction or orders in connection with its final resolution of RROIR Phase 1 issues that would modify any Commission-approved rate schedules then in effect. Finally, pursuant to Rule 12.5, “Commission adoption of the settlement is binding on all parties to the proceeding in which the settlement is proposed. Unless the Commission expressly provides otherwise, such adoption does not constitute approval of, or precedent regarding, any principle or issue in the proceeding or in any future proceeding.” That means this non-precedential settlement cannot prejudice policy determinations by the Commission in the RROIR.

C. The Settlement Agreement Is In The Public Interest

SCE’s four-party Settlement Agreement is “supported by parties that fairly represent the affected interests” at stake in this proceeding.³¹ As the Commission has found, “[w]hile it is true that we employ a ‘heightened’ focus on the individual elements of a settlement when all interest groups are not accommodated, the focus itself is on whether the settling parties brought to the table representatives of all groups affected by the settlement. This is not necessarily the same as accommodating the litigation positions of all parties.”³² In this instance, the signatories to the SCE Settlement Agreement do represent the interests of residential and solar customers, and environmental advocates, affected by the Settlement Agreement, and the fact that the Settlement Agreement is unopposed militates in favor of its adoption as written.

The Settlement Agreement is a reasonable compromise of the Settling Parties’ respective positions, as summarized in Section III. The Settlement Agreement is in the public interest and in the interest of SCE’s customers. It fairly resolves issues and provides more certainty to residential and commercial solar customers regarding their present and future costs, which is in the public interest.

³¹ See D.07-11-018, *Order Denying Rehearing of Decision 07-03-044*.

³² *Id.* (citing *Re Southern California Edison Company*, 1996, 64 Cal.P.U.C.2d 241, 267).

The Settlement Agreement, if adopted by the Commission, avoids the cost of further litigation, and frees up Commission resources for other proceedings, including and especially timely resolution of Phase 1 of the RROIR. Given that the Commission's workload is extensive, the impact on Commission resources is doubly important. The Settlement Agreement frees up the time and resources of other parties as well, so that they may focus on the rest of this proceeding and other proceedings.

Each portion of the Settlement Agreement is dependent upon the other portions of the Settlement Agreement. Changes to one portion of the 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 Agreement 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.

V.

PROPOSED SCHEDULE FOR COMMENTS AND SETTLEMENT HEARING

The RCP envisions that Rate Design Window applications be resolved within six months of their filing. The nature of the relief sought here is time-sensitive because the 150 MW cap on Rate R is already fully subscribed, and the Settlement Agreement, if approved by the Commission, would raise the cap to 400 MW. Moreover, SCE's residential customers, including but not limited to its EV customers, stand to benefit from more cost-based TOU rates that coexist alongside the currently existing whole-house TOU rate. The sooner the Commission approves the Settlement Agreement, the sooner eligible and interested customers could avail themselves of these easy-to-understand and attractive rates.

In recognition of the time-sensitive nature of the relief sought in the Settlement Agreement, and the fact that the Settlement Agreement is opposed by no party to the proceeding,

the Settling Parties respectfully request pursuant to Rule 1.2³³ that the Assigned Administrative Law Judge waive as unnecessary the normal thirty-day comment period on settlement agreements found in Rule 12.2. The Settling Parties further respectfully request that should the Assigned Administrative Law Judge elect to convene a hearing to pose questions to a settlement panel of sponsoring witnesses about this motion or the attached Settlement Agreement, a portion of one day for a hearing should please be scheduled on a date in late August, preferably August 28. This date is convenient for the Settling Parties given that largely the same subject matter experts and counsel for the Settling Parties in this proceeding are active in the RROIR Phase 1, for which intervenor and rebuttal testimony deadlines loom in mid-September and early October.

VI.

CONCLUSION

WHEREFORE, the Settling Parties respectfully request that the Assigned Commissioner, Assigned ALJs, and the Commission:

1. Approve the attached Settlement Agreement as reasonable in light of the record, consistent with law, and in the public interest; and

³³ Rule 1.2 provides that the Commission's "rules shall be liberally construed to secure just, speedy, and inexpensive determination of the issues presented" and that in "special cases and for good cause shown, and within the extent permitted by statute, the Commission may permit deviations from the rules."

2. Issue a decision no later than December 31, 2014 authorizing SCE to implement changes via a Tier 1 Advice Filing in accordance with the terms of the Settlement Agreement.

Respectfully submitted,

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August 14, 2014

Attachment A

Settlement Agreement

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

Application of Southern California Edison
Company (U 338-E) for Approval of its 2013
Rate Design Window Proposals.

Application A.13-12-015
(Filed December 24, 2013)

**SETTLEMENT AGREEMENT RESOLVING SOUTHERN CALIFORNIA EDISON
COMPANY'S 2013 RATE DESIGN WINDOW APPLICATION**

Dated: August 14, 2014

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

Application of Southern California Edison
Company (U 338-E) for Approval of its 2013
Rate Design Window Proposals.

Application A.13-12-015
(Filed December 24, 2013)

**SETTLEMENT AGREEMENT RESOLVING SOUTHERN CALIFORNIA EDISON COMPANY'S
2013 RATE DESIGN WINDOW APPLICATION**

This Settlement Agreement resolving Southern California Edison Company's (SCE's) 2013 Rate Design Window Application (Settlement Agreement) is entered into by the undersigned Parties hereto, with reference to the following.

1. **Parties**

The Parties to this Settlement Agreement are SCE, the Office of Ratepayer Advocates (ORA), the Natural Resources Defense Council (NRDC), and the Solar Energy Industries Association (SEIA) (referred to hereinafter collectively as Settling Parties, or individually as Party).

- a. SCE is an investor-owned public utility and is subject to the jurisdiction of the California Public Utilities Commission (Commission or CPUC) with respect to providing electric service to its CPUC-jurisdictional retail customers.
- b. ORA is a division of the Commission that represents the interests of public utility customers. Its goal is to obtain the lowest possible rate for service consistent with reliable and safe service levels. Pursuant to California Public Utilities Code Section 309.5(a), in revenue allocation and

rate design matters, the ORA is directed to primarily consider the interests of residential and small commercial customers.

- c. NRDC is a non-profit membership organization, representing nearly 100,000 California members with an interest in receiving affordable energy services and reducing the environmental impact of California's energy consumption.
- d. SEIA is the national trade association of the United States solar industry. Through advocacy and education, SEIA and its 1,000 member companies work to make solar energy a mainstream and significant energy source by expanding markets, removing market barriers, strengthening the industry, and educating the public on the benefits of solar energy.

2. **Definitions**

When used in initial capitalization in this Settlement Agreement, whether in singular or plural, the following terms shall have the meanings set forth below or, if not set forth below, then as they are defined elsewhere in this Settlement Agreement:

- a. "Application" or "RDW Application" means the Rate Design Window Application (A.13-12-015) that this Settlement Agreement seeks to resolve.
- b. "CARE" means the California Alternate Rates for Energy program, which provides customers meeting certain household income criteria a discount from SCE's otherwise applicable residential rates.
- c. "Energy Rates," for residential customers, mean the volumetric rates paid by residential customers who are served on SCE's residential rate structures. For commercial customers, "Energy Rates" mean dollar per kilowatt-hour charges that recover (1) the portion of SCE's generation services revenues not recovered in Time-Related Demand Charges; (2) the remaining portion of SCE's delivery services revenues where there are no Facilities-Related Demand Charges; and (3) other delivery services revenues for public purpose programs.

- d. “EV” means electric vehicles.
- e. “FERC” means the Federal Energy Regulatory Commission.
- f. “FRD Charge” means Facilities-Related Demand Charge, which is the charge applied to customers’ monthly maximum demands, not differentiated by TOU or by season, that is designed to recover certain transmission and distribution costs that are defined to be unrelated to generation system peak or coincident peak usage.
- g. “Functional SAPC Allocation” means allocation of SCE’s revenue requirement to each of SCE’s rate groups based on the system average percentage change (“SAPC”) for the particular function, *e.g.*, generation, or distribution and customer costs. In addition, this would include adjustments of FERC-jurisdictional transmission revenues as authorized by formula rates or otherwise.
- h. “GRC Phase 2” means the regulatory proceeding in which the Commission adopts marginal costs, revenue allocation, and rate designs that will ultimately be applied to SCE’s authorized revenue requirements. The proceeding relates to, but is separate from, Phase 1 of the general rate case (GRC) proceeding, which is SCE’s triennial request to increase its Commission-authorized revenues.
- i. “Initial Implementation” means the date on which this Settlement Agreement is first implemented after a Commission decision approving this Settlement Agreement.
- j. “kW” means kilowatts.
- k. “kWh” means kilowatt hours.
- l. “MW” means megawatts.
- m. “Rate R,” formerly referred to as “Option R,” is an optional rate schedule available to commercial and industrial customers in SCE’s service territory with demands greater than 20 kW

but not exceeding 4 MW who employ Renewable Distributed Generation Technologies.¹ Eligible customers must install, own, or operate an eligible on-site Renewable Distributed Generation Technologies system with a net capacity that is at least 15% of the customer's annual peak demand.² Rate R is structured so that SCE recovers all generation-related capacity costs, and a portion of the distribution- and transmission-related capacity costs, through volumetric Energy Charges on a cent-per-kilowatt-hour basis.

- n. "SAPC" means system average percentage change. See definition of "Functional SAPC Allocation," above.
- o. "Settlement Agreement" shall have the meaning given to such term in the introductory paragraph hereof.
- p. "Settling Parties" means SCE, ORA, NRDC and SEIA.
- q. "Special Solar Allowance" means the 50 MW of Rate A available for Schedule TOU-8 customers after the 150 MW cap on Rate R had been reached pursuant to D.13-03-031. The Special Solar Allowance is open to customers who install solar generation and who would otherwise qualify for Rate R of Schedule TOU-8.
- r. "TOU" means time-of-use. These are the time periods established for provision of electric service in which demand charges for Energy Rates may vary in relation to the cost of service.

3. **Recitals**

- a. The Commission adopted the first vintage of Rate R rates in Decision (D.) 09-08-028, which approved a settlement resolving SCE's 2009 GRC Phase 2 proceeding, and the rate was subject

¹ This term is defined as solar, wind, fuel cells, and any other renewable generation technology as defined in the Statewide California Solar Initiative, the Self-Generation Incentive Program, or their successors.

² Customers with multiple on-site generation units associated with a single service account, where one or more of the generators is a nonrenewable generating unit, are not eligible for the Rate R schedules.

to a cap of a maximum of the cumulative installed distributed generation output capacity of 150 MW.

- b. In SCE's 2012 GRC Phase 2, the Commission adopted a settlement between SCE, SEIA and others, in which an update to the rate design of Rate R was approved, and the 150 MW cap was retained.³ However, the settling parties agreed that once the cap was reached, SCE would offer a maximum of 50 MW of a "Special Solar Allowance" Rate A (another rate that recovers generation capacity costs through Energy Charges) to a subset of Schedule TOU-8 customers who would otherwise be eligible for Rate R.
- c. The settlement approved in SCE's 2012 GRC Phase 2 obligated SCE to file recommendations about the Rate R rate design and cap in its 2013 RDW Application.⁴
- d. A separate Commission decision ordered SCE to file additional EV-related rate design proposals in its 2013 RDW Application. Specifically, in a decision from Phase 2 of the 2009 Alternative Fuel Vehicle Order Instituting Rulemaking, D.11-07-029, the Commission ordered California's investor-owned utilities to study a number of factors relevant to EV ratemaking, and to propose modifications to their EV tariffs based on an analysis of load data and customer behavior under existing tariffs.⁵
- e. On December 24, 2013, SCE filed its RDW Application, and served prepared direct testimony in support thereof, for approval of its 2013 RDW proposals. In that 2013 RDW Application, SCE proposed an updated rate design for Rate R customers in compliance with D.13-03-031, and also proposed to maintain the 150 MW program cap, which had been fully subscribed at the time the Application was filed. SCE also proposed modifications to its commercial and residential EV rates in compliance with D.11-07-029. Although not a compliance mandate, SCE also proposed

³ See D.13-03-031, Attachment D, p. 22.

⁴ *Id.*

⁵ D.11-07-029, Ordering Paragraph (OP) #3.

that its non-tiered TOU rate for EV customers be available to all eligible residential customers regardless of whether they charge EVs.

- f. The NRDC filed a response to SCE's 2013 RDW Application, largely supportive of SCE's proposed residential TOU rates. The Utility Reform Network (TURN), the California Solar Energy Industries Association (CALSEIA), SEIA and ORA filed protests to the Application on various procedural and substantive grounds. SCE filed a reply to all protests on February 6, 2014.
- g. The Assigned Administrative Law Judge held a prehearing conference on SCE's 2013 RDW Application on February 20, 2014. Thereafter, on April 10, 2014, the Assigned Commissioner issued a Scoping Memo setting forth the scope and schedule of the proceeding.
- h. CALSEIA, SEIA, and ORA served prepared direct testimony on June 30, 2014. SEIA and CALSEIA proposed that the cap on the availability of Rate R rates should be removed, and SEIA proposed a small modification to SCE's proposed design of Rate R rates. SCE and the NRDC served rebuttal testimony on July 30, 2014.
- i. Informal settlement negotiations between SCE and some of the active parties to the RDW proceeding began on July 30, 2014. On August 6, 2014, SCE provided notice to all parties to the RDW proceeding of its intent to formally hold a settlement conference, and that settlement conference pursuant to Article 12 of the Commission's Rules of Practice and Procedure was held telephonically on August 13, 2014.
- j. The Settling Parties have evaluated the various issues in the RDW proceeding, desire to resolve all disputed issues, and have reached an agreement that resolves all disputes as indicated in Paragraph 4 of this Settlement Agreement.

4. **Agreement**

In consideration of the mutual obligations, covenants and conditions contained herein, the Settling Parties agree to the terms of this Settlement Agreement. Nothing in this Settlement Agreement shall

be deemed to constitute an admission by any Party that its position on any issue lacks merit or that its position has greater or lesser merit than the position taken by any other Party. This Settlement Agreement is subject to the express limitation on precedent described in Section 10.

a. Illustrative Rates

The Settling Parties agree that the results of the rate design process reflected in the illustrative rate schedules in Appendix B to this agreement are reasonable. These rates are based on SCE's current estimated consolidated revenue requirement of \$12.8 billion, which results in a bundled service system average rate of 16.8 cents per kilowatt-hour. These illustrative rates shall be adjusted consistent with the terms of this Settlement Agreement and any Commission decision revising SCE's authorized revenue requirement.

b. Rate R Rate Design

Rate R will continue to be offered to existing customers currently taking service on Rate R in Schedules TOU-8, TOU-GS-3 and TOU-GS-2, and shall be structured to recover all generation-related capacity costs through volumetric Energy Charges on a cent-per-kWh basis in a manner that maintains the same TOU allocation of generation revenue recovery. The distribution component of the Facilities-Related Demand (FRD) Charge shall be established to reflect both the distribution and transmission offsets, set at the following levels, relative to Rate B of the Rate R customers' schedules: 24.5 percent of the TOU-GS-2 distribution FRD, 37.4 percent of the TOU-GS-3 distribution FRD, 12.5 percent of the TOU-8-Secondary distribution FRD, 20.6 percent of the TOU-8-Primary distribution FRD, and 19.9 percent of the TOU-8-Subtransmission distribution FRD. The design revenue deficiency resulting from this adjustment shall be collected by an increase in the non-time differentiated, cent-per-kWh volumetric Energy Charge. FERC-jurisdictional transmission-related demand charges shall not be affected by this Settlement Agreement.

c. Rate R Megawatt Cap

Between the date on which this Settlement Agreement is approved by the Commission, and the date on which SCE's tariffs implementing its 2018 GRC Phase 2 are effective, subscription on Rate R shall be subject to a cumulative installed generation output capacity for all eligible rate groups of 400 MW total, inclusive of all customers currently taking service on the Special Solar Allowance of Schedule TOU-8 who switch to Rate R no later than six months after rates implementing this Settlement Agreement become effective.

d. Special Solar Allowance

This Settlement Agreement does not modify the 50 MW cap for the Special Solar Allowance, but the Special Solar Allowance shall be closed to new customers within six months of the date that tariffs implementing this Settlement agreement are effective.

e. Residential EV Rates

(i) Schedule TOU-EV-1 (Separately Metered Rate)

a) Meter Charge

A new, recurring monthly meter charge shall be established to recover the costs of the separate meter. The meter charge will be set initially at \$2.64 per month, and will be adjusted thereafter to account for Functional (distribution) SAPC Allocation adjustments.

b) Seasonal Definition

Establish the summer season for Schedule TOU-EV-1 to be June 1 to September 30, and the winter season to be October 1 to May 31.

(ii) **Schedule TOU-D-TEV (Whole-House EV Rate)**

Schedule TOU-D-TEV shall be eliminated and replaced with Schedule TOU-D as soon as practicable after a Commission decision authorizing this Settlement Agreement, with customers formerly taking service on Schedule TOU-D-TEV to be migrated to either Rate A or Rate B of Schedule TOU-D depending on an analysis of the customers' previous 12 months of usage. Nothing in this Settlement Agreement precludes a customer from requesting and receiving a rate analysis to determine whether Schedule D or any other residential schedule would be more beneficial than Rate A or B of Schedule TOU-D.

(iii) **Schedule TOU-D (Untiered Rate)**

a) **Eligibility**

Schedule TOU-D shall be an optional, untiered rate that is open to all residential customers subject to an enrollment cap of 200,000 customers. Should SCE approach the cap due to substantial enrollment (*e.g.*, a significant number of customers charging EVs), subject to a meet-and-confer with the Settling Parties, SCE shall be permitted to seek a higher enrollment cap for non-EV customers in a future Rate Design Window or Phase 2 General Rate Case. To accommodate any additional enrollments for customers charging EVs prior to the next Rate Design Window or Phase 2 General Rate Case, SCE may seek a higher enrollment cap for EV customers through a Tier 3 Advice Letter.

b) **Time Periods and Seasons**

The TOU periods and seasons for Schedule TOU-D are as follows:

- On-Peak Period: 2:00PM to 8:00PM on non-holiday weekdays.
Off-Peak Period: 10:00PM to 8:00AM every day
Mid-Peak Period: all other hours.
- Summer Season: June 1 to September 30
Winter Season: October 1 to May 31.

c) Rate A of Schedule TOU-D

Rate A shall have a fixed charge equivalent to that of Schedule D. The baseline credit shall be established using customers' baseline zone allocations (in kWh) multiplied by a cent-per-kilowatt value established as the difference between (a) the volume-weighted average of the non-baseline (non-Tier 1) Energy Rate(s) of Schedule D, and (b) Tier 1 Energy Rates, subject to the further provision that the baseline credit shall be at least one cent less than the super-off-peak rate. The Settling Parties intend Schedule TOU-D Rate A to yield bills roughly consistent with those produced by Schedule D for lower-usage customers. The volumetric Energy Rates for Rate A shall reflect a marginal cost floor price for the off-peak peak period defined as the sum of SCE's marginal generation (energy and capacity), marginal distribution and transmission costs, plus non-bypassable charges. Rates for the other two TOU periods shall be set based on the marginal cost revenue allocation adopted in SCE's 2012 GRC Phase 2, scaled to recover authorized revenues. Rate A shall be designed to be revenue-neutral to Schedule D.

d) Rate B of Schedule TOU-D

At the time the rates implementing this Settlement Agreement become effective, the fixed charge for Rate B shall be set at \$16, and shall thereafter be subject to a Functional SAPC Allocation adjustment. Rate B shall not have a baseline credit. The off-peak rates will be subject to a floor price defined as the sum of SCE's marginal generation (energy and capacity), marginal distribution and transmission costs, plus non-bypassable charges. SCE will adjust the generation revenue requirement such

that 25% of the summer on-peak generation costs will be transferred to the winter on-peak generation Energy Rates. Rate B shall be designed revenue-neutral to Schedule D.

e) **Switching Between Rate A and B**

Upon initially taking service on Schedule TOU-D, a customer may switch once from Rate A to Rate B, or vice versa, or from one of these optional rates to another applicable residential schedule at any time, and the change will become effective on the customer's next scheduled meter read date. However, the customer may not be permitted to make any additional rate schedule changes until 12 months of service has been provided under the rate schedule then in effect unless otherwise specified in that rate schedule's tariff.

f) **Schedule TOU-D As An Opt-In Rate**

The Settling Parties agree that Schedule TOU-D proposed to be adopted in this Settlement Agreement is appropriate only on an opt-in basis, should not be used as a default schedule, and has not been analyzed to determine whether it satisfies any of the criteria pursuant to Public Utilities Code Section 745 applicable to the establishment of default residential rates. Specifically, no parties in this proceeding analyzed the impact of Schedule TOU-D on senior citizens or economically vulnerable customers in hot climate zones.

(iv) **Schedule TOU-D-T (Two-Tiered Residential Rate)**

Notwithstanding any representations to the contrary made in Rulemaking (R.) 12-06-013 or in A.14-06-014 (SCE's pending 2015 GRC Phase 2 application), SCE will keep Schedule TOU-D-T (optional, tiered time-of-use rate) open, with the same TOU periods, that are currently in effect, until the date on which SCE's tariffs implementing its 2018

GRC Phase 2 are effective. Rate design components other than the TOU periods of TOU-D-T shall be modified only in accordance with an order from the Commission in R.12-06-013 and/or structural changes to Schedule D necessitated by an order by the Commission, but, in those cases, SCE shall consult in good faith with the Settling Parties prior to proposing structural changes to TOU-D-T. Subject to cost, SCE will use good faith efforts to explore redesigning bill presentment for TOU-D-T customers to restyle the rate schedule to contain a baseline credit (or conservation credit) that can be subtracted from Level 2 rates to produce Level 1 rates (or, alternatively, to reflect an excess usage surcharge applied to Level 1 rates to produce Level 2 rates). If redesign is accomplished, it will be implemented as soon as possible, but no later than concurrent with implementation of SCE's 2015 GRC Phase 2 (expected January 1, 2016).

(v) CARE Customers

CARE customers taking service on optional TOU residential rates shall receive a percentage discount off their total bill equal to the average effective CARE discount percentage for Schedule D-CARE customers that SCE calculates pursuant to California Public Utilities Code Section 739.1(c)(1).

(vi) Revenue Deficiency From Optional Residential Rates

At least annually, SCE shall re-balance Schedule TOU-D to be revenue-neutral to Schedule D, as explained in Section 4.g., below.

f. Commercial EV Rates

SCE's commercial EV proposals for Schedule TOU-EV-3 and TOU-EV-4 shall be adopted as proposed.

g. Implementing Future Revenue Changes in Rates

When SCE's authorized revenues change after Initial Implementation of this Settlement Agreement, SCE will first adjust rate levels for the default rate schedule (Schedule D for residential rates, and Rate B of each Rate R customer's rate schedule, excluding Critical Peak Pricing elements), using a Functional SAPC adjustment. SCE will then rebalance optional rate levels to ensure revenue neutrality between the default rate schedule and the optional rate schedules. For example, generation revenue changes resulting from SCE's Energy Resource Recovery Account proceedings shall be allocated on a Functional SAPC basis, *i.e.*, the revised SCE generation revenue requirement would be allocated by applying a generation-level SAPC scalar based on the difference between present rate revenues and proposed rate revenues for the default rate schedules. The optional rate schedules will then be adjusted to ensure revenue neutrality on a functional basis.

5. Implementation of Settlement Agreement

It is the intent of the Settling Parties that SCE should be authorized to file a Tier 1 Advice Letter implementing tariffs containing the rate changes resulting from this Settlement Agreement as soon as practicable following the issuance of a final Commission decision approving this Settlement Agreement.

6. Record Evidence

The Settling Parties recommend that all testimony (direct and rebuttal) referenced in Section 3 above be admitted as part of the evidentiary record of this proceeding.

7. Signature Date

This Settlement Agreement shall become binding as of the last signature date of the Settling Parties.

8. **Regulatory Approval**

The Settling Parties, by signing this Settlement Agreement, acknowledge that they pledge support for Commission approval and subsequent implementation of all the provisions of this Settlement Agreement. The Settling Parties shall use their best efforts to obtain Commission approval of this Settlement Agreement no later than December 31, 2014. The Settling Parties shall jointly request that the Commission approve the Settlement Agreement without change, and find this Settlement Agreement to be reasonable, consistent with law and in the public interest. Should timely adoption of this Settlement Agreement not be obtained by April 1, 2015, the Settling Parties shall meet and confer in good faith to determine whether to continue to support the Settlement Agreement. Subject to this commitment to meet and confer, any Settling Party may terminate this Agreement after May 1, 2015 should no Commission decision be issued by that date.

Should any Proposed Decision (PD) or Alternate Proposed Decision (APD) seek a modification to this Settlement Agreement, and should any Settling Party be unwilling to accept such modification, that Settling Party shall so notify the other Settling Parties within five business days of issuance of the PD or APD. The Settling Parties shall thereafter promptly discuss the modification and negotiate in good faith to achieve a resolution acceptable to the Settling Parties, and shall promptly seek Commission approval of the resolution so achieved. Failure to resolve such modification to the satisfaction of Settling Parties, or to obtain Commission approval of such resolution promptly thereafter, shall entitle any Settling Party to terminate this Agreement through prompt notice to all other Settling Parties.

9. **Compromise Of Disputed Claims**

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

10. **Non-Precedent**

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

The Settling Parties expressly recognize that each Party may advocate a position that is inconsistent with this Agreement in Phase 2 of SCE's 2018 General Rate Case. Barring Commission-ordered modifications to this Settlement Agreement, or modifications permitted by and resulting from the conditions specified in Section 4.e.(iii), Section 4.e.(iv) and Section 8 of this Agreement, the Settling Parties will support the continued applicability of Section 4 until the date on which SCE's tariffs implementing its 2018 GRC Phase 2 become effective.

11. **Previous Communications**

The Settlement Agreement contains the entire agreement and understanding between the Settling Parties as to the resolution of SCE's 2013 RDW Application. In the event there is any conflict between the terms and scope of this Settlement Agreement and the terms and scope of either the accompanying joint motion in support of the Settlement Agreement or Appendix A to the Settlement Agreement, this Settlement Agreement shall govern.

12. **Incorporation Of Complete Settlement Agreement**

This Settlement 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 diverse issues, the Settling Parties acknowledge that changes, concessions, or compromises by a Party or Parties in one section of this Settlement Agreement resulted in changes, concessions, or compromises by the Parties in other sections. Consequently, the Parties agree to affirmatively oppose any modification of this Settlement Agreement, whether proposed by any Party or non-Settling Party, unless all Settling Parties jointly agree to support such modification.

13. **Non-Waiver**

None of the provisions of this Settlement 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 Settlement 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.

14. **Effect Of Subject Headings**

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

15. **Governing Law**

This Settlement 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.

16. **Number Of Originals**

This Settlement 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.

SOUTHERN CALIFORNIA EDISON COMPANY

/s/ Megan Scott-Kakures

By: Megan Scott-Kakures

13 August 2014

Title: Vice President, Regulatory Operations

THE OFFICE OF RATEPAYER ADVOCATES

/s/ Joseph P. Como

By: Joseph P. Como

14 August 2014

Title: Acting Director

THE NATURAL RESOURCES DEFENSE COUNCIL

/s/ Max Baumhefner

By: Max Baumhefner

14 August 2014

Title: Attorney, Clean Vehicles & Fuels

SOLAR ENERGY INDUSTRIES ASSOCIATION

/s/ Steve Zuretti

By: Steve Zuretti

13 August 2014

Title: Manager, California

Appendix A
Comparison Exhibit

Comparison Of Positions On Contested Issues And Settlement Outcome

#	Issue	Current Tariff Or Policy Treatment	SCE	SEIA	CALSEIA	ORA	NRDC	Settlement Outcome
1.	Rate R Cap	The 150 MW Rate R cap is fully subscribed. The 50 MW Special Solar Allowance is almost 20% subscribed.	Maintain 150 MW cap.	Remove cap.	Remove cap.	No position.	No position.	Increase cap to 400 MW, inclusive of any customers taking service on 50 MW Special Solar Allowance (Schedule TOU-8 Rate A, adopted in D.13-03-031) who wish to transfer to Rate R. Special Solar Allowance will close to new customers six months after Initial Implementation. The Option R cap and rate design will be reevaluated in 2018 GRC Phase 2 at the earliest.
2.	Rate R Rate Design	The rate was designed using data from only a sample of TOU-GS-3 customers, and using Effective Demand Factor load attributes to calculate an offset for the distribution demand charges.	Rate R rate design was updated based on a study that included rate class-specific cost drivers for the following rates classes: TOU-GS-2, TOU-GS-3, and TOU-8 (all voltage levels). Also included a Non-Coincident Peak Demand attribute in determining the FRD adjustment for Rate R, to more accurately reflect rate class level Distribution revenue allocation	Removed the Non-Coincident Peak Demand attribute from SCE's calculation of the Rate R FRD adjustment.	No position.	No position.	No position.	Adopt SCE's proposed rate design changes, reflected in the illustrative rates attached as Appendix B, except that the distribution Facilities-Related Demand (FRD) adjustment values shall reflect the average of the values proposed by SCE and SEIA.

#	Issue	Current Tariff Or Policy Treatment	SCE	SEIA	CALSEIA	ORA	NRDC	Settlement Outcome
3.	Eligibility for Schedule TOU-D	SCE does not have a non-tiered TOU rate for residential customers.	Make new rate open to all residential customers, not just those who charge EVs.	Limit new rate to just EV-charging customers.	No position.	Limit new rate to just EV-charging customers.	Agrees with SCE's proposal.	Open new rate to all residential customers, not just EV chargers, subject to a cap of 200,000 enrollees total until implementation of SCE's 2018 GRC Phase 2. Should SCE approach the cap due to substantial enrollment, <i>e.g.</i> , a significant number of customers charging EVs (estimated, for example, through a survey of rate participants), SCE shall meet and confer with the Settling Parties and thereafter seek authorization to increase the cap via a Tier 3 Advice Letter to accommodate EV chargers and or a RDW application/GRC Phase 2 application to increase the cap for non-EV chargers.

#	Issue	Current Tariff Or Policy Treatment	SCE	SEIA	CALSEIA	ORA	NRDC	Settlement Outcome
4.	Schedule TOU-D Rate Design	N/A	<p>Rate A: Baseline credit, derived by multiplying the baseline quantity (in kWh) that the customer would have received had they been served that month on Schedule D by the difference (in cents) between the residential non-CARE average rate and the Tier 1 rate under Schedule D. Fixed charge that mirrors that of Schedule D.</p> <p>Rate B: No baseline credit, + fixed charge of \$16 (full customer marginal cost level).</p>	No position.	No position.	Rate B: Fixed charge should not exceed that of Schedule D.	Agrees with SCE.	<p>Rate A: Fixed charge that is equal to that of Schedule D. The baseline credit shall be established using customers' baseline zone allocations (in kWh) multiplied by a cent-per-kilowatt value established as the difference between (a) the volume-weighted average of the non-baseline (non-Tier 1) Energy Rate(s) of Schedule D, and (b) Tier 1 Energy Rates, subject to the further provision that the baseline credit shall be at least one cent less than the super-off-peak rate. The Settling Parties intend Schedule TOU-D Rate A be yield bills roughly consistent with those produced by Schedule D for lower-usage customers.</p> <p>Rate B: No baseline credit, + fixed charge initially set at \$16 and then subject to SAPC scaling.</p>

#	Issue	Current Tariff Or Policy Treatment	SCE	SEIA	CALSEIA	ORA	NRDC	Settlement Outcome
5.	TOU Periods for Schedule TOU-D	N/A	On-peak period: 2 PM to 8PM non-holiday weekdays Off-peak: 10:00 PM to 8:00 AM every day Mid-peak: All other hours	Keep status quo, even if the rate is extended only to EV customers.	No position.	Agrees with SCE's proposal provided the rate extends to only EV ⁶ customers.	Agrees with SCE's proposal.	On-peak period: 2 PM to 8 PM non-holiday weekdays Off-peak: 10:00 PM to 8:00 AM every day Mid-peak: All other hours
6.	Schedule TOU-D-TEV (whole-house EV Rate)	Open to residential customers who charge EVs on the same meter as the rest of the house. On-peak period: 10AM to 6PM non-holiday weekdays Off-Peak Period: Midnight to 6:00AM all year every day. Mid-peak: All other hours	Close schedule, and migrate these EV customers to Rate A or B of proposed Schedule TOU-D.	No position.	No position.	No position.	No position.	Close schedule, and migrate customers to Rate A or B of proposed Schedule TOU-D depending on analysis of previous twelve months' usage.

⁶ If the Commission allows SCE to make its proposed Schedule TOU-D open to all residential customers, ORA stated in its direct testimony that the TOU periods should not be changed to incorporate the early evening hours into the summer on-peak period.

#	Issue	Current Tariff Or Policy Treatment	SCE	SEIA	CALSEIA	ORA	NRDC	Settlement Outcome
7.	Schedule TOU-D-T	Two-tiered optional residential rate schedule. Level 1 is for usage up to 130% of baseline, and Level 2 is for usage more than 130% of baseline. There is a 12 cent per kWh differential between the rates for the summer on-peak period and the winter on-peak period. On-peak: 12PM to 6PM non-holiday weekdays Off-peak: All other hours.	In SCE's GRC Phase 2, SCE proposed to close this schedule upon Commission approval of Schedule TOU-D.	SCE's position on TOU-D-T customers is unclear.	No position.	Support maintaining Schedule TOU-D-T.	No position.	Keep Schedule TOU-D-T open, including its current time periods, for eligible customers wishing to take service on this rate until SCE implements rates approved in connection with its 2018 GRC Phase 2. Rate design components other than the TOU periods of TOU-D-T shall be modified in accordance with any order from the Commission in R.12-06-013 and/or changes ordered to Schedule D. However, SCE shall consult in good faith with the Settling Parties prior to proposing structural changes to TOU-D-T resulting from any such orders. Subject to cost, SCE will use good faith efforts to explore implementation of ORA's alternative bill presentations for Schedule TOU-D-T. If redesign is accomplished, SCE will implement as possible but no later than concurrent with the 2015 GRC Phase 2 (expected January 1, 2016).

#	Issue	Current Tariff Or Policy Treatment	SCE	SEIA	CALSEIA	ORA	NRDC	Settlement Outcome
8.	Revenue Deficiency From Optional Rates	Consistent with 2012 GRC Phase 2, Level 1 of Schedule TOU-D-T is designed revenue neutral to the otherwise applicable tariff's (OAT's) Tier 1 and Tier 2 rates, while Level 2 is designed to be revenue neutral to the OAT's rates for Tier 3 and above.	Re-balance the Schedule TOU-D rate to be revenue neutral to Schedule D. Any revenue deficiency will be captured in the Conservation Incentive Adjustment (CIA) balancing account, and will be allocated to the entire residential class of customers	No position.	No position.	Revenue deficiency should be paid for by customers taking service on the optional rate.	No position.	At least annually, SCE shall re-balance the Schedule TOU-D to be revenue neutral to Schedule D consistent with how this is done for optional non-residential rates pursuant to SCE's 2012 GRC Phase 2.
9.	Schedule TOU-EV-1 (Separately Metered Rate)	No meter charge for second meter.	\$2.64/mo meter charge for second meter.	No position.	No position	Oppose meter charge that exceeds the Schedule D fixed charge.	Oppose meter charge that exceeds the Schedule D fixed charge.	\$2.64/mo meter charge subject to SAPC scaling.

Appendix B

Current vs. Illustrative Settlement Rates

		July 7, 2014 Rates			Illustrative Settlement Rates			% Rate Change		
		Delivery	Generation	Total Rate	Delivery	Generation	Total Rate	Delivery	Generation	Total Rate
TOU-EV-1										
Energy Charge - \$/kWh										
	Summer Season - On-Peak	0.13112	0.24375	0.37487	0.11895	0.26404	0.38299	-9.3%	8.3%	2.2%
	Off-Peak	0.04889	0.05920	0.10809	0.04889	0.06976	0.11865	0.0%	17.8%	9.8%
	Winter Season - On-Peak	0.13112	0.12427	0.25539	0.11895	0.11477	0.23372	-9.3%	-7.6%	-8.5%
	Off-Peak	0.04889	0.06262	0.11151	0.04889	0.06469	0.11358	0.0%	3.3%	1.9%
Meter Charge - \$/month					2.64		2.64			
TOU-D-T										
Energy Charge - \$/kWh										
	Summer Season									
	Level I (up to 130% of Baseline) - On-Peak	0.05908	0.28906	0.34814	0.05908	0.28906	0.34814	0.0%	0.0%	0.0%
	Level II (More than 130% of Baseline) - On-Peak	0.17760	0.31218	0.48978	0.17760	0.31218	0.48978	0.0%	0.0%	0.0%
	Level I (up to 130% of Baseline) - Off-Peak	0.05908	0.07526	0.13434	0.05908	0.07526	0.13434	0.0%	0.0%	0.0%
	Level II (More than 130% of Baseline) - Off-Peak	0.17760	0.09838	0.27598	0.17760	0.09838	0.27598	0.0%	0.0%	0.0%
	Winter Season									
	Level I (up to 130% of Baseline) - On-Peak	0.05908	0.16906	0.22814	0.05908	0.16906	0.22814	0.0%	0.0%	0.0%
	Level II (More than 130% of Baseline) - On-Peak	0.17760	0.19218	0.36978	0.17760	0.19218	0.36978	0.0%	0.0%	0.0%
	Level I (up to 130% of Baseline) - Off-Peak	0.05908	0.06410	0.12318	0.05908	0.06410	0.12318	0.0%	0.0%	0.0%
	Level II (More than 130% of Baseline) - Off-Peak	0.17760	0.08722	0.26482	0.17760	0.08722	0.26482	0.0%	0.0%	0.0%
Basic Charge - \$/day										
	Single-Family Residence	0.031	0.000	0.031	0.031	0.000	0.031	0.0%		0.0%
	Multi-Family Residence	0.024	0.000	0.024	0.024	0.000	0.024	0.0%		0.0%
Minimum Charge - \$/day										
	Single Family Residence	0.059	0.000	0.059	0.059	0.000	0.059	0.0%		0.0%
	Multi-Family Residence	0.044	0.000	0.044	0.044	0.000	0.044	0.0%		0.0%
California Climate Credit		-40		(40.000)	(40.00)		(40.00)			
Peak Time Rebate - \$/kWh										
	Peak Time Rebate		(0.75)	(0.75)		(0.75)	(0.75)		0.0%	0.0%
	w/enabling technology - \$/kWh		(1.25)	(1.25)		(1.25)	(1.25)		0.0%	0.0%

TOU-D-TEV

Energy Charge - \$/kWh				
Summer Season				
Level I (up to 130% of Baseline) - On-Peak	0.05650	0.26487	0.32137	
Level II (More than 130% of Baseline) - On-Peak	0.20319	0.28799	0.49118	
Level I (up to 130% of Baseline) - Off-Peak		0.05650	0.08894	0.14544
Level II (More than 130% of Baseline) - Off-Peak	0.20319	0.11206	0.31525	
Level I (up to 130% of Baseline) - Super-Off-Peak		0.07201	0.02290	0.09491
Level II (More than 130% of Baseline) - Super-Off-Peak	0.04889	0.04602	0.09491	
Winter Season				
Level I (up to 130% of Baseline) - On-Peak	0.05650	0.14487	0.20137	
Level II (More than 130% of Baseline) - On-Peak	0.20319	0.16799	0.37118	
Level I (up to 130% of Baseline) - Off-Peak		0.05650	0.06981	0.12631
Level II (More than 130% of Baseline) - Off-Peak	0.20319	0.09293	0.29612	
Level I (up to 130% of Baseline) - Super-Off-Peak		0.07201	0.03090	0.10291
Level II (More than 130% of Baseline) - Super-Off-Peak	0.04889	0.05402	0.10291	
Basic Charge - \$/day				
Single-Family Residence	0.031		0.031	
Multi-Family Residence	0.024		0.024	
Minimum Charge - \$/day				
Single Family Residence	0.059		0.059	
Multi-Family Residence	0.044		0.044	
California Climate Credit		(40.00)	(40.00)	
Peak Time Rebate - \$/kWh				
Peak Time Rebate		(0.75)	(0.75)	
w/enabling technology - \$/kWh		(1.25)	(1.25)	

TOU-D (Rate A)

Energy Charge - \$/kWh				
Summer Season				
On-Peak		0.11998	0.38097	0.50095
Off-Peak		0.11998	0.18879	0.30877
Super-Off-Peak		0.07201	0.03911	0.11112
Summer Season				
On-Peak		0.11998	0.27024	0.39022
Off-Peak		0.11998	0.14528	0.26526
Super-Off-Peak		0.07201	0.03930	0.11131
Baseline Credit - \$/kWh			(0.10131)	(0.10131)
Basic Charge - \$/day		0.031	0.000	0.031
Minimum Charge - \$/day		0.059	0.000	0.059
California Climate Credit		(40.00)		(40.00)
Peak Time Rebate - \$/kWh				
Peak Time Rebate			(0.75)	(0.75)
w/enabling technology - \$/kWh			(1.25)	(1.25)

TOU-D (Rate B)

Energy Charge - \$/kWh

Summer Season

On-Peak
Off-Peak
Super-Off-Peak0.08459 0.30637 0.39096
0.08459 0.11419 0.19878
0.07201 0.03911 0.11112

Summer Season

On-Peak
Off-Peak
Super-Off-Peak0.08459 0.19563 0.28022
0.08459 0.07067 0.15526
0.07201 0.03930 0.11131

Basic Charge - \$/day

0.538 0.000 0.538

Minimum Charge - \$/day

0.059 0.000 0.059

California Climate Credit

(40.00) (40.00)

Peak Time Rebate - \$/kWh

(0.75) (0.75)

Peak Time Rebate
w/enabling technology - \$/kWh

(1.25) (1.25)

TOU-EV-3 (Rate A)

Energy Charge - \$/kWh

Summer Season On-Peak

0.06805 0.32264 0.39069

0.06805 0.32264 0.39069

0.0% 0.0% 0.0%

Mid-Peak

0.06805 0.11432 0.18237

0.06805 0.11432 0.18237

0.0% 0.0% 0.0%

Off-Peak

0.06805 0.02483 0.09288

0.06805 0.02483 0.09288

0.0% 0.0% 0.0%

Winter Season On-Peak

0.06805 0.10360 0.17165

0.06805 0.10360 0.17165

0.0% 0.0% 0.0%

Mid-Peak

0.06805 0.07961 0.14766

0.06805 0.07961 0.14766

0.0% 0.0% 0.0%

Off-Peak

0.06805 0.03372 0.10177

0.06805 0.03372 0.10177

0.0% 0.0% 0.0%

Customer Charge - \$/day

0.836 0.836 0.836

0.836 0.836

0.0% 0.0%

California Climate Credit - \$/kWh/Meter/Month

(0.00805) (0.00805)

(0.00805) (0.00805)

0.0% 0.0%

TOU-EV-3 (Rate B)

Energy Charge - \$/kWh

Summer Season On-Peak

0.03038 0.32264 0.35302

Mid-Peak

0.03038 0.11432 0.14470

Off-Peak

0.03038 0.02483 0.05521

Winter Season On-Peak

0.03038 0.10360 0.13398

Mid-Peak

0.03038 0.07961 0.10999

Off-Peak

0.03038 0.03372 0.06410

Customer Charge - \$/day

0.836 0.836

Facilities Related

Demand Charge - \$/kW

6.94 6.94

Voltage Discount, Facilities Related Demand - \$/kW

From 2 kV to 50 kV

(0.10) (0.10)

From 51 kV to 219 kV

(3.28) (3.28)

220 kV and above

(4.87) (4.87)

California Climate Credit - \$/kWh/Meter/Month

(0.00805) (0.00805)

TOU-EV-4

Energy Charge - \$/kWh									
Summer Season On-Peak	0.02831	0.28588	0.31419	0.02831	0.28588	0.31419	0.0%	0.0%	0.0%
Mid-Peak	0.02831	0.10185	0.13016	0.02831	0.10185	0.13016	0.0%	0.0%	0.0%
Off-Peak	0.02831	0.02483	0.05314	0.02831	0.02483	0.05314	0.0%	0.0%	0.0%
Winter Season On-Peak	0.02831	0.08832	0.11663	0.02831	0.08832	0.11663	0.0%	0.0%	0.0%
Mid-Peak	0.02831	0.07093	0.09924	0.02831	0.07093	0.09924	0.0%	0.0%	0.0%
Off-Peak	0.02831	0.03371	0.06202	0.02831	0.03371	0.06202	0.0%	0.0%	0.0%
Customer Charge - \$/meter/month	194.33		194.33	194.33		194.33	0.0%		0.0%
Facilities Related									
Demand Charge - \$/kW	12.71		12.71	12.71		12.71	0.0%		0.0%
Time Related									
Demand Charge - \$/kW	0.00	0.00	0.00	0.00	0.00	0.00			
Voltage Discount, Facilities Related Demand - \$/kW									
From 2 kV to 50 kV	(0.18)		(0.18)	(0.18)		(0.18)	0.0%		0.0%
From 51 kV to 219 kV	(5.65)		(5.65)	(5.65)		(5.65)	0.0%		0.0%
220 kV and above	(9.74)		(9.74)	(9.74)		(9.74)	0.0%		0.0%
Voltage Discount, Time-Related Demand - \$/kW									
From 2 kV to 50 kV	0.00	0.00	0.00	0.00	0.00	0.00			
From 51 kV to 219 kV	0.00	0.00	0.00	0.00	0.00	0.00			
220 kV and above	0.00	0.00	0.00	0.00	0.00	0.00			
Voltage Discount, Energy - \$/kWh									
From 2 kV to 50 kV	0.00000	(0.00117)	(0.00117)	0.00000	(0.00117)	(0.00117)		0.0%	0.0%
From 51 kV to 219 kV	0.00000	(0.00262)	(0.00262)	0.00000	(0.00262)	(0.00262)		0.0%	0.0%
220 kV and above	0.00000	(0.00265)	(0.00265)	0.00000	(0.00265)	(0.00265)		0.0%	0.0%
Power Factor Adjustment - \$/kVA									
Greater than 50 kV	0.34		0.34	0.34		0.34	0.0%		0.0%
50 kV or less	0.51		0.51	0.51		0.51	0.0%		0.0%
California Climate Credit - \$/kWh/Meter/Month	(0.00740)		(0.00740)	(0.00740)		(0.00740)	0.0%		0.0%