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

Application of Southern California Edison
Company (U338E) for Approval of Its Charge
Ready and Market Education Programs

Application 14-10-014
(Filed October 30, 2014)

**MOTION FOR APPROVAL OF PHASE 1 SETTLEMENT AGREEMENT BETWEEN
AND AMONG SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E), AMERICAN
HONDA MOTOR CO., INC., CALSTART, THE CALIFORNIA ENERGY STORAGE
ALLIANCE, CHARGEPOINT, INC., COALITION OF CALIFORNIA UTILITY
EMPLOYEES, ENVIRONMENTAL DEFENSE FUND, GENERAL MOTORS, LLC,
GREENLINING INSTITUTE, NATURAL RESOURCES DEFENSE COUNCIL, NRG
ENERGY, INC., THE OFFICE OF RATEPAYER ADVOCATES, PLUG IN AMERICA,
SIERRA CLUB, THE UTILITY REFORM NETWORK, AND VOTE SOLAR**

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Dated: **July 9, 2015**

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TABLE OF CONTENTS

Section	Page
I. INTRODUCTION	1
II. PROCEDURAL AND REGULATORY BACKGROUND	2
III. SUMMARY OF PARTIES’ POSITIONS.....	3
A. SCE’s Charge Ready Pilot Received Broad Support.....	3
B. SCE’s Proposed Charging Station Rebate is Too Generous.....	4
C. SCE Must Ensure EV Load Will Be Appropriately Managed	4
D. SCE Should Prioritize Investments at Multi-Unit Dwellings.....	5
E. SCE Should Commit to Providing Extensive Data.....	5
F. The Commission Should Alter SCE’s Proposed Procedures for Approval of Phase 2.....	6
IV. SUMMARY OF SETTLEMENT.....	6
A. Guiding Principles for the Settlement Agreement.....	6
B. Settlement Agreement Provisions Modifying the Application.....	7
1. Rebate Amount	8
2. Ratemaking Treatment of Rebate	8
3. Advisory Board.....	8
4. Reporting.....	9
5. Cost Management	9
6. Regulatory Process.....	10
7. Safety	10

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TABLE OF CONTENTS

Section	Page
8. Load Management	10
9. Minimum Commitments in Disadvantaged Communities	11
10. Supplier Diversity	12
11. Vendor Product and Services Representation.....	12
12. Customer Participants and Participating Sites	12
13. Application Requirements and Process	13
V. REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENT	13
A. The Settlement Agreement is Reasonable In Light Of the Record.....	14
B. The Settlement Agreement Is Consistent With the Law	15
C. The Settlement Agreement Is In the Public Interest	15
VI. REQUEST TO SUSPEND THE PROCEEDING SCHEDULE	16
VII. CONCLUSION	17
ATTACHMENT A SETTLEMENT AGREEMENT.....	18

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I.

INTRODUCTION

Pursuant to Rule 12.1 *et seq.* of the California Public Utilities Commission’s (“Commission’s” or “CPUC’s”) Rules of Practice and Procedure, Southern California Edison Company (“SCE”), on behalf of itself and the following parties (referred to hereinafter collectively as “Joint Settling Parties” or individually as “Party”), respectfully moves for the Commission to find reasonable and adopt the “Settlement Agreement Resolving Phase 1 Southern California Edison Company’s Application for Approval of its Charge Ready and Market Education Programs” (“Settlement Agreement”), which is appended to this motion as Attachment A: American Honda Motor Co., Inc. (“Honda”), CALSTART, the California Energy

Storage Alliance (“CESA”), ChargePoint, Inc., Coalition of California Utility Employees (“CCUE”), Environmental Defense Fund (“EDF”), General Motors, LLC, Greenlining Institute, Natural Resources Defense Council (“NRDC”), NRG Energy, Inc. (“NRG”), the Office of Ratepayer Advocates (“ORA”), Plug In America, Sierra Club, the Utility Reform Network (“TURN”), and Vote Solar. SCE confirms the Joint Settling Parties have authorized SCE to file this motion on their behalf. The Settlement Agreement seeks to resolve all issues related to Phase 1 of SCE’s Application for Approval of its Charge Ready and Market Education Programs (“Application” or “A.14-10-014”). Further, the Joint Settling Parties request that the Commission suspend the existing proceeding schedule until the Commission has issued a final decision on this Motion for Approval of Phase 1 Settlement Agreement.

Section II of this motion provides the procedural and regulatory background related to this proceeding. Section III describes in general the positions advocated by the parties in this proceeding and summarizes the terms of the Settlement Agreement. Section IV 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.

II.

PROCEDURAL AND REGULATORY BACKGROUND

Section 3 of the Settlement Agreement provides the relevant procedural and regulatory background of this matter, and that background is restated here for convenience.

- a. SCE filed its Application and supporting testimony on October 30, 2014.
- b. Three parties, including ORA, TURN, and Green Power Institute / Community Environmental Council (“GPI/CEC”), filed Protests to the Application.
- c. Eight parties, including CESA, ChargePoint, Charge Ahead, Center for Sustainable Energy (“CSE”), General Motors, NRG, San Diego Gas & Electric Company (“SDG&E”), and Shell North America filed Responses to the Application.

- d. SCE filed a Reply to the Protests and Responses on December 15, 2014.
- e. The Administrative Law Judge (“ALJ”) assigned to SCE’s Application held a prehearing conference on February 2, 2015.
- f. A Joint Assigned Commissioner and ALJ Scoping Ruling was issued on March 6, 2015, setting the procedural schedule and defining the scope of the proceeding.
- g. Six Parties, including ChargePoint, EDF, GPI, NRDC, ORA, and TURN, served opening testimony on May 15, 2015.
- h. Five Parties, including CESA, ChargePoint, EDF, GPI, and SCE, served rebuttal testimony on June 5, 2015.
- i. SCE provided testimony in response to questions from the ALJs at hearings held on June 22, 2015.
- j. SCE began settlement negotiations with Joint Settling Parties in April 2015, and thereafter properly noticed and held an all-party settlement conference pursuant to Rule 12.1(b) on June 25, 2015, to discuss resolution of Phase 1 of its Application.

III.

SUMMARY OF PARTIES’ POSITIONS

Parties’ primary concerns related to Phase 1 of SCE’s Charge Ready Program Application, as well as the Settlement Agreement’s approach for addressing those concerns, are highlighted in the following sections. While parties’ primary concerns are listed herein Section III, the Joint Settling Parties addressed several additional concerns in their modifications to the Charge Ready Application, as described in Section IV.

A. SCE’s Charge Ready Pilot Received Broad Support

Ever since SCE filed its Charge Ready Program Application in October 2014, parties to the proceeding have been largely supportive of SCE’s proposal. In fact, nine of eleven parties that filed Protests or Responses to the Charge Ready Application in December 2014 stated their

support for the Charge Ready Application.¹ The two parties that did not state their support for the Charge Ready Program in Protests or Responses include TURN and Shell, and TURN is now a Party to this Settlement Agreement.

B. SCE's Proposed Charging Station Rebate is Too Generous

ORA, TURN, EDF, GPI, and ChargePoint expressed a concern that Customer Participants, who own or lease the site where the electric vehicle service equipment ("EVSE") would be installed, would not have enough invested or enough "skin in the game" if the charging station rebate covers the full amount of the Base Cost.² With the exception of TURN, parties agreed that it was appropriate to provide a rebate for some fraction of the Base Cost, just not 100% of Base Cost.

The Settlement Agreement addresses this concern by reducing the amount of charging station rebate below 100% for certain market segments including fleets, workplaces, and destination centers, as described in Section IV.B.1, below.

C. SCE Must Ensure EV Load Will Be Appropriately Managed

EDF and Green Power Institute ("GPI") expressed a concern that the time-of-use rates and demand response capability required by the Charge Ready Program may not be sufficient to manage EV load.³ EDF and GPI suggested that dynamic price signals should be passed to EV

¹ See ORA Protest to SCE's Application, dated December 4, 2014, p. 3; NRG Response to SCE's Application, dated December 5, 2014, p. 1; General Motors Response to SCE's Application, dated December 5, 2014, p. 1; ChargePoint Response to SCE's Application, dated December 5, 2014, p. 1; Charge Ahead Response to SCE's Application, dated December 5, 2014, p. 8; CSE Response to SCE's Application, dated December 5, 2014, p. 4; CESA Response to SCE's Application, dated December 5, 2014, p. 2; SDG&E Response to SCE's Application, dated December 5, 2014, p. 1; GPI/COUNCIL Protest to SCE's Application, dated November 28, 2014, p. 4.

² See Exhibit ORA-01 at pp. 3-1 – 3-3; Exhibit TURN-01 at pp. 19-21; Exhibit EDF-02 at pp. 10-11; Exhibit ChargePoint-2 at pp. 1-4, and Rebuttal Testimony of GPI on SCE Charge Ready and Market Education Programs, dated June 5, 2015, at p. 11. "Base Cost," as defined by the Settlement Agreement, means the going-market price of the best value charging station and installation within each defined profile of charging station.

³ See Exhibit EDF-01 at pp. 17-18 and pp. 22-23; and Testimony of GPI on SCE Charge Ready and Market Education Programs, dated May 15, 2015, at pp. 16-17.

drivers using the charging stations to ensure the EV load from the Charge Ready Program is managed in a way that supports the grid.

The Settlement Agreement addresses these concerns by requiring that SCE report data on EV load profiles and the price signals passed to the EVSE users, to the extent known, so that potential Program modifications could be evaluated if EV load is not managed adequately.

D. SCE Should Prioritize Investments at Multi-Unit Dwellings

TURN and ORA suggested that Multi-Unit Dwellings (“MUDs”) should be the focus of utility-run EV infrastructure programs like Charge Ready.⁴ To support their suggestion, TURN cited studies that emphasize the importance of home charging while ORA cited studies that highlight the possibility of increased battery range.⁵

The Settlement Agreement addresses this concern by providing larger charging station rebates to MUDs than to other market segments, as described in Section IV.B.1, below.

E. SCE Should Commit to Providing Extensive Data

TURN, ORA, and GPI expressed concerns that SCE may not provide sufficient public data or metrics to evaluate and learn from the Charge Ready Program.⁶ In their testimony, TURN and ORA provided lists of information that SCE should provide to the public.⁷

The Settlement Agreement addresses parties’ desire for Charge Ready Program data by committing SCE to providing extensive information. The data that SCE will provide to the Commission and stakeholders is described in Appendix A of the Settlement Agreement.

⁴ See Exhibit TURN-01 at pp. 21-22; and Exhibit ORA-01 at pp. 3-3 – 3-6.

⁵ *Ibid.*

⁶ See Exhibit ORA-01 at pp. 3-6 – 3-8; Exhibit TURN-01 at pp. 17-19; and Rebuttal Testimony of GPI on SCE Charge Ready and Market Education Programs, dated June 5, 2015, at p. 3.

⁷ See Exhibit ORA-01 at pp. 3-7 – 3-8; and Exhibit TURN-01 at p. 18.

F. The Commission Should Alter SCE's Proposed Procedures for Approval of Phase 2

TURN and ORA expressed a concern that a Pilot Report after nine months of data from Phase 1 may not be sufficient to evaluate Phase 1 before adjudicating the merits of SCE's Phase 2 proposal.⁸ While parties agreed that a phased approach is beneficial, some disagreed with SCE's proposal that the nine month Pilot Report should automatically start the Commission's review of Phase 2.

The Settlement Agreement addresses this concern by requiring that SCE has at least nine months of program implementation as well as at least 1,000 charging stations installed prior to filing its Pilot Report, which would trigger a prehearing conference and start the regulatory review of Phase 2. Further, the Settlement Agreement removes the one-year Pilot limit to ensure that the Pilot generates sufficient data to inform Phase 2.

IV.

SUMMARY OF SETTLEMENT

A. Guiding Principles for the Settlement Agreement

The Settlement Agreement adopts the following Guiding Principles, herein copied verbatim from the Agreement, to inform Charge Ready Program implementation.

1. Support the Governor's and California state goals including:
 - a. Achieve installation of grid-integrated infrastructure to support 1 million zero emission vehicles by 2020;
 - b. Accelerate the adoption of 1.5 million zero emission vehicles by 2025;
 - c. Support clean air and climate change objectives.⁹
2. Support the acceleration of a competitive EV charging market and encourage innovation, while maintaining Market Neutral Customer Engagement;
3. Maintain customer choice;

⁸ See Exhibit ORA-01 at p. 2-1; and Exhibit TURN-01 at pp. 15-17.

⁹ For more detail, see Exhibit SCE-01 Vol. 1 at pp. 9-14.

4. Remove barriers to deploying EV charging;
5. Ensure Customer Participant Site Infrastructure is installed and maintained in safe working order;
6. Provide for management of EV load to support the grid in a manner that delivers benefits to SCE customers;
7. Evaluate Customer Participant strategies that provide EV drivers the opportunity to maximize fuel cost savings relative to conventional transportation fuels;
8. Manage program costs;
9. Provide representative data (e.g., by different Market Segments, across Disadvantaged Communities, load management strategies, and pricing models) to allow for meaningful evaluation and comparisons, and to inform Phase 2 and future EV policy;
10. Identify and incorporate best practices for future EV infrastructure deployment;
11. Support SCE's companywide Diversified Business Enterprise ("DBE") spending goal of 40 percent.
12. Provide services in line with legislative goals [e.g., Senate Bill 535 (de León, 2013) and Senate Bill 1275 (de León, 2014)] to serve disadvantaged communities and increase access to clean transportation.
13. Complement other utility clean energy programs and other non-utility programs, such as those being implemented pursuant to the Charge Ahead California Initiative established by Senate Bill 1275, which will build consumer demand for clean energy and clean vehicles.

B. Settlement Agreement Provisions Modifying the Application

The Settlement Agreement establishes the following modifications to the Charge Ready Application, herein copied verbatim from the Agreement.

1. **Rebate Amount**

Rather than providing Customer Participants with charging station Rebates equivalent to 100% of the Base Cost,¹⁰ SCE will vary the amount of the Rebate, as a percentage of the Base Cost, by Market Segment and whether the site is located within a Disadvantaged Community. If a participating site falls within more than a single market segment, the Rebate will be based on the Dominant Market Segment, provided that sites located in Disadvantaged Communities will qualify for a rebate equal to 100%. The amount of the Rebate for Customer Participants in each market segment is established in the following table:

***Table IV-1
Amount of Charging Station Rebate by Market Segment***

<i>Market Segment</i>	<i>Amount of Charging Station Rebate</i>
Sites Located in Disadvantaged Communities	100% of Base Cost
Multi-Unit Dwellings	100% of Base Cost
Fleets	75% of Base Cost
Workplaces	50% of Base Cost
Destination Centers	25% of Base Cost

2. **Ratemaking Treatment of Rebate**

Rather than treating the Rebates as regulatory assets, the costs of which are recovered from customers over the life of the assets, SCE will treat the Rebates as expenses, the costs of which are recovered from customers in the year the expense is incurred.

3. **Advisory Board**

SCE will seek to ensure that its Charge Ready Advisory Board includes representatives from a diverse array of key constituents, including consumer advocates,

¹⁰ See Exhibit SCE-01 Vol. 2 at p. 9.

environmentalists, EV drivers, the automotive industry, disadvantaged communities, labor and EV charging providers. SCE welcomes all relevant organizations and will solicit participation to ensure the Advisory Board reflects a balance of stakeholder representation. Information will be provided to the Advisory Board to facilitate understanding of the Program's progress and encourage effective dialogue on potential modifications to the Program. SCE will not take any material action regarding program design and implementation without consulting the Advisory Board.

4. Reporting

SCE will file and serve its proposed Pilot report to provide Phase 1 data and recommend any necessary changes to Phase 2¹¹ after at least 9 months of program implementation and 1,000 charging station installations. This will ensure that Parties and the Commission have sufficient data to evaluate information learned through the Pilot before the approval of Phase 2.

Additionally, SCE will file quarterly reports and a final report after the Pilot has been completed. All reports will be filed with the Commission and served on parties to the proceeding for comment.

Further, SCE will collaborate with the Charge Ready Advisory Board, ORA, TURN, and other stakeholders on the content of the Pilot report and criteria for Pilot evaluation. More detail on data collection and reporting can be found in Appendix A of this Settlement.

5. Cost Management

If SCE reaches the \$22 million Phase 1 budget cap without installing at least 1,000 charging stations, SCE must suspend program activities as soon as feasible and file a report with the Commission to reexamine the Pilot's underlying assumptions. Any projects that

¹¹ See Exhibit SCE-01 Vol. 2 at pp. 19-20.

are partially constructed may be completed as necessary, but no new projects should commence. Any costs in excess of the budget cap shall be considered as part of the Phase 2 budget.

6. Regulatory Process

The Joint Settling Parties acknowledge that SCE's Phase 1 Pilot may extend beyond one year to ensure sufficient data to evaluate the Pilot and inform Phase 2. Upon SCE's filing of its Pilot report, the Joint Settling Parties request that the Commission set a prehearing conference to begin regulatory review of Phase 2. Parties recognize the importance of having a seamless transition between Phase 1 and Phase 2 of the Program, thus Phase 1 may continue until the Commission issues a final decision on Phase 2, subject to the limitation in Section 4.B.5.

7. Safety

SCE acknowledges that it is responsible for ensuring that Customer Participant Site Infrastructure is maintained in a manner that is safe for the public and utility employees. Accordingly, SCE will require that all construction, installation and maintenance of Customer Participant Site Infrastructure that is not performed by employees of SCE will be performed by contractor's signatory to the IBEW who hold a valid California C-10 contractor's license.

8. Load Management

EV load should be effectively managed to allow the State to meet both its renewable energy and zero-emission vehicle deployment goals. SCE will educate site hosts about time-of-use rates and other programs that encourage EV charging in a way that supports the electrical grid and will evaluate and compare different site host load management strategies, including whether price signals are being passed to the driver. If there is evidence that load is not being adequately managed to avoid adverse grid impacts from EV charging by Customer Participants, or that EV drivers who charge in a manner that avoids adverse grid impacts are not

provided with the opportunity to realize fuel cost savings, or if charging is not leveraging available opportunities to integrate renewable energy, then SCE will consider program modifications, such as a more dynamic price signal seen by EV drivers, or other load management strategies, to be incorporated in Phase 2. Any load management strategies must be consistent with applicable law, including Public Utilities Code 216(i) and Decision 10-07-044.

Further, SCE agrees to create or have identified and adopted a Demand Response Program, as referenced in its opening testimony in this proceeding,¹² within three years of this agreement being adopted by the Commission, subject to any necessary regulatory approvals including cost recovery. A Demand Response Program, once available, will be implemented as necessary to further the clean air, climate change, and load management objectives identified in Guiding Principles 1 and 6, above, and the off-peak charging and renewable energy benefits described in SCE's opening testimony in this proceeding.¹³

9. Minimum Commitments in Disadvantaged Communities

SCE plans to deploy at least 10% of charging stations in Disadvantaged Communities as identified by Cal EPA's Enviroscreen tool developed pursuant to SB 535 (de León, 2013) and aims to scale up significantly in Phase 2 as informed by a study of consumer demand growth in disadvantaged communities that SCE will commission. To ensure a successful deployment in Disadvantaged Communities, SCE shall do the following:

1. Partner with stakeholders, including community-based organizations, to identify site locations and conduct effective outreach and education. This includes coordination with organizations in areas where charging stations are being deployed in order to ensure that outreach materials and activities are prepared in appropriate languages, are designed to reach and engage low- and

¹² See Exhibit SCE-01 Vol. 2 at p. 14 and Appendix B, p. B-4.

¹³ See Exhibit SCE-01 Vol. 1 at p. 23.

moderate-income communities, and that this information is conveyed by organizations that are trusted in the communities.

2. SCE shall complement and coordinate with federal, state and locally funded programs, such as those being developed by the Air Resources Board pursuant to SB 1275, that are expected to grow the demand for EVs in Disadvantaged Communities (e.g., EV car-sharing services).

10. Supplier Diversity

SCE plans for the Charge Ready Program to support SCE's companywide Diversified Business Enterprise ("DBE") 40% diverse spending goal. Solicitations and contracts will contain a DBE subcontracting plan, which requires the bidder/contractor to list its expected annual DBE spend with respect to the Charge Ready Pilot and list any subcontractors it plans to use to achieve its DBE goal. Bidders will be requested to provide proposals in support of SCE's goal of achieving at least 40% diverse spend.

11. Vendor Product and Services Representation

Representatives of SCE and their agents shall apply Market Neutral Customer Engagement to Charge Ready Pilot-Specific Education and Outreach, Broad Market Education Campaign, TE Advisory Services, and any other educational, advisory or outreach activity.

12. Customer Participants and Participating Sites

Vendors and third party service providers qualified by SCE, in coordination with SCE's Business Customer Division and the Program Management Organization, may market the Pilot and submit applications for potential Customer Participants and Participating Sites to participate in the Pilot in any Market Segment. Customer Participants may designate a qualified vendor or third party to submit an application for participation in the Pilot on the Customer Participant's behalf, and otherwise act on their behalf for day-to-day activities in connection with

the deployment of charging stations, provided that SCE will confirm all key decisions directly with Customer Participants. In particular, but without limitation, Customer Participants will be required to prepare, sign, and submit to SCE various forms and documents as part of the deployment process. SCE will not be required to “first engage” with Customer Participants or Participating Sites, and qualified vendors and third parties shall have the uninhibited opportunity to contact potential Customer Participants directly, both prior to and after SCE’s contact with the Customer Participant or Participating Site. SCE retains all right to engage with potential Customer Participants, subject to maintaining Market Neutral Customer Engagement.

13. Application Requirements and Process

SCE must process, evaluate, and reply to all Customer Participants and Participating Site applications consistent with Market Neutral Customer Engagement. As part of the Pilot, SCE will track SCE customers that apply for the Program and the key factors that contributed to determining the number of stations approved for deployment at Participating Sites. SCE will also document the key factors contributing to rejecting applicants, if any. SCE will report and assess the foregoing in an aggregated and summarized form as part of the Pilot report and the final report, consistent with its obligations to maintain the confidentiality of customer information. SCE will also consider refining some of its eligibility criteria in Phase 2 based on these findings.

V.

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 the settlements are fair and reasonable in light of the whole record.¹⁴ 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.¹⁵ 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.¹⁶

A. The Settlement Agreement is Reasonable In Light Of the Record

The record of this proceeding includes SCE's Application, the Protests and Responses thereto, parties' written¹⁷ and verbal testimony,¹⁸ as well as this motion (with the attached Settlement Agreement). Together, the above documents provide the information necessary for the Commission to find the Settlement Agreement reasonable.

As has been demonstrated since the submission of SCE's Charge Ready Application, parties to the proceeding have been largely supportive of the Charge Ready Program,¹⁹ with a few exceptions noted in Section III, above. The Settlement Agreement represents a reasonable compromise of the Joint Settling Parties' positions. Specifically, it resolves or alleviates the majority of parties' concerns including: SCE's proposed charging station rebate is too generous; SCE must ensure EV load will be appropriately managed; SCE should prioritize investments at

¹⁴ See, e.g., D.88-12-083 at p. 56 (*mimeo*), 30 CPUC 2d 189, 221-223; and D.91-05-029 at p. 42 (*mimeo*), 40 CPUC 2d, 301, 326.

¹⁵ See D.92-12-019 at p. 8 (*mimeo*), 46 CPUC 2d 538, 553.

¹⁶ See Rule 12.1(d) of the Commission's Rules of Practice and Procedure.

¹⁷ The following parties submitted written testimony in A.14-10-014, as described in the Exhibit List for Evidentiary Hearings: SCE (Exhibits SCE-01 Vol. 1, SCE-01 Vol. 2, SCE-01 Vol. 2-E, SCE-01 Vol. 2-E-2, SCE-02, and SCE-02-E); ORA (Exhibit ORA-01); TURN (Exhibits TURN-01 and TURN-02); CESA (Exhibit CESA-1); ChargePoint (Exhibits ChargePoint-1 and ChargePoint-2); EDF (Exhibits EDF-01 and EDF-02); and NRDC (Exhibit NRDC-1).

¹⁸ Verbal testimony of Edward Kjaer, Megan Mao, and Paul Hunt on behalf of SCE was provided at the June 22, 2015 evidentiary hearing for A.14-10-014.

¹⁹ Nine of eleven parties that filed Protests and Responses to the Charge Ready Application in December 2014 stated their support for the Charge Ready Application. See fn. 1, *supra*.

MUD, SCE should commit to providing extensive data; and the Commission should alter SCE's proposed procedures for approval of Phase 2, as described in Section III, above.

B. The Settlement Agreement Is Consistent With the Law

The Joint 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 Joint 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.

C. The Settlement Agreement Is In the Public Interest

The Settlement Agreement is “supported by parties that fairly represent the affected interests” at stake in this proceeding.²⁰ The Joint Settling Parties represent the interests of a diversity of stakeholders including consumer advocates, environmentalists, EV drivers, the automotive industry, disadvantaged communities, labor, and EV charging providers. 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.”²¹ The Joint Settling Parties believe the Settlement Agreement is in the public interest because it supports state goals regarding EV charging infrastructure, zero-emission vehicle adoption, and emissions and greenhouse gas reductions. The Settlement Agreement supports these goals through a pilot format that provides stakeholders an opportunity to learn about deploying EV charging infrastructure before making a larger investment of ratepayer funds.

²⁰ See D.07-11-018, p. 6 [internal citation omitted].

²¹ *Id.*, p. 7 (citing D.96-01-011, 64 CPUC 2d 241, 267).

The Settlement Agreement is a reasonable compromise of the Joint 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, as demonstrated by the broad support from stakeholders representing diverse interests. The Settlement Agreement, if adopted by the Commission, avoids the cost of further litigation, and frees up Commission and Party resources for 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 Joint Settling Parties request that the Commission adopt the Settlement Agreement as a whole, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

VI.

REQUEST TO SUSPEND THE PROCEEDING SCHEDULE

In light of the proposed Settlement Agreement, the Joint Settling Parties request that the Administrative Law Judges issue a ruling suspending the proceeding schedule, including the upcoming briefs,²² until the Commission has issued a final decision on this motion. Many parties in this proceeding have constraints on the resources and time that they can put into many ongoing proceedings; suspending briefs until the point that they are deemed to be necessary will save all parties and the Commission valuable time and resources. The Joint Settling Parties request that the ALJs rule on the request to suspend the proceeding schedule as soon as possible given that many parties are currently preparing for Opening Briefs, which are due on July 17, 2015.

²² Per the A.14-10-014 Scoping Memo, Opening Briefs are due July 17, 2015, and Reply Briefs are due July 31, 2015. *See* Joint Assigned Commissioner and Administrative Law Judge Ruling, March 6, 2015, at p. 7.

VII.

CONCLUSION

WHEREFORE, SCE, on behalf of itself and the Joint Settling Parties, respectfully requests that Assigned Commissioner Peterman, Assigned ALJs Hieta and Farrar, and the Commission approve the attached Settlement Agreement as reasonable in light of the record, consistent with law, and in the public interest.

Respectfully submitted,

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DATE: July 9, 2015

Attachment A
Settlement Agreement

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

Application of Southern California Edison
Company (U338E) for Approval of Its Charge
Ready and Market Education Programs

Application 14-10-014
(Filed October 30, 2014)

**SETTLEMENT AGREEMENT RESOLVING PHASE 1 OF SOUTHERN CALIFORNIA
EDISON COMPANY'S (U338-E) APPLICATION FOR APPROVAL OF ITS CHARGE
READY AND MARKET EDUCATION PROGRAMS**

Dated: **July 7, 2015**

**SETTLEMENT AGREEMENT RESOLVING PHASE 1 OF SOUTHERN CALIFORNIA
EDISON COMPANY’S (U338-E) APPLICATION FOR APPROVAL OF ITS CHARGE
READY AND MARKET EDUCATION PROGRAMS**

TABLE OF CONTENTS

	Section	Page
1.	PARTIES	1
2.	DEFINITIONS.....	2
3.	PROCEDURAL HISTORY.....	3
4.	AGREEMENT	5
A.	Guiding Principles	5
B.	Specific Modifications to Phase 1 of the Charge Ready Program.....	6
1.	Rebate Amount	7
2.	Ratemaking Treatment of Rebate	8
3.	Advisory Board.....	8
4.	Reporting.....	8
5.	Cost Management	9
6.	Regulatory Process.....	9
7.	Safety	9
8.	Load Management	10
9.	Minimum Commitments in Disadvantaged Communities	10
10.	Supplier Diversity	11
11.	Vendor Product and Services Representation.....	11
12.	Customer Participants and Participating Sites	12
13.	Application Requirements and Process	12
5.	SIGNATURE DATE	13
6.	REGULATORY APPROVAL	13
7.	COMPROMISE OF DISPUTED CLAIMS.....	13

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TABLE OF CONTENTS (CONTINUED)

Section	Page
8. NON-PRECEDENT	14
9. PREVIOUS COMMUNICATIONS	14
10. INCORPORATION OF COMPLETE SETTLEMENT AGREEMENT	14
11. NON-WAIVER.....	15
12. EFFECT OF SUBJECT HEADINGS.....	15
13. GOVERNING LAW	15
14. NUMBER OF ORIGINALS.....	15
APPENDIX A DATA COLLECTION AND REPORTING.....	

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**SETTLEMENT AGREEMENT RESOLVING PHASE 1 OF SOUTHERN CALIFORNIA
EDISON COMPANY'S (U338-E) APPLICATION FOR APPROVAL OF ITS CHARGE
READY AND MARKET EDUCATION PROGRAMS**

Pursuant to Article 12 and Rule 1.8(d) of the Commission's Rules and Practices of Procedure, this Settlement Agreement resolving Phase 1 of Southern California Edison Company's ("SCE's") Application for Approval of its Charge Ready and Market Education Programs ("Phase 1 Settlement Agreement" or "Settlement Agreement") is entered into by the undersigned Parties hereto. The Settling Parties, identified in Section 1, below, believe that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest.

1. PARTIES

The Parties to this Settlement Agreement are SCE, American Honda Motor Co., Inc. ("Honda"), CALSTART, the California Energy Storage Alliance ("CESA"), ChargePoint, Inc., Coalition of California Utility Employees ("CCUE"), Environmental Defense Fund ("EDF"), General Motors, LLC, Greenlining Institute, Natural Resources Defense Council ("NRDC"), NRG Energy, Inc. ("NRG"), the Office of Ratepayer Advocates ("ORA"), Plug In America, Sierra Club, the Utility Reform Network ("TURN") and Vote Solar (referred to hereinafter collectively as "Settling Parties," or individually as "Settling Party").

2. DEFINITIONS

When used in initial capitalization in this Settlement Agreement, whether in singular or plural, the following terms shall have the following meanings:

- a. "Application" or "Charge Ready Application" means SCE's Application for Approval of its Charge Ready and Market Education Programs Application (A.14-10-014) that this Settlement Agreement seeks to resolve.
- b. "Base Cost" means the going-market price of the best value charging station and installation within each defined profile of charging station, which is determined by SCE based on information from its charging station Request for Information and potentially supplemented by market research.¹
- c. "Commission" or "CPUC" means California Public Utilities Commission.
- d. "Charge Ready Program" or "Program" means the proposed "Charge Ready and Market Education Program" as described in A.14-10-014.
- e. "Customer Participant" or "Site Host" means a non-residential customer of record participating in the Charge Ready Program.
- f. "Customer Participant Site Infrastructure" means panels, "make ready" stub (including conduits and wiring), and associated infrastructure, but not including the charging station.
- g. "EV" means electric vehicle.
- h. "EVSE" means electric vehicle supply equipment.
- i. "Market Neutral Customer Engagement" means all communication between SCE and potential or approved Customer Participants, including communication related to Pilot administration, is neutral and unbiased with respect to vendors and charging stations qualified by SCE for the Program.

¹ SCE-01, Vol. 2, at pp. 9-10.

- j. "Market Segments" means any type of long-dwell time location, including workplace, multi-unit dwelling, fleet, and destination centers.
- k. "Dominant Market Segment" means the most common Market Segment at sites participating in the Charge Ready Program where more than a single Market Segment is present. For instance, a parking lot used for both workplace and fleet will be designated as a workplace Market Segment if most of the parking spaces with EVSE are expected to be used by employees to park their personal vehicles.
- l. "Party" means a participant in A.14-10-014, as described in Rule 1.4(a) of the Commission's Rules of Practice and Procedure.
- m. "Phase 1" or "Pilot" means the \$22 million pilot program, which is part of SCE's Charge Ready and Market Education Program as proposed in A.14-10-014.²
- n. "Phase 2" means the remainder of SCE's Charge Ready and Market Education Program after Phase 1, as proposed in A.14-10-014.³
- o. "Rebate" means the money provided to Customer Participants for each charging station procured through the Charge Ready Program.
- p. "Settlement Agreement" shall have the meaning given to such term in the introductory paragraph hereof.
- q. "Settling Parties" shall have the meaning given to such a term in Section 1 hereof.

3. PROCEDURAL HISTORY

- a. SCE filed its Application and supporting testimony on October 30, 2014.
- b. Three parties, including ORA, TURN, and Green Power Institute / Community Environmental Council ("GPI/CEC"), filed Protests to the Application.

² See SCE-01, Vol. 1 and 2.

³ See SCE-01, Vol. 1, 3, 4, and 5.

- c. Eight parties, including CESA, ChargePoint, Charge Ahead, Center for Sustainable Energy ("CSE"), General Motors, NRG, San Diego Gas & Electric Company ("SDG&E"), and Shell North America filed Responses to the Application.
- d. SCE filed a Reply to the Protests and Responses on December 15, 2014.
- e. The Administrative Law Judge ("ALJ") assigned to SCE's Application held a prehearing conference on February 2, 2015.
- f. A Joint Assigned Commissioner and ALJ Scoping Ruling was issued on March 6, 2015, setting the procedural schedule and defining the scope of the proceeding.
- g. Six Parties, including ChargePoint, EDF, GPI, NRDC, ORA, and TURN, served opening testimony on May 15, 2015.
- h. Five Parties, including CESA, ChargePoint, EDF, GPI, and SCE, served rebuttal testimony on June 5, 2015.
- i. SCE provided testimony in response to questions from the assigned administrative law judges at hearings on June 22, 2015.
- j. SCE began informal settlement negotiations with Settling Parties in April 2015, and thereafter properly noticed and held an all-party settlement conference pursuant to Article 12 on June 25, 2015, to discuss resolution of Phase 1 of its Application.

The Settling Parties acknowledge that SCE's Application has been thoroughly vetted in the record of this proceeding, including in prepared testimony, discovery, and other procedures with the active participation from EV stakeholders representing many different interests, including consumer advocates, environmentalists, the automotive industry, labor, disadvantaged communities, and EV service providers. This Settlement Agreement represents a compromise of disputed claims between the Settling Parties. The Settling Parties have evaluated the various issues in Phase 1 of SCE's Charge Ready Application proceeding, desire to resolve all Phase 1 disputed issues, and have reached an agreement that resolves all Phase 1 disputes as indicated in Section 4 of this Settlement Agreement.

4. AGREEMENT

The Settling Parties find reasonable, as modified herein, Phase 1 of SCE's Charge Ready and Market Education Programs as described in SCE's Application and supporting testimony. The Settling Parties agree that Phase 1 supports competition in the EV charging market, and implementing Phase 1 is prudent before implementing larger programs.

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 Settling 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 Settling Party. This Settlement Agreement applies only to Phase 1 of SCE's Charge Ready Program; Settling Parties maintain their ability to suggest different policies and preferences when adjudicating Phase 2 of the Charge Ready Program. This Settlement Agreement is subject to the express limitation on precedent described in Section 8.

A. Guiding Principles

The Settling Parties agree that the following guiding principles will inform Charge Ready implementation. SCE will implement and evaluate the Charge Ready Pilot in accordance with these principles:

1. Support the Governor's and California state goals including:
 - a. Achieve installation of grid-integrated infrastructure to support 1 million zero emission vehicles by 2020;
 - b. Accelerate the adoption of 1.5 million zero emission vehicles by 2025;
 - c. Support clean air and climate change objectives.⁴
2. Support the acceleration of a competitive EV charging market and encourage innovation, while maintaining Market Neutral Customer Engagement;
3. Maintain customer choice;

⁴ For more detail, see SCE Opening Testimony, SCE-01, Vol. 1, at pp. 9-14.

4. Remove barriers to deploying EV charging;
5. Ensure Customer Participant Site Infrastructure is installed and maintained in safe working order;
6. Provide for management of EV load to support the grid in a manner that delivers benefits to SCE customers;
7. Evaluate Customer Participant strategies that provide EV drivers the opportunity to maximize fuel cost savings relative to conventional transportation fuels;
8. Manage program costs;
9. Provide representative data (e.g., by different Market Segments, across Disadvantaged Communities, load management strategies, and pricing models) to allow for meaningful evaluation and comparisons, and to inform Phase 2 and future EV policy;
10. Identify and incorporate best practices for future EV infrastructure deployment;
11. Support SCE's companywide Diversified Business Enterprise ("DBE") spending goal of 40 percent.
12. Provide services in line with legislative goals [e.g., Senate Bill 535 (de León, 2013) and Senate Bill 1275 (de León, 2014)] to serve disadvantaged communities and increase access to clean transportation.
13. Complement other utility clean energy programs and other non-utility programs, such as those being implemented pursuant to the Charge Ahead California Initiative established by Senate Bill 1275, which will build consumer demand for clean energy and clean vehicles.

B. Specific Modifications to Phase 1 of the Charge Ready Program

The Settling Parties agree to revise, as described below, provisions in SCE's Phase 1 proposal related to: the Rebate amount, ratemaking treatment of the Rebate, the Advisory Board, reporting, cost management, regulatory process, safety, load management, commitments in

Disadvantaged Communities, supplier diversity, vendor product and services representation, customer participants and participating sites, and application requirements and process. To the extent that components of SCE's Phase 1 proposal are not modified by this Settlement, the Settling Parties agree that Phase 1 provisions proposed in SCE's Application and supporting testimony are reasonable and appropriate, and therefore should be approved and implemented as proposed.

1. Rebate Amount

Rather than providing Customer Participants with charging station Rebates equivalent to 100% of the Base Cost,⁵ SCE will vary the amount of the Rebate, as a percentage of the Base Cost, by Market Segment and whether the site is located within a Disadvantaged Community. If a participating site falls within more than a single market segment, the Rebate will be based on the Dominant Market Segment, provided that sites located in Disadvantaged Communities will qualify for a rebate equal to 100%. The amount of the Rebate for Customer Participants in each market segment is established in the following table:

Table 4-1
Amount of Charging Station Rebate by Market Segment

<i>Market Segment</i>	<i>Amount of Charging Station Rebate</i>
Sites Located in Disadvantaged Communities	100% of Base Cost
Multi-Unit Dwellings	100% of Base Cost
Fleets	75% of Base Cost
Workplaces	50% of Base Cost
Destination Centers	25% of Base Cost

⁵ SCE-01, Vol. 2, at p. 9.

2. Ratemaking Treatment of Rebate

Rather than treating the Rebates as regulatory assets, the costs of which are recovered from customers over the life of the assets, SCE will treat the Rebates as expenses, the costs of which are recovered from customers in the year the expense is incurred.

3. Advisory Board

SCE will seek to ensure that its Charge Ready Advisory Board includes representatives from a diverse array of key constituents, including consumer advocates, environmentalists, EV drivers, the automotive industry, disadvantaged communities, labor and EV charging providers. SCE welcomes all relevant organizations and will solicit participation to ensure the Advisory Board reflects a balance of stakeholder representation. Information will be provided to the Advisory Board to facilitate understanding of the Program's progress and encourage effective dialogue on potential modifications to the Program. SCE will not take any material action regarding program design and implementation without consulting the Advisory Board.

4. Reporting

SCE will file and serve its proposed Pilot report to provide Phase 1 data and recommend any necessary changes to Phase 2⁶ after at least 9 months of program implementation and 1,000 charging station installations. This will ensure that Parties and the Commission have sufficient data to evaluate information learned through the Pilot before the approval of Phase 2.

Additionally, SCE will file quarterly reports and a final report after the Pilot has been completed. All reports will be filed with the Commission and served on parties to the proceeding for comment.

⁶ SCE-01, Vol. 2, at pp. 19-20.

Further, SCE will collaborate with the Charge Ready Advisory Board, ORA, TURN, and other stakeholders on the content of the Pilot report and criteria for Pilot evaluation. More detail on data collection and reporting can be found in Appendix A of this Settlement.

5. Cost Management

If SCE reaches the \$22 million Phase 1 budget cap without installing at least 1,000 charging stations, SCE must suspend program activities as soon as feasible and file a report with the Commission to reexamine the Pilot's underlying assumptions. Any projects that are partially constructed may be completed as necessary, but no new projects should commence. Any costs in excess of the budget cap shall be considered as part of the Phase 2 budget.

6. Regulatory Process

The Settling Parties acknowledge that SCE's Phase 1 Pilot may extend beyond one year to ensure sufficient data to evaluate the Pilot and inform Phase 2. Upon SCE's filing of its Pilot report, the Settling Parties request that the Commission set a prehearing conference to begin regulatory review of Phase 2. Parties recognize the importance of having a seamless transition between Phase 1 and Phase 2 of the Program, thus Phase 1 may continue until the Commission issues a final decision on Phase 2, subject to the limitation in Section 4.B.5.

7. Safety

SCE acknowledges that it is responsible for ensuring that Customer Participant Site Infrastructure is maintained in a manner that is safe for the public and utility employees. Accordingly, SCE will require that all construction, installation and maintenance of Customer Participant Site Infrastructure that is not performed by employees of SCE will be performed by contractor's signatory to the IBEW who hold a valid California C-10 contractor's license.

8. Load Management

EV load should be effectively managed to allow the State to meet both its renewable energy and zero-emission vehicle deployment goals. SCE will educate site hosts about time-of-use rates and other programs that encourage EV charging in a way that supports the electrical grid and will evaluate and compare different site host load management strategies, including whether price signals are being passed to the driver. If there is evidence that load is not being adequately managed to avoid adverse grid impacts from EV charging by Customer Participants, or that EV drivers who charge in a manner that avoids adverse grid impacts are not provided with the opportunity to realize fuel cost savings, or if charging is not leveraging available opportunities to integrate renewable energy, then SCE will consider program modifications, such as a more dynamic price signal seen by EV drivers, or other load management strategies, to be incorporated in Phase 2. Any load management strategies must be consistent with applicable law, including Public Utilities Code 216(i) and Decision 10-07-044.

Further, SCE agrees to create or have identified and adopted a Demand Response Program, as referenced in SCE-01, Vol. 2,⁷ within three years of this agreement being adopted by the Commission, subject to any necessary regulatory approvals including cost recovery. A Demand Response Program, once available, will be implemented as necessary to further the clean air, climate change, and load management objectives identified in Guiding Principles 1 and 6, above, and the off-peak charging and renewable energy benefits described in SCE-01, Vol. 1.⁸

9. Minimum Commitments in Disadvantaged Communities

SCE plans to deploy at least 10% of charging stations in Disadvantaged Communities as identified by Cal EPA's Enviroscreen tool developed pursuant to SB 535 (de León, 2013) and aims to scale up significantly in Phase 2 as informed by a study of consumer

⁷ See SCE-01, Vol. 2, at p. 14 and Appendix B, p. B-4.

⁸ See SCE-01, Vol. 1, at p. 23.

demand growth in disadvantaged communities that SCE will commission. To ensure a successful deployment in Disadvantaged Communities, SCE shall do the following:

1. Partner with stakeholders, including community-based organizations, to identify site locations and conduct effective outreach and education. This includes coordination with organizations in areas where charging stations are being deployed in order to ensure that outreach materials and activities are prepared in appropriate languages, are designed to reach and engage low- and moderate-income communities, and that this information is conveyed by organizations that are trusted in the communities.
2. SCE shall complement and coordinate with federal, state and locally funded programs, such as those being developed by the Air Resources Board pursuant to SB 1275, that are expected to grow the demand for EVs in Disadvantaged Communities (e.g., EV car-sharing services).

10. Supplier Diversity

SCE plans for the Charge Ready Program to support SCE's companywide Diversified Business Enterprise ("DBE") 40% diverse spending goal. Solicitations and contracts will contain a DBE subcontracting plan, which requires the bidder/contractor to list its expected annual DBE spend with respect to the Charge Ready Pilot and list any subcontractors it plans to use to achieve its DBE goal. Bidders will be requested to provide proposals in support of SCE's goal of achieving at least 40% diverse spend.

11. Vendor Product and Services Representation

Representatives of SCE and their agents shall apply Market Neutral Customer Engagement to Charge Ready Pilot-Specific Education and Outreach, Broad Market Education Campaign, TE Advisory Services, and any other educational, advisory or outreach activity.

12. Customer Participants and Participating Sites

Vendors and third party service providers qualified by SCE, in coordination with SCE's Business Customer Division and the Program Management Organization, may market the Pilot and submit applications for potential Customer Participants and Participating Sites to participate in the Pilot in any Market Segment. Customer Participants may designate a qualified vendor or third party to submit an application for participation in the Pilot on the Customer Participant's behalf, and otherwise act on their behalf for day-to-day activities in connection with the deployment of charging stations, provided that SCE will confirm all key decisions directly with Customer Participants. In particular, but without limitation, Customer Participants will be required to prepare, sign, and submit to SCE various forms and documents as part of the deployment process. SCE will not be required to "first engage" with Customer Participants or Participating Sites, and qualified vendors and third parties shall have the uninhibited opportunity to contact potential Customer Participants directly, both prior to and after SCE's contact with the Customer Participant or Participating Site. SCE retains all right to engage with potential Customer Participants, subject to maintaining Market Neutral Customer Engagement.

13. Application Requirements and Process

SCE must process, evaluate, and reply to all Customer Participants and Participating Site applications consistent with Market Neutral Customer Engagement. As part of the Pilot, SCE will track SCE customers that apply for the Program and the key factors that contributed to determining the number of stations approved for deployment at Participating Sites. SCE will also document the key factors contributing to rejecting applicants, if any. SCE will report and assess the foregoing in an aggregated and summarized form as part of the Pilot report and the final report, consistent with its obligations to maintain the confidentiality of customer information. SCE will also consider refining some of its eligibility criteria in Phase 2 based on these findings.

5. SIGNATURE DATE

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

6. 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 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 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 its participation from this Agreement through prompt notice to the other Settling Parties.

SCE may implement its Phase 1 program as proposed in this Settlement, effective immediately upon filing a Tier 1 advice letter after CPUC approval of the Settlement.

7. COMPROMISE OF DISPUTED CLAIMS

This Settlement Agreement represents a compromise of disputed claims among the Settling Parties. The Settling Parties have reached this Settlement Agreement after taking into account the possibility that each Settling 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.

8. 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.

9. PREVIOUS COMMUNICATIONS

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

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

11. NON-WAIVER

None of the provisions of this Settlement Agreement shall be considered waived by any Settling Party unless such waiver is given in writing. The failure of a Settling 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 its 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.

12. 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.

13. GOVERNING LAW

This Settlement Agreement shall be interpreted, governed and construed under the laws of the State of California, without account for its conflicts of laws principles, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

14. NUMBER OF ORIGINALS

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement binding on all the Parties hereto. Facsimile signatures shall be valid as original signatures. Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of the Settling Party represented and to bind such Settling Party to this Agreement.

[SIGNATURE PAGE FOLLOWS]

Executed this 7 day of July, 2015.
(day) (month)

SETTLING PARTY: Southern California Edison Company

BY: 

NAME: Caroline Choi

TITLE: Vice President, Energy & Environmental Policy

July 7, 2015

Executed this 7th day of July, 2015.
(day) (month)

SETTLING PARTY:

CALSTART, Inc.

BY:

John Boesel

NAME:

John Boesel

TITLE:

President and CEO

July 7, 2015

Executed this 8 day of July, 2015.
(day) (month)

SETTLING PARTY: California Energy Storage Alliance

BY: 

NAME: Janice Lin

TITLE: Executive Director

July 7, 2015

Executed this 8 day of July, 2015.
(day) (month)

SETTLING PARTY: ChargePoint, Inc.

BY: 


NAME: Colleen Quinn

TITLE: Vice President, Government Relations and Public Policy

July 7, 2015

Executed this 7th day of July, 2015.
(day) (month)

SETTLING PARTY: Coalition of California Utility Employees

BY: 

NAME: Marc D. Joseph

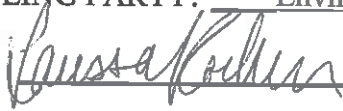
TITLE: Attorney for CCUE

July 7, 2015

Executed this 7th day of July, 2015.
(day) (month)

SETTLING PARTY: Environmental Defense Fund

BY:



NAME:

Larissa Koehler

TITLE:

Attorney, US Climate and Energy Program

July 7, 2015

Executed this 07 day of July, 2015.
(day) (month)

SETTLING PARTY: General Motors

BY: 

NAME: Alexander D. Keros

TITLE: Manager, Public Policy

Executed this 7 day of July, 2015.
(day) (month)

SETTLING PARTY: The Greenlining Institute

BY: 

NAME: Orson Aguilar

TITLE: Executive Director

July 7, 2015

Executed this 8 day of July, 2015.
(day) (month)

SETTLING PARTY: American Honda Motor Co., Inc.


BY: Steven Center

NAME: Steven Center

TITLE: Vice President, Environmental Business Development Office

Executed this 8 day of July, 2015.
(day) (month)

SETTLING PARTY: Natural Resources Defense Council

BY: 

NAME: Max Baumhofer

TITLE: Attorney, Clean Vehicles and Fuels

July 7, 2015

Executed this 8th day of July, 2015.
(day) (month)

SETTLING PARTY: NRG ENERGY, INC.

BY: 

NAME: Sean P. Beatty

TITLE: Regional General Counsel, West

Executed this 8th day of July, 2015

SETTLING PARTY: **OFFICE OF RATEPAYER ADVOCATES**

BY:



NAME:

LINDA SERIZAWA

TITLE:

Deputy Director

July 7, 2015

Executed this 8 day of July, 2015.
(day) (month)

SETTLING PARTY: Plug In America

BY: 

NAME: Jay Friedland

TITLE: Senior Policy Advisor

Settlement Agreement Resolving Phase 1 of SCE's Application
for Approval of its Charge Ready and Market Education Programs

July 7, 2015

Executed this 9th day of JULY, 2015.
(day) (month)

SETTLING PARTY: Sierra Club

BY: 

NAME: Joshua Stebbins

TITLE: Managing Attorney

Executed this 7 day of July, 2015.
(day) (month)

SETTLING PARTY: The Utility Reform Network (TURN)

BY: Elise Torres

NAME: Elise Torres

TITLE: Staff Attorney

July 7, 2015

Executed this 7th day of July, 2015.
(day) (month)

SETTLING PARTY: Vote Solar

BY: 

NAME: Jim Baak

TITLE: Program Director, Grid Integration

Appendix A

Data Collection and Reporting

Appendix A. Data Collection and Reporting

Quantitative and qualitative Data collected in the Charge Ready Program will be used in the quarterly and Pilot reports to provide details on the Pilot's status and activities, and an assessment of Phase 1 progress. The scope of data collection and reporting are subject to confidentiality, cost-effectiveness, and technical feasibility limitations, but generally SCE intends to share as much information as is reasonably possible with the Commission, Parties, and interested stakeholders. SCE will consider input from the Advisory Board to determine appropriate areas for data collection, analysis, and reporting. Categories and reporting requirements described herein are preliminary and SCE plans to engage stakeholders prior to (and during) Phase 1 to further develop data collection and reporting metrics.

Overall data collection and reporting for purposes of Phase 1 evaluation and assessment will focus on the following six categories:

1. Operations
2. Education and outreach
3. Customer actions and overall program satisfaction
4. EV charging load
5. Pricing models
6. Disadvantaged communities

SCE will collect certain transactional data (e.g., price per charging transaction, kWh supplied, time of transaction) for Level 2 EVSEs only. Data from Level 1 EVSE will be collected at the level of granularity possible. Additional data such as load management strategies, including pricing strategies, will be gathered by SCE through surveys of Customer Participants or other means.

Quarterly reports will include, but will not be limited to:

- Customer site host enrollment by Market Segment, including Disadvantaged Communities
- Progress on number of EVSEs installed by Market Segment, including Disadvantaged Communities, and other relevant metrics
- Description of sales/outreach by Market Segment, including Disadvantaged Communities
- Load management strategies, including prices paid by EV drivers and pricing strategies, employed by Customer Participants, including Disadvantaged Communities, if available
- Rate of achievement of supplier diversity objectives

In addition to the quarterly reports, the Pilot report (after nine months and 1,000 EVSEs) and final report will include, but will not be limited to:

- Utilization for Level 1 and Level 2 EVSEs by Market Segment, including Disadvantaged Communities
- Comparisons of different Customer Participant load profiles and load management strategies, including the use of price signals by Customer Participants to charging station users
- Information about charging station costs, level and type of preferred features, and rebate amount reserved or paid to date
- Conversion of EV charging hours into avoided greenhouse gases and identification of other grid benefits/implications as appropriate
- Insights learned by SCE about the effect of the program on the EVSE and EV market