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

Application of Pacific Gas and Electric Company  
To Revise Its Electric Marginal Costs, Revenue  
Allocation, and Rate Design.

Application No. 16-06-013  
(Filed: June 30, 2016)

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**MOTION OF PACIFIC GAS AND ELECTRIC COMPANY FOR ADOPTION OF  
DIRECT ACCESS AND COMMUNITY CHOICE AGGREGATION FEES  
SUPPLEMENTAL SETTLEMENT AGREEMENT**

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Attorneys for  
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Dated: October 9, 2017

**TABLE OF CONTENTS**

	<b>Page</b>
<b>MOTION OF PACIFIC GAS AND ELECTRIC COMPANY FOR ADOPTION OF DIRECT ACCESS AND COMMUNITY CHOICE AGGREGATION FEES SUPPLEMENTAL SETTLEMENT AGREEMENT</b>	
I. INTRODUCTION .....	1
II. PROCEDURAL HISTORY.....	1
III. SETTLEMENT TERMS .....	2
A. DA/CCA METER DATA MANAGEMENT AGENT (MDMA) AND BILLING SERVICE FEES.....	2
B. DA METER FEES .....	3
IV. TIMING OF RATE CHANGES.....	4
V. THE COMMISSION SHOULD ADOPT THE DA/CCA FEE SETTLEMENT AGREEMENT .....	4
A. Commission Policy Favors Settlements.....	4
B. The DA/CCA Fee Settlement Agreement is Supported by All Parties Who Served Testimony on DA/CCA Fee Issues.....	5
C. The DA/CCA Fee Settlement Agreement is Reasonable in Light of the Record as a Whole .....	5
D. The DA/CCA Fee Settlement Agreement is Consistent with Law.....	6
E. The DA/CCA Fee Settlement Agreement is in the Public Interest.....	6
F. The DA/CCA Fee Settlement Agreement is a Careful Balance of Interests Based on Agreed Compromise and Should Be Construed as an Integrated Whole.....	7
VI. CONCLUSION.....	7

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SUPPLEMENTAL SETTLEMENT AGREEMENT**

**I. INTRODUCTION**

Pursuant to Rule 11.1 of the California Public Utilities Commission's (Commission) Rules of Practice and Procedure, Pacific Gas and Electric Company (PG&E) submits this motion to request Commission approval of the Supplemental Settlement Agreement that resolves rate design issues relating to DA/CCA Fee rate design (DA/CCA Fee Settlement) attached hereto as Appendix 1.<sup>1/</sup> PG&E requests that the Commission issue its decision approving the DA/CCA Fee Settlement for implementation as early as possible in 2018. PG&E is authorized to state that the DA/CCA Fee Settling Parties identified in footnote 1 support this request.

For the reasons set forth below, the DA/CCA Fee Settlement Agreement is reasonable in light of the record as a whole, consistent with law, and in the public interest, and therefore should be adopted without modification.

**II. PROCEDURAL HISTORY**

The procedural and settlement history of this proceeding was set forth in PG&E's Motion for Approval of Settlement on E-CREDIT Rate Design issues in this proceeding, filed on October 9, 2017 (E-CREDIT Agreement), Section II of that Motion, and is incorporated herein by reference.

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<sup>1/</sup> The DA/CCA Fee Settling Parties are: the Energy Users' Forum (EUF), the Direct Access Customer Coalition (DACC), Marin Clean Energy (MCE), Sonoma Clean Power, and PG&E.

PG&E served its prepared testimony on DA/CCA Fee rate design issues on June 30, 2016 and updated that testimony on December 2, 2016. Responsive testimony on DA/CCA Fees was served by the Energy Users' Forum (EUF) and the Direct Access Customer Coalition (DACC) on March 15, 2017.

### **III. SETTLEMENT TERMS<sup>2/</sup>**

The DA/CCA Fee Settlement Agreement accompanying this motion is being filed, as a supplement to, the E-CREDIT Settlement Agreement filed concurrently on October 9, 2017. The DA/CCA Fee Settling Parties request that the DA/CCA Fee Settlement Agreement be consolidated with the E-CREDIT Fee Settlement for a bifurcated, early decision by the Commission in this GRC Phase II proceeding.

In the appended DA/CCA Fee Settlement, the parties agree that all testimony served prior to the date of this DA/CCA Fee Settlement Agreement that addresses the issues resolved by this DA/CCA Fee Settlement Agreement should be admitted into evidence without cross-examination by the DA/CCA Fee Settling Parties. The DA/CCA Fee Settling Parties believe that the DA/CCA Fee rate design issues that are resolved in this DA/CCA Fee Settlement Agreement are unopposed by any party.

The DA/CCA Fee Settlement Agreement sets forth the agreed upon DA/CCA Fees and tariff changes, which are summarized below. The recommended rates and tariffs resolved by and presented in the DA/CCA Fee Settlement Agreement are reasonable and should be adopted without modification.

#### **A. DA/CCA METER DATA MANAGEMENT AGENT (MDMA) AND BILLING SERVICE FEES**

The MDMA Fee is provided in Schedule E-ESP, Services for Energy Service Providers, and Schedule E-CCA, Services for Community Choice Aggregators. The DA/CCA Fee Settling

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<sup>2/</sup> This section summarizes the fundamental components of the DA/CCA Fee Settlement Agreement and necessarily simplifies some of the terms. To the extent that there is any conflict between the exact wording of the Settlement Agreement and this motion, the attached DA/CCA Fee Settlement Agreement should govern.

Parties agree that these rate schedules should be modified to revise the MDMA fee to equal \$0.14 per meter per month. The rate for the MDMA fee will remain unchanged until PG&E's next GRC Phase II proceeding for the services currently provided.

Two types of billing services are provided to DA and CCA providers for their unbundled customers: Bill-Ready and Rate-Ready billing services and associated fees are provided in Schedules E-CCA and E-ESP. The DA/CCA Fee Settling Parties agree that these rate schedules should be modified to revise the Rate-Ready and Bill-Ready billing service fees to equal \$0.21 per meter per month for either Rate-Ready or Bill-Ready services. The billing service fee for Bill-Ready and Rate-Ready billing services will remain unchanged until PG&E's next GRC Phase II proceeding.

In addition, with regard to billing services, the DA/CCA Settling Parties agree that Rule 22, Direct Access, and Rule 23, Community Choice Aggregation Service, should be updated to reflect the Rate-Ready rate options that will be billed under these two billing service options. The recommended changes to Rule 22 (Part K, Section 2b), and Rule 23 (Part P, Section 1b) are provided as *pro forma* red line tariffs attached to the DA/CCA Fees Settlement Agreement as Attachment I.

Finally, PG&E expects to have base functionality to enable the Rate Ready consolidated billing services option for non-TOU rate schedules by the first quarter of 2018. During the first half of the year, PG&E expects to begin implementation of Rate-Ready billing for Time-of-Use (TOU) rate schedules, with full implementation for TOU rate schedules anticipated by the end of the third quarter of 2018.

## **B. DA METER FEES**

Direct Access Meter Fees are provided in Schedule E-EUS, End User Service, and are applicable to DA service. The DA/CCA Fee Settling Parties agree that the meter service fees should be revised as part of this Settlement Agreement. A *pro forma* red line tariff including the revised meter fees with associated text changes is attached to the DA/CCA Fee Settlement

Agreement as Attachment 2. The DA/CCA Fee Settling Parties agree that Schedule E-EUS should be modified in accordance with the pro forma tariff. The meter fees in Schedule EUS will remain unchanged until PG&E's next GRC Phase II proceeding.

#### **IV. TIMING OF RATE CHANGES**

To the extent that any elements of this DA/CCA Fee Settlement Agreement will require employee training and/or changes to PG&E systems beyond those required for a normal change in rate value, these structural and system changes will be implemented by PG&E diligently as time permits in a manner consistent with smooth operation of the systems involved. The DA/CCA Settling Parties recognize that these changes could take several months to implement.

DA/CCA fee changes that are limited to rate value updates will generally require less time to implement than the structural and system changes. PG&E will prioritize implementation of these changes independently of the other settlements in its 2017 GRC II proceeding as appropriate.

#### **V. THE COMMISSION SHOULD ADOPT THE DA/CCA FEE SETTLEMENT AGREEMENT**

##### **A. Commission Policy Favors Settlements**

The Commission has a history of supporting settlement of disputes if they are fair and reasonable in light of the whole record.<sup>3/</sup> As the Commission has reiterated over the years, the "Commission favors settlement because they generally support 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."<sup>4/</sup> This strong public policy

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<sup>3/</sup> D.05-03-022, mimeo, pp. 7-8, *citing* D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d. 301, 326).

<sup>4/</sup> D.10-12-035, 2010 Cal PUC LEXIS 467 at \*87; *and see* D.05-03-022, mimeo, p. 8, *citing* D.92-12-019, 46 CPUC 2d 538, 553. *See also* D.10-12-051, 2010 Cal. PUC LEXIS 566 at \*55 (Commission decisions "express the strong public policy favoring settlement of disputes if they are fair and reasonable"); D.10-11-035, 2010 Cal. PUC LEXIS 495 at \*17 (the Commission's longstanding policy favoring settlement...reduces litigation expenses, conserves scarce Commission resources...) *and see* D.10-11-011, 2010 Cal. PUC LEXIS 533 at \*50 ("There is a strong public policy favoring the settlement of disputes to avoid costly and protracted litigation.")

favoring settlements weighs in favor of the Commission resisting the temptation to alter the results of the negotiation process. As long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest, it should be adopted.<sup>5/</sup>

Each portion of this DA/CCA Fee Settlement Agreement is dependent upon the other portions of that same agreement. Changes to one portion of the DA/CCA Fee Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes contained in the DA/CCA Fee Settlement Agreement. As such, the DA/CCA Fee PG&E requests that this DA/CCA Fee Settlement Agreement be adopted as a whole by the Commission, without modification.

**B. The DA/CCA Fee Settlement Agreement is Supported by All Parties Who Served Testimony on DA/CCA Fees Issues.**

The DA/CCA Fee Settlement Agreement is reasonable because the DA/CCA Fees Settling Parties represent all active parties who submitted testimony on the DA/CCA Fee rate design issues in this proceeding.<sup>6/</sup> In addition, the DA/CCA Fee Settling Parties fairly represent the interests of the parties affected by this DA/CCA Fee Settlement Agreement.

**C. The DA/CCA Fee Settlement Agreement is Reasonable in Light of the Record as a Whole.**

The Commission should adopt this DA/CCA Fee Settlement Agreement as reasonable in light of the entire record, as it represents reasonable compromises after careful review and discussion by all interested parties of the DA/CCA Fee rate design proposals discussed above, after incorporating appropriate revisions and updates. Prior to reaching this settlement, parties

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<sup>5/</sup> See, generally, D.05-03-022, mimeo, pp. 7-13.

<sup>6/</sup> Parties to the proceeding who did not sign this DA/CCA Fee Settlement Agreement, and did not serve testimony on DA/CCA Fee rate design issues, were aware of DA/CCA Fee settlement talks but did not indicate an interest in participating in the DA/CCA Fee settlement subgroup. Other parties, such as the Office of Ratepayer advocates participated in some of the settlement conference calls to track and understand the outcome of the negotiations, but indicated they did not oppose the Settlement. This situation – where the active parties who filed testimony on DA/CCA Fee rate design have signed the DA/CCA Fee Settlement Agreement – is adequate because, under Rule 12.1 of the CPUC’s Rules of Practice and Procedure, “settlements need not be joined by all parties.” Indeed the CPUC has approved settlements in PG&E’s 2011 and 2014 GRCs (approved in D. 11-05-047 and D.15-08-005 respectively) that included as signatories the subset of active parties who served testimony on that sub-issue in the proceeding.

served testimony on DA/CCA Fee rate design issues<sup>7/</sup> and conducted discovery thereon. The DA/CCA Fee Settling Parties' agreement represents reasonable compromises after careful review and discussion by all interested parties of the concerns regarding the DA/CCA Fee rate design presented in the parties' prepared testimony, after incorporating appropriate revisions and updates, as well as information obtained during discovery. This DA/CCA Fee Settlement Agreement was reached only after substantial give-and-take in arms-length negotiation, and after each party had made significant concessions to resolve issues in a manner that reflects a reasonable compromise of their litigation positions.<sup>8/</sup>

The prepared testimony submitted in this proceeding, this Motion, and the attached DA/CCA Fee Settlement Agreement, contains sufficient information for the Commission to judge the reasonableness of the DA/CCA Fee Settlement Agreement, and for the Commission to discharge any future regulatory obligations with respect to this matter.

**D. The DA/CCA Fee Settlement Agreement is Consistent with Law**

In addition, this DA/CCA Fee Settlement Agreement is consistent with current law, as it complies with all applicable statutes and prior Commission decisions. These include Public Utilities Code Section 451, which requires that utility rates must be just and reasonable.

**E. The DA/CCA Fee Settlement Agreement is in the Public Interest.**

Finally, the DA/CCA Fee Settlement Agreement is in the public interest. This agreement is a reasonable compromise of the Settling Parties' respective positions, and is in the public interest as well as in the interest of PG&E's customers. Resolution of the issues and their outcome was achieved through participation of Direct Access Customer Coalition (DACC), Energy Users' Forum (EUF), Marin Clean Energy (MCE), and Sonoma Clean Power (SCP) during five settlement conferences over the course of a two month period – resulting in a balanced settlement for all ratepayers. It fairly resolves issues and provides more certainty to

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<sup>7/</sup> See, e.g., the December 2, 2016 Updated Direct Testimony in Exhibits PG&E-8 (Chapters 1, 2, and 3) and all of PG&E-9; and the March 15, 2017 Prepared Direct Testimonies sponsored by EUF and DACC.

<sup>8/</sup> D.13-11-003, mimeo, pp. 6-7; D. 13-07-029, mimeo, pp. 7-8; D.13-12-045, mimeo, pp. 10-11.

DA and CCA providers regarding their present and future costs, which is in the public interest. The DA/CCA Fee Settlement Agreement, if adopted by the Commission, avoids the time expense and uncertainty associated with further litigating these issues,<sup>9/</sup> and frees up Commission resources for other proceedings (as well as other issues in this proceeding). Given that the Commission's workload is extensive, the impact on Commission resources is doubly important. This DA/CCA Fee Settlement Agreement frees up the time and resources of other parties as well, so that they may focus on other proceedings (or other issues in this proceeding) that impact their constituencies.

**F. The DA/CCA Fee Settlement Agreement is a Careful Balance of Interests Based on Agreed Compromise and Should Be Construed as an Integrated Whole.**

Each portion of the DA/CCA Fee Settlement Agreement is dependent upon the other portions of the agreement. Changes to one portion of the DA/CCA Fees Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes which are contained in the agreement. To accommodate the interests related to diverse issues, the compromises made by Settling Parties in one section of this DA/CCA Fee Settlement Agreement resulted in changes, concessions, or compromises by the Settling Parties in other sections. As such, the Settling Parties request that the DA/CCA Fee Settlement Agreement be adopted as a whole by the Commission, without modification, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

**VI. CONCLUSION**

For the reasons set forth above, the PG&E respectfully requests that the Commission:

1. Find the attached DA/CCA Fee Settlement Agreement to be reasonable in light of the whole record, consistent with law, and in the public interest;
2. Adopt the attached DA/CCA Fee Settlement Agreement without modification;

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<sup>9/</sup> D.13-11-003, mimeo, p. 8; D.13-12-045, mimeo, p. 12.

3. Authorize PG&E to implement the changes in rates set forth in this the DA/CCA Fee Settlement Agreement in accordance with its terms; and
4. Grant such other relief as is necessary and proper.

Respectfully submitted,  
GAIL L. SLOCUM  
RANDALL J. LITTENEKER  
SHIRLEY A. WOO

By: /s/ Gail L. Slocum  
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Attorneys for:  
Pacific Gas and Electric Company

Dated: October 9, 2017

# APPENDIX 1

**SUPPLEMENTAL SETTLEMENT AGREEMENT  
IN PG&E'S GENERAL RATE CASE PHASE II (APPLICATION 16-06-013) ON  
DIRECT ACCESS (DA)/COMMUNITY CHOICE AGGREGATION (CCA) FEE RATE  
DESIGN ISSUES**

**I. INTRODUCTION**

In accordance with Article 12 of the Rules of Practice and Procedure of the California Public Utilities Commission (CPUC), the parties to this DA/CCA Fee Settlement Agreement (DA/CCA Settling Parties, listed in Section II below) agree on a mutually acceptable outcome to all of the DA/CCA Fee rate design issues presented in Application (A.) 16-06-013, Application of Pacific Gas and Electric Company to Revise Its Electric Marginal Costs, Revenue Allocation, and Rate Design.<sup>1/</sup> The details of this Settlement Agreement are set forth herein.

This Settlement Agreement is a direct result of the Administrative Law Judges'<sup>2/</sup> and the Assigned Commissioner's<sup>3/</sup> facilitation for the active parties to meet and seek a workable compromise. Although the active parties held differing views on certain aspects of DA/CCA Fee rate design, they bargained earnestly and in good faith to seek a compromise and to develop this Settlement Agreement concerning DA/CCA Fee rate design (DA/CCA Fee Settlement Agreement), which is the product of arms-length negotiations among the Settling Parties on a number of disputed issues. These negotiations considered the interests of all active parties on DA/CCA Fee rate design issues; the resulting DA/CCA Fee Settlement Agreement addresses each of these issues in a fair and balanced manner.

The DA/CCA Fee Settling Parties crafted this DA/CCA Fee Settlement Agreement by mutually accepting concessions and trade-offs among themselves. Thus, the various elements and sections of this DA/CCA Fee Settlement Agreement are intimately interrelated, and should not be altered, as the DA/CCA Fee Settling Parties intend that the DA/CCA Fee Settlement Agreement be treated as a package solution that strives to balance and align the interests of each

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1/ DA/CCA Fee rate design was presented in PG&E's December 2, 2016 Updated and Amended Exhibit PGE-9, Volume 2, Appendix C, Revenue Cycle Service Fees.

2/ Originally this Application was assigned to ALJ McKinney. Subsequently, the CPUC reassigned this case to ALJs Cooke and Atamturk.

3/ The Assigned Commissioner for this proceeding is Commissioner Peterman.

party. Accordingly, the DA/CCA Fee Settling Parties respectfully request that the Commission approve each and every aspect of the DA/CCA Fee Settlement Agreement without modification. Any material change to this DA/CCA Fee Settlement Agreement shall render it null and void, unless all of the DA/CCA Fee Settling Parties agree in writing to such changes.

This DA/CCA Fee Settlement Agreement will be filed concurrently with the Settlement on E-CREDIT in A.16-06-013, no later than October 9, 2017 (E-CREDIT Settlement Agreement). This DA/CCA Fee Settlement Agreement resolves DA/CCA Fee rate design issues in this proceeding. The DA/CCA Fee Settling Parties request that the this DA/CCA Fee Settlement Agreement and the E-CREDIT Settlement Agreement be consolidated by the Commission for an early decision in this proceeding, without waiting for other settlements that will be filed later.

## **II. DA/CCA FEE SETTILING PARTIES**

The DA/CCA Fee Settling Parties are as follows<sup>4/</sup>:

- Direct Access Customer Coalition (DACC)
- Energy Users' Forum (EUF)
- Marin Clean Energy (MCE)
- Pacific Gas and Electric Company (PG&E)
- Sonoma Clean Power

## **III. DA/CCA FEE SETTLEMENT CONDITIONS**

This Settlement Agreement resolves the issues raised by the DA/CCA Fee Settling Parties in A.16-06-013 (PG&E's 2017 GRC Phase II) on DA/CCA Fee rate design, subject to the conditions set forth below:

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<sup>4/</sup> Although the following have not joined the DA/CCA Fee Settlement Agreement, they have, nonetheless, affirmatively indicated that they do not oppose the Agreement, as presented herein: Federal Executive Agencies (FEA) and Office of Ratepayer Advocates (ORA). Santa Clara has not expressed opposition to the settlement, but has not provided an affirmative statement of non-opposition,

1. This DA/CCA Fee Settlement Agreement embodies the entire understanding and agreement of the DA/CCA Fee Settling Parties with respect to the matters described, and it supersedes prior oral or written agreements, principles, negotiations, statements, representations, or understandings among the DA/CCA Fee Settling Parties with respect to those matters.
2. This DA/CCA Fee Settlement Agreement represents a negotiated compromise among the DA/CCA Fee Settling Parties' respective litigation positions on the matters described, and the DA/CCA Fee Settling Parties have assented to the terms of this DA/CCA Fee Settlement Agreement only to arrive at the agreement embodied herein. Nothing contained in this DA/CCA Fee Settlement Agreement should be considered an admission of, acceptance of, agreement to, or endorsement of any disputed fact, principle, or position previously presented by any of the DA/CCA Fee Settling Parties on these matters in this proceeding.
3. This DA/CCA Fee Settlement Agreement does not constitute and should not be used as a precedent regarding any principle or issue in this proceeding or in any future proceeding.
4. The DA/CCA Fee Settling Parties agree that this DA/CCA Fee Settlement Agreement is reasonable in light of the testimony submitted, consistent with law, and in the public interest.
5. The DA/CCA Fee Settling Parties agree that the language in all provisions of this DA/CCA Fee Settlement Agreement shall be construed according to its fair meaning and not for or against any Settling Party because that Settling Party or its counsel or advocate drafted the provision.
6. The DA/CCA Fee Settling Parties agree that the DA/CCA Fee Settlement Agreement addresses all issues with regard to DA/CCA Fee rate design.
7. This DA/CCA Fee Settlement Agreement may be amended or changed only by a written agreement signed by the DA/CCA Fee Settling Parties.

8. The DA/CCA Fee Settling Parties shall jointly request Commission approval of this DA/CCA Fee Settlement Agreement and shall actively support its prompt approval. Active support shall include written and oral testimony if testimony is required, briefing if briefing is required, comments and reply comments on the proposed decision,<sup>5/</sup> advocacy to Commissioners and their advisors as needed, and other appropriate means as needed to obtain the requested approval.
9. The DA/CCA Fee Settling Parties intend that the terms of the DA/CCA Fee Settlement Agreement are to be interpreted and treated as a unified, integrated agreement. In the event the Commission rejects or modifies any portion of this DA/CCA Fee Settlement Agreement, DA/CCA Fee Settling Parties reserve their rights under CPUC Rule 12.4, and the DA/CCA Fee Settlement Agreement should not be admitted into evidence in this or any other proceeding.

#### **IV. PROCEDURAL AND SETTLEMENT HISTORY**

The procedural and settlement history of this proceeding (A.16-06-013) is set forth in Section II of the E-CREDIT Rate Design Settlement Agreement, filed in this proceeding on October 9, 2017. It is incorporated herein by reference. Testimony on DA/CCA Fee rate design issues was served by PG&E on June 30, 2016, and updated on December 2, 2016. Responsive testimony on DA/CCA Fees was served by EUF and DACC on March 15, 2017.

#### **V. SETTLEMENT TERMS**

##### **A. General Terms**

Considering and both recognizing and compromising the litigation positions taken by the individual parties, the DA/CCA Fee Settling Parties agree to the rate design features set forth in this DA/CCA Fee Settlement Agreement. The rate design proposals presented in the DA/CCA

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<sup>5/</sup> Any oral and written testimony or briefing that might be required by the CPUC, or comments on a Proposed Decision, may be prepared and submitted jointly by parties whose interests are similar.

Fee Settlement Agreement are reasonable in light of the entire record in this proceeding, and reflect a fair and balanced compromise among the DA/CCA Fee Settling Parties.

The DA/CCA Fee Settling Parties agree that all testimony served prior to the date of this DA/CCA Fee Settlement Agreement that addresses the issues resolved by this DA/CCA Fee Settlement Agreement should be admitted into evidence without cross-examination by the DA/CCA Fee Settling Parties. The DA/CCA Fee Settling Parties further agree that this DA/CCA Fee Settlement Agreement resolves all DA/CCA Fee rate design issues in A.16-06-013, issues which are not being resolved through other settlement conferences in this proceeding. The DA/CCA Fee Settling Parties request that the DA/CCA Fee Settlement Agreement be consolidated with the E-CREDIT Settlement for an early decision by the Commission without waiting for other settlements or resolutions of other issues in this proceeding. The DA/CCA Fee Settling Parties further state that they believe the subset of DA/CCA Fee rate design issues being resolved in this DA/CCA Fee Settlement Agreement are unopposed by any party.

**B. DA/CCA Meter Data Management Agent (MDMA) and Billing Service Fees**

The MDMA Fee is provided in Schedule E-ESP, Services for Energy Service Providers, and Schedule E-CCA, Services for Community Choice Aggregators. The DA/CCA Fee Settling Parties agree that these rate schedules should be modified to revise the MDMA fee to equal \$0.14 per meter per month. The rate for the MDMA fee will remain unchanged until PG&E's next GRC Phase II proceeding for the services currently provided.

Two types of billing services are provided to DA and CCA providers. Bill-Ready and Rate-Ready billing services and associated fees are provided in Schedules E-CCA and E-ESP. The DA/CCA Fee Settling Parties agree that these rate schedules should be modified to revise the Rate-Ready and Bill-Ready billing service fees to equal \$0.21 per meter per month for either Rate-Ready or Bill-Ready services. The billing service fee for Bill-Ready and Rate-Ready billing services will remain unchanged until PG&E's next GRC Phase II proceeding.

In addition, with regard to billing services, the DA/CCA Settling Parties agree that Rule 22, Direct Access, and Rule 23, Community Choice Aggregation Service, should be updated to reflect the Rate-Ready rate options that will be billed under these two billing service options. The agreed-upon changes to Rule 22 (Part K, Section 2b, sheet 34), and Rule 23 (Part P, Section 1b, sheet 36) are provided as Attachment 1 to this DA/CCA Fees Settlement Agreement.

Finally, PG&E expects to have base functionality to enable the Rate Ready consolidated billing services option for non-TOU rate schedules by the first quarter of 2018. During the first half of the year, PG&E expects to begin implementation of Rate-Ready billing for Time-of-Use (TOU) rate schedules, with full implementation for TOU rate schedules anticipated by the end of the third quarter of 2018.

#### **C. DA Meter Fees**

Direct Access Meter Fees are provided in Schedule E-EUS, End User Service, and are applicable to DA service. The DA/CCA Fee Settling Parties agree that the meter service fees should be revised as part of this Settlement Agreement. The revisions to Schedule E-EUS, including the revised meter fees with associated text changes, is provided as Attachment 2 to this DA/CCA Fee Settlement Agreement. The DA/CCA Fee Settling Parties agree that Schedule E-EUS should be modified in accordance with the revised Schedule E-EUS. The meter fees in Schedule EUS will remain unchanged until PG&E's next GRC Phase II proceeding.

#### **VI. TIMING OF RATE CHANGES**

To the extent that any elements of this DA/CCA Settlement Agreement will require employee training and/or changes to PG&E systems beyond those required for a normal change in rate value, these structural and system changes will be implemented by PG&E diligently as time permits, in a manner consistent with smooth operations of the systems involved. The DA/CCA Fee Settling Parties recognize that these changes could take several months to implement.

DA/CCA fee changes that are limited to rate value updates will generally require less time to implement than the structural and system changes. PG&E will prioritize implementation of these changes independently of the other settlements in its 2017 GRC II proceeding as appropriate.

## **VII. SETTLEMENT EXECUTION**

This DA/CCA Fee Settlement Agreement may be executed in separate counterparts by different DA/CCA Fee Settling Parties hereto and all so executed will be binding and have the same effect as if all the DA/CCA Fee Settling Parties had signed one and the same document. Each such counterpart will be deemed to be an original, but all of which together shall constitute one and the same instrument, notwithstanding that the signatures of all the DA/CCA Fee Settling Parties do not appear on the same page of this DA/CCA Fee Settlement Agreement. This DA/CCA Fee Settlement Agreement shall become effective among the DA/CCA Fee Settling Parties on the date the last Settling Party executes the DA/CCA Fee Settlement Agreement, as indicated below. In witness whereof and intending to be legally bound by the Terms and Conditions of this DA/CCA Fee Settlement Agreement as stated above, the DA/CCA Fee Settling Parties duly execute this DA/CCA Fee Settlement Agreement on behalf of the DA/CCA Fee Settling Parties they represent, as follows:

The undersigned represent that they are authorized to sign on behalf of the Party represented, for the purposes of this 2017 GRC Phase II DA/CCA Fee Settlement Agreement.

Direct Access Customer Coalition


By: *Daniel W. Boyfasc*

Title: Counsel for DACC

Date: October 9, 2017

The undersigned represent that they are authorized to sign on behalf of the Party represented, for the purposes of this 2017 GRC Phase II DA/CCA Fee Settlement Agreement.

Energy Users Forum

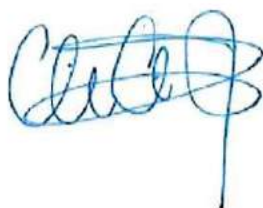
By:   
Carolyn M. Kehrein

Title: Consultant

Date: October 9, 2017

The undersigned represent that they are authorized to sign on behalf of the Party represented, for the purposes of this 2017 GRC Phase II DA/CCA Fee Settlement Agreement.

Marin Clean Energy

A handwritten signature in blue ink, appearing to be 'C.C. Song', written over a horizontal line.

By: \_\_\_\_\_  
C.C. Song

Title: Senior Policy Analyst

Date: October 9, 2017

The undersigned represent that they are authorized to sign on behalf of the Party represented, for the purposes of this 2017 GRC Phase II DA/CCA Fee Settlement Agreement.

Pacific Gas and Electric Company

By: 

Title: Chief Counsel - Rate Making

Date: 10/9/17

The undersigned represent that they are authorized to sign on behalf of the Party represented, for the purposes of this 2017 GRC Phase II DA/CCA Fee Settlement Agreement.

Sonoma Clean Power

By: Neal M. Reardon  
Neal M. Reardon

Title: Manager, Regulatory Affairs

Date: Oct. 9<sup>th</sup> 2017

**SUPPLEMENTAL SETTLEMENT AGREEMENT  
IN PG&E'S GENERAL RATE CASE PHASE II (APPLICATION 16-06-013) ON  
DIRECT ACCESS (DA)/COMMUNITY CHOICE AGGREGATION (CCA) FEE RATE  
DESIGN ISSUES**

**ATTACHMENT 1  
Revisions to Electric Rules 22 and 23**

In strike-out font for deletions and italicized, red font for additions



**ELECTRIC RULE NO. 22  
DIRECT ACCESS**

Sheet 34

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

2. Consolidated PG&E Billing (Cont'd.)

b. Rate Ready PG&E Consolidated Billing (Cont'd.)

1) PG&E Obligations (Cont'd.)

d) PG&E charges will be based on PG&E's electric service, PG&E's natural gas service, the customer's usage and the applicable PG&E rate schedules. The ESP's electric and natural gas charges will be based on the rates and charges by ESP and on the customer's electric and natural gas usage. Unless otherwise agreed, the terms and conditions stated in this rule will apply to the consolidated gas and electric billing service.

2) ESP Obligations

a) ESP must ~~select~~ *identify* for each Service Account *the ESP rate option for its electric supply services which has the same structure as the service account's applicable PG&E electric rate structure (excluding event based rate elements). The ESP rate must be applied to the same tier and Time-of-Use periods as applied by PG&E for the Customer. For example:*

• *For a Customer on a PG&E non-TOU rate, the ESP must apply its rate for a Customer's service account with a 1-tier price per kWh, i.e. a flat rate structure, one of four (4) rate options for its Electric Supply services and one of the first three (3) for its natural gas aggregation services:*

- ~~a non-volumetric fixed price (lump-sum)~~
- ~~a 1-tier price per kWh or therms~~
- ~~a 2-tier price per kWh or therms~~

• *For a Customer on a PG&E TOU rate, the ESP must apply its rate(s) for a Customer's service account with a TOU rate option that uses the same TOU a time-of-use rate option (charges for time-of-use (TOU)-periods as specified in PG&E's applicable TOU schedule for the DA Customer.)*

b) Each submission of rate schedules by ESP should clearly identify which Service Accounts those schedules will apply to. ESP shall pay the charges set forth in the utility's electric rate schedules for

(L)

(Continued)



**ELECTRIC RULE NO. 22  
DIRECT ACCESS**

Sheet 34

each change of rate schedules by the ESP.

(Continued)

<i>Advice</i>	3983-E	<i>Issued by</i>	<i>Date Filed</i>	<u>December 29, 2011</u>
<i>Decision</i>	11-12-018	<b>Robert S. Kenney</b>	<i>Effective</i>	<u>June 27, 2013</u>
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	<u>E-4591</u>



**ELECTRIC RULE NO. 23**  
**COMMUNITY CHOICE AGGREGATION SERVICE**

Sheet 36

P. BILLING SERVICE OBLIGATIONS (Cont'd.)

(L)

1. Introduction (Cont'd.)

b. Rate Ready PG&E Consolidated Billing

(1) PG&E Obligations

- (a) PG&E shall calculate the CCA's charges based on the Customer's usage and the rates submitted to PG&E by the CCA. PG&E shall calculate the CCA's charges under this billing option using the CCA's rate schedules and the same meter data used to calculate the utility's charges. PG&E shall calculate the utility users tax for both PG&E and CCA charges.
- (b) If billing quality meter data is not available, PG&E may (i) send out an estimated bill for its services and the CCA's services in accordance with PG&E's applicable rules or (ii) hold its bill.
- (c) PG&E charges shall be based on PG&E's electric service, PG&E's natural gas service, the customer's electric and natural gas usage and the applicable PG&E rate schedules. The CCA's electric charges shall be based on the rates and charges by CCA and on the customer's electric usage. Unless otherwise agreed, the terms and conditions stated in this Rule shall apply to the consolidated gas and electric billing service.

(2) CCA Obligations

(a) CCA must ~~identify~~ ~~select~~ for each service account *the CCA rate option for its electric supply services which has the same structure as the service account's applicable PG&E electric rate structure (excluding event based rate elements). The CCA rate must be applied to the same tier and Time-of-Use periods as applied by PG&E for the Customer. For example::*

- *For a Customer on a PG&E non-TOU rate, the CCA must apply its rate for a Customer's service account with a 1-tier price per kWh, i.e. a flat rate structure, ~~one of four (4) rate options~~ for its electric supply services:*

- ~~a non-volumetric fixed price (lump sum);~~
- a 1-tier price per kWh;
- a 2-tier price per kWh; and

(L)

(Continued)



**ELECTRIC RULE NO. 23**  
**COMMUNITY CHOICE AGGREGATION SERVICE**

Sheet 36

- For a Customer on a PG&E TOU rate, the CCA must apply its rate(s) for a Customer's service account with a TOU rate option that uses the same TOU ~~a time-of-use rate option~~ (charges for ~~time-of-use (TOU)~~ periods as specified in PG&E's applicable TOU schedule for the Customer).

(Continued)

Advice Decision 3984-E

Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Date Filed	December 29, 2011
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Resolution	

**SUPPLEMENTAL SETTLEMENT AGREEMENT  
IN PG&E'S GENERAL RATE CASE PHASE II (APPLICATION 16-06-013) ON  
DIRECT ACCESS (DA)/COMMUNITY CHOICE AGGREGATION (CCA) FEE RATE  
DESIGN ISSUES**

**ATTACHMENT 2**  
Revisions to Schedule E-EUS

In strike-out font for deletions and italicized, red font for additions



**ELECTRIC SCHEDULE E-EUS  
END USER SERVICE**

Sheet 1

APPLICABILITY: This schedule applies to any Customer electing Direct Access (DA) or Hourly Pricing Option, as defined in electric Rule 1 and Rule 22.

TERRITORY: The entire PG&E service territory.

RATES: If PG&E performs any metering service for an *Electric Service Provider (ESP)* or Customer pursuant to Rule 22, the following charges shall apply:

- 1. Interval Meter ..... ~~Cost~~ *Special Facility Fee per Rule 2*
- 2. Per-Event *Field* Metering Service Charges

- a. Metering Service Base Charge, per meter..... ~~\$189.01~~ *\$300.00* (I)

This charge is incurred by the customer when PG&E goes to the *a meter location* to perform a DA metering service activity(ies) *but is unable to perform the metering service due to lack of access or for other reasons beyond PG&E's control.* ~~Any PG&E Meter Service Charges listed below that are incurred by the customer while PG&E is at the meter are added to this Metering Service Base Charge.~~

Metering Service Charges:

- b. Meter Installation, per meter..... ~~\$210.02~~ *\$500.00* (I)

This charge is incurred by the customer each time PG&E installs an *ESP or Customer owned* interval meter. This rate includes costs for the installation of the interval meter. This service does not include the interval meter cost, metering transformer material and installation cost, telecommunications equipment, installation or service costs. ~~Meter removal, testing, and programming charges, described below, would also be charged for a typical meter installation.~~

- c. Meter Removal, per meter..... ~~\$94.51~~ *\$400.00* (I)

This charge is incurred by the customer each time PG&E removes an *ESP or Customer owned* interval meter or a meter to be replaced by the interval meter. It includes costs for removal and processing of the existing meter. (I)

- d. Meter Test, per meter ..... ~~\$126.01~~ *\$400.00* (I)

This charge is incurred by the customer when PG&E tests the *ESP or Customer owned* interval meter. (I)

- e. Meter Programming, per meter ..... ~~\$52.51~~ *\$350.00* (I)

This charge is incurred by the customer when PG&E programs the *ESP or Customer owned* interval meter. (I)

- f. Meter Battery Change, per meter..... ~~\$63.00~~ *\$350.00*

This charge is incurred by the customer when PG&E replaces the *ESP or Customer owned* interval meter battery.

(Continued)

Advice XXXX-E  
Decision XX-XX-XXX

Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



ELECTRIC SCHEDULE E-EUS END USER SERVICE

Sheet 2

RATES: (Cont'd.)

2. Per-Event Metering Service Charges (Cont'd.)

g. Metering Inspection, per meter ..... \$115.52 \$350.00 (I)

This charge is incurred by the customer each time PG&E is only required to inspect the ESP or Customer owned interval metering facility for issues or approval. (I)

h. Metering Services Hourly Labor Rate ..... \$136.64 \$350.00

Metering services performed by PG&E which are not covered by the above service charges or any other PG&E fees or contracts will be charged this hourly rate, plus the Metering Service Base Charge described above, plus materials costs.

3. Per-Event Project Management Support,

a. Administrative Support (No Field Work), per request ..... \$75.00

b. Field Metering Service Support, per request ..... \$360.00

c. Removal of ESP or Customer-owned Meter, per request ..... \$535.00

d. Installation of ESP or Customer-owned meter/customer meter panel upgrade, per request \$1,075.00

4. Application of Per-Event and Per Request Metering Service Charges:

When PG&E performs any of the above services in this rate Schedule, the applicable Field Metering Service Base Charge and applicable Project Management Support service charge(s) would apply. For example, if an interval meter malfunctions and requires repair and testing of the meter, reprogramming; the customer would incur the Metering Service Base Charge, Meter Programming Charge and Unscheduled Metering Maintenance Charge, and the Meter Test Charge Field Metering Service Support Charge would apply.

Once the customer has communicated to PG&E that the interval meter site is ready for interval meter installation, if the interval meter site is not prepared at the time PG&E attempts to perform the interval meter installation, the customer will be charged the Metering Service Base Charge and the Field Metering Inspection Service Support Charge.

If conditions at the DA meter site require an exceptional amount of material and/or time to perform meter services work activities outside of the standard metering services listed above, the customer will be charged for the additional material cost and the hourly rate for the additional time on a time and materials basis using the Metering Services Hourly Labor Rate. In addition, the Field Metering Service Support Charge will be applied.

DA customers who purchase already-in-place PG&E-owned DA capable metering facilities will be required to pay the interval meter cost, the charges associated with meter installation, and labor and materials cost for any other components of the interval metering facility.

(Continued)

Advice XXXX-E Decision XX-XX-XXX

Issued by Robert S. Kenney Vice President, Regulatory Affairs

Date Filed Effective Resolution



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**Pacific Gas and Electric Company<sup>®</sup>**

*San Francisco, California*

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

**ELECTRIC SCHEDULE E-EUS  
END USER SERVICE**

Sheet 2

(Continued)

Advice  
Decision

XXXX-E  
XX-XX-XXX

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Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



**ELECTRIC SCHEDULE E-EUS  
END USER SERVICE**

Sheet 3

RATES: (Cont'd.)

(D)

(D)

3. CONSUMPTION DATA

(T)

If PG&E provides historical Service Account-specific consumption data pursuant to Rule 22, the following charges shall apply:

per account per request .....free up to two (2) times per year,  
.....\$40 per request per service thereafter