

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

**Agenda ID: 19406
RESOLUTION E-5147
May 20, 2021**

R E S O L U T I O N

Resolution E-5147 Pacific Gas & Electric, Southern California Edison and San Diego Gas & Electric request approval for site-host ownership rebate amounts to comply with Decision 19-11-017 and Assembly Bill 1082.

PROPOSED OUTCOME:

- This resolution finds that Pacific Gas and Electric's, Southern California Edison's and San Diego Gas & Electric's proposed site-host ownership rebate amounts are reasonable, with modifications, and are in compliance with Decision 19-11-017.

SAFETY CONSIDERATIONS:

- There are no safety considerations associated with this resolution.

ESTIMATED COST:

- There are no costs impacts associated with this resolution.

By Advice Letter 3551-E filed on June 17, 2020, Advice Letter 4286-E filed September 9, 2020, and Advice Letter 5993-E filed November 5, 2020.

SUMMARY

Pacific Gas and Electric's, Southern California Edison's and San Diego Gas & Electric's requested site-host ownership rebate models for their School Pilot Programs are reasonable,

comply with the requirements established in D.19-11-017 and are approved with modifications.

On November 5, 2020, Pacific Gas and Electric (PG&E) filed Advice Letter (AL) 5993-E, while Southern California Edison (SCE) filed Advice Letter (AL) 4286-E on September 9, 2020, and San Diego Gas & Electric (SDG&E) filed AL 3551-E on June 27, 2020, requesting approval of their School Pilot Program's (AB 1082 program) site-host Electric Vehicle Supply Equipment (EVSE) ownership rebate design and amount, pursuant to Ordering Paragraph (OP) 26 of Decision (D.) 19-11-017. This decision approved PG&E's, SCE's and SDG&E's (*collectively*, the IOUs) transportation electrification pilot programs pursuant to Assembly Bills (AB) 1082 and AB 1083 (Burke, 2017). Through these pilots, the IOUs will install electric vehicle (EV) charging infrastructure at schools, and state parks and beaches. The pilot programs will provide information regarding site-hosts' preferences for ownership of the EVSE. Through D.19-11-017, the CPUC authorized PG&E, SCE, and SDG&E to offer customers the unbiased choice of two EVSE ownership options, 1) site-host ownership, and 2) utility-ownership.

This resolution approves, with modifications, PG&E's, SCE's and SDG&E's proposed site-host ownership EVSE rebate designs and amounts. The proposed rebates will provide customers participating in the IOUs' School Pilot Programs with a non-biased option for utility or site-host EVSE ownership. The modifications required by this Resolution include: 1) the IOUs must require site-hosts receiving a rebate to agree to submit the initial and any subsequently paid invoice or sales receipt as they are signed to the utility, 2) the IOUs must notify all qualified Electric Vehicle Service Providers that if instances of price manipulation are suspected, the Commission's Energy Division will review the submitted paid invoices and sale receipts from participating site-hosts that opt for Electric Vehicle Supply Equipment ownership, and 3) SDG&E must also cap the rebate at the amount approved in this Resolution and modify their customer agreement language to certify that the rebate will not exceed 100 percent of the equipment and ongoing services cost.

Approval of this resolution permits PG&E, SCE, and SDG&E to offer participating site-hosts the option to own the EVSE in the utilities' School Pilot Programs.

BACKGROUND

AB 1082 authorized California's investor-owned utilities (IOU) to file pilot program proposals with the CPUC to install electric vehicle charging infrastructure at schools and educational facilities. The CPUC authorized PG&E, SCE and SDG&E to implement pilots pursuant to AB 1082 through D.19-11-017, which approved \$5.76 million, \$9.89 million, and \$9.9 million, for PG&E, SCE and SDG&E to install EV charging infrastructure at schools and educational

facilities.¹ PG&E received approval to install up to 132 L2 level two charge ports at 22 public school campuses, SCE was authorized to install up to 250 level one (L1) and L2 charge ports at 40 K-12 schools, and SDG&E was authorized to install 184 L2 charge ports and 12 DC Fast Chargers (DCFC) across 30 Educational Institutions.

While PG&E's and SCE's applications offered customers the choice between site-host and utility ownership of the EVSE, SDG&E requested to own all of the EVSE installed. The CPUC ultimately required SDG&E to also offer a site-host ownership option, consistent with party recommendations in the proceeding.

Parties raised concerns that the IOUs' proposed rebate did not provide an equal value to IOU ownership of the EVSE, resulting in a structural bias to customer's selecting IOU ownership. The Utility Reform Network (TURN) identified in their Opening Briefs that the cause of the structural bias was the costs of maintenance and networking fees being included in IOU ownership but not in the site-host ownership rebate. Using SCE's cost breakdown that compares ownership to customer ownership, which is presented in Table 1, TURN showed that the up-front value of customer ownership is \$1,109 more expensive than IOU ownership, which is then further exacerbated once the annual maintenance and networking fees are applied throughout the expected life of the EVSE.² Each site-host opting to own the EVSE would have to pay an additional \$17,728³ in fees compared to the one-time \$3,636 participation fee⁴ for SCE ownership.

Table 1: SCE's AB 1082 EVSE Ownership Cost Comparison

	Customer Cost per Port (SCE Ownership)	Customer Cost per Port (Customer Ownership)
Charging Station Cost	N/A	\$3,304
Charging Station Installation	N/A	\$514
Charging Station Rebate	N/A	up to \$2,000
Participation Payment	\$1,818 (one-time fee)	N/A
Charging Station Subtotal	\$1,818	\$1,818
Software	N/A	\$440
Full Service Operation	N/A	\$268
Cellular	N/A	\$27
Maintenance	N/A	\$200
Transactions	N/A	\$173

¹ D.19-11-017 approved a total of \$54.5 million for PG&E, SCE, SDG&E, and Liberty to implement similar TE pilot programs in pursuant to AB 1082 (schools) and AB 1083 (parks).

² The analysis assumed the expected life of EVSE is eight years.

³ Assuming the average site has two EVSE ports installed, as D.19-11-017 encouraged the IOUs to install at least two ports per site.

⁴ The participation fee assumed a cost of \$1,818 per port and a minimum of two ports per site.

O&M Subtotal per port per Year	N/A	\$1,108
Total Cost Year 1	\$1,818	\$2,927

PG&E's proposed rebate design was similar to SCE's. Their proposal offered a rebate to cover the base cost of a L2 charger but required the site-host to be fully responsible for the cost of maintenance and networking fees.⁵ A site-host opting to let PG&E own the EVSE will be responsible for a one-time per port participation payment equal to the difference between the cost of the purchased EVSE less the base cost of the EVSE as calculated by PG&E.⁶

The Commission agreed with parties' arguments that the IOUs' EVSE ownership options created an anticompetitive atmosphere that discriminates against both participants that prefer the site-host ownership option as well as suppliers seeking to supply the site-host owners. To resolve this biased choice, the CPUC required the IOUs to offer an EVSE rebate that included the full costs of the equipment, plus all ongoing networking and maintenance fees to align with the ratepayer funded services included under the IOU ownership option.⁷

The CPUC directed the IOUs to consult with their Program Advisory Councils (PAC) to design their non-biased rebates. Once their PACs were consulted, the IOUs were required to file Tier 3 ALs prior to implementing their programs to set their site-host rebate amount.⁸ At a minimum, the IOUs were required to include in the ALs: 1) the costs for the EVSE and the associated maintenance and network fees, 2) terms for how the rebate will be issued, including the frequency of reoccurring payment, 3) how the costs will be tracked, 4) how the rebate will be distributed, and 5) the feasibility of scaling the rebate system for a larger program.

PG&E presented the rebate design and amount with its PAC on January 29, 2020, and again on October 28, 2020. SCE presented its proposed rebate approach to its PAC on December 13, 2019, and February 6, 2020. SDG&E consulted their PAC on the proposed rebate structure on April 7, 2020. SDG&E's meeting was held while their Request for Qualification (RFQ) was still ongoing,⁹ which prevented the PAC from discussing specific rebate amounts. However, SDG&E introduced how they would calculate the rebate amount, the frequency of payments, how they would distribute the rebate, and the feasibility of scaling the rebate for a larger program.

⁵ From PG&E's AB 1082 program workpapers, the estimate cost for maintenance and networking fees is \$542 per port per year.

⁶ PG&E Testimony at 27-30.

⁷ See D.19-11-017 at 46.

⁸ See OP 26, D.19-11-017.

⁹ SDG&E launched their RFQ to qualify EVSEs for its Schools Pilot Program and Parks Pilot Program in March 2020. The RFQ sought to obtain market pricing to inform SDG&E's design of the EVSE rebate value.

On June 17, 2020, SDG&E filed AL 3551-E requesting the Commission's approval of the proposed EVSE rebate. SCE filed AL 4286-E on September 7, 2020, and PG&E filed AL 5993-E on November 5, 2020, to propose their rebate designs and amounts.

NOTICE

Notice of PG&E's AL 5993-E, SDG&E's AL 3551-E, and SCE's AL 4286-E were made by publication in the Commission's Daily Calendar. PG&E, SCE and SDG&E state that a copy of the AL was mailed and distributed in accordance with Section 4 of General Order 96-B.

PROTESTS

There were no protests on PG&E's AL 5993-E, SCE's AL 4286-E, or SDG&E's AL 3551-E.

DISCUSSION

Energy Division evaluated PG&E's, SCE's and SDG&E's proposed rebates and determined that, with modifications, the proposals are reasonable.

The IOUs' proposed Schools Pilot Program rebate designs are presented in Tables 2-4. All three IOUs categorize the EVSE rebate by the different power levels (L2 vs DCFC), and the number of charge ports (one vs two). Each IOU also lists the capped rebate amount for the equipment, maintenance, and network service. While SDG&E's proposal combines the maintenance and warranty costs into one category, PG&E's and SCE's proposals separate the equipment maintenance and warranty costs into two categories. SCE's proposal also separately identifies the costs associated with the equipment delivery and operation training, while PG&E and SDG&E include these costs in the *equipment* category. PG&E and SCE state that the rebates they pay to customers will not exceed the actual costs of the equipment and are capped at the amount listed in Tables 2 and 3. SDG&E states that the proposed rebate amounts listed in Table 4 are fixed (i.e., the same rebate amount will be paid per port).

Table 2 PG&E's Schools Pilot Program Rebate Value

Equipment Type	Equipment	Warranty	Maintenance	Network Service	Proposed Rebate
L2 (single port)	\$4,000	\$1,500	\$3,500	\$2,500	\$11,500
L2 (dual port)	\$6,000	\$1,500	\$4,000	\$4,000	\$15,500
DCFC	\$45,000	\$7,000	\$20,000	\$8,000	\$80,000

Table 3 SCE's Schools Pilot Program Rebate Value

Equipment Type	Equipment	Warranty	Maintenance	Networking	Delivery & Training	Proposed Rebate
L2 (single port)	\$3,550	\$1,250	\$3,000	\$2,200	\$600	\$10,600
L2 (dual port)	\$3,900	\$1,350	\$3,350	\$4,400	\$600	\$13,600

Table 4: SDG&E's Schools Pilot Program Rebate Value

Equipment Type	Equipment	Network Service	Maintenance	Proposed Rebate
L2 (single port)	\$5,000	\$2,000	\$4,000	\$11,000
L2 (dual port)	\$7,000	\$4,000	\$4,000	\$15,000
DCFC	\$42,000	\$8,000	\$25,000	\$75,000

In preparation to file their advice letters, PG&E, SCE and SDG&E conducted Requests for Qualification (RFQ) to qualify utility-owned and customer-owned EVSEs for the Schools Pilot Programs. During this process, PG&E, SCE, and SDG&E collected information that included the base costs of EVSE, the annual and lifetime costs of the network service fees and maintenances charges, and a manufacturer warranty. Each IOU states that it compared the RFQ pricing information with the internal costs from the IOU's other approved EV programs to ensure pricing consistency. The IOUs based their proposed rebate on this data. In order to offer a simplified rebate, PG&E rounded their rebate to the nearest hundred, SDG&E decided to round all costs to the nearest thousand, and SCE rounded to the nearest fifty.

Based on the RFQ and internal review of pricing, PG&E and SCE developed the rebate caps identified in

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L2 (dual port)	\$6,000	\$1,500	\$4,000	\$4,000	\$15,500
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L2 (dual port)	\$3,900	\$1,350	\$3,350	\$4,400	\$600	\$13,600

and Table 4, while SDG&E developed the EVSE rebate amount listed in Table 4. While the electric vehicle service providers (EVSPs) provided cost data for IOU ownership of EVSE in the RFQ, the EVSPs have been reluctant to share the maintenance fees for site-host owned equipment.¹⁰ However, the network service fees proposed by PG&E, SCE and SDG&E are consistent with the costs in previous CPUC authorized IOU TE programs and in the California Energy Commission's (CEC) California Electric Vehicle Incentive Program (CALeVIP).

While reviewing these proposals, staff considered the reasonableness of the methodology each IOU used to design their rebates. First, for the rebate design, PG&E, SCE and SDG&E determined the rebate should include all ongoing costs for eight years and set all rebates at a fixed amount for that time period. Regarding the eight-year time period, the IOUs estimate that an EVSE has a useful life of eight to ten years, with parties generally supporting this claim. Throughout recent CPUC authorized light-duty TE programs, the IOUs have required all site-hosts to agree to keep the EVSE on the property and operational for a minimum of eight years before removing the equipment. With PG&E, SCE and SDG&E explicitly requiring the site-hosts to keep the EVSE installed and accessible in their Schools Pilot Programs, and with the general belief that the equipment has an eight-year lifespan, staff agrees with the IOUs that the rebate covering all ongoing costs over an eight-year period is appropriate.

PG&E states that their proposed rebate caps are based on the one-time equipment costs of purchasing the EVSE, commissioning, and installation fees, while the ongoing costs, including

¹⁰ EVSPs have not shared maintenance fee costs for customer owned equipment with the CPUC, CEC, or IOUs. They assert the information that goes into developing these costs are proprietary and publicly sharing the inputs that determine the costs could risk sharing privacy information important to the EVSPs business information.

warranty, maintenance, and networking fees are approximates informed by the ongoing costs provided through the RFQ factored over an eight-year period. PG&E states that the rebate cap is equal to or exceeds the costs for most of the program's qualified equipment. PG&E will limit the rebate to pay up 100 percent of the equipment selected by the customer and all ongoing costs, not exceeding the amount proposed in Table 2. PG&E notes that they reserve the right to adjust the rebate amounts to reflect future market pricing conditions, changes in technology, and/or budgetary constraints. Staff finds that PG&E's proposal to provide a rebate that covers up to 100% of the EVSE upfront and ongoing costs is reasonable. PG&E's request for flexibility to modify the rebate value based on future market pricing and changes in technology is also reasonable. However, PG&E's request to adjust the rebate to reflect budgetary constraints conflicts with D.19-11-017, which directed the IOUs to offer an EVSE rebate equal to the value of IOU EVSE ownership. If PG&E has budgetary issues, they must not adjust the rebate to reflect budgetary constraints.

SCE's proposed rebate caps presented in Table 3 are equal to the highest costs of the vendors bidding into their RFQ. Each customer selecting customer-ownership will receive a rebate covering the full costs of the equipment and all ongoing costs, up to the caps presented in Table 3. SCE asserts that establishing a rebate ceiling at the highest bid will allow site-hosts the option to select from any of the qualified vendors without precluding any vendor. Staff finds SCE's proposal to provide a rebate up to 100 percent of the cost of the equipment is reasonable.

SDG&E proposes to offer a fixed rebate for different charging equipment types: \$5,000 for a L2 single port EVSE, \$7,000 for a L2 dual port EVSE, and \$42,000 for a DCFC. While SDG&E asserts that their rebate was based the results of their Request for Information (RFI) and is aligned with similar EVSE rebates offered throughout California,¹¹ Energy Division staff has concerns with the absence of language limiting the rebate to the actual cost of the EVSE purchased by the customer. The current phrasing of the rebate implies that customers who purchase a L2 single port EVSE will receive a fixed rebate of \$11,000 regardless of the costs that the customer pays for the EVSE. To eliminate any uncertainty concerning the ratepayer funded equipment rebate, it is reasonable to require SDG&E to add the following qualification language to the customer EVSE-ownership agreement form(s):

"Rebate amounts for EVSE Equipment, Network Service and Maintenance fees are not to exceed the values proposed in Table 4, and are to be limited to 100 percent of the actual cost of the equipment purchased and Network Service Agreement signed by the customer."

With this modification, SDG&E's proposed rebate value is consistent with the directives of OP 26 and ensures ratepayer funds are used appropriately.

¹¹ The California Energy Commission's CALeVIP program supports local efforts to install EV charging infrastructure. These CALeVIP supported projects provides rebates of between \$5,000-\$7,500 for a L2 port and up to \$80,000 for DCFC. More information on the CALeVIP supported projects can be found at <https://calevip.org/find-project>.

During the IOUs' PAC discussions to present their rebate proposals, a number of participating EVSPs mentioned that a typical EVSP-customer agreement lasts two years, with no EVSP offering service agreements longer than five years. Additionally, as the EVSPs are constantly updating their services through hardware and software updates, they are unable to provide a reasonable cost estimate for an eight-year service agreement. Because of the frequency of renewing EVSP-customer service agreements and the difficulty in determining the eight-year ongoing costs, the IOUs factored the ongoing costs provided in the RFQ over an eight-year period to determine the ongoing costs rebate cap.

As proposed, all three IOUs estimate the eight-year ongoing costs (maintenance, networking, warranty) rebate by factoring the results of the RFQ process over eight-years. The IOUs asserted it is necessary to estimate the ongoing costs because the EVSPs typically offer two-year EVSP-customer service agreements, and EVSPs claim it is difficult for them to provide a reasonable estimate of the long-term ongoing costs. However, Energy Division staff has concerns with approving an ongoing cost rebate amount for still undetermined costs, since this could potentially allow qualified EVSPs to rationally seek to maximize their profits by readjusting their ongoing service costs to match the full value of the rebate even if they would otherwise be open to renegotiating a lower contract price.

To avoid this potential issue, the IOUs must require all participating customers within their Schools Pilot Program that opt to own the EVSE, to agree to share with the IOU, at a minimum, the following data at least biannually:

1. The maintenance, networking, and warranty price charged for all new EVSP customer agreement contracts; and
2. The duration of each of the individual EVSP-customer contracts;

The IOUs must also notify qualified EVSPs that the Commission's Energy Division may request and review site-host submitted paid invoices and sales receipts if concerns of potential EVSP ongoing cost price manipulation are raised.

With the programs being approved as pilots intended to collect information to inform how to address enabling transportation electrification at schools, Energy Division believes this is an opportune time to seek the data above. The IOUs should include the requested data within their Schools Pilot Programs data collection and evaluation efforts and use the information to inform the necessary steps for future programs that seek to scale this rebate model.

While it is reasonable to approve the IOUs' proposed process to issue the rebate, the Commission finds it reasonable to make modifications to ensure the program does not negatively impact market competition.

The IOUs' proposal to issue the rebate is reasonable.

To issue the rebate, PG&E proposes that a site host must complete the following steps. First, the site host must notify the IOU of their preference to own and operate the EVSE. Next, the site-host must purchase the EVSE from one of the qualified vendors. Finally, the site-host must provide the IOU with the proof of purchase, including the purchase date; the make, model, and serial numbers of the EVSE and individual unit pricing; and a separate list of the networking fees, warranty costs, and maintenance contract pricing. The site-host must also provide PG&E with a copy of the network service agreement and a copy of their W-9 form with the appropriate Tax ID information.

SCE's proposal establishes a five-step process for how a rebate will be processed. First, the site-host must purchase equipment from the qualified vendor list and submit a copy of the paid invoice or sales receipt for the charging equipment, with an itemized listing of the EVSE purchase price and delivery charge, and, at a minimum, include the following 1) purchase date, 2) equipment make, 3) equipment model, 4) equipment serial number, 5) individual unit price, 6) training costs (if applicable), 7) networking fees, 8) warranty costs, and 9) maintenance contract pricing. Then, the site-host will submit a copy of the SCE Rebate Assignment Form, the network service agreement, and all completed inspections and close out of Division of State Architect permits. Finally, the site-host will submit a copy of the EVSE Commissioning Report to confirm EVSE activation.

SDG&E's proposal establishes three requirements for the site-host to be eligible and receive their EVSE rebate. First, the site-host must select an EVSE that is listed on the Approved Product List (APL). Second, the site-host needs to complete the Rebate Assignment Form and submit it to SDG&E for processing. Next, the site-host provides SDG&E with a proof of purchase for the EVSE. Finally, the customer must confirm the EVSE has been installed and is operational. Energy Division staff believes the terms to process a rebate proposed by PG&E, SCE, and SDG&E are reasonable.

As proposed, a one-time rebate to cover unknown ongoing costs could negatively impact the EV charging market, justifying modifications to ensure pricing transparency.

As proposed, PG&E, SCE and SDG&E will provide customers with a one-time rebate payment that includes the full costs of the EVSE, plus eight years of estimated maintenance and networking fees. SDG&E asserts that a one-time fixed rebate is less administratively burdensome compared to processing and accounting for periodic payments, for both, the IOU and the site-hosts. SDG&E also contends that a one-time rebate offers additional benefits, including making the site-host whole upfront, gaining access to funds at once, and minimizing financial tracking. It also is a quicker way for SDG&E to process rebates. SCE mirrored SDG&E's claims, by stating a one-time rebate will provide an opportunity to "more expeditiously reimburse schools and reduce administrative complexity."¹² While understanding

¹² See SCE AL 4286-E at 4.

the IOUs' assertions that a one-time, upfront rebate is administratively preferable and more customer friendly, providing a fixed, upfront rebate could cause the total ratepayer funded rebate to be higher than it would be if reoccurring rebates based on the actual costs of the renewed paid invoice or service receipt. The act of establishing a rebate cap for unknown future costs could potentially establish a price floor for the networking and maintenance fees charged by the EVSPs.

Recognizing the difficulty of accurately estimating the costs of networking services and maintenance fees across eight years, PG&E, SCE and SDG&E must make the modifications below on how the rebate will be processed. These steps will prevent unnecessary ratepayer expenses for inflated ongoing maintenance, networking, and warranty costs.

First, as included in PG&E's and SCE's rebate proposal, SDG&E should cap the value of the maintenance and network service fee at the amounts seen **Table 4**. The IOUs' efforts to develop the proposed rebate value required them to conduct a thorough assessment of the maintenance and networking fees offered by the EVSPs. Capping the total rebate value of the maintenance and network service fees at the proposed levels will protect ratepayers against unexpected higher costs. The IOUs should market the rebate option as a maximum rebate value, instead of how much each customer will receive.

Second, PG&E, SCE and SDG&E should confirm the site-host's maintenance and network service fee costs in the customer's first paid invoice or service receipt when the site-host provides proof of purchase of the EVSE to the IOUs. The IOUs should value the rebate for the ongoing costs by factoring the customer's maintenance, network service, and warranty costs across an eight-year period.

Third, as directed in the previous section concerning the IOUs' proposed costs for the EVSE and ongoing services, the IOUs must require all participating customers to submit the initial and subsequently paid invoices or service receipts, with the updated ongoing costs and provided services. This data sharing requirement will ensure the EVSPs are not inflating cost for this ratepayer-funded program.

These modifications will provide an appropriate level of transparency regarding the ongoing EVSE service costs to ensure the rebates issued in the Schools Pilot program are prudently distributed at the appropriate value, and do not create any conditions that could lead to market manipulation.

PG&E's, SCE's and SDG&E's proposals to track costs are reasonable.

PG&E proposes to record all authorized revenue requirements and incremental implementation costs associated with the Schools Pilot Program in a one-way balancing account that was established with the approval of PG&E's AL 5698-E. PG&E will also develop a rebate tracking mechanism to track site specific rebate costs.

SCE proposes to separately record the pilot's incremental revenue requirements in its existing Charge Ready Program Balancing Account (CRPBA) to provide for the recovery of the rebate and other pilot expenses. They will use the same Back Office System (BOS) used for the Charge Ready Pilot and Bridge program to track the individual site-specific rebates. Once paid, SCE will record the rebate costs in the IOU's accounting system of record to ensure the costs are recorded in the CRPBA. At the end of each year, all revenue requirements recorded in the CRPBA will be distributed to subaccounts of the Base Revenue Requirement Balancing Account.

SDG&E proposes to develop a customized module of its Energy Efficiency Collaboration platform (EECP) to track the costs of the proposed rebates. SDG&E asserts that the EECP is able to track rebate progress via system reporting, and can export and run ad-hoc reports such as invoice status, check number, posting date, rebate amount, and program code.

PG&E's SCE's and SDG&E's proposals for how rebate costs will be tracked are reasonable as the IOUs will leverage already developed platforms that have demonstrated an ability to process customer rebates.

PG&E's, SCE's and SDG&E's proposed process to distribute the rebate complies with the directives ordered in D.19-11-017

PG&E, SCE, and SDG&E state that they will track the distribution and redemption of the rebate within the appropriate cost-tracking accounts. Rebates will not be distributed to customers until all the requirements proposed by PG&E, SCE and SDG&E are met. PG&E's, SCE's, and SDG&E's proposed processes to distribute the rebates are reasonable.

PG&E, SCE and SDG&E are unable to guarantee the scalability of proposed rebate system at this time.

PG&E and SCE state that they believe it is possible to scale the proposed rebates, but caution against including costs other than the EVSE in a future rebate as these will add significant costs to a larger program. Specifically, PG&E cautions that scaling certain elements of the rebate system, such as paying up front for costs not yet incurred for networking fees and ongoing operation and maintenance costs, is not feasible because these costs are usually paid for over the course of the program, which is not the case for a customer receiving a single, upfront rebate for the ongoing costs. SDG&E states that the IOU has ongoing efforts to develop a similar rebate system for their recently approved EV Medium Duty/Heavy Duty program.¹³ SDG&E will need

¹³ D.19-08-026.

to continue assessing the rebate, to ensure proper safeguards, customer satisfaction, and ease of use, but does believe the proposed rebate process can be leveraged for future SDG&E programs.

While the Commission recognizes the IOUs' concerns with scaling the rebate for a larger program, the IOUs' Schools Pilot Programs offer the opportunity to provide valuable information on the rebate design that can help inform a potential scaled program.

Safety Considerations

This resolution approves PG&E's, SCE's, and SDG&E's proposed rebate values and designs for their Schools Pilot Programs. Because this resolution only approves the rebate structure and value, no incremental safety implications associated with approval of this resolution are expected.

COMMENTS

Public Utilities Code section 311(g)(1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the Commission. Section 311(g)(2) provides that this 30-day period may be reduced or waived upon the stipulation of all parties in the proceeding.

The 30-day comment period for the draft of this resolution was neither waived nor reduced. Accordingly, this draft resolution was mailed to parties for comments, and will be placed on the Commission's agenda no earlier than May 20, 2021.

FINDINGS

1. Decision 19-11-017 requires Pacific Gas and Electric, Southern California Edison and San Diego Gas & Electric to file a Tier 3 Advice Letter prior to the utilities' Schools Pilot Program implementation, to set their site-host ownership rebate amount.
2. Pacific Gas and Electric's Advice Letter 5993-E, Southern California Edison's Advice Letter 4286-E and San Diego Gas & Electric's Advice Letter 3490-E were timely filed.
3. Pacific Gas and Electric's, Southern California Edison's and San Diego Gas & Electric's proposed site-host ownership rebate values were based on cost data received through the utilities' Request for Qualification process.

4. Pacific Gas and Electric, Southern California Edison and San Diego Gas & Electric adequately responded to the five requirements outlined in Ordering Paragraph 26 of Decision 19-11-017 to be included in the Advice Letter.
5. Decision 19-11-017 does not provide the option for Pacific Gas and Electric, Southern California Edison, and San Diego Gas & Electric to modify the rebate amounts if a budget shortfall were to arise as a result of the site-hosts opting to own the Electric Vehicle Supply Equipment.
6. San Diego Gas & Electric's Advice Letter 3490-E does not explicitly limit the proposed rebate to no more than 100 percent of the Electric Vehicle Supply Equipment cost.
7. San Diego Gas & Electric's Advice Letter 3490-E does not explicitly limit the proposed rebate to cover up to the proposed equipment and ongoing cost amounts.
8. The useful life of an Electric Vehicle Supply Equipment is at least eight years.
9. The Electric Vehicle Service Providers do not offer eight-year ongoing maintenance and networking service plans.
10. The Electric Vehicle Service Providers' typical maintenance and networking service plan covers a duration of two years.
11. It is reasonable for Pacific Gas and Electric, Southern California Edison, and San Diego Gas & Electric to require site-hosts opting to own the Electric Vehicle Supply Equipment to submit updated paid invoices and sales receipts biannually to verify the amount charged for ongoing costs.
12. It is reasonable for the Commission's Energy Division to review customer submitted paid invoices and sales receipts for ongoing electric vehicle service provider-customer service agreements if concerns of price manipulation are raised.

THEREFORE IT IS ORDERED THAT:

1. Pacific Gas and Electric's Advice Letter 5993-E, Southern California Edison's Advice Letter 4286-E and San Diego Gas & Electric's Advice Letter 3490-E are approved with modifications.
2. If budget shortfalls arise as a result of site-hosts opting to own the Electric Vehicle Supply Equipment, Pacific Gas and Electric must not modify their rebate amounts.
3. San Diego Gas & Electric's rebate must not cover more than 100 percent of the Electric Vehicle Supply Equipment cost.
4. San Diego Gas & Electric must cap rebates at the costs outlined in Table 4.
5. Pacific Gas and Electric, Southern California Edison and San Diego Gas & Electric must require customers opting for site-host ownership of the Electric Vehicle Supply Equipment to submit a copy of the paid invoice or service receipt. The invoice or receipt must outline all maintenance and network service fees for the duration of the initial customer contract to determine the initial rebate value for the maintenance and networking fees.

6. Pacific Gas and Electric, Southern California Edison and San Diego Gas & Electric must modify their customer agreements to require all customers opting for ownership of the Electric Vehicle Supply Equipment to submit a paid invoice or service receipt for ongoing maintenance and networking costs, biannually, throughout the duration of the pilot.
7. Pacific Gas and Electric, Southern California Edison and San Diego Gas & Electric must notify all qualified Electric Vehicle Service Providers that if instances of price manipulation are suspected, the Commission's Energy Division will review the submitted paid invoices and sale receipts from participating site-hosts that opt for Electric Vehicle Supply Equipment ownership.

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed, and adopted at a conference of the Public Utilities Commission of the State of California held on **May 20, 2021** the following Commissioners voting favorably thereon:

Rachel Peterson
Executive Director