

**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.

U 39 M

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

**MOTION OF PACIFIC GAS AND ELECTRIC COMPANY FOR ADOPTION OF TIME
OF USE RATES FOR GRANDFATHERED SOLAR CUSTOMERS SUPPLEMENTAL
SETTLEMENT AGREEMENT**

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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 respectfully request Commission approval of the attached Supplemental Settlement Agreement^{1/} that resolves rate design issues relating to time of use (TOU) Rates for Grandfathered Solar Customers (RGSC).^{2/}

For the reasons set forth below, the TOU Rates for Grandfathered Solar Customers Settlement Agreement (the RGSC 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.

^{1/} This filing, seeking approval of the TOU Rates for Grandfathered Solar Customers Settlement Agreement, is supplemental to the Motion for adoption of the Marginal Cost and Revenue Allocation Settlement Agreement, filed with the CPUC on October 26, 2017, and should be consolidated with it for a combined decision resolving all remaining issues not yet resolved in PG&E's 2017 GRC Phase II proceeding.

^{2/} The RGSC Settling Parties for purposes of this Motion are: the Solar Energy Industries Association (SEIA), the California Solar Energy Industries Association (CALSEIA), Energy Users Forum (EUF), Energy Freedom Coalition of America (EFC), the Small Business Utility Advocates (SBUA), the California Large Energy Consumers Association (CLECA), the Energy Producers and Users Coalition (EPUC), and PG&E.

II. PROCEDURAL HISTORY

The procedural and settlement history of this proceeding was set forth in PG&E's Motion for Approval of Settlement on Marginal Cost and Revenue Allocation issues in this proceeding, filed on October 26, 2017 (MC/RA Settlement Agreement), and is incorporated herein by reference.

PG&E served its prepared testimony on June 30, 2016 and updated that testimony on December 2, 2016, and November 2, 2017. However, PG&E's testimony had not addressed the requirements of Decision (D.) 17-01-006, which are addressed by this settlement agreement. D. 17-01-006, the Decision Adopting Policy Guidelines to Assess Time of Use Periods for Future Time of Use Rates and Energy Resources, addressed, among other things, the situations in which TOU periods may be grandfathered for certain solar customers for a period of time. That decision, while being specific with regard to the eligibility for such grandfathering, deferred consideration of the actual rate design to be used with grandfathered TOU periods to utility-specific rate proceedings (for example, from Ordering Paragraph 5, "Other changes in rate design, including allocating marginal costs to TOU periods and setting specific rate levels, will be litigated in utility-specific rate proceedings.") Opening testimony on this issue was served on March 15, 2017 by SEIA,^{3/} and CALSEIA.^{4/} Additionally, San Joaquin County served testimony addressing changes to TOU periods and A-6 tariff rate design pursuant to Schedule RES-BCT (Schedule for Local Government Renewable Energy Self-Generation Bill Credit Transfer) on May 19, 2017, as supplemented on December 8, 2017.^{5/}

III. RATE DESIGN FOR GRANDFATHERED TOU PERIODS

As noted above, in D.17-01-006, the Commission provided that certain eligible customers with solar generation could be grandfathered under the current TOU periods, and that such grandfathering would extend for ten years after issuance of permission to operate but not later than

^{3/} See SEIA Direct Testimony, Chapter IV (Beach), dated March 15, 2017.

^{4/} See CALSEIA Direct Testimony, Chapter 1 (Williard), dated March 15, 2017.

^{5/} See San Joaquin County Direct Testimony (McCann, Stone, Williard), dated May 19, 2017, as supplemented on December 8, 2017.

December 31, 2027 for schools and July 31, 2027 for all other eligible non-residential customers.^{6/}

While the Commission was clear with regard to the eligibility requirements for non-residential customers, it deferred rate design matters to utility-specific proceedings. In D.17-01-006, the Commission provided:

This transition mitigation measure allows the customer to maintain the same TOU periods for the duration. Other changes in rate design, including allocating marginal costs to TOU periods and setting specific rate levels, will be litigated in utility-specific rate proceedings. (p. 64.)

In footnote 48, the Commission further explained the limitations on setting these prices:

For example, the off peak period for a legacy customer should continue to have a lower rate than the legacy peak period, but the differential should be modified when new TOU periods are implemented for other customers. This new differential should reflect the new marginal cost allocation, but the new electricity price for legacy peak period hours should not fall below the new price for legacy off-peak periods and the new electricity price for legacy off peak periods should not be increased above the price during legacy peak periods.

The RGSC Settling Parties believe establishing pricing for solar customers that are eligible to take service under grandfathered TOU periods should be addressed as early as possible and agree that such pricing should be established in this Phase II proceeding.

^{6/} Decision 17-01-006 was later modified by D.17-02-017 and D.17-10-018.

IV. SETTLEMENT TERMS^{7/}

A. General Terms

The RGSC Settlement Agreement accompanying this motion is supplemental to the MC/RA Settlement Agreement. This RGSC Settlement Agreement uses the revenue allocation agreed to in the MC/RA Settlement Agreement, and addresses rate design issues that were not resolved in the MC/RA Settlement Agreement. The RGSC Settling Parties request that the complementary outcomes of this supplemental RGSC Settlement Agreement and the MC/RA Settlement Agreement be consolidated into the Commission's final decision in this GRC Phase II proceeding.

In the appended RGSC Settlement Agreement, the RGSC Settling Parties agree that all testimony served prior to the date of this RGSC Settlement Agreement that addresses the rate design issues for grandfathered TOU periods for solar customers resolved by this RGSC Settlement Agreement should be admitted into evidence without cross-examination by the RGSC Settling Parties. This settlement does not resolve issues related to Schedule RES-BCT, as raised in the direct testimony of San Joaquin County, which has been deferred to litigation and will be subject to cross-examination.

This Settlement Agreement does not address rates for grandfathered agricultural solar customers. As discussed in the 12th status report filed on December 15, 2017, the agricultural parties and PG&E have requested additional time to continue negotiations on agricultural rates. The RGSC Settling Parties anticipate that this Settlement Agreement will be subject to amendment to address rates for grandfathered agricultural solar customers that result from the agricultural rate settlement discussions.

This Settlement Agreement also does not include rates for residential customers. D.17-01-006 found that based on the treatment previously accorded residential NEM customers in D.15-07-

^{7/} This section summarizes the fundamental components of the RGSC 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 RGSC Settlement Agreement should govern.

001 and D.16-01-044, a reasonable balance may be achieved by adopting a limited grandfathering period of five years for NEM customers who opt in to existing TOU rates no later than June 30, 2017.^{8/} A TOU transition plan for residential customers was also included in the settlement agreement approved in Decision 15-11-013.

B. Time of Use Transition

The RGSC Settling Parties acknowledge that rates with new TOU periods for non-residential customers will be implemented as part of this GRC Phase II proceeding. Further, the RGSC Settling Parties acknowledge that these new rates will become mandatory for commercial and industrial customers, except for those solar customers that are eligible for grandfathering under D.17-01-006. At the time that rates with new TOU periods become mandatory, solar customers that are eligible for grandfathering under D.17-01-006 will take service under grandfathered rate schedules that retain the current TOU periods (e.g. with a peak period of noon to 6 pm) unless they elect to take service under the new TOU periods. Rates for the grandfathered TOU periods that will be available beginning when new TOU periods become mandatory are specified in this Settlement Agreement. For purposes of this Settlement Agreement, rate schedules with new periods that are subject of this Settlement Agreement include Schedules A-1 TOU, A-6, A-10 TOU, E-19, E-19R, E-20 and E-20R.^{9/} Until the new TOU periods are mandatory, there is no special rate design for solar customers; they will continue to take service on the standard schedules with the current TOU periods.

C. Rate Design

The RGSC Settling Parties acknowledge that applying the new marginal cost allocations to the old TOU periods (i.e., those currently effective) will substantially flatten the rate differentials by TOU period. In particular, generation rates associated with the current noon to 6 pm peak period

^{8/} Decision 17-10-018, Finding of Fact 7.

^{9/} As noted below, agricultural rates for grandfathered solar customers have not been submitted with the initial settlement, but the RGSC Settling Parties anticipate that this Settlement Agreement will be subject to amendment at a later time to include agricultural rates for grandfathered solar customers.

will be lower than generation rates in the partial peak period. Since rates that are lower in the peak period than the partial peak period would not be permitted under D.17-01-006, the RGSC Settling Parties agree to “levelize” those two periods so that they have the same generation rate, except for schedules A-6, E-19 Option R, and E-20 Option R, as described in Section D below. Applying the new marginal cost allocations to the old TOU periods for distribution still results in slightly higher distribution rates in the peak period. The RGSC Settling Parties agree that distribution rates derived in this manner are suitable for grandfathered rates for solar customers. Therefore, the resulting total rates will be equal in the peak and partial peak periods in schedules without distribution TOU differentiation, and will have slightly higher peak rates in schedules that do have distribution TOU differentiation.

Except as noted in Sections D and E below, this rate design will be used for all grandfathered commercial and industrial schedules as soon as the new TOU periods become mandatory. Illustrative rates for commercial and industrial rate schedules are provided in Appendix A. The RGSC Settling Parties agree that the rates set forth in Appendix A are consistent with the revenue allocation set forth in Tables 1 and 2 of the MC/RA Settlement Agreement, which was based on March 1, 2017 effective rates. The RGSC Settling Parties further agree that the actual rates derived at the time of implementation shall be designed on an overall revenue-neutral basis to collect the then-required revenue allocated to each customer class. As a result, the actual rates that will be implemented will vary from those rates shown in Appendix A. However, the actual rates shall be based on the same rate relationships provided in the illustrative rates but modified to reflect sales and revenue requirement changes that take place between March 1, 2017 and the date these rates become effective. In order to transition rates from the illustrative rates shown in Appendix A to the date the rates become effective, PG&E will apply the rules for rates changes between General Rate Cases (GRCs) as set forth in the MC/RA Settlement Agreement and as specified in this Settlement Agreement.

D. Schedules A-6, E-19 Option R, and E-20 Option R

Schedules A-6, E-19 Option R, and E-20 Option R are the commercial rate schedules with the highest concentration of solar customers. They also currently have high TOU differentials. Once the grandfathered rate design takes effect, immediately flattening the differentials would be a major change for customers on these schedules. This change in energy rate differentials on Schedules A-6, E-19 Option R and E-20 Option R can be seen in Appendix A. Therefore, the

Settling Parties agree to a transition plan to gradually lower the generation differential between the peak and partial peak periods over several years, such that these schedules will not immediately be revised to the levels shown for other schedules in Appendix A. Distribution TOU differentials are to be set at the cost-based levels as described above as soon as the new TOU periods become mandatory and will remain in effect until the implementation of a decision in the 2023 GRC Phase II proceeding. Therefore, Schedules A-6, E-20 Option R and E-19 Option R will have predefined TOU differentials until they are reconsidered in the 2023 GRC Phase II proceeding. The rate design rules for setting demand charges for Option R as well as handling rate changes between GRC proceedings will be the same as for other commercial and industrial schedules and are described in Section F below. The residual distribution energy revenue in the Option R schedules will be collected as an equal cents per kWh adder in order to preserve these TOU differentials.

The predefined generation and distribution TOU differentials for these schedules are given in Table 1 and Table 2 below.

Table 1
Generation TOU Differentials for Grandfathered Solar Customers in A-6, E-19 Option R, and E-20 Option R

	2020*	2021	2022	2023
A-6				
Summer Peak over Partial Peak	0.14808	0.09872	0.04936	0.00000
Summer Partial Peak over Off Peak	0.02893	0.03053	0.03214	0.03375
Winter Partial Peak over Off Peak	0.00071	0.00071	0.00071	0.00071
Summer Off Peak over Winter Off Peak	0.01009	0.01009	0.01009	0.01009
E-19 Secondary Option R				
Summer Peak over Partial Peak	0.05211	0.03474	0.01737	0.00000
Summer Partial Peak over Off Peak	0.02163	0.02547	0.02931	0.03315
Winter Partial Peak over Off Peak	0.00071	0.00071	0.00071	0.00071
Summer Off Peak over Winter Off Peak	0.00330	0.00330	0.00330	0.00330
E-19 Primary Option R				
Summer Peak over Partial Peak	0.04632	0.03088	0.01544	0.00000
Summer Partial Peak over Off Peak	0.01917	0.02256	0.02596	0.02935
Winter Partial Peak over Off Peak	0.00067	0.00067	0.00067	0.00067
Summer Off Peak over Winter Off Peak	0.00314	0.00314	0.00314	0.00314
E-19 Transmission Option R				
Summer Peak over Partial Peak	0.04079	0.02720	0.01360	0.00000
Summer Partial Peak over Off Peak	0.01679	0.01974	0.02270	0.02566
Winter Partial Peak over Off Peak	0.00066	0.00066	0.00066	0.00066
Summer Off Peak over Winter Off Peak	0.00309	0.00309	0.00309	0.00309
E-20 Secondary Option R				
Summer Peak over Partial Peak	0.04490	0.02994	0.01497	0.00000
Summer Partial Peak over Off Peak	0.02037	0.02371	0.02704	0.03037
Winter Partial Peak over Off Peak	0.00071	0.00071	0.00071	0.00071
Summer Off Peak over Winter Off Peak	0.00330	0.00330	0.00330	0.00330
E-20 Primary Option R				
Summer Peak over Partial Peak	0.05242	0.03495	0.01747	0.00000
Summer Partial Peak over Off Peak	0.02013	0.02394	0.02774	0.03155
Winter Partial Peak over Off Peak	0.00067	0.00067	0.00067	0.00067
Summer Off Peak over Winter Off Peak	0.00314	0.00314	0.00314	0.00314
E-20 Transmission Option R				
Summer Peak over Partial Peak	0.05232	0.03488	0.01744	0.00000
Summer Partial Peak over Off Peak	0.01984	0.02363	0.02742	0.03121
Winter Partial Peak over Off Peak	0.00066	0.00066	0.00066	0.00066
Summer Off Peak over Winter Off Peak	0.00309	0.00309	0.00309	0.00309

*The generation transition plan will begin the later of the 2020 Annual Electric True Up (AET) or the start of the new mandatory TOU periods. Subsequent years will be implemented in each year's AET.

Table 2
Distribution TOU Differentials for Grandfathered Solar Customers in A-6, E-19
Option R, and E-20 Option R

	2020* through 2023
A-6	
Summer Peak over Partial Peak	0.04151
Summer Partial Peak over Off Peak	0.01873
Winter Partial Peak over Off Peak	0.00033
Summer Off Peak over Winter Off Peak	0.00000
E-19 Secondary Option R	
Summer Peak over Partial Peak	0.01621
Summer Partial Peak over Off Peak	0.01052
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-19 Primary Option R	
Summer Peak over Partial Peak	0.01371
Summer Partial Peak over Off Peak	0.01003
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-19 Transmission Option R	
Summer Peak over Partial Peak	0.00000
Summer Partial Peak over Off Peak	0.00000
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-20 Secondary Option R	
Summer Peak over Partial Peak	0.01719
Summer Partial Peak over Off Peak	0.01090
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-20 Primary Option R	
Summer Peak over Partial Peak	0.01460
Summer Partial Peak over Off Peak	0.00936
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-20 Transmission Option R	
Summer Peak over Partial Peak	0.00000
Summer Partial Peak over Off Peak	0.00000
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000

*Effective the later of the 2020 AET or the start of the new mandatory TOU periods

Should the start of mandatory TOU periods occur after 2020, the transition plan will start with that year's specified differentials. The values shown in Tables 1 and 2 are the actual rate values that will be used to calculate rates at the time of implementation until a decision in Phase II of PG&E's 2023 GRC. The TOU differentials for both generation and distribution will be reconsidered in PG&E's 2023 GRC Phase II application based on then-current cost of service information and the requirements of D.17-01-006.

E. Other

(1) This Settlement Agreement does not include rates for grandfathered agricultural solar customers or residential customers. RGSC Settling Parties anticipate that this Settlement Agreement will be subject to amendment to address rates for grandfathered agricultural solar customers. This Settlement Agreement also does not include special rates for grandfathered RES-BCT customers. These will be litigated as discussed in Section G below.

(2) In Revised Exhibit (PG&E-8), Chapter 6, Section D, PG&E describes its proposal to eliminate the Schedule A-6 Solar Pilot Program for customers over 500 kW. As part of PG&E's proposal, customers that are taking service on this pilot would have been moved to an otherwise applicable rate schedule following a decision in this proceeding. However, under the grandfathering terms of D.17-01-006, these customers will be grandfathered on the A-6 rate schedule under the current TOU periods for a period of up to ten years, but not later than through the end of 2027 for schools and July 31, 2027 for all other eligible non-residential customers. As such, no separate transition plan as proposed by PG&E is necessary. Instead, these customers would be moved to their otherwise applicable schedule as their grandfathering period ends.

F. Rate Changes Between GRC Phase II Proceedings

Except for the fixed differentials specified in Section D, grandfathered rates use the same rules as rates for standard TOU periods for rate changes due to revenue requirement and sales changes between GRC Phase II proceedings. By the time rates for grandfathered TOU periods are needed, rates and revenues for the equivalent schedules under the new TOU periods will already be in place. All grandfathered rate schedules will be designed to be revenue neutral to their standard counterparts and revenue requirement changes will affect both types by the same amount. The rates for all components except generation and distribution will be the same as the otherwise applicable

tariff. In this RGSC Settlement Agreement, rules for setting generation rates and distribution rates for rate changes between GRCs are set forth below:

(1) Generation: Rates will be designed to collect the same generation revenue as the standard schedule. Demand and energy charges will be designed to adjust each charge by the same percentage change as the standard schedule. However, the change in energy charges will be determined as an equal cents per kWh adder that is adequate to collect any necessary change in energy charge revenue. Grandfathered rate schedules with a specified transition plan in Section D will have those specified TOU differentials adopted along with rate changes in the Annual Electric True Up (AET) of each year in the transition plan. This approach to setting the energy charges will ensure that the differential in energy charges between seasons and TOU periods remains the same on a cents per kWh basis.

(2) Distribution: Rates will be designed to collect the same distribution revenue as the standard schedule. Customer charges will be set to the same level as the standard schedule. Demand and energy charges will be designed to adjust each charge by the same percentage change as the standard schedule. However, the change in energy charges will be determined as an equal cents per kWh adder that is adequate to collect any necessary change in energy charge revenue. Grandfathered rate schedules with a specified transition plan in Section D will have those specified TOU differentials adopted along with rate changes in the AET of each year in the transition plan. This approach to setting the energy charges will ensure that the differential in energy charges between seasons and TOU periods remains the same on a cents per kWh basis.

G. Issues Deferred to Litigation

In its Direct Testimony, the County of San Joaquin presented its pricing proposal for customers served under Schedule RES-BCT.^{10/} The RGSC Settling Parties were unable to agree on the pricing approach or transition period for participants on the RES-BCT program, and have agreed to defer this issue to litigation. However, the RGSC Settling Parties agree that customers served

^{10/} See San Joaquin County Direct Testimony (McCann, Stone, Williard), dated May 19, 2017, as supplemented on December 8, 2017.

under Schedule RES-BCT that are eligible for grandfathered treatment under D.17-01-006 would also be eligible for the rates for grandfathered TOU periods as set forth in this settlement agreement.

V. TIMING OF RATE CHANGES

The provisions regarding the timing of this GRC Phase II rate change and rate changes between General Rate Cases, which are agreed to in the MC/RA Settlement Agreement, shall apply to this RGSC Settlement Agreement, except as specifically noted above or otherwise determined by the Commission.

To the extent that any elements of this RGSC 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 RGSC Settling Parties recognize that the initiatives described in this RGSC Settlement Agreement must be coordinated with the mandatory transition of customers to the new TOU periods and could take an extended period to implement.

VI. THE COMMISSION SHOULD ADOPT THE RGSC 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.^{11/} As the Commission has reiterated over the years, the “Commission favors settlements 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.”^{12/} This strong public policy

^{11/} 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).

^{12/} 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...”

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.^{13/}

Each portion of this RGSC Settlement Agreement is dependent upon the other portions of that same agreement. Changes to one portion of the RGSC Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes contained in the RGSC Settlement Agreement. As such, the RGSC Settling Parties request that this RGSC Settlement Agreement be adopted as a whole by the Commission, without modification.

B. The RGSC Settlement Agreement is Supported by All Parties Who Served Testimony on RGSC Rate Design Issues

The RGSC Settlement Agreement is reasonable because the RGSC Settling Parties represent all active parties who submitted testimony on the general rates for grandfathered solar customers in this proceeding, other than San Joaquin County,^{14/} and this Settlement reserves for litigation the issues raised by it. In addition, the RGSC Settling Parties fairly represent the interests of the parties affected by this RGSC Settlement Agreement.^{15/} The Twelfth Status Report states that “The County of Santa Clara, the County of San Joaquin and the California State University System, who also participated in settlement discussions, have indicated that they will not be signing and intend to oppose this settlement.” (p. 5, footnote 1). The RGSC Settling Parties will respond to any opposition to this Settlement Agreement after it is filed.

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.”)

^{13/} *See, generally*, D.05-03-022, mimeo, pp. 7-13.

^{14/} 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.

^{15/} San Joaquin County submitted testimony proposing specific rate treatment limited to RES-BCT customers, some of whom may be eligible for grandfathered TOU period treatment and the rates under the RGSC Settlement Agreement. The settlement agreement reserves its issue for litigation.

C. The RGSC Settlement Agreement is Reasonable in Light of the Record as a Whole

The Commission should adopt this RGSC Settlement Agreement as reasonable in light of the entire record, as it represents reasonable compromises after careful review and discussion by all interested parties with regard to TOU rates for grandfathered solar customers discussed above, after incorporating appropriate revisions and updates. Prior to reaching this settlement, parties served testimony on TOU rates for grandfathered solar customers^{16/} and conducted discovery thereon. The RGSC Settling Parties' agreement represents reasonable compromises after careful review and discussion by all interested parties of the solar TOU grandfathering rate design proposals presented in the parties' prepared testimony,^{17/} after incorporating appropriate revisions and updates, as well as information obtained during discovery. This RGSC Settlement Agreement was reached only after substantial give-and-take in arms-length negotiation, and after each party to the settlement had made significant concessions to resolve issues in a manner that reflects a reasonable compromise of their litigation positions.^{18/}

The prepared testimony submitted in this proceeding, this Motion, and the attached RGSC Settlement Agreement, contains sufficient information for the Commission to judge the reasonableness of the RGSC Settlement Agreement.

D. The RGSC Settlement Agreement is Consistent with Law

In addition, this RGSC 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.

^{16/} See, e.g., SEIA Direct Testimony, Chapter IV (Beach), dated March 15, 2017; CALSEIA Direct Testimony, Chapter 1 (Williard), dated March 15, 2017; and San Joaquin County Direct Testimony(McCann, Stone, Williard), dated May 19, 2017, as supplemented on December 8, 2017.

^{17/} Except San Joaquin County's testimony regarding grandfathering for RES-BCT customers.

^{18/} D.13-11-003, mimeo, pp. 6-7; D. 13-07-029, mimeo, pp. 7-8; D.13-12-045, mimeo, pp. 10-11.

E. The RGSC Settlement Agreement is in the Public Interest.

Finally, the RGSC Settlement Agreement is in the public interest. This agreement is a reasonable compromise of the RGSC 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 the RGSC Settling Parties during 16 settlement conference calls or meetings over a 7 month period – resulting in a balanced settlement for all ratepayers. It fairly resolves issues and provides more certainty to customers regarding their present and future costs, which is in the public interest. The RGSC Settlement Agreement, if adopted by the Commission, avoids the time, expense and uncertainty associated with further litigating these issues,^{19/} 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 RGSC 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 RGSC Settlement Agreement is a Careful Balance of Interests Based on Agreed Compromise and Should Be Construed as an Integrated Whole.

Each portion of the RGSC Settlement Agreement is dependent upon the other portions of the agreement. Changes to one portion of the RGSC 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 RGSC Settlement Agreement resulted in changes, concessions, or compromises by the Settling Parties in other sections. As such, the Settling Parties request that the RGSC 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.

^{19/} D.13-11-003, mimeo, p. 8; D.13-12-045, mimeo, p. 12.

VII. CONCLUSION

For the reasons set forth above, the RGSC Settling Parties respectfully request that the Commission:

1. Find the attached RGSC Settlement Agreement to be reasonable in light of the whole record, consistent with law, and in the public interest;
2. Adopt the attached RGSC Settlement Agreement without modification;
and
3. Grant such other relief as is necessary and proper.

Respectfully Submitted,

GAIL L. SLOCUM

By: /s/ Gail L. Slocum
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Dated: January 22, 2018

On Behalf of the RGSC Settling Parties

ATTACHMENT 1

SUPPLEMENTAL SETTLEMENT AGREEMENT IN PG&E'S GENERAL RATE CASE PHASE II (APPLICATION 16-06-013) ON TOU RATES FOR GRANDFATHERED SOLAR CUSTOMERS

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 Time of Use (TOU) Rates for Grandfathered Solar Customers (RGSC) Settlement Agreement (RGSC Settling Parties, listed in Section II below) agree on a mutually acceptable outcome to all of the rate design issues for TOU rates for grandfathered solar customers 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. As noted in Section V, Part E, Other, this RGSC Settlement Agreement specifically excludes the rate design treatment for grandfathered solar customers taking service on PG&E's agricultural schedules. Because any transition to the grandfathered solar rates are linked to resolution of issues for overall agricultural rate design, they are not addressed here and instead it is anticipated such rates will be resolved through an amendment to this Settlement Agreement. The details of this RGSC Settlement Agreement are set forth herein.

The RGSC Settlement Agreement is a direct result of the Administrative Law Judges'^{1/} and the Assigned Commissioner's^{2/} facilitation for the active parties to meet and seek a workable compromise. Although the active parties held differing views on certain aspects of TOU rates for grandfathered commercial and industrial solar customers, they bargained earnestly and in good faith to seek a compromise and to develop this RGSC Settlement Agreement, which is the product of arms-length negotiations among the RGSC Settling Parties on a number of disputed

^{1/} Originally this Application was assigned to ALJ McKinney. Subsequently, the CPUC reassigned this case to ALJs Cooke and Atamturk.

^{2/} The Assigned Commissioner for this proceeding is Commissioner Peterman.

issues. These negotiations considered the interests of all active parties^{3/} on TOU rate issues for grandfathered commercial and industrial solar customers, except as otherwise noted; the resulting RGSC Settlement Agreement addresses each of these issues and does so in a fair and balanced manner.

The RGSC Settling Parties crafted this RGSC Settlement Agreement by mutually accepting concessions and trade-offs among themselves. Thus, the various elements and sections of this RGSC Settlement Agreement are intimately interrelated, and should not be altered, as the RGSC Settling Parties intend that the RGSC Settlement Agreement be treated as a package solution that strives to balance and align the interests of each party. Accordingly, the RGSC Settling Parties respectfully request that the Commission approve each and every aspect of the RGSC Settlement Agreement without modification. Any material change to this RGSC Settlement Agreement shall render it null and void, unless all of the RGSC Settling Parties agree in writing to such changes.

This RGSC Settlement Agreement is supplemental to the Settlement on Marginal Cost and Revenue Allocation in A.16-06-013, filed with the CPUC on October 26, 2017 (MC/RA Settlement Agreement), uses the revenue allocation agreed to in the MC/RA Settlement Agreement, and addresses issues regarding rate design for grandfathered TOU periods for commercial and industrial solar customers. The RGSC Settling Parties request that the complementary outcomes of this RGSC Settlement Agreement and the MC/RA Settlement Agreement be consolidated in the Commission's final decision in this proceeding.

II. RGSC SETTling PARTIES

The RGSC Settling Parties are as follows^{4/}:

^{3/} With the exception of San Joaquin County, the County of Santa Clara, and the California State Universities, whose interests were focused on grandfathered rates for RES-BCT customers.

^{4/} The Federal Executive Agencies (FEA) and the Santa Clara Valley Transportation Authority (SCVTA) also occasionally participated in discussions, but are not signatories and do not oppose the settlement. Because the Settlement Agreement does not address agricultural rate design, California Farm Bureau Federation (CFBF) and the Agricultural Energy Consumers Association

- California Solar Energy Industries Association (CALSEIA);
- Pacific Gas and Electric Company (PG&E);
- The Solar Energy Industries Association (SEIA);
- Energy Users Forum (EUF);
- Energy Freedom Coalition of America (EFC);
- the Small Business Utility Advocates (SBUA);
- the California Large Energy Consumers Association (CLECA); and
- the Energy Producers and Users Coalition (EPUC).

III. RGSC SETTLEMENT AGREEMENT

This RGSC Settlement Agreement resolves the issues raised by the RGSC Settling Parties in A.16-06-013 (PG&E's 2017 GRC Phase II) on TOU rate design for grandfathered solar customers, subject to the conditions set forth below:

1. This RGSC Settlement Agreement embodies the entire understanding and agreement of the RGSC Settling Parties with respect to the matters described, and it supersedes prior oral or written agreements, principles, negotiations, statements, representations, or understandings among the RGSC Rate Design Settling Parties with respect to those matters. This RGSC Settlement Agreement builds on and supplements the underlying marginal cost and revenue allocation in the MC/RA Settlement Agreement, and incorporates that agreement by reference.

(AECA) are not taking a position on it at this time. It is anticipated that when an amendment is agreed to addressing agricultural grandfathered solar rates, the agricultural parties will be signatories to the Settlement Agreement as amended.

2. This RGSC Settlement Agreement represents a negotiated compromise among the RGSC Settling Parties' respective litigation positions on the matters described, and the RGSC Settling Parties have assented to the terms of this RGSC Settlement Agreement only to arrive at the agreement embodied herein. Nothing contained in this RGSC 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 RGSC Settling Parties on these matters in this proceeding.
3. This RGSC 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 RGSC Settling Parties agree that this RGSC Settlement Agreement is reasonable in light of the testimony submitted, consistent with law, and in the public interest.
5. The RGSC Settling Parties agree that the language in all provisions of this RGSC 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 RGSC Settling Parties agree that the RGSC Settlement Agreement addresses all issues with regard to TOU rates for grandfathered solar customers except as specifically identified.
7. This RGSC Settlement Agreement may be amended or changed only by a written agreement signed by the RGSC Settling Parties.
8. The RGSC Settling Parties shall jointly request Commission approval of this RGSC 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,^{5/} advocacy to Commissioners and their advisors as needed, and other appropriate means as needed to obtain the requested approval.

9. The RGSC Settling Parties intend that the terms of the RGSC Settlement Agreement are to be interpreted and treated as a unified, integrated agreement incorporating the MC/RA Settlement Agreement, to the degree applicable to rate design for grandfathered solar customers. In the event the Commission rejects or modifies any portion of this RGSC Settlement Agreement or the underlying MC/RA Settlement Agreement, the RGSC Settling Parties reserve their rights under CPUC Rule 12.4, and the RGSC 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 IV and Section V of the MC/RA Settlement Agreement filed in this proceeding on October 26, 2017, which is incorporated herein by reference. PG&E served its prepared testimony on June 30, 2016 and updated that testimony on December 2, 2016, and November 2, 2017. However, PG&E's testimony had not addressed the requirements of Decision (D.) 17-01-006, which are addressed by this settlement agreement. Opening testimony on this issue was served on March 15, 2017 by SEIA,^{6/} and CALSEIA.^{7/} Additionally, San Joaquin County served testimony addressing changes to TOU periods and A-6 tariff rate design pursuant to Schedule RES-BCT (Schedule for Local Government Renewable Energy Self-Generation Bill Credit Transfer) on May 19, 2017, as supplemented on December 8, 2017.^{8/}

^{5/} 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.

^{6/} See SEIA Direct Testimony, Chapter IV (Beach), dated March 15, 2017.

^{7/} See CALSEIA Direct Testimony, Chapter 1 (Williard), dated March 15, 2017.

^{8/} See San Joaquin County Direct Testimony (McCann, Stone, Williard), dated May 19, 2017, as supplemented on December 8, 2017.

In D.17-01-006, the Commission provided that certain eligible customers with solar generation could be grandfathered under the current TOU periods, and that such grandfathering would extend for ten years after issuance of permission to operate but not later than December 31, 2027 for schools and July 31, 2027 for all other eligible non-residential customers.^{9/} While the Commission was clear with regard to the eligibility requirements for non-residential customers, it deferred rate design to utility-specific proceedings. In D.17-01-006, the Commission provided:

This transition mitigation measure allows the customer to maintain the same TOU periods for the duration. Other changes in rate design, including allocating marginal costs to TOU periods and setting specific rate levels, will be litigated in utility-specific rate proceedings. (p. 64).

In footnote 48, the Commission further explained the limitations on setting these prices:

For example, the off peak period for a legacy customer should continue to have a lower rate than the legacy peak period, but the differential should be modified when new TOU periods are implemented for other customers. This new differential should reflect the new marginal cost allocation, but the new electricity price for legacy peak period hours should not fall below the new price for legacy off-peak periods and the new electricity price for legacy off peak periods should not be increased above the price during legacy peak periods.

The RGSC Settling Parties believe establishing pricing for solar customers that are eligible to take service under grandfathered TOU periods should be addressed as early as possible and agree that such pricing should be established in this Phase II proceeding.

^{9/} Decision 17-01-006 was later modified by D.17-02-017 and D.17-10-018.

V. SETTLEMENT TERMS

A. General Terms

Considering and both recognizing and compromising the litigation positions taken by the individual parties, the RGSC Settling Parties agree to the rates for grandfathered solar customers as set forth in this RGSC Settlement Agreement. The rate design agreed to herein is reasonable in light of the entire record in this proceeding, and reflects a fair and balanced compromise of RGSC Settling Parties' proposals.

The RGSC Settling Parties agree that all testimony served prior to the date of this RGSC Settlement Agreement that addresses the issues resolved by this RGSC Settlement Agreement should be admitted into evidence without cross-examination by the RGSC Settling Parties. The RGSC Settling Parties further agree that this RGSC Settlement Agreement resolves all issues regarding rates for grandfathered solar customers in A.16-06-013, issues which are not being resolved through other settlement conferences in this proceeding, except as specified below. The RGSC Settling Parties request that the complementary outcomes of this RGSC Settlement Agreement be consolidated into the Commission's final decision in this GRC Phase II proceeding.

The RGSC Settlement Agreement describes rate design for grandfathered solar customers as set forth below. The recommendations for rates for grandfathered solar customers resolved by and presented in the RGSC Settlement Agreement are reasonable and should be adopted without modification. In addition, the RGSC Settling Parties have identified an issue, described below, that could not be resolved through negotiations. The RGSC Settling Parties therefore agree this remaining issue should proceed to litigation.

This RGSC Settlement Agreement is supplemental to the MC/RA Settlement Agreement. The RGSC Settlement Agreement uses the revenue allocation agreed to in the MC/RA Settlement, and addresses rate design issues that were not resolved in that initial settlement. The RGSC Settling Parties request that the complementary outcomes of the issues that were resolved

without litigation in this RGSC Settlement Agreement and the MC/RA Settlement Agreement, be consolidated into the Commission's final decision of this GRC Phase II proceeding.

B. Time of Use Transition

The RGSC Settling Parties acknowledge that rates with new TOU periods for non-residential customers will be implemented as part of this GRC Phase II proceeding. Further, the RGSC Settling Parties acknowledge that these new rates will become mandatory for commercial and industrial customers, except for those solar customers that are eligible for grandfathering under D.17-01-006. At the time that rates with new TOU periods become mandatory, solar customers that are eligible for grandfathering under D.17-01-006 will take service under grandfathered rate schedules that retain the current TOU periods (e.g. with a peak period of noon to 6 pm) unless they elect to take service under the new TOU periods. Rates for the grandfathered TOU periods that will be available beginning when new TOU periods become mandatory are specified in this Settlement Agreement. For purposes of this Settlement Agreement, rate schedules with new periods that are subject of this Settlement Agreement include Schedules A-1 TOU, A-6, A-10 TOU, E-19, E-19R, E-20 and E-20R.^{10/} Until the new TOU periods are mandatory, there is no special rate design for solar customers; they will continue to take service on the standard schedules with the current TOU periods.

C. Rate Design

The RGSC Settling Parties acknowledge that applying the new marginal cost allocations to the old TOU periods (i.e., those currently effective) will substantially flatten the rate differentials by TOU period. In particular, generation rates associated with the current noon to 6 pm peak period will be lower than generation rates in the partial peak period. Since rates that are lower in the peak period than the partial peak period would not be permitted under D.17-01-006,

^{10/} As noted below, agricultural rates for grandfathered solar customers have not been submitted with the initial settlement, but the RGSC Settling Parties anticipate that this Settlement Agreement will be subject to amendment at a later time to include agricultural rates for grandfathered solar customers.

the RGSC Settling Parties agree to “levelize” those two periods so that they have the same generation rate, except for schedules A-6, E-19 Option R, and E-20 Option R, as described in Section D below. Applying the new marginal cost allocations to the old TOU periods for distribution still results in slightly higher distribution rates in the peak period. The RGSC Settling Parties agree that distribution rates derived in this manner are suitable for grandfathered rates for solar customers. Therefore, the resulting total rates will be equal in the peak and partial peak periods in schedules without distribution TOU differentiation, and will have slightly higher peak rates in schedules that do have distribution TOU differentiation.

Except as noted in Sections D and E below, this rate design will be used for all grandfathered commercial and industrial schedules as soon as the new TOU periods become mandatory. Illustrative rates for commercial and industrial rate schedules are provided in Appendix A. The RGSC Settling Parties agree that the rates set forth in Appendix A are consistent with the revenue allocation set forth in Tables 1 and 2 of the MC/RA Settlement Agreement, which was based on March 1, 2017 effective rates. The RGSC Settling Parties further agree that the actual rates derived at the time of implementation shall be designed on an overall revenue-neutral basis to collect the then-required revenue allocated to each customer class. As a result, the actual rates that will be implemented will vary from those rates shown in Appendix A. However, the actual rates shall be based on the same rate relationships provided in the illustrative rates but modified to reflect sales and revenue requirement changes that take place between March 1, 2017 and the date these rates become effective. In order to transition rates from the illustrative rates shown in Appendix A to the date the rates become effective, PG&E will apply the rules for rates changes between General Rate Cases (GRCs) as set forth in the MC/RA Settlement Agreement and as specified in this Settlement Agreement.

D. Schedules A-6, E-19 Option R, and E-20 Option R

Schedules A-6, E-19 Option R, and E-20 Option R are the commercial rate schedules with the highest concentration of solar customers. They also currently have high TOU differentials. Once the grandfathered rate design takes effect, immediately flattening the differentials would be a major change for customers on these schedules. This change in energy rate differentials on Schedules A-6, E-19 Option R and E-20 Option R can be seen in Appendix A. Therefore, the Settling Parties agree to a transition plan to gradually lower the generation differential between the peak and partial peak periods over several years, such that these

schedules will not immediately be revised to the levels shown for other schedules in Appendix A. Distribution TOU differentials are to be set at the cost-based levels as described above as soon as the new TOU periods become mandatory and will remain in effect until the implementation of a decision in the 2023 GRC Phase II proceeding. Therefore, Schedules A-6, E-20 Option R and E-19 Option R will have predefined TOU differentials until they are reconsidered in the 2023 GRC Phase II proceeding. The rate design rules for setting demand charges for Option R as well as handling rate changes between GRC proceedings will be the same as for other commercial and industrial schedules and are described in Section F below. The residual distribution energy revenue in the Option R schedules will be collected as an equal cents per kWh adder in order to preserve these TOU differentials.

The predefined generation and distribution TOU differentials for these schedules are given in Table 1 and Table 2 below.

Table 1
Generation TOU Differentials for Grandfathered Solar Customers in A-6, E-19
Option R, and E-20 Option R

	2020*	2021	2022	2023
A-6				
Summer Peak over Partial Peak	0.14808	0.09872	0.04936	0.00000
Summer Partial Peak over Off Peak	0.02893	0.03053	0.03214	0.03375
Winter Partial Peak over Off Peak	0.00071	0.00071	0.00071	0.00071
Summer Off Peak over Winter Off Peak	0.01009	0.01009	0.01009	0.01009
E-19 Secondary Option R				
Summer Peak over Partial Peak	0.05211	0.03474	0.01737	0.00000
Summer Partial Peak over Off Peak	0.02163	0.02547	0.02931	0.03315
Winter Partial Peak over Off Peak	0.00071	0.00071	0.00071	0.00071
Summer Off Peak over Winter Off Peak	0.00330	0.00330	0.00330	0.00330
E-19 Primary Option R				
Summer Peak over Partial Peak	0.04632	0.03088	0.01544	0.00000
Summer Partial Peak over Off Peak	0.01917	0.02256	0.02596	0.02935
Winter Partial Peak over Off Peak	0.00067	0.00067	0.00067	0.00067
Summer Off Peak over Winter Off Peak	0.00314	0.00314	0.00314	0.00314
E-19 Transmission Option R				
Summer Peak over Partial Peak	0.04079	0.02720	0.01360	0.00000
Summer Partial Peak over Off Peak	0.01679	0.01974	0.02270	0.02566
Winter Partial Peak over Off Peak	0.00066	0.00066	0.00066	0.00066
Summer Off Peak over Winter Off Peak	0.00309	0.00309	0.00309	0.00309
E-20 Secondary Option R				
Summer Peak over Partial Peak	0.04490	0.02994	0.01497	0.00000
Summer Partial Peak over Off Peak	0.02037	0.02371	0.02704	0.03037
Winter Partial Peak over Off Peak	0.00071	0.00071	0.00071	0.00071
Summer Off Peak over Winter Off Peak	0.00330	0.00330	0.00330	0.00330
E-20 Primary Option R				
Summer Peak over Partial Peak	0.05242	0.03495	0.01747	0.00000
Summer Partial Peak over Off Peak	0.02013	0.02394	0.02774	0.03155
Winter Partial Peak over Off Peak	0.00067	0.00067	0.00067	0.00067
Summer Off Peak over Winter Off Peak	0.00314	0.00314	0.00314	0.00314
E-20 Transmission Option R				
Summer Peak over Partial Peak	0.05232	0.03488	0.01744	0.00000
Summer Partial Peak over Off Peak	0.01984	0.02363	0.02742	0.03121
Winter Partial Peak over Off Peak	0.00066	0.00066	0.00066	0.00066
Summer Off Peak over Winter Off Peak	0.00309	0.00309	0.00309	0.00309

*The generation transition plan will begin the later of the 2020 Annual Electric True Up (AET) or the start of the new mandatory TOU periods. Subsequent years will be implemented in each year's AET.

Table 2
Distribution TOU Differentials for Grandfathered Solar Customers in A-6, E-19
Option R, and E-20 Option R

	2020* through 2023
A-6	
Summer Peak over Partial Peak	0.04151
Summer Partial Peak over Off Peak	0.01873
Winter Partial Peak over Off Peak	0.00033
Summer Off Peak over Winter Off Peak	0.00000
E-19 Secondary Option R	
Summer Peak over Partial Peak	0.01621
Summer Partial Peak over Off Peak	0.01052
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-19 Primary Option R	
Summer Peak over Partial Peak	0.01371
Summer Partial Peak over Off Peak	0.01003
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-19 Transmission Option R	
Summer Peak over Partial Peak	0.00000
Summer Partial Peak over Off Peak	0.00000
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-20 Secondary Option R	
Summer Peak over Partial Peak	0.01719
Summer Partial Peak over Off Peak	0.01090
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-20 Primary Option R	
Summer Peak over Partial Peak	0.01460
Summer Partial Peak over Off Peak	0.00936
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000
E-20 Transmission Option R	
Summer Peak over Partial Peak	0.00000
Summer Partial Peak over Off Peak	0.00000
Winter Partial Peak over Off Peak	0.00000
Summer Off Peak over Winter Off Peak	0.00000

*Effective the later of the 2020 AET or the start of the new mandatory TOU periods

Should the start of mandatory TOU periods occur after 2020, the transition plan will start with that year's specified differentials. The values shown in Tables 1 and 2 are the actual rate values that will be used to calculate rates at the time of implementation until a decision in Phase II of PG&E's 2023 GRC. The TOU differentials for both generation and distribution will be reconsidered in PG&E's 2023 GRC Phase II application based on then-current cost of service information and the requirements of D.17-01-006.

E. Other

(1) This Settlement Agreement does not include rates for grandfathered agricultural solar customers or residential customers. RGSC Settling Parties anticipate that this Settlement Agreement will be subject to amendment to address rates for grandfathered agricultural solar customers. This Settlement Agreement also does not include special rates for grandfathered RES-BCT customers. These will be litigated as discussed in Section G below.

(2) In Revised Exhibit (PG&E-8), Chapter 6, Section D, PG&E describes its proposal to eliminate the Schedule A-6 Solar Pilot Program for customers over 500 kW. As part of PG&E's proposal, customers that are taking service on this pilot would have been moved to an otherwise applicable rate schedule following a decision in this proceeding. However, under the grandfathering terms of D.17-01-006, these customers will be grandfathered on the A-6 rate schedule under the current TOU periods for a period of up to ten years, but not later than through the end of 2027 for schools and July 31, 2027 for all other eligible non-residential customers. As such, no separate transition plan as proposed by PG&E is necessary. Instead, these customers would be moved to their otherwise applicable schedule as their grandfathering period ends.

F. Rate Changes Between GRC Phase II Proceedings

Except for the fixed differentials specified in Section D, grandfathered rates use the same rules as rates for standard TOU periods for rate changes due to revenue requirement and sales changes between GRC Phase II proceedings. By the time rates for grandfathered TOU periods are needed, rates and revenues for the equivalent schedules under the new TOU periods will already be in place. All grandfathered rate schedules will be designed to be revenue neutral to their standard counterparts and revenue requirement changes will affect both types by the same amount. The rates for all components except generation and distribution will be the same as the

otherwise applicable tariff. In this RGSC Settlement Agreement, rules for setting generation rates and distribution rates for rate changes between GRCs are set forth below:

(1) Generation: Rates will be designed to collect the same generation revenue as the standard schedule. Demand and energy charges will be designed to adjust each charge by the same percentage change as the standard schedule. However, the change in energy charges will be determined as an equal cents per kWh adder that is adequate to collect any necessary change in energy charge revenue. Grandfathered rate schedules with a specified transition plan in Section D will have those specified TOU differentials adopted along with rate changes in the Annual Electric True Up (AET) of each year in the transition plan. This approach to setting the energy charges will ensure that the differential in energy charges between seasons and TOU periods remains the same on a cents per kWh basis.

(2) Distribution: Rates will be designed to collect the same distribution revenue as the standard schedule. Customer charges will be set to the same level as the standard schedule. Demand and energy charges will be designed to adjust each charge by the same percentage change as the standard schedule. However, the change in energy charges will be determined as an equal cents per kWh adder that is adequate to collect any necessary change in energy charge revenue. Grandfathered rate schedules with a specified transition plan in Section D will have those specified TOU differentials adopted along with rate changes in the AET of each year in the transition plan. This approach to setting the energy charges will ensure that the differential in energy charges between seasons and TOU periods remains the same on a cents per kWh basis.

G. Issues Deferred to Litigation

In its Direct Testimony, the County of San Joaquin presented its pricing proposal for customers served under Schedule RES-BCT.^{11/} The RGSC Settling Parties were unable to agree on the pricing approach or transition period for participants on the RES-BCT program, and have agreed to defer this issue to litigation. However, the RGSC Settling Parties agree that customers

^{11/} See San Joaquin County Direct Testimony (McCann, Stone, Williard), dated May 19, 2017, as supplemented on December 8, 2017.

served under Schedule RES-BCT that are eligible for grandfathered treatment under D.17-01-006 would also be eligible for the rates for grandfathered TOU periods as set forth in this settlement agreement.

VI. TIMING OF RATE CHANGES

The provisions regarding the timing of this GRC Phase II rate change, and rate changes between General Rate Cases agreed to in the MC/RA Settlement Agreement, shall apply to this RGSC Settlement Agreement unless specifically noted above or otherwise determined by the Commission.

To the extent that any elements of this RGSC 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 RGSC Settling Parties recognize that these changes must be coordinated with the mandatory transition of customers to the new TOU periods and could take an extended period to implement.

VII. SETTLEMENT EXECUTION

This RGSC Settlement Agreement may be executed in separate counterparts by different RGSC Settling Parties hereto and all so executed will be binding and have the same effect as if all the RGSC 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 RGSC Settling Parties do not appear on the same page of this RGSC Settlement Agreement. This RGSC Settlement Agreement shall become effective among the RGSC Settling Parties on the date the last Settling Party executes the RGSC Settlement Agreement, as indicated below. In witness whereof and intending to be legally bound by the Terms and Conditions of this RGSC Settlement Agreement as stated above, the RGSC Settling Parties duly execute this RGSC Settlement Agreement on behalf of the RGSC 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 RGSC Settlement Agreement.

California Solar Energy Industries Association

By: Brian Hume

Title: Policy Director

Date: 1-18-18

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

Pacific Gas and Electric Company

By: Gail H. Alcorn

Title: Chief Counsel, Rate Making

Date: 1/22/18

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

Solar Energy Industries Association



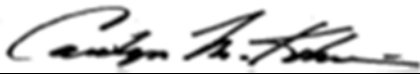
By:
Rick Umoff

Title: Regulatory Counsel and California Director

Date: January 12, 2018

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

Energy Users Forum

By: 

Title: Consultant

Date: January 16, 2018

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

Energy Freedom Coalition of America

By: 

Title: Counsel

Date: January 19, 2018

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

Small Business Utility Advocates

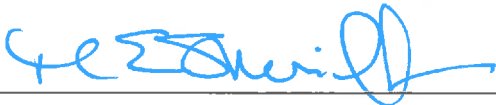
By: 

Title: _____

Date: _____

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

California Large Energy Consumers Association

By: 

Title: Counsel

Date: 1/16/2018

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

Energy Producers and Users Coalition

By: Katy Morsony

Title: Counsel

Date: January 12, 2018

APPENDIX A

TO

**SUPPLEMENTAL SETTLEMENT AGREEMENT
ON TOU RATES FOR GRANDFATHERED SOLAR
CUSTOMERS**

Pacific Gas and Electric Company
2017 General Rate Case - Phase II
Settlement Agreement for Time of Use Rates for Grandfathered Solar Customers Appendix A
Present and Illustrative Proposed Rates for Grandfathered TOU Periods

PRESENT RATES

PROPOSED RATES

A-1 TOU

	Dist	Gen	PPP	Other	Total		Dist	Gen	PPP	Other	Total	
ENERGY CHARGE (/kWh)												
Summer												
Peak	.08107	.14538	.01613	.03491	.27749		.07289	.11987	.01593	.03491	.24360	
Part-Peak	.08107	.13605	.01613	.03491	.26816		.07289	.11987	.01593	.03491	.24360	
Off-Peak	.08107	.10765	.01613	.03491	.23976		.07289	.09516	.01593	.03491	.21889	
Winter												
Part-Peak	.06241	.08851	.01613	.03491	.20195		.05604	.08912	.01593	.03491	.19601	
Off-Peak	.06241	.06869	.01613	.03491	.18213		.05604	.08854	.01593	.03491	.19543	
Super Off-Peak							.05604	.08854	.01593	.03491	.19543	
CUSTOMER CHARGE (/meter/day)												
Single-phase	.32854				.32854	10.00	.49281				.49281	15.00
Polyphase	.65708				.65708	20.00	1.31417				1.31417	40.00

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	Dist	Gen	PPP	Other	Total		Dist	Gen	PPP	Other	Total	
ENERGY CHARGE (/kWh)												
Summer												
Peak	.14084	.36486	.01416	.03491	.55478		.11933	.12965	.01478	.03491	.29867	
Part-Peak	.08360	.12528	.01416	.03491	.25796		.07782	.12965	.01478	.03491	.25716	
Off-Peak	.07031	.06699	.01416	.03491	.18637		.05908	.09590	.01478	.03491	.20468	
Winter												
Part-Peak	.06289	.09245	.01416	.03491	.20441		.05942	.08652	.01478	.03491	.19564	
Off-Peak	.06214	.07496	.01416	.03491	.18617		.05908	.08581	.01478	.03491	.19459	
Super Off-Peak							.05908	.08581	.01478	.03491	.19459	
CUSTOMER CHARGE (/meter/day)												
Single-phase	.32854				.32854	10.00	.49281				.49281	15.00
Polyphase	.65708				.65708	20.00	1.31417				1.31417	40.00
OPTIONAL METER DATA												
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00	.98563				.98563	30.00

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A-10 TOU	PRESENT RATES					PROPOSED RATES					
	Dist	Gen	PPP	Other	Total	Dist	Gen	PPP	Other	Total	
DEMAND CHARGE (/kW)											
Transmission											
Summer	1.12	3.37		7.19	11.68	1.33	.00		7.19	8.52	
Winter	1.12	.00		7.19	8.31	1.33	.00		7.19	8.52	
Primary											
Summer	5.90	4.28		7.19	17.38	3.90	.00		7.19	11.09	
Winter	4.04	.00		7.19	11.23	3.90	.00		7.19	11.09	
Secondary											
Summer	6.18	4.89		7.19	18.26	4.09	.00		7.19	11.28	
Winter	3.74	.00		7.19	10.93	4.09	.00		7.19	11.28	
ENERGY CHARGE (/kWh)											
Transmission											
Summer											
Peak	.00573	.13732	.01342	.01301	.16948	.00648	.10687	.01175	.01301	.13811	
Part-Peak	.00573	.09044	.01342	.01301	.12260	.00648	.10687	.01175	.01301	.13811	
Off-Peak	.00573	.06514	.01342	.01301	.09730	.00648	.08222	.01175	.01301	.11346	
Winter											
Part-Peak	.00573	.07865	.01342	.01301	.11081	.00648	.07498	.01175	.01301	.10623	
Off-Peak	.00573	.06408	.01342	.01301	.09624	.00648	.07432	.01175	.01301	.10557	
Super Off-Peak						.00648	.07432	.01175	.01301	.10557	
Primary											
Summer											
Peak	.02968	.14944	.01383	.01301	.20596	.03705	.11651	.01411	.01301	.18067	
Part-Peak	.02968	.09888	.01383	.01301	.15540	.03705	.11651	.01411	.01301	.18067	
Off-Peak	.02968	.07225	.01383	.01301	.12878	.03705	.09119	.01411	.01301	.15535	
Winter											
Part-Peak	.02037	.08518	.01383	.01301	.13239	.02066	.08377	.01411	.01301	.13155	
Off-Peak	.02037	.06930	.01383	.01301	.11651	.02066	.08310	.01411	.01301	.13088	
Super Off-Peak						.02066	.08310	.01411	.01301	.13088	
Secondary											
Summer											
Peak	.03077	.15972	.01416	.01301	.21766	.03637	.12529	.01446	.01301	.18914	
Part-Peak	.03077	.10459	.01416	.01301	.16253	.03637	.12529	.01446	.01301	.18914	
Off-Peak	.03077	.07652	.01416	.01301	.13446	.03637	.09851	.01446	.01301	.16235	
Winter											
Part-Peak	.01854	.08864	.01416	.01301	.13436	.02052	.09067	.01446	.01301	.13867	
Off-Peak	.01854	.07158	.01416	.01301	.11729	.02052	.08996	.01446	.01301	.13796	
Super Off-Peak						.02052	.08996	.01446	.01301	.13796	
CUSTOMER CHARGE (/meter/day)	4.59959				4.59959	140.00	4.59959			4.59959	140.00
OPTIONAL METER DATA											
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00	.98563			.98563	30.00

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E-19 Secondary FIRM											
	Dist	Gen	PPP	Other	Total	Dist	Gen	PPP	Other	Total	
DEMAND CHARGES (/kW)											
Summer											
Peak	6.01	12.63		.00	18.64	3.31	2.54		.00	5.85	
Part-Peak	2.06	3.12		.00	5.18	1.39	2.54		.00	3.93	
Maximum	10.37	.00		7.19	17.56	12.25	.00		7.19	19.45	
Winter											
Part-Peak	.12	.00		.00	.12	.00	.00		.00	.00	
Maximum	10.37	.00		7.19	17.56	12.25	.00		7.19	19.45	
DEMAND CHARGES - OPTION R (\$/kW)											
Summer											
Peak	1.50	.00		.00	1.50	.83	.00		.00	.83	
Part-Peak	.51	.00		.00	.51	.35	.00		.00	.35	
Maximum	10.37	.00		7.19	17.56	12.25	.00		7.19	19.45	
Winter											
Part-Peak	.03	.00		.00	.03	.00	.00		.00	.00	
Maximum	10.37	.00		7.19	17.56	12.25	.00		7.19	19.45	
ENERGY CHARGES (/kWh)											
Summer											
Peak	.00000	.12552	.01341	.01285	.15178	.00000	.09434	.01358	.01285	.12077	
Part-Peak	.00000	.08501	.01341	.01285	.11128	.00000	.09434	.01358	.01285	.12077	
Off-Peak	.00000	.05819	.01341	.01285	.08445	.00000	.08836	.01358	.01285	.11479	
Winter											
Part-Peak	.00000	.07947	.01341	.01285	.10573	.00000	.08577	.01358	.01285	.11220	
Off-Peak	.00000	.06485	.01341	.01285	.09111	.00000	.08506	.01358	.01285	.11149	
Super Off-Peak						.00000	.08506	.01358	.01285	.11149	
ENERGY CHARGES - OPTION R (/kWh)											
Summer											
Peak	.04853	.26474	.01341	.01285	.33954	.02673	.12151	.01358	.01285	.17467	
Part-Peak	.01554	.11750	.01341	.01285	.15930	.01052	.12151	.01358	.01285	.15846	
Off-Peak	.00000	.05819	.01341	.01285	.08445	.00000	.08836	.01358	.01285	.11479	
Winter											
Part-Peak	.00049	.07947	.01341	.01285	.10622	.00000	.08577	.01358	.01285	.11220	
Off-Peak	.00000	.06485	.01341	.01285	.09111	.00000	.08506	.01358	.01285	.11149	
Super Off-Peak						.00000	.08506	.01358	.01285	.11149	
CUSTOMER CHARGE (/meter/day)											
E-19	19.71253				19.71253	600.00				23.65503	720.00
Rate V	4.59959				4.59959	140.00				4.59959	140.00
POWER FACTOR ADJUSTMENT (/k)											
	.00005				.00005					.00005	
per kWh charge or credit to be applicable per each 1% deviation above or below standard power factor of 85%											
OPTIONAL METER DATA											
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00				.98563	30.00

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E-19 Primary FIRM											
	Dist	Gen	PPP	Other	Total	Dist	Gen	PPP	Other	Total	
DEMAND CHARGES (/kW)											
Summer											
Peak	5.31	11.29		.00	16.60	2.68	2.09		.00	4.77	
Part-Peak	1.78	2.75		.00	4.53	1.24	2.09		.00	3.33	
Maximum	7.21	.00		7.19	14.41	9.01	.00		7.19	16.20	
Winter											
Part-Peak	.15	.00		.00	.15	.00	.00		.00	.00	
Maximum	7.21	.00		7.19	14.41	9.01	.00		7.19	16.20	
DEMAND CHARGES - OPTION R (\$/kW)											
Summer											
Peak	1.33	.00		.00	1.33	.67	.00		.00	.67	
Part-Peak	.44	.00		.00	.44	.31	.00		.00	.31	
Maximum	7.21	.00		7.19	14.41	9.01	.00		7.19	16.20	
Winter											
Part-Peak	.04	.00		.00	.04	.00	.00		.00	.00	
Maximum	7.21	.00		7.19	14.41	9.01	.00		7.19	16.20	
ENERGY CHARGES (/kWh)											
Summer											
Peak	.00000	.11638	.01242	.01285	.14165	.00000	.08648	.01278	.01285	.11212	
Part-Peak	.00000	.07800	.01242	.01285	.10327	.00000	.08648	.01278	.01285	.11212	
Off-Peak	.00000	.05333	.01242	.01285	.07860	.00000	.08076	.01278	.01285	.10640	
Winter											
Part-Peak	.00000	.07282	.01242	.01285	.09809	.00000	.07829	.01278	.01285	.10393	
Off-Peak	.00000	.05942	.01242	.01285	.08469	.00000	.07762	.01278	.01285	.10326	
Super Off-Peak						.00000	.07762	.01278	.01285	.10326	
ENERGY CHARGES - OPTION R (/kWh)											
Summer											
Peak	.04713	.24990	.01242	.01285	.32231	.02375	.11012	.01278	.01285	.15949	
Part-Peak	.01457	.10836	.01242	.01285	.14821	.01003	.11012	.01278	.01285	.14578	
Off-Peak	.00000	.05333	.01242	.01285	.07860	.00000	.08076	.01278	.01285	.10640	
Winter											
Part-Peak	.00065	.07282	.01242	.01285	.09874	.00000	.07829	.01278	.01285	.10393	
Off-Peak	.00000	.05942	.01242	.01285	.08469	.00000	.07762	.01278	.01285	.10326	
Super Off-Peak						.00000	.07762	.01278	.01285	.10326	
CUSTOMER CHARGE (/meter/day)											
E-19	32.85421				32.85421	1000.00				36.13963	1100.00
Rate V	4.59959				4.59959	140.00				4.59959	140.00
POWER FACTOR ADJUSTMENT (/k)											
	.00005				.00005					.00005	
per kWh charge or credit to be applicable per each 1% deviation above or below standard power factor of 85%											
OPTIONAL METER DATA											
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00				.98563	30.00

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E-19 Transmission											
Firm	Dist	Gen	PPP	Other	Total	Dist	Gen	PPP	Other	Total	
DEMAND CHARGES (/kW)											
Summer											
Peak	.00	12.42		.00	12.42	.00	1.57		.00	1.57	
Part-Peak	.00	3.11		.00	3.11	.00	1.57		.00	1.57	
Maximum	1.94	.00		7.19	9.14	2.62	.00		7.19	9.82	
Winter											
Part-Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Maximum	1.94	.00		7.19	9.14	2.62	.00		7.19	9.82	
DEMAND CHARGES - OPTION R (\$/kW)											
Summer											
Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Part-Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Maximum	1.94	.00		7.19	9.14	2.62	.00		7.19	9.82	
Winter											
Part-Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Maximum	1.94	.00		7.19	9.14	2.62	.00		7.19	9.82	
ENERGY CHARGES (/kWh)											
Summer											
Peak	.00000	.08032	.01242	.01285	.10559	.00000	.08162	.01242	.01285	.10689	
Part-Peak	.00000	.06771	.01242	.01285	.09299	.00000	.08162	.01242	.01285	.10689	
Off-Peak	.00000	.05104	.01242	.01285	.07631	.00000	.07596	.01242	.01285	.10123	
Winter											
Part-Peak	.00000	.06970	.01242	.01285	.09497	.00000	.07353	.01242	.01285	.09880	
Off-Peak	.00000	.05689	.01242	.01285	.08216	.00000	.07287	.01242	.01285	.09814	
Super Off-Peak						.00000	.07287	.01242	.01285	.09814	
ENERGY CHARGES - OPTION R (/kWh)											
Summer											
Peak	.00000	.24902	.01242	.01285	.27429	.00000	.10162	.01242	.01285	.12689	
Part-Peak	.00000	.10494	.01242	.01285	.13021	.00000	.10162	.01242	.01285	.12689	
Off-Peak	.00000	.05104	.01242	.01285	.07631	.00000	.07596	.01242	.01285	.10123	
Winter											
Part-Peak	.00000	.06970	.01242	.01285	.09497	.00000	.07353	.01242	.01285	.09880	
Off-Peak	.00000	.05689	.01242	.01285	.08216	.00000	.07287	.01242	.01285	.09814	
Super Off-Peak						.00000	.07287	.01242	.01285	.09814	
CUSTOMER CHARGE (/meter/day)											
E-19	59.13758				59.13758	1800.00	45.99589			45.99589	1400.00
Rate V	4.59959				4.59959	140.00	4.59959			4.59959	140.00
POWER FACTOR ADJUSTMENT (/k)											
	.00005				.00005		.00005			.00005	
per kWh charge or credit to be applicable per each 1% deviation above or below standard power factor of 85%											
OPTIONAL METER DATA											
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00	.98563			.98563	30.00

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E-20 Secondary Firm	Dist	Gen	PPP	Other	Total		Dist	Gen	PPP	Other	Total	
DEMAND CHARGES (/kW)												
Summer												
Peak	5.81	12.24		.00	18.05		3.73	2.42		.00	6.15	
Part-Peak	1.99	3.02		.00	5.01		1.49	2.42		.00	3.91	
Maximum	9.90	.00		7.54	17.44		11.16	.00		7.54	18.70	
Winter												
Part-Peak	.05	.00		.00	.05		.00	.00		.00	.00	
Maximum	9.90	.00		7.54	17.44		11.16	.00		7.54	18.70	
DEMAND CHARGES - OPTION R (\$/kW)												
Summer												
Peak	1.45	.00		.00	1.45		.93	.00		.00	.93	
Part-Peak	.50	.00		.00	.50		.37	.00		.00	.37	
Maximum	9.90	.00		7.54	17.44		11.16	.00		7.54	18.70	
Winter												
Part-Peak	.01	.00		.00	.01		.00	.00		.00	.00	
Maximum	9.90	.00		7.54	17.44		11.16	.00		7.54	18.70	
ENERGY CHARGES (/kWh)												
Summer												
Peak	.00000	.11670	.01311	.01263	.14244		.00000	.08960	.01308	.01263	.11531	
Part-Peak	.00000	.07985	.01311	.01263	.10559		.00000	.08960	.01308	.01263	.11531	
Off-Peak	.00000	.05455	.01311	.01263	.08029		.00000	.08368	.01308	.01263	.10939	
Winter												
Part-Peak	.00000	.07450	.01311	.01263	.10024		.00000	.08109	.01308	.01263	.10680	
Off-Peak	.00000	.06079	.01311	.01263	.08653		.00000	.08038	.01308	.01263	.10609	
Super Off-Peak							.00000	.08038	.01308	.01263	.10609	
ENERGY CHARGES - OPTION R (/kWh)												
Summer												
Peak	.04386	.24075	.01311	.01263	.31035		.02810	.11405	.01308	.01263	.16786	
Part-Peak	.01458	.11029	.01311	.01263	.15061		.01090	.11405	.01308	.01263	.15067	
Off-Peak	.00000	.05455	.01311	.01263	.08029		.00000	.08368	.01308	.01263	.10939	
Winter												
Part-Peak	.00019	.07450	.01311	.01263	.10043		.00000	.08109	.01308	.01263	.10680	
Off-Peak	.00000	.06079	.01311	.01263	.08653		.00000	.08038	.01308	.01263	.10609	
Super Off-Peak							.00000	.08038	.01308	.01263	.10609	
CUSTOMER CHARGE(/meter/day)	39.42505				39.42505	1200.00	42.71047				42.71047	1300.00
POWER FACTOR ADJUSTMENT (/k)	.00005				.00005		.00005				.00005	
per kWh charge or credit to be applicable per each 1% deviation above or below standard power factor of 85%												
OPTIONAL METER DATA												
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00	.98563				.98563	30.00

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PRESENT RATES						PROPOSED RATES					
E-20 Primary Firm	Dist	Gen	PPP	Other	Total	Dist	Gen	PPP	Other	Total	
DEMAND CHARGES (/kW)											
Summer											
Peak	5.82	13.44		.00	19.26	3.14	2.65		.00	5.78	
Part-Peak	1.95	3.18		.00	5.13	1.36	2.65		.00	4.00	
Maximum	7.55	.00		7.54	15.09	9.24	.00		7.54	16.79	
Winter											
Part-Peak	.12	.00		.00	.12	.00	.00		.00	.00	
Maximum	7.55	.00		7.54	15.09	9.24	.00		7.54	16.79	
DEMAND CHARGES - OPTION R (\$/kW)											
Summer											
Peak	1.46	.00		.00	1.46	.78	.00		.00	.78	
Part-Peak	.49	.00		.00	.49	.34	.00		.00	.34	
Maximum	7.55	.00		7.54	15.09	9.24	.00		7.54	16.79	
Winter											
Part-Peak	.03	.00		.00	.03	.00	.00		.00	.00	
Maximum	7.55	.00		7.54	15.09	9.24	.00		7.54	16.79	
ENERGY CHARGES (/kWh)											
Summer											
Peak	.00000	.11932	.01204	.01257	.14393	.00000	.08663	.01225	.01257	.11145	
Part-Peak	.00000	.07870	.01204	.01257	.10331	.00000	.08663	.01225	.01257	.11145	
Off-Peak	.00000	.05372	.01204	.01257	.07833	.00000	.08086	.01225	.01257	.10568	
Winter											
Part-Peak	.00000	.07335	.01204	.01257	.09796	.00000	.07839	.01225	.01257	.10321	
Off-Peak	.00000	.05986	.01204	.01257	.08447	.00000	.07772	.01225	.01257	.10254	
Super Off-Peak						.00000	.07772	.01225	.01257	.10254	
ENERGY CHARGES - OPTION R (/kWh)											
Summer											
Peak	.04458	.25759	.01204	.01257	.32678	.02396	.11241	.01225	.01257	.16119	
Part-Peak	.01353	.10856	.01204	.01257	.14670	.00936	.11241	.01225	.01257	.14659	
Off-Peak	.00000	.05372	.01204	.01257	.07833	.00000	.08086	.01225	.01257	.10568	
Winter											
Part-Peak	.00047	.07335	.01204	.01257	.09843	.00000	.07839	.01225	.01257	.10321	
Off-Peak	.00000	.05986	.01204	.01257	.08447	.00000	.07772	.01225	.01257	.10254	
Super Off-Peak						.00000	.07772	.01225	.01257	.10254	
CUSTOMER CHARGE (/meter/day)	49.28131				49.28131	1500.00	42.71047			42.71047	1300.00
POWER FACTOR ADJUSTMENT (/k)	.00005				.00005		.00005			.00005	
per kWh charge or credit to be applicable per each 1% deviation above or below standard power factor of 85%											
OPTIONAL METER DATA											
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00	.98563			.98563	30.00

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PRESENT RATES						PROPOSED RATES					
E-20 Transmission Firm	Dist	Gen	PPP	Other	Total	Dist	Gen	PPP	Other	Total	
DEMAND CHARGES (/kW)											
Summer											
Peak	.00	15.89		.00	15.89	.00	2.54		.00	2.54	
Part-Peak	.00	3.79		.00	3.79	.00	2.54		.00	2.54	
Maximum	.77	.00		7.54	8.31	.91	.00		7.54	8.46	
Winter											
Part-Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Maximum	.77	.00		7.54	8.31	.91	.00		7.54	8.46	
DEMAND CHARGES - OPTION R (\$/kW)											
Summer											
Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Part-Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Maximum	.77	.00		7.54	8.31	.91	.00		7.54	8.46	
Winter											
Part-Peak	.00	.00		.00	.00	.00	.00		.00	.00	
Maximum	.77	.00		7.54	8.31	.91	.00		7.54	8.46	
ENERGY CHARGES (/kWh)											
Summer											
Peak	.00000	.07798	.01032	.01250	.10081	.00000	.08007	.01067	.01250	.10324	
Part-Peak	.00000	.06575	.01032	.01250	.08857	.00000	.08007	.01067	.01250	.10324	
Off-Peak	.00000	.04956	.01032	.01250	.07238	.00000	.07440	.01067	.01250	.09758	
Winter											
Part-Peak	.00000	.06767	.01032	.01250	.09050	.00000	.07197	.01067	.01250	.09515	
Off-Peak	.00000	.05524	.01032	.01250	.07806	.00000	.07131	.01067	.01250	.09449	
Super Off-Peak						.00000	.07131	.01067	.01250	.09449	
ENERGY CHARGES - OPTION R (/kWh)											
Summer											
Peak	.00000	.24855	.01032	.01250	.27138	.00000	.10562	.01067	.01250	.12879	
Part-Peak	.00000	.10174	.01032	.01250	.12456	.00000	.10562	.01067	.01250	.12879	
Off-Peak	.00000	.04956	.01032	.01250	.07238	.00000	.07440	.01067	.01250	.09758	
Winter											
Part-Peak	.00000	.06767	.01032	.01250	.09050	.00000	.07197	.01067	.01250	.09515	
Off-Peak	.00000	.05524	.01032	.01250	.07806	.00000	.07131	.01067	.01250	.09449	
Super Off-Peak						.00000	.07131	.01067	.01250	.09449	
CUSTOMER CHARGE (/meter/day)	65.70842				65.70842	2000.00	49.28131			49.28131	1500.00
POWER FACTOR ADJUSTMENT (/k)	.00005				.00005		.00005			.00005	
per kWh charge or credit to be applicable per each 1% deviation above or below standard power factor of 85%											
OPTIONAL METER DATA											
ACCESS CHARGE (/meter/day)	.98563				.98563	30.00	.98563			.98563	30.00