

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

Application of Southern California Edison
Company (U 338-E) to Establish Marginal Costs,
Allocate Revenues, and Design Rates.

A.17-06-030
(Filed June 30, 2017)

**MOTION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)
AND SETTLING PARTIES FOR ADOPTION OF SOLAR GRANDFATHERED
COMMERCIAL AND INDUSTRIAL CUSTOMER TOU PERIOD
MITIGATION SETTLEMENT AGREEMENT**

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Dated: **July 23, 2018**

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I.

INTRODUCTION

Pursuant to Rule 12.1 *et seq.* of the California Public Utilities Commission’s (Commission’s) Rules of Practice and Procedure, Southern California Edison Company (SCE), on behalf of itself and the Settling Parties,¹ files this motion that requests the Commission find reasonable and adopt the “Solar Grandfathered Commercial and Industrial Customer TOU Period Mitigation Settlement Agreement” (Settlement Agreement), which is appended to this Motion as Attachment A.

The Settling Parties have executed a Settlement Agreement that resolves the issues surrounding grandfathered rates for eligible Commercial & Industrial (C&I) solar customers, including grandfathering eligibility, duration, and rate design. The Settlement Agreement embodies both uncontested proposals made by SCE in its application and compromise positions

¹ The Settling Parties or Parties are SCE; Small Business Utility Advocates (SBUA); California Large Energy Consumers Association (CLECA); Energy Users Forum (EUF); Solar Energy Industries Association (SEIA); and California Solar & Storage Association (CALSSA). Pursuant to Rule 1.8(d), SCE has been authorized to file this motion on behalf of the Settling Parties.

that have resulted from intensive good-faith settlement negotiations in what has been deemed settlement “Track No. 8” of this proceeding. The resulting settlement embodies a carefully-struck compromise and balance between the Commission’s rate design principles of customer investment certainty and bill impact mitigation, on the one hand, and cost causation and cost responsibility, on the other hand. The Settlement Agreement is also completely consistent with recent Commission decisions and guidance on the appropriate amount and duration of grandfathering for solar customers in the face of changing time-of-use (TOU) periods.

Section II of this Motion provides the regulatory background related to this proceeding. Section III describes in general the positions advocated by the Parties and the terms of the Settlement Agreement. Section IV demonstrates that the Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest, and that it should be adopted without modification. Section V discusses the procedural requests of the Settling Parties for disposing of this Motion and implementing revised rates.

II.

REGULATORY BACKGROUND

A. Background of this Proceeding

This proceeding was initiated by the filing of SCE’s application on June 30, 2017, along with service of SCE’s prepared direct testimony regarding marginal costs, revenue allocation and rate design. On November 22, 2017, the Assigned Commissioner and Assigned Administrative Law Judge issued a Scoping Memo and Ruling following a November 2, 2017 prehearing conference. ORA served its initial testimony on February 16, 2018. On March 21 and 23, 2018 (respectively), SBUA and SEIA submitted prepared testimony regarding solar grandfathered C&I customer TOU period rate design issues that are addressed by this Settlement Agreement.

The Settling Parties represent a broad spectrum of customer interests, as indicated in Paragraph 1 of the Settlement Agreement. Each Settling Party represents customers or groups of customers who are affected by, and have an interest in, the resolution of the solar grandfathered C&I customer TOU period rate design issues that are addressed by this Settlement Agreement.

SCE provided notice to all parties of its intent to conduct a settlement conference related to all issues raised in the proceeding, and an initial settlement conference was held on April 6, 2018. Continuing settlement discussions occurred among the parties after April 6, 2018. Specific to this Settlement Agreement, the Settling Parties commenced “Track No. 8” settlement discussions on June 5, 2018. This Motion with its accompanying Settlement Agreement follows.

III.

SUMMARY OF POSITIONS AND SETTLEMENT

The Settlement Agreement resolves issues related to solar grandfathered C&I customer TOU period rate design issues. Specifically excised from the Track No. 8 settlement discussions, and therefore not addressed by this Settlement Agreement, are issues related to Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) mitigation and rate design, as well as Agricultural and Pumping customer class rate design issues related to solar grandfathered rates. These will be addressed separately in forthcoming settlement agreements or through litigation in this proceeding should settlements not be reached.

The provisions of the Settlement Agreement are summarized below and in a comparison exhibit, Appendix A to the Settlement Agreement, which provides a comparison of party positions related to the relevant issues and the manner in which these issues have been resolved by the Settlement Agreement.²

The major solar grandfathered C&I customer TOU period rate design issues addressed in testimony were the following:

- The appropriate eligibility of solar C&I customers for grandfathered rates;
- The appropriate duration of the grandfathering period for eligible C&I customers;
- The available options of specific grandfathered rates for eligible C&I customers;
- The appropriate rate design process for grandfathered rates;

² Capitalized terms are defined in Paragraph 2 of the Settlement Agreement.

- The appropriate treatment of attrition year changes as they apply to relevant grandfathered rates; and
- Potential other mitigation measures.

The Settlement Agreement resolves these issues. Among other things, the Settlement Agreement provides the means of establishing average rates by rate group and schedule when this Agreement is first implemented and for the term of the Agreement. Illustrative average rates for each rate group based on the Settlement Agreement are provided in Appendix B to the Settlement Agreement.

A. Grandfathered Rates – Eligibility

In its Application, SCE proposed that only C&I customers with behind-the-meter (BTM) solar generation who meet the eligibility requirements of final Commission Decisions D.17-01-006 and D.17-10-018 be eligible for grandfathered rates in this proceeding. SBUA and SEIA supported that proposal. The Settlement Agreement adopts SCE’s proposal.

B. Grandfathered Rates – Duration

SCE proposed that eligible customers should retain their grandfathered rates for ten years from their individual permission-to-operate (PTO) date, but not to extend past July 31, 2027 for non-public agencies, or December 31, 2027 for public agencies, as established in D.17-01-006 and D.17-10-018. SBUA supported that proposal. The Settlement Agreement adopts SCE’s proposal.

C. Grandfathered Rates – Available Options (General)

In its Application, SCE proposed making the following grandfathered rate options available to eligible customers: GF-R for accounts where the eligible non-standby solar generating system is located behind the same meter as the load; GF-B for standby accounts and also for Net Energy Metering (NEM)-A/Virtual Net Energy Metering (VNM) and RES-BCT benefitting accounts; and TOU-GS-1, GF-C and TOU-8-S, GF-A, for RES-BCT generating accounts only. Both SEIA and SBUA supported SCE’s proposal, and SBUA specifically noted its support for SCE’s proposal as it relates to small business customers. The Settlement

Agreement adopts SCE's proposal.³

1. Grandfathered Rate Options (Small Commercial Customers)

In its Application, SCE proposed three grandfathered rate options for small commercial (*i.e.*, TOU-GS-1) customers: GF-A (which retains the “all energy” pricing feature of the current analogous rate), GF-B, and GF-C. SBUA supported SCE's proposal. SEIA did not take a position. The Settlement Agreement adopts SCE's proposal, but with GF-C being deferred to the RES-BCT-specific Track 9.

2. Grandfathered Rate Options (Medium and Large Power Customers)

In its Application, SCE proposed two grandfathered rate options for medium and large power (*i.e.*, TOU-GS-2, TOU-GS-3, and TOU-8) customers: GF-B and GF-R. SEIA did not oppose SCE's proposal. SBUA did not take a position. The Settlement Agreement adopts SCE's proposal.

3. Grandfathered Rate Options (Large Power Standby)

In its Application, SCE proposed two grandfathered rate options for large power standby customers: GF-A and GF-B. SBUA and SEIA did not take a position on this proposal, and the Settlement Agreement adopts it – but with GF-A being deferred to the RES-BCT-specific Track 9.

D. Grandfathered Rate Design Process (General)

In its Application, SCE proposed utilizing updated cost studies and revenue allocations to design the new grandfathered rates. These updates included redistributing the hourly Marginal Energy Costs (MECs), generation capacity costs allocated on the basis of Loss of Load Expectation (LOLE), and peak-related distribution capacity costs allocated on the basis of Peak Load risk Factors (PLRFs) into Legacy TOU periods. SCE's position was intended to redistribute the LOLE generation capacity costs to align with the same seasonal allocation of

³ The Settlement Agreement does not address or adopt grandfathered rates specific to RES-BCT generating accounts as these will be addressed in a separate track (*i.e.*, “Track 9”) of this proceeding.

capacity as the non-grandfathered rates, and also to establish the amount of capacity costs that is recovered in the legacy summer on- and mid-peak periods and during the winter season. SCE's proposal did not time-differentiate the distribution components of the rates, because legacy rates are not structured that way. At a high level, SCE's proposal was designed to maintain the proportion of distribution costs recovered through energy charges and non-time-differentiated demand charges at their current respective levels for all of the new grandfathered rates. SCE's proposal also included equal percentage of marginal cost (EPMC) scaling on a functional basis to establish the new rates (consistent with how non-grandfathered rates are designed), as well as adjustments to the resulting rates to ensure price differentials were directionally consistent across TOU periods. SBUA supported SCE's proposal.

SEIA submitted testimony on this issue. Specifically, SEIA supported SCE's proposal as it relates to the generation component of the grandfathered rates, with one minor modification: For the GF-R rate, SEIA proposed that SCE modify how it would apply the 10 percent price differential for the winter season so that the differential would be set based on the energy component of rates only (*i.e.*, not on the combination of the energy and capacity components). For the distribution component of the GF-R rates, SEIA proposed using delivery rates from its Option E C&I rate proposals that include a functional allocation of marginal distribution costs and the PLRF factors set forth in the Office of Ratepayer Advocates' (ORA) testimony. SEIA proposed alternative GF-R rates for TOU-GS-2, TOU-GS-3 and TOU-8-SEC that are based on this rate design principle.

The Settlement Agreement adopts a compromise position: Namely, the parties have agreed to use SCE's proposed updated cost studies, revenue allocations, and rate design proposal, but, for the GF-R rates, incorporated SEIA's recommended changes to the 10 percent winter differential calculation for generation energy and also time-differentiate certain distribution rates using a compromise set of PLRFs that represent a midpoint between SCE's PLRFs and ORA's PLRFs. The result of this compromise is that the Facilities-Related Demand (FRD) charge's contribution to revenue collection is consistent with the existing Option R rates.

In addition, the TOU period rate differentials are “less flat” than as proposed by SCE, but not as flat as proposed by SEIA. The details of that compromise are set forth in, and supported by, the Settlement Agreement.

1. Grandfathered Rates – Option B Rate Design

SCE proposed designing the grandfathered Option B rate as follows: For generation, during the summer, the off-peak energy charge is set at 10 percent lower than the peak energy charge, 75 percent of the Time-Related Demand (TRD) revenue is recovered through the on-peak demand charge and the remaining 25 percent of the TRD revenue is recovered through the mid-peak demand charge. For the winter, all TRD revenue is recovered via energy charges and the off-peak energy charge is set at 10 percent lower than the peak energy charge. For distribution, the customer charge is set at an EPMC-scaled Real Economic Carrying Cost (RECC) marginal cost, and design demand distribution marginal costs are recovered entirely through a non-coincident FRD charge (not bifurcated between energy and demand charges).

SEIA did not contest this proposal and SBUA supported it. The Settlement Agreement adopts it.

2. Grandfathered Rates – Option R Rate Design

SCE proposed designing the grandfathered Option R rate as follows: For generation, during the summer, the off-peak energy charge is set at 10 percent lower than the peak energy charge, with no TRD charges (*i.e.*, all TRD revenue collected through energy charges). For distribution, SCE proposed using the current combined percentage of transmission and distribution facilities-related charges recovered through non-time-differentiated distribution energy charges on a ¢/kWh basis that were adopted in D.14-12-048. The balance of transmission and distribution costs would be reflected in a non-time-differentiated FRD charge. SBUA supported SCE’s proposal.

SEIA proposed its own Option GF-R rates for TOU-GS-2, TOU-GS-3, and TOU-8-SEC, as described in Section D, above. The Settlement Agreement adopts a compromise

position: Namely, the parties have agreed to use SCE's proposed updated cost studies, revenue allocations, and rate design proposal, but incorporated SEIA's recommended changes to the 10 percent winter generation energy differential calculation and time-differentiated distribution rates using compromise PLRFs. The result of this compromise is that FRD contribution to revenue collection is consistent with the existing Option R rates. In addition, the TOU period rate differentials are "less flat" than as proposed by SCE, but not as flat as proposed by SEIA. The details of that compromise are set forth in, and supported by, the Settlement Agreement.

E. Attrition Year Changes

SCE proposed during the attrition years to periodically update the grandfathered rates on a System Average Percent Change (SAPC) basis, consistent with all other rates, when SCE's revenue requirements or revenue allocations changed. Although SEIA and SBUA did not address this issue in their written testimony, it was the subject of confidential settlement negotiations. Ultimately, the parties agreed to utilize SAPC adjustments when SCE's revenue requirements or revenue allocations change during attrition years until implementation of SCE's 2021 GRC Phase 2, at which time the grandfathered rate structures may be further revised.

F. Other Potential Mitigation Measures

SCE did not propose other potential mitigation measures other than as set forth above. SBUA's testimony did not address the issue. SEIA proposed that existing solar customers should have the option of a fixed indifference payment based on the bill impacts resulting from the change in TOU periods, if those customers agreed to move to the newly-adopted TOU periods. SEIA proposed that this fixed payment be based on the monthly bill impacts resulting from the rates adopted in this proceeding, and that the payments should continue for 120 months (10 years).

The Settlement Agreement does not adopt SEIA's proposal, but instead relies on the agreed-upon grandfathering mitigation measures described above and fully supported in the Settlement Agreement. In addition, any potential alternative mitigation measures for RES-BCT customers will be addressed separately from this Settlement Agreement, as discussed above.

IV.

REQUEST FOR ADOPTION OF THE SETTLEMENT

The Settlement Agreement is submitted pursuant to Rule 12.1 *et seq.* of the Commission's Rules of Practice and Procedure. The Settlement Agreement is also consistent with Commission decisions on settlements, which express the strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.⁴ This policy supports many worthwhile goals, including reducing the expense of litigation, conserving scarce Commission resources, and allowing the Parties to reduce the risk that litigation will produce unacceptable results.⁵ As long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest, it should be adopted without change.

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

The Commission will not approve stipulations or settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, consistent with law, and in the public interest.⁶

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

The prepared testimony, the Settlement Agreement itself (with its attendant Comparison Exhibit attached thereto), and this motion contain the information necessary for the Commission to find the Settlement Agreement reasonable in light of the record. Prior to the settlement, parties conducted discovery and served testimony on the issues related to solar grandfathered C&I customer mitigation issues. The Settling Parties request that the Commission admit the prepared testimony and related exhibits into the Commission's record of this proceeding.

⁴ See, e.g., D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d, 301, 326).

⁵ D.92-12-019, 46 CPUC 2d 538, 553.

⁶ See also, *Re San Diego Gas & Electric Company*, (D.90-08-068), 37 CPUC 2d 360.

The Settlement Agreement represents a reasonable compromise of the Settling Parties' positions in light of the inherent risks and costs of continued litigation. Without divulging the content of confidential settlement negotiations, concessions by parties on some issues were offset by concessions by other parties on other issues, as is the case with almost every settlement. The Settlement Agreement accordingly represents a series of tradeoffs and must be viewed as a "package." No single provision should be viewed in isolation, although every individual provision is reasonable, lawful, and in the public interest. In summary, the Settlement Agreement is a reasonable resolution of the contested issues regarding solar grandfathered C&I customer mitigation issues, on the following subject areas:

1. **Uncontested Issues: Grandfathering Eligibility and Duration, Rate Options, Attrition Year Adjustments and Option GF-B Rate Design**

SCE developed thoughtful, balanced solar grandfathering mitigation rate design proposals for C&I customers. Accordingly, some of SCE's proposals were either uncontested by, or affirmatively supported by, the various parties. Such proposals include: grandfathering eligibility and duration; the available grandfathered rate options (for small commercial, medium and large power, and standby customers); attrition year rate adjustments; and the Option GF-B rate design. SCE's detailed testimony, and the broad party support (or lack of opposition) for such proposals demonstrates their reasonableness, and the Settlement Agreement adopts them.

2. **Contested Issue Settled Through a Compromise Resolution: Option GF-R Rate Design**

The Option GF-R rate design was the issue that the Settling Parties focused on during their confidential settlement discussion in settlement Track No. 8. As explained in detail above, SCE made certain proposals in its testimony, and other parties made counter-proposals. The Settlement Agreement does not adopt any party proposal in its entirety; rather, the resulting settled Option GF-R rate design represents a "hybrid" approach that incorporates not only various aspects of different Settling Parties' proposals, but also uses the compromise PLRFs developed as part of this proceeding with ORA (who is not a party to the Agreement, but who

also does not oppose it). Overall, the settled position represents a reasonable compromise of providing grandfathered C&I solar customers with some protection from the changing TOU periods, but also limiting the cost shifts that are inherently borne by other customers through the provision of such grandfathering mitigation relief. To be clear: the settled solution does not shield existing eligible solar customers from the full effect of the TOU period changes that would otherwise result in its absence; rather it provides mitigating, partial relief from those changes. The Settling Parties strongly believe that the settled resolution is entirely consistent with a long history of Commission precedent that dictates limited but meaningful grandfathering mitigation to existing solar customers. The Settling Parties also respectfully submit that the Settlement Agreement incorporates (on a non-precedential basis) a reasonable balance of the disparate Commission rate design principles of customer investment certainty and bill impact mitigation, on the one hand, and customer cost causation and cost responsibility, on the other.

3. Contested Issues Settled Through Adoption of Party Proposals

In some provisions, the Settlement Agreement adopts one party's proposal. Specifically, the Settlement Agreement adopts SCE's proposal that no additional mitigation measures for grandfathered customers should be adopted in this proceeding. This is an entirely reasonable resolution of this issue, and, as noted above, is a reflection of the tradeoffs made elsewhere in this Agreement. Moreover, as discussed below, this resolution is consistent with recent Commission decisions regarding solar customer mitigation/grandfathering.

B. The Settlement Agreement is Consistent with the Law

Every provision of the Settlement Agreement is lawful. The Settling Parties believe that the terms of the Settlement Agreement comply with all applicable statutes and prior Commission decisions, and reasonable interpretations thereof, especially D.17-01-006 and D.17-10-018. In agreeing to the terms of the Settlement Agreement, the Settling Parties have explicitly considered the relevant statutes and Commission decisions and believe that the Commission can approve the Settlement Agreement without violating applicable statutes or prior Commission decisions.

C. The Settlement Agreement Is in the Public Interest

The Settlement Agreement is in the public interest and in the interests of SCE's customers. The Settlement Agreement is a reasonable compromise of the Settling Parties' respective positions, as summarized in Section III. The Parties to the settlement fairly represent the interests of a wide variety of customers and customer classes that are affected by the revenue allocation. It fairly resolves issues and provides more certainty to customers regarding their present and future costs, which is in the public interest.

The Settlement Agreement, if adopted by the Commission, avoids the cost of further litigation, and frees up Commission resources for other proceedings. Given that the Commission's workload is extensive, the impact on Commission resources is doubly important. The Settlement Agreement frees up the time and resources of the Commission and of other parties, so that they may focus on other proceedings and other rate design portions of this proceeding. Most importantly, the Settlement Agreement faithfully reflects long-standing Commission policy that existing customers who invest in solar technologies should have some amount of rate certainty and investment certainty, while limiting the cost shifts to other customers that providing that security and certainty necessitates.

D. The Settlement Agreement Should Be Adopted as a Whole as it is a Compromise of Interests

Each portion of the Settlement Agreement is dependent upon the other portions of the Settlement Agreement. Changes to one portion of the Settlement Agreement would alter the balance of interests and the mutually agreed-upon compromises and outcomes that are contained in the Settlement Agreement. As such, the Settling Parties request that the Settlement Agreement be adopted as a whole by the Commission, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

V.

**PROPOSED SCHEDULE FOR COMMENTS AND IMPLEMENTATION
OF SETTLEMENT AGREEMENT**

The Settling Parties seek approval of the terms of the Settlement Agreement so that SCE may implement rates as soon as practicable following the issuance of a final Commission decision approving the Settlement Agreement but no earlier than January 1, 2019. In order to accomplish this, the Settling Parties recommend the following time periods provided by Rule 12.2 for comments and replies to comments on the Settlement Agreement. In order to accommodate questions about the Settlement Agreement, in the event that there are material contested issues of fact, or questions from the Commission following the filing of comments, the Settling Parties request that a portion of one day be scheduled for a hearing (with a panel of sponsoring witnesses) in accordance with the following schedule.

<u>Event</u>	<u>Date</u>
Motion filed for Adoption of the Settlement Agreement	July 23, 2018
Opening comments, if any, on the Settlement Agreement	August 23, 2018
Reply comments, if any, on the Settlement Agreement	September 7, 2018
Hearing on the Settlement Agreement, if necessary	During the currently-reserved time period for evidentiary hearings (<i>i.e.</i> , August 9, 2018).

VI.

CONCLUSION

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

1. Approve the attached Settlement Agreement as reasonable in light of the record, consistent with law, and in the public interest; and
2. Authorize SCE to implement changes in rates and tariffs in accordance with the terms of the Settlement Agreement.

Respectfully submitted,

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And on behalf of the Settling Parties.

July 23, 2018

Appendix A

Solar Grandfathered Commercial And Industrial Customers TOU Period Mitigation

Settlement Agreement

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MITIGATION SETTLEMENT AGREEMENT**

Dated: **July 23, 2018**

**Solar Grandfathered Commercial and Industrial Customer TOU Period
Mitigation Settlement Agreement**

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**Solar Grandfathered Commercial and Industrial Customer TOU Period
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**SOLAR GRANDFATHERED COMMERCIAL AND INDUSTRIAL CUSTOMER
TOU PERIOD MITIGATION SETTLEMENT AGREEMENT**

This Solar Grandfathered Commercial and Industrial Customers TOU Period Mitigation Settlement Agreement (Agreement or Settlement Agreement) is entered into by and among the undersigned Parties hereto, with reference to the following:

1. Parties

The Parties to this Agreement are Southern California Edison Company (SCE), California Large Energy Consumers Association (CLECA), Energy Users Forum (EUF), Solar Energy Industries Association (SEIA), Small Business Utility Advocates (SBUA), and the California Solar and Storage Association (CALSSA) (referred to hereinafter collectively as Settling Parties or individually as a Party).

- A. SCE is an investor-owned public utility (IOU) and is subject to the jurisdiction of the California Public Utilities Commission (Commission or CPUC) with respect to providing electric service to its CPUC-jurisdictional retail customers.
- B. CLECA is an organization of large industrial electric bundled service, CCA and DA customers of SCE and Pacific Gas and Electric Company (PG&E). These companies are in the steel, cement, industrial gas, pipeline, minerals extraction, cold storage, and beverage industries.
- C. EUF is an *ad hoc* group that represents the interests of medium and large bundled service and DA customers in California, with locations in IOU and/or municipal utility

service areas, taking service on rate schedules primarily for accounts with demand above 100 kW.

- D. SBUA represents the interests of small commercial customers of bundled electricity as defined in California's Public Utilities Code Section 1802.
- E. SEIA is the national trade association of the United States solar industry. Through outreach and education, SEIA and its 1,000 member companies work to make solar energy a mainstream and significant energy source by expanding markets, removing market barriers, strengthening the industry, and educating the public on the benefits of solar energy.
- F. CALSSA is the California trade group of the solar power and energy storage industries. CALSSA represents 500 member companies, including installers, manufacturers, financiers, consultants, service providers, and research groups.

2. **Definitions**

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

- A. "BTM" means behind-the-meter.
- B. "C&I" means Commercial and Industrial customers.
- C. "CCA" means Community Choice Aggregation.
- D. "Commission" or "CPUC" means the California Public Utilities Commission.
- E. "Customer Charges" mean the fixed dollar per month charges applied to customers in the C&I rate groups that are designed to recover the fixed customer costs of connection to SCE's system.¹
- F. "DA" means Direct Access.
- G. "Demand Charges" mean those charges that are comprised of FRD Charges and TRD Charges, which are based on the customer's maximum kW demand in any time period (*i.e.*, FRD), or during a specified TOU period (*i.e.*, TRD). Demand Charges recover a

¹. The term "customer" as used in this Agreement generally refers to a service account when used in the context of eligibility and the rates for a particular tariff or rate schedule.

portion of SCE's delivery and generation costs, where such charges apply to a specific rate schedule.

- H. "Design demand marginal distribution costs" means the incremental cost associated with providing additional capacity on the distribution system.
- I. "DG" means distributed generation.
- J. "Energy Charges" mean the dollar-per-kilowatt-hour (kWh) charges that recover (1) the portion of SCE's generation services revenues not recovered in TRD Charges; (2) the portion of SCE's delivery services revenues that are time-differentiated and/or not otherwise recovered in FRD Charges or Customer Charges; and (3) other delivery services revenues for public purpose programs (including Energy Efficiency and California Alternate Rates For Energy (CARE), New System Generation Service (NSGS), Nuclear Decommissioning, California Department of Water Resources (DWR) bonds, and CPUC reimbursement fees).
- K. "EPMC" means equal percent of marginal cost. Because marginal cost revenues do not equal the utility's revenue requirement, in general, the utility revenue requirement is allocated to different rate groups in proportion to each rate group's percentage share of marginal cost revenue responsibility by function (*i.e.*, separately for generation costs, and combined distribution and customer costs).
- L. "Facilities-Related Demand Charges" or "FRD Charges" mean the charges applied to customers' monthly peak demands, not differentiated by TOU or by season, that are designed to recover certain transmission and distribution costs that are defined to be unrelated to time of use.
- M. "Functional SAPC Allocation" means allocation of SCE's revenue requirement to each of SCE's rate groups based on the system average percentage change (SAPC) for the particular function, *e.g.*, generation, or distribution and customer costs.
- N. "GF" means grandfathered.
- O. "GF-B" means Grandfathered Schedule B rates.
- P. "GF-R" means Grandfathered Schedule R rates. With the exception of small commercial customers (*i.e.*, TOU-GS-1), eligible customers currently served on Option A rates will be Grandfathered on GF-R rates.

- Q. “Large Power Rate Group” means the following SCE rate groups: (1) the TOU-8 rate groups, comprised of customers with demands that are more than 500 kW and are differentiated by service voltage as follows: TOU-8-Subtransmission (TOU-8-Sub), which is for service above 50 kV; TOU-8-Primary (TOU-8-Pri), which is for service from 2 kV to 50 kV; and TOU-8-Secondary (TOU-8-Sec), which is for service below 2 kV; and (2) the three TOU-8-Standby (TOU-8-S) rate groups, with service voltage differentiation being the same as the three TOU-8 rate groups.
- R. “Legacy TOU Periods” mean the TOU periods currently in effect for C&I customers, including a summer weekday noon to 6 p.m. on-peak period.
- S. “LOLE” means “Loss of Load Expectation” (sometimes referred to by parties as “LOLP” or Loss of Load Probability), and it represents the expectation that available generation capacity will be inadequate to supply customer demand at any given moment.
- T. “MECs” means Marginal Energy Costs.
- U. “Medium Power Rate Group” means the TOU-GS-2 rate group, which is comprised of C&I customers with demands of more than 20 kW but less than 200 kW, and the TOU-GS-3 rate group, which is comprised of C&I customers with demands between 200 kW and 500 kW.
- V. “PLRF” means “Peak Load Risk Factor,” and represents the methodology used to assess capacity constraints on the distribution system and to assign peak-capacity-related design demand marginal costs to TOU periods.
- W. “PTO” means permission to operate.
- X. “RA Settlement Agreement” means the Revenue Allocation Settlement Agreement filed in this proceeding on July 2, 2018.
- Y. “Renewable Energy Self-Generation Bill Credit Transfer” (RES-BCT) means the SCE tariff that allows local governments and campuses to generate electricity from an eligible renewable generating facility for their own use and to export energy not consumed at the time of generation to SCE’s grid. All generation exported to SCE’s grid is converted into bill credits and applied as dollars to benefiting accounts as designated by the local government or campus. RES-BCT issues are not addressed by this Settlement Agreement.

- Z. “RECC” or “Real Economic Carrying Charge” means a constant payment in real dollars that includes the recovery of capital investment, earnings, taxes and other capital carrying costs. The RECC when escalated at the rate of inflation over the life of the asset recovers the net present value of revenue requirement of a utility investment. It also represents the value of deferring a utility investment by a year.
- AA. “Standby service” means SCE’s retail service to customers who supply a part or all of their electrical requirements from an onsite generating facility as defined, interconnected, and operated in accordance with SCE’s Rule 21, Wholesale Distribution Access Tariff (WDAT) or Transmission Owners (TO) tariff, but who will require electric service from SCE’s electrical system during periods of a partial or complete outage of the customer’s generating facility.
- BB. “Time-Related Demand Charges” or “TRD Charges” are generation marginal-cost-based, capacity-related charges assigned to TOU periods based on loss-of-load probabilities during TOU periods. Scaled TOU marginal energy costs along with the TRD Charges are designed to collect the allocated revenue requirement for SCE’s base generation and fuel and purchased power costs.
- CC. “TOU” means time-of-use. These are the time periods established for the provision of electric service in which demand charges or Energy Charges may vary in relation to the cost of service.
- DD. “Track No. 5” means the settlement discussions and negotiations regarding Agricultural and Pumping rate design issues, including potential mitigation measures for grandfathered solar customers related to such rate design. This Settlement Agreement does not address Track No. 5 issues.
- EE. “Track No. 8” means the settlement discussions and negotiations regarding solar grandfathered C&I customer TOU period rate design issues that ultimately led to this Settlement Agreement.

3. Recitals

- A. In Phase 2 of SCE’s 2018 General Rate Case (GRC), the Commission allocates SCE’s authorized revenue requirement among rate groups and authorizes rate design changes for rate schedules in each rate group.

- B. On June 30, 2017, SCE served its initial prepared testimony regarding marginal costs, revenue allocation and rate design in Application (A.)17-06-030.
- C. On November 22, 2017, the Assigned Commissioner and Assigned Administrative Law Judge issued a Scoping Memo and Ruling following a November 2, 2017 prehearing conference.
- D. ORA served its initial testimony on February 16, 2018. Intervenors, including the Settling Parties to this Agreement, served their initial prepared testimony on March 23, 2018.²
- E. The following intervenors submitted prepared testimony regarding solar grandfathered C&I customer TOU period rate design issues that are addressed by this Settlement Agreement: SEIA and SBUA.
- F. SCE provided notice to all parties of its intent to conduct a settlement conference related to all issues raised in the proceeding, and an initial settlement conference was held on April 6, 2018.
- G. Continuing settlement discussions occurred among the parties after April 6, 2018. Specific to this Settlement Agreement, the Settling Parties commenced “Track No. 8” settlement discussions on June 5, 2018.
- H. Appendix A to this Agreement provides a comparison of the Settling Parties’ positions, where applicable, related to solar grandfathered C&I TOU period rate design issues that have been resolved by this Agreement. In the event of a conflict between the terms of this Agreement and Appendix A, the terms of this Agreement shall control. Appendix B provides illustrative solar grandfathered C&I TOU period rates resulting from this Settlement Agreement. Consistent with Paragraph 11 of this Settlement Agreement, these class average summaries are for illustrative purposes only and have no precedential value. The rate summaries will be adjusted to reflect SCE’s actual revenue requirements in accordance with the provisions of the RA Settlement Agreement when rates are first implemented pursuant to the provisions of this Agreement.
- I. The Settling Parties have evaluated the impacts of the various proposals in this proceeding and desire to resolve all issues related to rate design regarding solar

² SBUA served its initial prepared testimony on March 21, 2018.

grandfathered C&I customers as set forth in this Agreement beginning with the implementation of a CPUC decision approving this Agreement, and, in consideration of the mutual obligations, covenants and conditions contained herein, have reached agreement as indicated in Paragraphs 4 and thereafter of this Agreement.

- J. The Settling Parties have agreed to remove consideration of all RES-BCT issues, including mitigation measures and RES-BCT grandfathering rate options, from Track No. 8, and a motion requesting procedural relief on this issue was granted in relevant part on July 12, 2018. Accordingly, this Settlement Agreement does not address or include such issues.
- K. The Settling Parties have agreed to remove consideration of all Agricultural and Pumping grandfathered solar rate design issues to Track No. 5. Accordingly, this Settlement Agreement does not address or include such issues.

4. Agreement

Nothing in this Agreement shall be deemed to constitute an admission by any Settling Party that its position on any issue lacks merit, or a claim by a Settling Party that its position has greater or lesser merit than the position taken by any other Settling Party. This Agreement is subject to the express limitation on precedent as provided in Commission Rule 12.5 and as described in Paragraph 11. Unless specifically stated otherwise herein, this Agreement and its terms are intended to remain in effect until a decision is implemented in Phase 2 of SCE's next GRC.

A. Illustrative Rates

The Settling Parties agree that the results of the rate design process illustrated by the rate schedules in Appendix B to this Agreement are reasonable. These rates are based on the solar grandfathered C&I customer group's share of the estimated consolidated revenue requirement of \$11,420 million described in more detail in Paragraph 4.B of the RA Settlement Agreement. These illustrative rates shall be adjusted consistent with the terms of this Agreement and the CPUC's decision in this proceeding related to the RA Settlement Agreement to reflect SCE's actual total system revenue requirement when this Agreement is implemented.

B. Settled Issues

1) Grandfathered Rates -- Eligibility

Consistent with the uncontested proposal in SCE's Application, C&I customers with BTM solar generation facilities who meet the requirements of Decisions (D.)17-01-006 and D.17-10-018 will be eligible for the relevant grandfathered rates structures.³

2) Grandfathered Rates -- Duration

Eligible customers may be served on GF rates for 10 years from their individual PTO dates, but not to exceed July 31, 2027 (non-public agencies) or December 31, 2027 (public agencies), as established in D.17-01-006 and D.17-10-018.

3) Grandfathered Rates – Available Options

Consistent with the uncontested proposal in SCE's Application, eligible customers will be afforded the following GF rate options:⁴

- GF-R (TOU-GS-1, GF-A): intended for accounts where the eligible solar system taking service on a non-standby rate is located behind the same meter as the load.
- GF-B: intended for standby accounts and for NEM-A/VNM benefitting accounts.⁵

a) Grandfathered Rate Options – Small Commercial (TOU-GS-1)

Consistent with the uncontested proposal in SCE's Application, eligible customers will be afforded the following GF rate options:

- GF-A (retains the “all energy” pricing feature of the current rate)

³ Eligibility for the GF-R rate will include C&I customers with BTM solar generation who meet the requirements of D.17-01-006 and D.17-10-018 and the eligibility requirements to receive service under the current Option R Rate, irrespective of whether they were served on Option R prior to the implementation of the GF-R rate, and irrespective of whether SCE's 400 MW Option R cap had been exceeded as of the time of their meeting those eligibility requirements.

⁴ GF rate options specific to RES-BCT generating accounts (*i.e.*, TOU-GS-1-C and TOU-8-S-A) are not addressed by this Agreement.

⁵ These include aggregated accounts served on SCE's Net Energy Metering (NEM) Aggregation (NEM-A) tariffs and benefitting accounts served on SCE's virtual NEM tariffs (*i.e.*, Schedules NEM-V, NEM-V-ST, MASH-VNM, and MASH-VNM-ST).

- GF-B

b) **Grandfathered Rate Options – Medium and Large Power (TOU-GS-2, TOU-GS-3, TOU-8)**

Consistent with the uncontested proposal in SCE’s Application, eligible customers will be afforded the following GF rate options:

- GF-B
- GF-R

c) **Grandfathered Rate Options – Large Power Standby**

Consistent with the uncontested proposal in SCE’s Application, eligible customers will be afforded the following GF rate option:

- GF-B

4) **Grandfathered Rate Design Process (General)**

Utilizing updated cost studies and revenue allocations, GF rates were designed to redistribute the hourly MECs, generation capacity costs allocated on the basis of LOLE, and peak-related distribution capacity costs allocated on the basis of PLRFs into Legacy TOU periods. This results in underlying Legacy TOU marginal cost-based rates, which are then scaled on a functional basis to establish the GF rates. The GF rates were then adjusted to ensure price differentials were directionally consistent across the Legacy TOU periods. For the settled GF rates, the generation energy rates were adjusted to provide a 10 percent rate differential between the highest-and lowest-priced TOU period in each season, prior to including the recovery of any generation capacity revenues in time-differentiated energy charges. For GF-R rates, the design demand marginal distribution costs are recovered partially through a non-coincident FRD charge, with the balance recovered via time-differentiated distribution energy rates that are based on PLRFs that utilize a compromise mapping configuration when applying the 2015 PLRFs to the year 2021. The allocation of revenue recovery between the FRD Charge and TOU Energy Charges is based on SCE’s cost studies updated to reflect parties’ compromise positions on various marginal cost inputs. For GF-B rates, the design

demand marginal distribution costs are recovered entirely through a non-coincident FRD Charge and are not bifurcated between energy and demand charge, consistent with the current Option B rate design.

a) **Grandfathered Option B Rate Design**

Consistent with the uncontested proposal in SCE's Application, eligible GF-B rates are set as follows:

- Generation
 - Summer
 - The off-peak energy charge is set at 10 percent lower than the peak energy charge.
 - 75 percent of the TRD revenue is recovered through the on-peak demand charge.
 - 25 percent of the TRD revenue is recovered through the mid-peak demand charge.
 - Winter
 - The off-peak energy charge is set at 10 percent lower than the peak energy charge.
 - 100 percent of the TRD revenue is recovered through energy charges.
- Distribution:
 - The customer charge is set at an EPMC-scaled RECC marginal cost.
 - Design demand marginal distribution costs are recovered entirely through a non-coincident FRD charge and are not bifurcated between energy and demand charges.

b) **Grandfathered Option R Rate Design**

Eligible GF-R rates are set as follows:

- Generation
 - Summer

- The off-peak energy charge is set at 10 percent lower than the peak energy charge.
- 100 percent of the TRD revenue is recovered through energy charges.
- Winter
 - The off-peak energy charge is set at 10 percent lower than the peak energy charge.
- Distribution: A portion of design demand marginal distribution costs is recovered via TOU Energy Charges, with the balance recovered via an FRD Charge. This updated proportional split generally recovers approximately half of the design demand marginal distribution costs via TOU Energy Charges, with the other half recovered via the FRD Charge (the only exception is in the TOU-8-Sub class, where the FRD Charge recovers only about 25 percent of these costs, with the balance in TOU Energy). These percentages do not include costs associated with Transmission, which are also recovered through the FRD Charge. For the portion of design demand distribution marginal costs recovered via TOU Energy Charges, these settled rates utilize compromise PLRFs to determine the time-differentiation, as opposed to keeping the recovery flat across TOU periods.
- The customer charge is set at an EPMC-scaled RECC marginal cost.

5) Attrition Year Rate Changes

The agreed-to grandfathered rates are based on updated cost studies with time-of-use pricing signals based on legacy time-of-use periods. They represent the first step in a multi-step transition toward rates based on current marginal costs. Consistent with the uncontested proposal in SCE's Application, rates changes made in the attrition years (*i.e.*, before the implementation of SCE's 2021 GRC Phase 2 rates), will be made when SCE's revenue requirements or other revenue allocations change, utilizing SAPC adjustments. Upon implementation of SCE's 2021 GRC Phase 2

rates, the GF rate structures may be further revised as a transition to more cost-based rates.

6) Other Mitigation Measures

Other than the GF rates set forth herein, no other mitigation measures will be afforded to solar GF C&I customers. For the avoidance of doubt, this provision does not apply to RES-BCT customers, consistent with paragraph 3.J, above.

5. Implementation of Settlement Agreement

It is the intent of the Settling Parties that SCE should be authorized to implement the rates resulting from this Settlement Agreement as soon as practicable following the issuance of a final Commission decision approving this Settlement Agreement, but no earlier than January 1, 2019.

6. Incorporation of Complete Agreement

This Agreement is to be treated as a complete package and not as a collection of separate agreements on discrete issues. To accommodate the interests related to diverse issues, the Settling Parties acknowledge that changes, concessions, or compromises by a Settling Party or Settling Parties in one section of this Agreement resulted in changes, concessions, or compromises by the Settling Parties in other sections. Consequently, the Settling Parties agree to oppose any modification of this Agreement not agreed to by all Settling Parties. If the Commission does not approve this Agreement without modification, the terms and conditions reflected in this Agreement shall no longer apply to the Settling Parties.

7. Record Evidence

The Settling Parties request that all of their related prepared testimony be admitted as part of the evidentiary record for this proceeding.

8. Signature Date

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

9. Regulatory Approval

The Settling Parties, by signing this Agreement, acknowledge that they support Commission approval of this Agreement and subsequent implementation of all the provisions of the Agreement for the duration of rates implemented pursuant to a Commission order adopting this Agreement in this proceeding, *i.e.*, Phase 2 of SCE's Test Year 2018 GRC. The Settling Parties shall use their best efforts to obtain Commission approval of the Agreement. The Settling Parties shall jointly request that the Commission approve the Agreement without change, and find the Agreement to be reasonable, consistent with law and in the public interest.

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

10. Compromise of Disputed Claims

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

11. Non-Precedential

Consistent with Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement is not precedential in any other pending or future proceeding before

this Commission, except as expressly provided in this Settlement Agreement or unless the Commission expressly provides otherwise.

The Settling Parties expressly recognize that each Party may advocate a position that is inconsistent with this Agreement in Phase 2 of SCE's 2021 GRC, or earlier if invited to do so by the Commission in, for example, a relevant Rulemaking proceeding.

12. Previous Communications

The Settlement Agreement contains the entire agreement and understanding between the Settling Parties as to the subject matter of this Settlement Agreement. In the event there is any conflict between the terms and scope of this Settlement Agreement and the terms and scope of the accompanying joint motion in support of the Settlement Agreement, the Settlement Agreement shall govern.

13. Non-Waiver

None of the provisions of this Settlement Agreement shall be considered waived by any Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Settlement Agreement or take advantage of any of their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. Effect of Subject Headings

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

15. Governing Law

This Settlement Agreement shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

16. Number of Originals

This Settlement Agreement is executed in counterparts, each of which shall be deemed an original. The undersigned represent that they are authorized to sign on behalf of the Party represented.

Dated: July 23, 2018

SOUTHERN CALIFORNIA EDISON COMPANY

/s/Caroline Choi

By: Caroline Choi
Title: Senior Vice President of Regulatory Affairs

Dated: July 23, 2018

SMALL BUSINESS UTILITY ADVOCATES

/s/James Birkelund

By: James Birkelund
Title: President

Dated: July 23, 2018

ENERGY USERS FORUM

/s/Carolyn Kehrein

By: Carolyn Kehrein
Title: Consultant

Dated: July 23, 2018

CALIFORNIA LARGE ENERGY CONSUMERS
ASSOCIATION

/s/Nora Sheriff

By: Nora Sheriff
Title: Counsel

Dated: July 23, 2018

SOLAR ENERGY INDUSTRIES ASSOCIATION

/s/Sean Gallagher

By: Sean Gallagher
Title: Vice President of State Affairs

Dated: July 23, 2018

CALIFORNIA SOLAR AND STORAGE ASSOCIATION

/s/Brad Heavner

By: Brad Heavner
Title: Policy Director

Appendix A

Comparison of Party Positions on Solar C&I Customer TOU Period Mitigation Rate

Design Issues and Settlement

Issue	Current Treatment (<i>i.e.</i> , 2015 GRC Settled Position)	SCE	SEIA	SBUA	2018 GRC Settled Position
Grandfathered Rates – Eligibility	N/A	<ul style="list-style-type: none"> C&I customers with BTM solar generating facilities who meet the eligibility requirements of D.17-01-006 and D.17-10-018 	<ul style="list-style-type: none"> Existing DG customers on TOU rates. Note: While this language comes from SEIA’s testimony it was not intended as an extension of the eligibility requirements already established by the Commission. 	<ul style="list-style-type: none"> Customers who meet the TOU period grandfathering eligibility requirements adopted in D.17-01-006 and D.17-10-018 	<ul style="list-style-type: none"> C&I customers with BTM solar generating facilities who meet the eligibility requirements of D.17-01-006 and D.17-10-018
Grandfathered Rates - Duration	N/A	<ul style="list-style-type: none"> Eligible customers may be served on GF rates for 10 years from their individual PTO dates, but not to exceed July 31, 2027 (non-public agencies) or December 31, 2027 (public agencies) as established in D.17-01-006 and D.17-10-018 	<ul style="list-style-type: none"> Existing C&I customers should be grandfathered on the current TOU periods for the 10 years adopted in D.17-01-006. Note: While this language comes from SEIA’s testimony it was not intended as an extension of the eligibility requirements already established by the Commission. 	<ul style="list-style-type: none"> 10 years from PTO date, but not beyond July 31, 2027 or December 31, 2027 if a school 	<ul style="list-style-type: none"> Eligible customers may be served on GF rates for 10 years from their individual PTO dates, but not to exceed July 31, 2027 (non-public agencies) or December 31, 2027 (public agencies) as established in D.17-01-006 and D.17-10-018
Grandfathered Rates – Available Options		<ul style="list-style-type: none"> GF-R (TOU-GS-1, GF-A): intended for accounts where the eligible non-standby solar system is located behind the same meter as the load GF-B: intended for standby accounts and for NEM-A/VNM and RES-BCT benefitting accounts TOU-GS-1, GF-C and TOU-8-S, GF-A: available to RES-BCT generating accounts only 	<ul style="list-style-type: none"> Does not oppose available options 	<ul style="list-style-type: none"> Supports SCE’s proposal for small commercial customers 	<ul style="list-style-type: none"> Utilize SCE’s proposed GF rate options GF rates specific to RES-BCT generating accounts (<i>i.e.</i>, TOU-GS-1-C and TOU-8-S-A) are not addressed by this Agreement
Grandfathered Rate Options – Small Commercial (TOU-GS-1)	N/A	<ul style="list-style-type: none"> Proposed three GF rate options: GF-A (retain the “all energy” pricing feature of the current rate), GF-B and GF-C 	<ul style="list-style-type: none"> Not addressed 	<ul style="list-style-type: none"> Supports SCE’s proposals 	<ul style="list-style-type: none"> Utilize SCE’s proposed GF rate options GF rate specific to RES-BCT generating accounts (<i>i.e.</i>, TOU-GS-1-C) is not addressed by this Agreement
Grandfathered Rate Options – Medium & Large Power (TOU-GS-2, TOU-GS-3, TOU-8)	N/A	<ul style="list-style-type: none"> Proposed two GF rate options: GF-B and GF-R 	<ul style="list-style-type: none"> Does not oppose available options 	<ul style="list-style-type: none"> No position 	<ul style="list-style-type: none"> Utilize SCE’s proposed GF rate options

Issue	Current Treatment (<i>i.e.</i> , 2015 GRC Settled Position)	SCE	SEIA	SBUA	2018 GRC Settled Position
Grandfathered Rate Options – Large Power Standby	N/A	<ul style="list-style-type: none"> • Proposed two GF rate options: GF-A and GF-B 	<ul style="list-style-type: none"> • No position 	<ul style="list-style-type: none"> • No position 	<ul style="list-style-type: none"> • Utilize SCE’s proposed GF rate options • GF rate specific to RES-BCT generating accounts (<i>i.e.</i>, TOU-8-S-A) is not addressed by this Agreement
Grandfathered Rate – Rate Design Process	N/A	<ul style="list-style-type: none"> • Utilized proposed updated cost studies and revenue allocations • Redistributed the hourly MECs, LOLE generation capacity costs and PLRF-peak capacity costs into Legacy TOU periods <ul style="list-style-type: none"> ○ Redistribution of LOLE generation capacity costs set the same seasonal allocation of capacity as the non-GF rates, and also established the amount of capacity costs that are recovered in the Legacy summer on- and mid-peak periods and the winter season ○ Did not time-differentiate distribution since Legacy rates do not have time-differentiated distribution; maintained the proportion of distribution costs recovered through energy charges and non-time-differentiated demand charges at their respective current levels for all of the GF rate structures • Results in underlying TOU marginal cost-based rates, which are then scaled on a functional basis to establish GF rates (equivalent to standard EPMC scaling process) • At this stage, GF rates demonstrated inverted pricing differentials between TOU periods 	<ul style="list-style-type: none"> • Generation: supported SCE’s proposed structure for GF generation rates designed to prevent “inverted” TOU rates with one minor modification <ul style="list-style-type: none"> ○ On GF-R, recommends that SCE modify how it applied the 10% differential for winter rates so that the 10% differential is set on energy only (not energy and capacity) • Distribution: propose using SEIA’s proposed delivery rates for Option E C&I rates (using functional allocation of marginal distribution costs that SEIA recommends and ORA’s PLRF factors – which results in time-differentiation), which do not result in inverted delivery rates with Legacy TOU periods and can be used for GF Option B and R rates • Proposes own GF-R rates for TOU-GS-2, TOU-GS-3 and TOU-8-Sec based on rate design described above 	<ul style="list-style-type: none"> • Supports SCE’s proposal 	<ul style="list-style-type: none"> • Utilize SCE’s proposed updated cost studies and revenue allocations to set GF rates based on the GF rate design proposed by SCE with the following modifications to the GF-R structure: <ul style="list-style-type: none"> ○ Incorporate the change recommended by SEIA with regard to the application of the 10% rate differential in winter (set based on gen energy only, not gen energy + capacity) ○ Incorporate time-differentiated distribution rates using a compromise set of PLRFs on the portion of distribution costs recovered via Energy Charges, which also reflect an updated proportional split between the amount of distribution design demand marginal costs recovered in the FRD Charge and TOU Energy Charges

Issue	Current Treatment (<i>i.e.</i> , 2015 GRC Settled Position)	SCE	SEIA	SBUA	2018 GRC Settled Position
		<ul style="list-style-type: none"> • Adjusted the rates to ensure price differentials were directionally consistent across TOU periods 			
Grandfathered Rates – Option B Rate Design	N/A	<ul style="list-style-type: none"> • Generation: <ul style="list-style-type: none"> ○ Summer: <ul style="list-style-type: none"> ▪ Off-peak energy charge is set at 10% lower than peak ▪ 75% of the TRD revenue is recovered via the on-peak demand charge ▪ Remaining 25% of the TRD revenue is recovered via the mid-peak demand charge ○ Winter: <ul style="list-style-type: none"> ▪ All winter TRD revenue is recovered via energy charges (do not include a new winter mid-peak TRD as is being proposed for the non-GF rates) ▪ Off-peak energy charge is set at 10% lower than peak • Distribution: <ul style="list-style-type: none"> ○ Customer charge is set at EPMC-scaled RECC marginal cost ○ Design demand marginal distribution costs are recovered entirely through a non-coincident FRD charge, and are not bifurcated between energy and demand charges 	<ul style="list-style-type: none"> • Uncontested 	<ul style="list-style-type: none"> • Supports SCE’s proposal 	<ul style="list-style-type: none"> • Utilize SCE’s proposed design (uncontested)
Grandfathered Rates – Option R Rate Design	N/A	<ul style="list-style-type: none"> • Generation: rates are structured as described for GF-B, but with the summer TRD revenue recovered via energy charges corresponding to the TOU periods (no TRD charges) • Distribution: <ul style="list-style-type: none"> ○ Used the current combined percentage of transmission and distribution facilities-related 	<ul style="list-style-type: none"> • Proposes own Option GF-R rates for TOU-GS-2, TOU-GS-3 and TOU-8-SEC as described above 	<ul style="list-style-type: none"> • Supports SCE’s proposal 	<ul style="list-style-type: none"> • Utilize SCE’s proposed rates with the following modifications to the GF-R structure: <ul style="list-style-type: none"> ○ Incorporate the change recommended by SEIA with regard to the application of the 10% rate differential in winter (set based on gen energy only, not gen energy + capacity) ○ Incorporate time-differentiated distribution rates using a compromise set of PLRFs on the portion of distribution costs recovered via Energy Charges ○ Updated the portion of design demand marginal distribution costs recovered via TOU Energy Charges, with the balance

Issue	Current Treatment (<i>i.e.</i> , 2015 GRC Settled Position)	SCE	SEIA	SBUA	2018 GRC Settled Position
		<p>charges recovered through non-time-differentiated distribution energy charges on a ¢/kWh basis that were adopted in D.14-12-048; balance of transmission and distribution costs are reflected in a non-time-differentiated FRD charge</p> <ul style="list-style-type: none"> ○ Customer charge is set at EPMC-scaled RECC marginal cost 			<p>recovered via an FRD Charge; updated proportional split generally recovers approximately half of the design demand marginal distribution costs via TOU Energy Charges, with the other half recovered via the FRD Charge (the only exception is in the TOU-8-Sub class, where the FRD Charge recovers only about 25 percent of these costs, with the balance in TOU Energy); these percentages do not include costs associated with Transmission, which are also recovered through the FRD Charge; for the portion of design demand distribution marginal costs recovered via TOU Energy Charges, these settled rates utilize compromise PLRFs to determine the time-differentiation, as opposed to keeping the recovery flat across TOU periods</p>
Attrition Year Rate Changes		<ul style="list-style-type: none"> • Propose to update periodically, consistent with all other rates, when SCE's revenue requirements or revenue allocations change. 	<ul style="list-style-type: none"> • Not addressed 	<ul style="list-style-type: none"> • Not addressed 	<ul style="list-style-type: none"> • Utilize SAPC adjustments when SCE's revenue requirements or other revenue allocations change until implementation of the next GRC Phase 2, at which time the GF rate structures may be further revised as transitory rates
Other Mitigation Measures	N/A	<ul style="list-style-type: none"> • Did not propose 	<ul style="list-style-type: none"> • Existing solar customers should have the option of a fixed indifference payment based on the bill impacts resulting from the change in TOU periods, if they agree to move to the newly-adopted TOU periods • Fixed payment should be based on the monthly bill impacts resulting from this case, and the payments should continue for 120 months (10 years) 	<ul style="list-style-type: none"> • Not addressed 	<ul style="list-style-type: none"> • No other alternative mitigation measures beyond the settled GF rates

Appendix B

Illustrative Solar Grandfathered C&I Rates

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

TOU-GS-1, GF-A

Energy Charge - \$/kWh					
	Summer Season				
	On-Peak		0.16947	0.10684	0.27631
	Mid-peak		0.10648	0.10015	0.20663
	Off-Peak		0.07482	0.09616	0.17098
	Winter Season				
	Mid-peak		0.07957	0.06522	0.14479
	Off-Peak		0.06677	0.05869	0.12546
Customer Charge - \$/day			0.362	0.000	0.362
Three-Phase Service - \$/day			0.031	0.000	0.031
Voltage Discount, Energy - \$/kWh					
	From 2 kV to 50 kV		(0.00066)	(0.00123)	(0.00189)
	From 51 kV to 219 kV		(0.02205)	(0.00272)	(0.02477)
	220 kV and above		(0.05035)	(0.00274)	(0.05309)
California Climate Credit - \$/kWh/Meter/Month			(0.00494)	0.00000	(0.00494)

TOU-GS-1, GF-B

Energy Charge - \$/kWh					
	Summer Season				
	On-Peak		0.02158	0.05362	0.07520
	Mid-peak		0.02158	0.05026	0.07184
	Off-Peak		0.02158	0.04826	0.06984
	Winter Season				
	Mid-peak		0.02158	0.06522	0.08680
	Off-Peak		0.02158	0.05869	0.08027
Customer Charge - \$/day			0.362	0.000	0.362
Facilities Related Demand Charge - \$/kW			13.50	0.00	13.50
Time Related Demand Charge - \$/kW					
	Summer Season				
	On-Peak		0.00	9.11	9.11
	Mid-peak		0.00	2.90	2.90
Three-Phase Service - \$/day			0.031	0.000	0.031
Voltage Discount, Energy - \$/kWh					
	From 2 kV to 50 kV		0.00000	(0.00078)	(0.00078)
	From 51 kV to 219 kV		0.00000	(0.00148)	(0.00148)
	220 kV and above		0.00000	(0.00150)	(0.00150)
Voltage Discount, Facilities Related Demand - \$/kW					
	From 2 kV to 50 kV		(0.14)		(0.14)
	From 51 kV to 219 kV		(4.62)		(4.62)
	220 kV and above		(5.55)		(5.55)
Voltage Discount, Time-Related Demand - \$/kW					
	From 2 kV to 50 kV		0.00	(0.14)	(0.14)
	From 51 kV to 219 kV		0.00	(0.39)	(0.39)
	220 kV and above		0.00	(0.39)	(0.39)
California Climate Credit - \$/kWh/Meter/Month			(0.00494)	0.00000	(0.00494)

TOU-GS-2, GF-B

Energy Charge - \$/kWh

Summer Season

On-Peak

0.02217 0.05517 0.07734

Mid-peak

0.02217 0.05171 0.07388

Off-Peak

0.02217 0.04965 0.07182

Winter Season

Mid-peak

0.02217 0.06834 0.09051

Off-Peak

0.02217 0.04162 0.06379

Customer Charge - \$/month

125.25 125.25

Facilities Related Demand Charge - \$/kW

18.10 18.10

Time Related Demand Charge - \$/kW

Summer Season

On-Peak

0.00 12.11 12.11

Mid-Peak

0.00 4.02 4.02

Single Phase Service - \$/month

(6.80) 0.00 (6.80)

Voltage Discount, Facilities Related Demand - \$/kW

From 2 kV to 50 kV

(0.21) (0.21)

From 51 kV to 219 kV

(6.99) (6.99)

220 kV and above

(14.18) (14.18)

Voltage Discount, Time-Related Demand - \$/kW

From 2 kV to 50 kV

0.00 (0.19) (0.19)

From 51 kV to 219 kV

0.00 (0.51) (0.51)

220 kV and above

0.00 (0.51) (0.51)

Voltage Discount, Energy - \$/kWh

From 2 kV to 50 kV

0.00000 (0.00080) (0.00080)

From 51 kV to 219 kV

0.00000 (0.00176) (0.00176)

220 kV and above

0.00000 (0.00178) (0.00178)

TOU Rate Meter Charge - \$/month

TOU-RTEM

17.48 0.00 17.48

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

(0.00458) 0.00000 (0.00458)

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

TOU-GS-2, GF-R

Energy Charge - \$/kWh

Summer Season

On-Peak

Mid-peak

Off-Peak

Winter Season

Mid-peak

Off-Peak

Customer Charge - \$/month

Facilities Related Demand Charge - \$/kW

Single Phase Service - \$/month

Voltage Discount, Facilities Related Demand - \$/kW

From 2 kV to 50 kV

From 51 kV to 219 kV

220 kV and above

Voltage Discount, Energy - \$/kWh

From 2 kV to 50 kV

From 51 kV to 219 kV

220 kV and above

TOU Rate Meter Charge - \$/month

TOU-RTEM

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

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

0.12617	0.20402	0.33019
0.06228	0.09338	0.15566
0.03431	0.04965	0.08396
0.03820	0.06834	0.10654
0.02677	0.04162	0.06839
125.25		125.25
11.38	0.00	11.38
(6.80)	0.00	(6.80)
(0.11)	0.00	(0.11)
(3.68)	0.00	(3.68)
(7.46)	0.00	(7.46)
(0.00034)	(0.00125)	(0.00159)
(0.01139)	(0.00300)	(0.01439)
(0.02310)	(0.00302)	(0.02612)
17.48	0.00	17.48
(0.00458)	0.00000	(0.00458)

TOU-GS-3, GF-B

Energy Charge - \$/kWh

Summer Season

On-Peak

0.02193 0.05226 0.07419

Mid-peak

0.02193 0.04892 0.07085

Off-Peak

0.02193 0.04704 0.06897

Winter Season

Mid-peak

0.02193 0.06025 0.08218

Off-Peak

0.02193 0.03983 0.06176

Customer Charge - \$/month

307.00 0.00 307.00

Facilities Related

Demand Charge - \$/kW

19.47 0.00 19.47

Time Related Demand Charge - \$/kW

Summer Season

On-Peak

0.00 11.23 11.23

Mid-Peak

0.00 3.73 3.73

Winter Season

Mid-Peak

0.00 0.00 0.00

Off-Peak

0.00 0.00 0.00

Voltage Discount, Facilities Related Demand - \$/kW

From 2 kV to 50 kV

-0.23 0.00 (0.23)

From 51 kV to 219 kV

-7.84 0.00 (7.84)

220 kV and above

-15.15 0.00 (15.15)

Voltage Discount, Time-Related Demand - \$/kW

From 2 kV to 50 kV

0.00 -0.17 (0.17)

From 51 kV to 219 kV

0.00 -0.47 (0.47)

220 kV and above

0.00 -0.47 (0.47)

Voltage Discount, Energy - \$/kWh

From 2 kV to 50 kV

0.00000 -0.00079 (0.00079)

From 51 kV to 219 kV

0.00000 -0.00175 (0.00175)

220 kV and above

0.00000 -0.00177 (0.00177)

Power Factor Adjustment - \$/kVA

Greater than 50 kV

0.54 0.00 0.54

50 kV or less

0.60 0.00 0.60

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

TOU-GS-3, GF-R

Energy Charge - \$/kWh

Summer Season

On-Peak

0.12219 0.18312 0.30531

Mid-peak

0.05841 0.08362 0.14203

Off-Peak

0.03265 0.04704 0.07969

Winter Season

Mid-peak

0.03592 0.06025 0.09617

Off-Peak

0.02584 0.03983 0.06567

Customer Charge - \$/month

307.00 0.00 307.00

Facilities Related

Demand Charge - \$/kW

12.47 0.00 12.47

Voltage Discount, Facilities Related Demand - \$/kW

From 2 kV to 50 kV

(0.13) 0.00 (0.13)

From 51 kV to 219 kV

(4.22) 0.00 (4.22)

220 kV and above

(8.15) 0.00 (8.15)

Voltage Discount, Energy - \$/kWh

From 2 kV to 50 kV

(0.00031) -0.00115 (0.00146)

From 51 kV to 219 kV

(0.01052) -0.00275 (0.01327)

220 kV and above

(0.02032) -0.00277 (0.02309)

Power Factor Adjustment - \$/kVA

Greater than 50 kV

0.54 0.00 0.54

50 kV or less

0.60 0.00 0.60

TOU-8, GF-B (Below 2kV)

Energy Charge - \$/kWh

Summer Season

On-Peak

0.02186 0.04798 0.06984

Mid-peak

0.02186 0.04469 0.06655

Off-Peak

0.02186 0.04318 0.06504

Winter Season

Mid-peak

0.02186 0.06034 0.08220

Off-Peak

0.02186 0.03674 0.05860

Customer Charge - \$/month

459.50 0.00 459.50

Facilities Related

Demand Charge - \$/kW

19.57 0.00 19.57

Time Related Demand Charge - \$/kW

Summer Season

On-Peak

0.00 14.13 14.13

Mid-Peak

0.00 4.56 4.56

Winter Season

Mid-Peak

0.00 0.00 0.00

Off-Peak

0.00 0.00 0.00

Power Factor Adjustment - \$/kVA

0.60 0.00 0.60

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

TOU-8, GF-R (Below 2kV)

Energy Charge - \$/kWh

Summer Season

On-Peak
Mid-peak
Off-Peak

Winter Season

Mid-peak
Off-Peak

Customer Charge - \$/month

Facilities Related

Demand Charge - \$/kW

Time Related Demand Charge - \$/kW

Summer Season

On-Peak
Mid-Peak

Winter Season

Mid-Peak
Off-Peak

Power Factor Adjustment - \$/kVA

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

0.11732	0.20099	0.31831
0.05392	0.08130	0.13522
0.03063	0.04318	0.07381
0.03426	0.06034	0.09460
0.02503	0.03674	0.06177
459.50	0.00	459.50
12.70	0.00	12.70
0.60	0.00	0.60

TOU-8, GF-B (From 2 kV to 50 kV)

Energy Charge - \$/kWh

Summer Season

On-Peak
Mid-peak
Off-Peak

Winter Season

Mid-peak
Off-Peak

Customer Charge - \$/month

Facilities Related

Demand Charge - \$/kW

Time Related Demand Charge - \$/kW

Summer Season

On-Peak
Mid-Peak

Winter Season

Mid-Peak
Off-Peak

Power Factor Adjustment - \$/kVA

0.02017	0.04591	0.06608
0.02017	0.04257	0.06274
0.02017	0.04132	0.06149
0.02017	0.06015	0.08032
0.02017	0.03576	0.05593
244.75	0.00	244.75
18.98	0.00	18.98
0.00	14.37	14.37
0.00	4.49	4.49
0.00	0.00	0.00
0.00	0.00	0.00
0.60	0.00	0.60

	January 2018 Rates			Proposed 2018 GRC Rates		
	Delivery	Generation	Total Rate	Delivery	Generation	Total Rate
TOU-8, GF-R (From 2 kV to 50 kV)						
Energy Charge - \$/kWh						
Summer Season						
On-Peak				0.11071	0.19775	0.30846
Mid-peak				0.04879	0.07653	0.12532
Off-Peak				0.02712	0.04132	0.06844
Winter Season						
Mid-peak				0.03156	0.06015	0.09171
Off-Peak				0.02266	0.03576	0.05842
Customer Charge - \$/month				244.75	0.00	244.75
Facilities Related						
Demand Charge - \$/kW				12.48	0.00	12.48
Time Related Demand Charge - \$/kW						
Summer Season						
On-Peak						
Mid-Peak						
Winter Season						
Mid-Peak						
Off-Peak						
Power Factor Adjustment - \$/kVA				0.60	0.00	0.60
TOU-8, GF-B (Above 50 kV)						
Energy Charge - \$/kWh						
Summer Season						
On-Peak				0.01699	0.04457	0.06156
Mid-peak				0.01699	0.04119	0.05818
Off-Peak				0.01699	0.04011	0.05710
Winter Season						
Mid-peak				0.01699	0.06056	0.07755
Off-Peak				0.01699	0.03556	0.05255
Customer Charge - \$/month				1624.75	0.00	1,624.75
Facilities Related						
Demand Charge - \$/kW				8.18	0.00	8.18
Time Related Demand Charge - \$/kW						
Summer Season						
On-Peak				0.00	14.07	14.07
Mid-Peak				0.00	4.53	4.53
Winter Season						
Mid-Peak				0.00	0.00	0.00
Off-Peak				0.00	0.00	0.00
Power Factor Adjustment - \$/kVA				0.54	0.00	0.54
Voltage Discount, 220 kV and above						
Facilities Related Demand - \$/kW				(3.71)	0.00	(3.71)
Time-Related Demand - \$/kW						
Summer				0.00	(0.14)	(0.14)
Energy - \$/kWh				0.00000	(0.00039)	(0.00039)

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

TOU-8, GF-R (Above 50 kV)

Energy Charge - \$/kWh

Summer Season

On-Peak

0.05476 0.18423 0.23899

Mid-peak

0.02872 0.07161 0.10033

Off-Peak

0.01956 0.04011 0.05967

Winter Season

Mid-peak

0.02149 0.06056 0.08205

Off-Peak

0.01785 0.03556 0.05341

Customer Charge - \$/month

1624.75 0.00 1624.75

Facilities Related

Demand Charge - \$/kW

5.30 0.00 5.30

Time Related Demand Charge - \$/kW

Summer Season

On-Peak

Mid-Peak

Winter Season

Mid-Peak

Off-Peak

Power Factor Adjustment - \$/kVA

0.54 0.00 0.54

Voltage Discount, 220 kV and above

Facilities Related Demand - \$/kW

(0.83) 0.00 (0.83)

Time-Related Demand - \$/kW

Summer

0.00 0.00 0.00

Energy - \$/kWh

(0.00545) (0.00056) (0.00601)

TOU-8-S, GF-B (Below 2kV)

Energy Charge - \$/kWh

Summer Season

On-Peak

0.02268 0.04798 0.07066

Mid-peak

0.02268 0.04469 0.06737

Off-Peak

0.02268 0.04318 0.06586

Winter Season

Mid-peak

0.02268 0.06056 0.08324

Off-Peak

0.02268 0.03674 0.05942

Customer Charge - \$/month

459.50 0.00 459.50

Facilities Related Demand

Demand Charge (Excess FRD) - \$/kW

19.57 0.00 19.57

Standby (CRC) - \$/kW

14.82 0.00 14.82

Time Related Demand Charge - \$/kW

Backup demand - Summer Season

On-Peak

0.00 16.07 16.07

Mid-Peak

0.00 0.00 0.00

Supplemental demand - Summer Season

On-Peak

0.00 14.13 14.13

Mid-Peak

0.00 4.56 4.56

Power Factor Adjustment - \$/kVA

0.60 0.00 0.60

TOU-8-S, GF-B (From 2 kV to 50 kV)

Energy Charge - \$/kWh

Summer Season

On-Peak

0.02371 0.04591 0.06962

Mid-peak

0.02371 0.04257 0.06628

Off-Peak

0.02371 0.04132 0.06503

Winter Season

Mid-peak

0.02371 0.06140 0.08511

Off-Peak

0.02371 0.03576 0.05947

Customer Charge - \$/month

244.75 0.00 244.75

Facilities Related Demand

Demand Charge (Excess FRD) - \$/kW

18.98 0.00 18.98

Standby (CRC) - \$/kW

9.22 0.00 9.22

Time Related Demand Charge - \$/kW

Backup demand - Summer Season

On-Peak

0.00 13.10 13.10

Mid-Peak

0.00 0.00 0.00

Supplemental demand - Summer Season

On-Peak

0.00 14.37 14.37

Mid-Peak

0.00 4.49 4.49

Power Factor Adjustment - \$/kVA

0.60 0.00 0.60

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

TOU-8-S, GF-B (Above 50 kV)

Energy Charge - \$/kWh

Summer Season

On-Peak

Mid-peak

Off-Peak

Winter Season

Mid-peak

Off-Peak

Customer Charge - \$/month

Facilities Related Demand

Demand Charge (Excess FRD) - \$/kW

Standby (CRC) - \$/kW

Time Related Demand Charge - \$/kW

Backup demand - Summer Season

On-Peak

Mid-Peak

Supplemental demand - Summer Season

On-Peak

Mid-Peak

Power Factor Adjustment - \$/kVA

Voltage Discount, 220 kV and above

Facilities Related Demand (Excess FRD) - \$/kW

Time-Related Demand - \$/kW

Supplemental Summer on & Mid

Backup Summer on & Mid

Energy - \$/kWh

Standby (CRC) - \$/kW

January 2018 Rates		
Delivery	Generation	Total Rate

Proposed 2018 GRC Rates		
Delivery	Generation	Total Rate

0.01648 0.04678 0.06326

0.01648 0.04322 0.05970

0.01648 0.04210 0.05858

0.01648 0.06509 0.08157

0.01648 0.03715 0.05363

1,624.75 0.00 1,624.75

8.18 0.00 8.18

0.92 0.00 0.92

0.00 6.27 6.27

0.00 0.00 0.00

0.00 14.80 14.80

0.00 4.76 4.76

0.54 0.00 0.54

(3.71) 0.00 (3.71)

0.00 (0.15) (0.15)

0.00 (0.05) (0.05)

0.00000 (0.00039) (0.00039)

(0.42) 0.00 (0.42)