

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



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Expedited Application of San Diego Gas &
Electric Company (U 902 E) Under the Power
Charge Indifference Adjustment Account
Trigger Mechanism.

Application 20-07-009
(Filed on July 10, 2020)

**JOINT COMMENTS OF
SAN DIEGO COMMUNITY POWER, CLEAN ENERGY ALLIANCE,
SOLANA ENERGY ALLIANCE, AND THE CALIFORNIA COMMUNITY CHOICE
ASSOCIATION ON THE PROPOSED DECISION**

Ty Tosdal
Tosdal APC
777 South Highway 101, Suite 215
Solana Beach, CA 92075
Telephone: (858) 252-6416
E-mail: ty@tosdalapc.com

Attorney for:
San Diego Community Power
Clean Energy Alliance
Solana Energy Alliance

Evelyn Kahl, General Counsel
California Community Choice Association
One Concord Center
2300 Clayton Road, Suite 1150
Concord, CA 94520
E-mail: regulatory@cal-cca.org

December 3, 2020

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Pursuant to Rule 14.3 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), San Diego Community Power (“SDCP”), Clean Energy Alliance (“CEA”), Solana Energy Alliance (“SEA”), (collectively, the “San Diego CCA Programs”), and the California Community Choice Association (“CalCCA”), hereby submit these Joint Comments on the (Proposed) *Decision Regarding Power Charge Indifference Adjustment Trigger Application of San Diego Gas & Electric Company* (“PD”) issued on November 13, 2020 in the above-captioned proceeding.

I. INTRODUCTION AND SUBJECT MATTER INDEX

The PD authorizes San Diego Gas & Electric Company (“SDG&E”) to increase the Power Charge Indifference Adjustment (“PCIA”) to recover the \$8.92 million balance in its PCIA undercollection balancing account (“CAPBA”) from departing load customers over 12 months beginning on January 1, 2021. The San Diego CCA Programs and CalCCA appreciate the opportunity to provide these comments requesting clarification and suggesting revisions to the PD that will ensure SDG&E’s CAPBA recovery is conducted in a just and reasonable manner. Specifically, the San Diego CCA Programs and CalCCA recommend the following modifications:

- The Commission should require SDG&E to clarify in its implementing advice letter that vintage 2020 customers are excluded from the allocation of the 2020 CAPBA undercollection because these customers were not departing load customers when the balance accrued;
- The PD should adopt a 36-month amortization period for the CAPBA undercollection;
- The PD should adopt SDG&E’s proposal to transfer the CAPBA overcollection due to bundled customers into the 2020 vintage of the PABA.

Proposed changes to findings of fact, conclusions of law, and ordering paragraphs are provided in Appendix A. In addition, CalCCA, the San Diego CCA Programs and SDG&E have worked together regarding the general approach to the cap and trigger and entered into the Joint Stipulation of SDG&E and CCA Parties (“Stipulation”) attached as Appendix B, as further discussed below.

II. COMMENTS

A. **The PD Should Require SDG&E to Clarify in Its Implementing Advice Letter that the CAPBA Undercollection Will Not Be Allocated to PCIA Vintages 2020 and 2021 Departing Load Customers Because these Customers Did Not Cause the Undercollection**

The PD should be revised to specify that the CAPBA undercollection will be allocated only to departing load customers who contributed to the undercollection in 2020. Ordering Paragraph 1 of the PD authorizes SDG&E “to collect \$8.92 million in Power Charge Indifference Adjustment from departing load customers, amortized over twelve months, beginning January 1, 2021.”¹ Implicit in this paragraph is the directive to recover the undercollection from those who *caused*

¹ [Proposed] Decision Regarding Power Charge Indifference Adjustment Trigger Application Of San Diego Gas & Electric Company (“PD”), Application 20-07-009, November 13, 2020 at Ordering Paragraph 1.

the undercollection to arise. The San Diego CCA Programs and CalCCA request that the Commission modify the PD to make clear that the undercollection will be recovered solely from the customers who were departing load customers when the CAPBA balance accrued. Both existing law prohibiting costs shifts among bundled and departing load customers and foundational principles of cost causation dictate this result.

Fundamental principles of cost causation applied by the Commission in virtually every ratemaking decision require exclusion of vintage 2020 departing load customers from the CAPBA undercollection recovery. As an initial matter, customers in the 2020 vintage include bundled customers who depart bundled service from July 1, 2020 to June 30, 2021 according to the Commission's framework for segregating vintages.² Importantly, there have been no load departures in 2020 that will be assigned to the 2020 vintage. However, it is currently anticipated that the first phase of customer migration from SDG&E to SDCP service will occur in May 2021, placing those customers, by definition, into the 2020 vintage for departing load. Because these customers received bundled service during 2020, they did not contribute to the accumulation of the current CAPBA balance that has accrued. Rather, these customers were part of the group of bundled customers that financed the PCIA undercollection through higher bundled generation rates in 2020.

The CAPBA balance accrued due to the capping of PCIA rates pursuant to D.18-10-019 and thus reflects the difference between capped PCIA rates and uncapped PCIA charged to these customers during 2020. The undercollection of PCIA revenue from departing customers during 2020 can be attributed to customers that had departed bundled service prior to 2020. Customers who were bundled customers during 2020 did not have capped rates and, indeed, financed the

² D. 08-09-012 at Ordering Paragraph 10.

undercollection on behalf of departing load customers.³ For this reason, long-standing Commission cost-causation principles require that any customer who was a bundled customer in 2020 should not be responsible for these charges, whether they remain bundled customers or depart bundled service in 2021.⁴

In addition, allocating the 2020 CAPBA balance to 2020 vintage customers would violate the prohibition on cost shifting articulated in Public Utilities Code section 365.2. The statute requires the Commission “to ensure that departing load does not experience any cost increases as a result of an allocation of costs that were not incurred on behalf of the departing load.”⁵ Because the CAPBA undercollection was *not* incurred on behalf of 2020 vintage customers who depart in 2021, recovering this cost from them would violate this enshrined prohibition.

Finally, SDG&E’s testimony confirms that the PCIA undercollection from departing load customers is attributed to capped PCIA rates for vintages 2019 and prior.⁶ As explained by Witness Fuhrer, the rate cap did not apply to PCIA vintage 2020.⁷ However, at the same time, the rate tables provided in Appendices A and B to Ms. Fuhrer’s testimony show that SDG&E intends to employ a CAPBA rate adder to vintage 2020 departing load.⁸ Doing so will assuredly result in SDG&E collecting more than the requested \$8.92 million in the CAPBA balance.

³ Prepared Direct Testimony of Stacy Fuhrer on Behalf of SDG&E, A. 20-07-009, July 10, 2020 at SF-7.

⁴ D. 18-10-019, *Decision Modifying the Power Charge Indifference Adjustment Methodology*, R. 17-06-026, October 19, 2018 at Conclusions of Law 10, 11.

⁵ Cal. Pub. Util. Code § 365.

⁶ Prepared Direct Testimony of Stacy Fuhrer on Behalf of SDG&E, A. 20-07-009, July 10, 2020 at SF-15 through SF-16, Table 4.

⁷ *Id.*

⁸ Prepared Direct Testimony of Stacy Fuhrer on Behalf of SDG&E, A. 20-07-009, July 10, 2020 at SF-A-1 through SF-A-2 and SF-B-1 through SF-B-2.

Governing law, fundamental ratemaking principles, and SDG&E’s own testimony support modification of the PD to exclude vintage 2020 PCIA customers from the allocation of the 2020 CAPBA undercollection.

B. A 36-Month Amortization Period Would Better Serve to Alleviate Rate Shock

The Commission may authorize a CAPBA undercollection recovery period required to “minimize rate shock for departing load customers, providing fair returns to bundled customers, and avoiding the need for another PCIA trigger application early in 2021.”⁹ It is not limited to adopting the amortization period proposed by SDG&E “without modification”¹⁰ and may adopt a CAPBA undercollection recovery period “over multiple years.”¹¹ Despite this authority, the PD adopts a one-year amortization period on the grounds that, though the resulting monthly increase will be “noticeable” to departing load customers, it provides a “preferable outcome” over the proposed alternatives.¹²

The San Diego CCA Programs and CalCCA propose a more balanced alternative, particularly when viewed as a part of the general approach to the cap and trigger reflected in the Joint Stipulation of SDG&E and CCA Parties (“Stipulation”) attached as Appendix B. As discussed below, a 36-month amortization period adequately reduces rate shock for departing load customers without imposing hardship on bundled customers. Moreover, the approach contemplated by the Stipulation, if ultimately adopted by the Commission, could also eliminate the risk of overlapping triggers that would be difficult to incorporate into existing rates and could compound rate shock.

⁹ Proposed Decision at Conclusion of Law 3.

¹⁰ *Id.* at 8.

¹¹ *Id.* at Conclusion of Law 3.

¹² *Id.* at 9.

A 12-month amortization period does not provide adequate relief to departing load customers. The rate shocks posed by both of SDG&E's proposals are beyond excessive and neither just nor reasonable.¹³ Under SDG&E's proposed 6-month amortization period, residential SEA customers would have seen their PCIA rates spike by 120 percent.¹⁴ However, the 12-month amortization period in the PD is also excessive and will pose an undue and avoidable burden on departing load customers, many of whom are currently facing significant financial hardship given current economic conditions. Under the 12-month amortization period contemplated in the PD, SEA customers will still experience a 60 percent PCIA rate increase in 2021, causing a typical residential customer using 400 kWh per month to pay roughly **\$7.50** more per month.¹⁵ In contrast, a 36-month amortization period would limit the monthly rate increase to 20 percent resulting in customers paying only **\$2.54** more per month.¹⁶

In support of a 12-month amortization period, the PD relies, in part, on the reduced amount of time that "bundled load customer rates are subsidizing departing load customer service"¹⁷ To be certain, and as discussed in more detail below, the San Diego CCA Programs and CalCCA fully support that bundled customers must receive their full CAPBA refund. However, the Stipulation presents a more holistic approach to meeting the Commission's objectives, including addressing the impact on bundled customers in this proceeding and going forward.

A 36-month amortization period would not change the amount that either type of customer owes, but instead reduce both the monthly refund and PCIA rate increase by

¹³ Proposed Decision at 8.

¹⁴ San Diego CCA Program Reply Brief at 2.

¹⁵ Proposed Decision at 9.

¹⁶ San Diego CCA Reply Brief at 4.

¹⁷ Proposed Decision at 9.

approximately one-third. Extending the amortization period from 12 to 36 months would reduce departed load customers monthly bill increase from **\$7.50** more per month to roughly **\$2.54** more per month, and at the same time reduce bundled customers monthly refunds from **\$0.26** per month to approximately **\$0.08** per month. Clearly the impact of reducing an already low monthly bundled customer refund is significantly outweighed by the substantial financial relief that a 36-month amortization period would provide to departed load customers. As such, the Commission should utilize its authority to revise the PD to adopt a 36-month amortization period.

A 12-month amortization period poses a significant burden on departing load customers in exchange for a nominal benefit to bundled customers. With a 12-month amortization period, a typical residential bundled customer will receive a refund of roughly **\$0.26** per month, which amounts to a total annual payment of **\$3.06**.¹⁸ In contrast, by the end of the PD's 12-month amortization period a typical departed load customer will have paid roughly \$90 in higher PCIA rates.¹⁹ Surely, an additional \$90 payment will be more "noticeable" to departing load customers than would a one-time \$3.06 annual bundled customer refund.

The Stipulation, if the Commission adopts the proposals going forward in 2021, provides a balanced and reasonable solution. The Stipulation contemplates a Petition for Modification of D.18-10-019 that would eliminate the cap and trigger mechanism and thus any financing burden for bundled customers going forward.²⁰ It also lays out a proposal to address recovery of any 2021 CAPBA balance upon SDG&E's filing of a trigger application in 2021 including a 12-month

¹⁸ Joint Opening Brief at 9 (Estimated monthly refund amount was estimated as follows: 0.255 cents/kWh * 400 kWh * 3 months / 12 months = 25.5 cents.)

¹⁹ Total annual refund calculated as follows: 25.5 cents per month * 12 months; Total additional PCIA payment calculated as follows: \$7.50 per month * 12 months.

²⁰ Stipulation ¶ 6.

amortization period for the 2021 CAPBA balance that would begin January 1, 2022. Finally, and critically, the 36-month amortization provides a reasonable glide path for departing load customers as they transition to PCIA ratemaking without the security of a cap on increases going forward.

For these reasons, the San Diego CCA Programs and CalCCA request that the Commission adopt the proposed 36-month amortization of the 2020 CAPBA balance. The remainder of the steps in the Stipulation’s holistic approach can be proposed and implemented in 2021.

C. The Commission Should Adopt SDG&E’s PABA Transfer Proposal to Ensure CAPBA Refunds are Credited to All Customers Who Were Bundled Customers in 2020

The PD declines to address SDG&E’s CAPBA refund proposals, overlooking the opportunity to resolve an undisputed issue.²¹ In this proceeding, SDG&E initially proposed that any customer who departs for CCA or DA service during an amortization period in 2021 must forfeit their share of the CAPBA refund they earned when they were bundled customers in 2020 (the “refund forfeiture proposal”). The San Diego CCA Programs and CalCCA opposed the refund forfeiture proposal, requesting that SDG&E adopt an alternative means of ensuring that all eligible customers receive their due CAPBA refund, regardless of whether they depart for CCA service during an extended amortization period. SDG&E’s Reply Brief included a solution, proposing to transfer the CAPBA overcollection due to bundled customers into the 2020 vintage of the PABA (the “PABA transfer proposal”), which would effectively credit all bundled customers with their share of the bundled refund.²² The San Diego CCA Programs and CalCCA support this proposal.

Despite the undisputed PABA transfer proposal, the PD concludes that this issue is not in the scope of this proceeding, and instead better suited for SDG&E’s ERRA forecast proceeding.

²¹ Proposed Decision at 9.

²² SDG&E Reply Brief at 22.

Unfortunately, the proposed decision in the ERRA forecast proceeding (A.20-04-014), issued on December 1, punts the issue once again. It concludes as follows:

The CCA November Commenters also request that the Commission adopt SDG&E’s proposal for a one-time transfer of the CAPBA over-collection due to bundled customers into PABA. However, we determine that the resolution of that issue is more appropriately addressed in the PCIA rulemaking proceeding R.17-06-026, and therefore we decline to address it in this decision.²³

It is unclear why, with a solution readily available, the Commission should not simply resolve the issue now, in this proceeding. Indeed, the issue falls squarely within Issue No. 4 in this proceeding’s Scoping Memo, which asks: “Should the Commission authorize SDG&E to obtain \$8.92 million in funding from Departing Load customers and refund this amount to bundled customers?”²⁴ If bundled customers forego their share of the refund upon departure, the total CAPBA balance—which is indisputably within the scope of this proceeding—will necessarily shrink. Given the close relationship between refunds and recovery, purported limitations in issuing refunds and proposed methods of working around the limitations should be considered within the scope of the proceeding.

Given the articulation of Issue No. 4, crediting departing load customers for their share of ERRA refund of the CAPBA has already been thoroughly addressed and litigated throughout the course of the proceeding. SDG&E first introduced the CAPBA refund issue during the August 27, 2020 prehearing conference (“PHC”).²⁵ SDG&E further described purported accounting and billing limitations and introduced its refund forfeiture proposal in the October 1, 2020 CAPBA

²³ [Proposed] *Decision Adopting 2021 Electric Procurement Revenue Requirement Forecasts and Greenhouse Gas-Related Forecasts for San Diego Gas & Electric Company*, A.20-04-014, December 1, 2020 at 38.

²⁴ Scoping Memo at 4.

²⁵ PHC Transcript at 19-21.

Update Report and in its Opening Brief.²⁶ The San Diego CCA Programs and CalCCA disputed SDG&E's purported limitations in the *Joint Statement Regarding Disputed Material Facts and Evidentiary Hearings* and proposed that SDG&E adopt the PABA transfer proposal in its Joint Opening Brief.²⁷ No parties disputed the proposal raised in the San Diego CCA Programs and CalCCA's Joint Opening Brief, and SDG&E's Reply Brief proposed to adopt the PABA transfer proposal.²⁸ Since the CAPBA refund issue was properly raised and discussed throughout this proceeding, it is proper for the PD to address the CAPBA refund issue and adopt the PABA transfer proposal.

For all of these reasons, the San Diego CCA Programs and CalCCA respectfully disagree and request the Commission revise the PD to (1) deny SDG&E's refund forfeiture proposal, and (2) adopt SDG&E's alternative PABA transfer proposal. Since the CAPBA recovery and refunds are inextricably tied, SDG&E's purported inability to fully implement refunds and its alternative proposals are properly considered within the scope of this proceeding. In fact, these issues have already been raised and litigated in this proceeding, and no parties dispute SDG&E's PABA transfer proposal.

III. CONCLUSION

The San Diego CCA Programs and CalCCA appreciate the opportunity to provide comments on the PD and, for the reasons stated above, request the Commission adopt the recommended revisions provided.

Respectfully submitted,

²⁶ *San Diego Gas & Electric Company Update on CAPBA Balance and Report Re Accounting and Billing System Pursuant to ALJ's September 18, 2020 Ruling*, A. 20-07-009, October 1, 2020 at 3-6.

²⁷ SD CCA Opening Brief at 14.

²⁸ SDG&E Reply Brief at 20.

/s/ Ty Tosdal

Ty Tosdal

Tosdal APC

777 South Highway 101, Suite 215

Solana Beach, CA 92075

Telephone: (858) 252-6416

E-mail: ty@tosdalapc.com

Attorney for:

San Diego Community Power

Clean Energy Alliance

Solana Energy Alliance

/s/ Evelyn Kahl

Evelyn Kahl, General Counsel

California Community Choice Association

One Concord Center

2300 Clayton Road, Suite 1150

Concord, CA 94520

E-mail: regulatory@cal-cca.org

December 3, 2020

APPENDIX A
Proposed Modifications to PD’s Findings of Fact, Conclusions of Law and Ordering Paragraph

Proposed text deletions are in bold and strikethrough (~~abc~~).

Proposed text additions are underlined (abc).

Findings of Fact

The following Findings of Fact (“FoF”) should be revised and added as follows:

3. A ~~twelve~~ thirty-six-month amortization period for SDG&E’s CAPBA undercollection will reduce rate shock.

NEW FoF: The only customers in the 2020 vintage will be bundled customers that depart in 2021. The CAPBA undercollection was not caused by these customers but by customers who were already departing load customers during 2020.

Conclusions of Law

The following Conclusions of Law (“CoL”) should be added:

NEW CoL: Recovery of the CAPBA balance from vintage 2020 customers who depart in 2021 would violate Pub. Util. Code Section 365.2 and the fundamental ratemaking principle of cost causation.

NEW CoL: Issues pertaining to SDG&E’s ability to implement bundled customer refunds are properly within the scope of this proceeding.

Ordering Paragraphs

The following Ordering Paragraphs (“OP”) should be revised and added as follows:

1. San Diego Gas & Electric Company is authorized to collect \$8.92 million in Power Charge Indifference Adjustment from departing load customers subject to vintage 2019 and prior, amortized over ~~twelve~~ thirty-six months, beginning January 1, 2021, to account for an estimated undercollection of \$8.92 million.

NEW OP: SDG&E’s proposal to transfer the CAPBA overcollection due to bundled customers into the 2020 vintage of the PABA is adopted.

APPENDIX B
JOINT STIPULATION OF SDG&E AND CCA PARTIES

Joint Stipulation of SDG&E and CCA Parties

California Community Choice Association, San Diego Community Power, Clean Energy Alliance, and Solana Energy Alliance (collectively, the “CCA Parties”), and San Diego Gas & Electric Company (“SDG&E”) have reached a joint stipulation in the *Expedited Application of San Diego Gas & Electric Company (U902E) Under the Power Charge Indifference Adjustment Account Trigger Mechanism*, Application 20-07-009 (“Application”). This joint stipulation resolves a central issue in the Application, reducing the burden on the Commission’s and parties’ resources in this proceeding. Specifically, the CCA Parties and SDG&E stipulate as follows:

1. The stipulating parties each acknowledge the importance of implementing rates on January 1, 2021, to mitigate rate volatility and rate design complexity. The CCA Parties agree to support timely adoption of a final decision in Application 20-07-009.
2. The CCA Parties and SDG&E acknowledge the applicability of the Power Charge Indifference Adjustment (“PCIA”) rate cap adopted by the Commission in Decision (“D.”) 18-10-019 to the PCIA rates proposed in SDG&E’s 2021 ERRA Forecast Application 20-04-014.
3. The CCA Parties and SDG&E agree to propose in comments on the proposed decision (“PD”) in this Application that the 2020 PCIA undercollection balancing account (“CAPBA”) undercollection will be recovered from customers over a three-year period commencing January 1, 2021, subject to the following:
 - a. If 2021 PCIA rates are not implemented by January 1, 2021, the amortization period for the 2020 CAPBA undercollection shall be reduced commensurately to ensure that the amortization is completed by December 31, 2023.
 - b. Should the Commission reject the proposed three-year 2020 CAPBA undercollection amortization in this Application, the remainder of the stipulating parties’ obligations specified in this joint stipulation will continue unchanged.
4. SDG&E agrees to clarify in its advice letter implementing the Commission’s final decision in this Application that it will collect the 2020 CAPBA undercollection through vintage 2009-2019 PCIA rate adders and will recover no portion of this balance from vintage 2020 departing load customers because these customers did not cause accrual of the 2020 CAPBA undercollection.
5. If the 2021 CAPBA undercollection reaches the seven percentage trigger level established in Ordering Paragraph 9 of D.18-10-019, and SDG&E is required to file an expedited application to increase rates to recover the undercollection, SDG&E will recommend adoption of a one-year amortization of the 2021 CAPBA in 2022 rates, and the CCA Parties will not propose a longer term amortization.
6. The CCA Parties agree to affirmatively support the termination of the PCIA cap-and-trigger framework adopted in Ordering Paragraphs 9 and 10 of D.18-10-019 by filing, together with the investor-owned utilities, a joint petition for modification (“PFM”) of D.18-10-019 in early 2021.

7. SDG&E and the CCA Parties agree that if the CCA Parties fail to support the PFM as required by this stipulation, or if the Commission fails to approve or rejects the PFM before implementation of 2022 PCIA rates, the stipulating parties will propose in the relevant PCIA trigger or Energy Resource Recovery Account proceeding that the unamortized portion of the CAPBA balance will be amortized over 12 months beginning on January 1, 2022.

8. SDG&E and the CCAs agree to work in good faith to support this stipulation in this proceeding and future related proceedings in all their communications with Commission staff and Commissioners and their advisors.

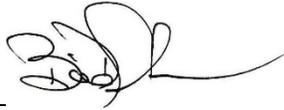
November 30, 2020

<p>CALIFORNIA COMMUNITY CHOICE ASSOCIATION</p> <p style="text-align: center;"><i>Evelyn Kahl</i></p> <hr style="width: 80%; margin-left: 0;"/> <p>Evelyn Kahl General Counsel</p> <p>Dated: December 1, 2020</p>	<p>SAN DIEGO COMMUNITY POWER</p> <hr style="width: 80%; margin-left: 0;"/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>CLEAN ENERGY ALLIANCE</p> <hr style="width: 80%; margin-left: 0;"/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>SOLANA ENERGY ALLIANCE</p> <hr style="width: 80%; margin-left: 0;"/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>SAN DIEGO GAS & ELECTRIC COMPANY</p> <hr style="width: 80%; margin-left: 0;"/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	

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November 30, 2020

<p>CALIFORNIA COMMUNITY CHOICE ASSOCIATION</p> <hr/> <p>Evelyn Kahl General Counsel</p> <p>Dated: _____</p>	<p>SAN DIEGO COMMUNITY POWER</p>  <hr/> <p>Name: <u>Bill Carnahan</u></p> <p>Title: <u>Interim CEO</u></p> <p>Dated: <u>12/2/20</u></p>
<p>CLEAN ENERGY ALLIANCE</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>SOLANA ENERGY ALLIANCE</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>SAN DIEGO GAS & ELECTRIC COMPANY</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	

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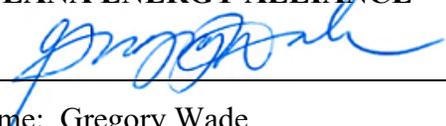
November 30, 2020

<p>CALIFORNIA COMMUNITY CHOICE ASSOCIATION</p> <hr/> <p>Evelyn Kahl General Counsel</p> <p>Dated: _____</p>	<p>SAN DIEGO COMMUNITY POWER</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>CLEAN ENERGY ALLIANCE</p> <p>DocuSigned by: <i>Barbara Boswell</i></p> <p>824C6E81F1564B1</p> <p>Name: <u>Barbara Boswell</u></p> <p>Title: <u>Interim Chief Executive Officer</u></p> <p>Dated: <u>12/2/2020</u></p>	<p>SOLANA ENERGY ALLIANCE</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>SAN DIEGO GAS & ELECTRIC COMPANY</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	

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November 30, 2020

<p>CALIFORNIA COMMUNITY CHOICE ASSOCIATION</p> <hr/> <p>Evelyn Kahl General Counsel</p> <p>Dated: _____</p>	<p>SAN DIEGO COMMUNITY POWER</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>CLEAN ENERGY ALLIANCE</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>SOLANA ENERGY ALLIANCE</p>  <hr/> <p>Name: <u>Gregory Wade</u></p> <p>Title: <u>City Manager</u></p> <p>Dated: <u>12-2-2020</u></p>
<p>SAN DIEGO GAS & ELECTRIC COMPANY</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	

7. SDG&E and the CCA Parties agree that if the CCA Parties fail to support the PFM as required by this stipulation, or if the Commission fails to approve or rejects the PFM before implementation of 2022 PCIA rates, the stipulating parties will propose in the relevant PCIA trigger or Energy Resource Recovery Account proceeding that the unamortized portion of the CAPBA balance will be amortized over 12 months beginning on January 1, 2022.

8. SDG&E and the CCAs agree to work in good faith to support this stipulation in this proceeding and future related proceedings in all their communications with Commission staff and Commissioners and their advisors.

November 30, 2020

<p>CALIFORNIA COMMUNITY CHOICE ASSOCIATION</p> <hr/> <p>Evelyn Kahl General Counsel</p> <p>Dated: _____</p>	<p>SAN DIEGO COMMUNITY POWER</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>CLEAN ENERGY ALLIANCE</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>SOLANA ENERGY ALLIANCE</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p>SAN DIEGO GAS & ELECTRIC COMPANY <i>/s/ Miguel Romero</i></p> <hr/> <p>Name: <u>Miguel Romero</u></p> <p>Title: <u>Vice President, Energy Supply</u></p> <p>Dated: <u>December 2, 2020</u></p>	