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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Review, Revise, and Consider Alternatives to the Power Charge Indifference Adjustment.	Rulemaking 17-06-026 (Filed June 29, 2017)

OPENING COMMENTS OF THE CALIFORNIA COMMUNITY CHOICE ASSOCIATION ON DATA-RELATED PCIA ISSUES

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On behalf of
California Community Choice Association

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Pursuant to Administrative Law Judge ("ALJ") Wang's September 17, 2021 e-mail ruling ("ALJ Ruling"), the California Community Choice Association[1] ("CalCCA") hereby submits these opening comments to convey the urgent need for reform to increase transparency and access to data related to the balancing accounts that underlie Power Charge Indifference Adjustment ("PCIA") rates.

Current data access protocols leave unbundled customers materially less protected from rate changes than bundled customers. Customers of community choice aggregators ("CCAs") remain vulnerable to PCIA changes derived from data to which the CCAs' Reviewing Representatives ("CCA RRs") do not have access, handcuffing their ability to plan for price swings in the medium-to-long term. CalCCA's transparency proposal will address this deficiency by requiring the investor-owned utilities ("IOUs") to provide the *same* limited set of data already provided to the CCA RRs within the Energy Resource Recovery Account

[1] California Community Choice Association represents the interests of 22 community choice electricity providers in California: Apple Valley Choice Energy, Baldwin Park Resident Owned Utility District, Central Coast Community Energy, Clean Energy Alliance, Clean Power Alliance, CleanPowerSF, Desert Community Energy, East Bay Community Energy, Lancaster Choice Energy, Marin Clean Energy, Peninsula Clean Energy, Pico Rivera Innovative Municipal Energy, Pioneer Community Energy, Pomona Choice Energy, Rancho Mirage Energy Authority, Redwood Coast Energy Authority, San Diego Community Power, San Jacinto Power, San José Clean Energy, Silicon Valley Clean Energy, Sonoma Clean Power, and Valley Clean Energy.

("ERRA") proceedings. The IOUs already prepare the detailed Monthly Report data for Energy Division, meaning the burden of providing such data to CCA RRs amounts to adding a handful of recipients to e-mails that already must be sent to Energy Division. Resource-specific details underlying the IOUs' ERRA Forecast proceedings are already provided to CCA RRs during the pendency of a case, but each application is accompanied by a docket-specific Non-Disclosure Agreement ("NDA") that prohibits the use of such data outside the confines of that single application. Since the CalCCA proposal largely would operate *within* the Commission's already onerous confidentiality regime, and would simply allow continued access to data already provided elsewhere, there is no good argument against giving unbundled customers the same protections afforded to bundled customers.

The IOUs center their January comments against the proposal on legal and policy arguments suggesting the Commission need not act to keep CCAs viable. These arguments in this context imply an IOU strategy to harm unbundled customers in the near term in the hope they will respond by returning to bundled service in the long term. Exposing unbundled customers to rate shock must not be endorsed as a strategy to lure them back to bundled service.

With regard to Question 1, a decision in this proceeding can align the data requirements approved last year in the ERRA Forecast proceedings to ensure long-term implementation of those requirements is consistent across the service territories. Further, requiring the data be provided automatically via a Master Data Request ("MDR"), which currently forms part of the regime in Pacific Gas and Electric Company's ("PG&E") service territory, will improve efficiency in these overburdened and expedited proceedings. Lastly, the forecast workpapers from the prior year's forecast case are relevant to analyzing the current year's forecast, as well as ensuring the on-going true-up of that prior year forecast is reasonable and accurate at a high

level, and should be routinely provided as part of an MDR. CalCCA recommends action on this latter item within this docket to ensure consistent treatment across utilities and avoid the need for the Commission to address this issue in each of the IOUs' 2022 ERRA Forecast cases, where the CCAs have raised it in testimony in each case.

Giving CCAs the same ability to plan for rate changes the IOUs enjoy will ensure a level playing field and allow all customers to enjoy the benefits of fair competition. These issues are discussed in response to Question 2 from the ALJ Ruling below. In sum, the data the CCAs require year-round in order to protect their customers is as follows:

- The *same* confidential versions of the Monthly Reports for each month of the year at the time such confidential versions are provided to the Commission;
- The *same* data and workpapers underlying those Monthly Reports, at the *same* level of granularity, and within the *same* schedule, that is now required to be provided as part of ERRA forecast proceedings in each IOU service territory; and
- Continued access to the *same* workpapers underlying PCIA rates that the IOUs have provided within the prior years' ERRA Forecast proceedings as part of either the November Update or an advice letter implementing the final decision in the ERRA Forecast proceeding.

With regard to Question 3, the tables the ALJ Ruling requested are provided in the body of these comments below, identifying several datasets and categories of data that should be public but are treated inconsistently, and often remain confidential, in different IOUs' ERRA Forecast and Compliance cases. A decision in this case should direct consistency among the IOUs on these data with a goal of maximizing the extent of publicly available information.

For Questions 4-5:

- The Joint IOUs proposal to refund or change the most recent PABA vintage for year-end balances is reasonable, provided it is implemented consistently for all balancing accounts and subaccounts, including PG&E's PCIA Undercollection Balancing Account ("PUBA") Financing Subaccount ("PFS"); and

- If further details are provided in the Joint IOUs' comments, CalCCA anticipates being able to support in reply comments the proposal to credit year-end ERRA balances to PABA to avoided unnecessary ERRA triggers.

Each of these issues is addressed in response to each issue raised in the ALJ Ruling, in turn, below.

I. ERRA DATA ACCESS

The ALJ Ruling states:

> *In comments on the December 2020 scoping memo, CalCCA proposed (i) to require all three IOUs to provide the ERRA data that SCE was required to provide in D.20-12-035, and (ii) require IOUs to provide confidential ERRA Monthly Report data to reviewing representatives who have signed NDAs within 5 business days of filing such report with the Commission.*
>
> *Please comment on each sub-part of this proposal from an operational, legal and/or public policy perspective.*

The Commission intended the data requirements in last year's Southern California Edison Company ("SCE") ERRA Forecast proceeding to streamline access for parties needing such data to meet their evidentiary burden when analyzing and proposing revisions to the forecast year's PCIA rates.[2] The Commission determined that "requiring extensive discovery requests to obtain this information creates additional administrative burdens for the parties to the proceeding as well as Commission staff."[3] The Commission ordered similar data be provided in both PG&E and San Diego Gas and Electric Company's ("SDG&E") ERRA Forecast decisions.[4]

The CalCCA proposals referenced in the ALJ Ruling were intended to ensure the IOUs consistently complied with three different orders issued within three different proceedings that were intended to accomplish the same end. The language of the decisions themselves illustrates

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2 D.20-12-035, Finding of Fact ("FOF") 38.

3 *Id.* at 56 (internal comma deleted).

4 D.20-12-038 at 31-32 and Ordering Paragraph ("OP") 4; D.21-01-017 at OP 6.

the CCAs' concern; PG&E and SCE's orders vary only by one or two words, while SDG&E's requirements are worded in a substantially different manner.[5] In practice, the IOUs' implementation of these directives in this first year of the requirements being in place has been largely consistent despite the difference in language between the orders. Nonetheless, the obligation is long term. Ironing out these differences via an order in this proceeding, *i.e.*, adopting the language used in Ordering Paragraph 8 of D.20-12-035 for all three IOUs as part of a decision in this case, will ensure long-term consistency across the three service territories.

In addition, requiring SCE and SDG&E to follow the MDR approach adopted in PG&E's 2021 ERRA Forecast decision will help to further streamline these unwieldy yet expedited proceedings. The ERRA Forecast cases require parties to process large amounts of data and information in a short timeframe to ensure rates are just and reasonable.[6] In D.20-12-038, the Commission ordered PG&E to provide a response to an MDR "upon the filing" of each future ERRA proceeding that includes the ERRA Monthly Report data.[7] The PG&E process avoids the need to submit data requests, saving precious weeks for parties that already have insufficient time to litigate these cases.

Lastly, beyond these process improvements, the IOUs should be required to allow non-docket-specific access to the detailed workpapers used to derive the annual PCIA rate updates in ERRA Forecast proceedings. Resource-specific details underlying the IOUs' ERRA Forecast proceedings are already provided to CCA RRs during the pendency of a case, but each application is accompanied by a docket-specific NDA that Reviewing Representatives must sign

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[5] *Compare* D.20-12-038 at 31-32 and OP 4 *to* D.21-01-017 at OP 6 *to* D.20-12-035 at OP 8.

[6] *See, e.g.,* R.17-06-026, *California Community Choice Association's Comments in Response to E-Mail Ruling Requesting Comments on Market Price Benchmark Issue Date*, pp. 7-19 (Sep. 13, 2021).

[7] D.20-12-038 at OP 4.

and which prohibits the use of such data outside the confines of that single application. In each of the IOU's recent ERRA Forecast cases, the CCAs have sought the documentation from the previous case supporting the composition of current vintage PCIA rates (for year n) in the forecast proceeding setting new PCIA rates (for year n+1). Review of the documentation supporting the previously forecasted Indifference Amount and the PCIA rates is required to determine the extent to which deviations from the previous forecast are causing the PABA true-up balance or are driving increases in newly forecasted PCIA rates.

There is great value in comparing newly forecasted data to prior forecasts and actual data. One of the first things a responsible analyst will do in assessing a forecast for one year is to compare it to the forecast from last year. The comparison is a helpful analytical tool to see how resources are utilized from one year to the next and how they are accounted for from one year to the next. For example, this technique revealed a $24 million error in SCE's 2022 ERRA Forecast case, where units that had been assigned resource adequacy value in the 2021 forecast were inadvertently not assigned resource adequacy value in the 2022 forecast.[8]

CCAs also utilize their testimony in ERRA Forecast proceedings to present high-level analysis of factors driving the PABA balance in each year's application.[9] In fact, PG&E's testimony in its proceeding provides a similar analysis, but the utility has sought to prevent the CCAs from conducting their own analysis to confirm its accuracy.[10] The CCAs simply wish to

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[8] A.21-06-003, *Prepared Direct Testimony of Brian Dickman on Behalf of SoCal CCAs in Southern California Edison Company's 2022 ERRA Forecast Proceeding*, pp. 12-13 (Sep. 27, 2021) ("SoCal CCAs Testimony").

[9] A.21-06-001, *Motion to Compel Discovery of the Joint CCAs*, pp. 1-3 (Aug. 31, 2021) ("Motion to Compel").

[10] *Id.*

have access to the same data to write the CCAs' testimony in these cases to which the utilities had access when they wrote their own testimony.

The IOUs have provided these data to CCAs in previous years,[11] and SCE provides them as part of its workpapers in its testimony.[12] PG&E provided this same data last year but has refused this year after a nearly identical discovery dispute occurred.[13] SDG&E simply refused, without initially offering an objection, to provide these data supporting current PCIA rates in its discovery responses and eventually won on the issue of keeping its application opaque via a short e-mail ruling to a Motion to Compel that provided little reasoning for its conclusion. Making that ruling more bewildering, the CCA RRs *already were provided access* to the requested data in the prior year's forecast but cannot use them again here, without requesting it anew from the IOUs, under the terms of the NDA in that previous case.[14]

A comparison of prior PCIA forecasts to actual PABA results can reveal problematic trends that should be addressed. It can also identify errors in PABA accounting. In a bit of irony, after denying CCAs access to its 2021 PCIA workpapers which would have enabled verification of the 2021 PABA balance included in its 2022 ERRA Forecast application, SDG&E disclosed that it had erroneously relied on the 2020 ERRA Forecast revenue rather than the 2021 ERRA Forecast revenue to project the 2021 PABA included in the current application.[15] The error understated the 2021 PABA balance by *nearly $100 million*.

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11 *Id.*

12 SoCal CCAs Testimony at 20-25.

13 Motion to Compel at 1-3.

14 *Id.*

15 A.21-04-010, E-mail form SDG&E Counsel to Service List (Sep. 16, 2021) (stating "SDG&E has discovered an error with respect to the Portfolio Allocation Balancing Account (PABA) revenue requirement forecast set forth in the 2021 ERRA Forecast Application (A.21-04-010). Specifically,

The Commission made long strides towards transparency in last year's ERRA Forecast proceedings, providing half of the data necessary to understand current PABA balances. Continuing to shed light on these arcane proceedings by providing the other half of that data is a crucial next step. That next step should be taken as part of a decision in this case, providing consistent treatment between IOUs, or within the ERRA forecast proceedings themselves, where the CCAs have made the same ask in each of the three proceedings.

II. PCIA FORECASTING DATA ACCESS

In D.18-10-019, the Commission adopted a PCIA cap to avoid volatility and promote certainty and stability for *all* customers: "We find that the potential for volatility supports adoption of a PCIA cap in this decision. Such a cap should reduce extreme PCIA price spikes, and bill impacts, but not enable a continual state of significant undercollection.[16] Similarly, "[w]e affirm that a cap protects against volatility in the PCIA."[17] As formally set forth in Finding of Fact 18: "A PCIA cap will limit the change of the PCIA from one year to the next. A cap that limits the change of the PCIA from one year to the next promotes certainty and stability for all customers within a reasonable planning horizon."[18] In D.21-05-030, the Commission recognized that the cap it had adopted only exacerbated volatility and removed it.[19]

SDG&E has discovered an error in its billed revenue forecast that impacted the projected 2021 PABA Year End balance set forth in the Application. The forecast model used in the Application inadvertently used the 2020 authorized ERRA Revenue Forecast instead of the 2021 ERRA Revenue Forecast. This resulted in an overstatement of forecasted billed revenue. After correcting this error and updating for actuals through August 2021, SDG&E now forecasts the 2021 PABA Year End balance (excluding adders for the 2020 ERRA Trigger Adjustment and CAPBA Trigger Adjustment) to be an over collection of $61.8M. SDG&E's Application had forecasted the 2021 PABA Year End Balance (excluding adders) to be an over collection of $159.6M.").

16 D.18-10-019 at 85.

17 *Id.* at 86.

18 *Id.* at FOF 18.

19 D.20-05-030 at 6-8, FOF 1, Conclusion of Law ("COL") 1, and OP 1.

While the cap no longer exists, the potential for "extreme PCIA price spikes," "bill impacts", and "volatility," and the resulting need for "certainty and stability for *all* customers within a reasonable planning horizon," still exists. In PG&E's 2020 ERRA Forecast application, PG&E predicted a $447.3 million undercollection in the 2019 PABA until the day before hearing when a $224 million error related to the imputed RA value was discovered. The resulting modification changed the projected $447.3 million undercollection to a $223.5 million undercollection.[20] Three months later, however, PG&E's 2019 PABA undercollection grew almost $400 million to reach $611.4 million.[21] These fluctuations had an enormous impact on the rates CCA customers would pay, moving the PCIA by approximately $0.005/kWh (or *15 percent*) in three months.

Without an effective cap to control PCIA rates, CCA customers must rely on forecasting to plan and manage rate spikes for their customers, and the key to reliable, real-time forecasting is data access and transparency. CCAs must be able to see how, but more importantly why, the balances feeding the PCIA are changing. However, the limited access to data provided in the IOUs' Monthly Reports leave unbundled customers materially less protected from rate changes than bundled customers and must be addressed. CalCCA's proposal makes small, incremental adjustments to how data is provided that can address these issues *within* the Commission's existing confidentiality frameworks.

The ALJ Ruling states:

> *In comments on the December 2020 scoping memo, CalCCA proposed to require the IOUs to provide year-round access to key cost and revenue data, including (1) confidential versions of monthly reports for each month of the*

[20] A.19-06-001, 1 Tr. 29:2-30:24 (PG&E – Keller); Exh. PG&E-4 at Table 14-3 (corrected – redline version).

[21] A.19-06-001, *Pacific Gas and Electric Company Update to Prepared Testimony*, p. 8, line 21 (Nov. 8, 2019).

year, when they are provided to the Commission, and (2) data and workpapers underlying these reports, at the same level of granularity and on the same schedule as required for future ERRA proceedings. CalCCA proposed to require IOUs provide year-round access to this data through Year-Round NDAs that would allow reviewing representatives to use the data provided in the ERRA Monthly Reports outside the context ERRA Forecast proceedings for the limited purpose of creating PCIA rate forecasts that are based on, but do not disclose, confidential data, and can be shared with CCA decision-makers to allow them to plan for future rate changes.

A. Making Confidential ERRA Monthly Reports Data Available to CCAs Outside of the ERRA proceedings Protects *All* Customers.

The ALJ Ruling then asks:

a. *Why is it in the public interest to make confidential ERRA Monthly Reports data available to CCAs outside of the ERRA proceedings?*

Answering this question requires understanding (1) the impacts of the PABA balance on PCIA rates and (2) why there is no good argument against data transparency that is intended to protect customers.

1. The PABA Balance Drives Variability in PCIA Rates.

CCAs are currently responsible for providing the energy resources needed to serve over one-half of energy usage in the IOUs' service territories and are playing a critical role in achieving California's renewable energy and reliability goals. Any actions that help CCAs better plan their energy procurement is inherently in the public interest to help California achieve its goals.

PCIA rates are a major component of the generation rates unbundled customers pay, currently as high as $0.047/kWh for residential customers within the three IOUs' service territories and can affect or limit a CCA's procurement choices. The PCIA materially affects the rates CCAs charge their customers and requires the CCAs to keep tabs at all times on where the PCIA rate is heading. CCAs may need to "absorb" spikes in the PCIA by reducing the

generation rates they charge for their own procured power in order to protect their customers from a large increase. This type of consumer protection requires planning, which can take the form of reserve policies that act similar to balancing accounts the IOUs employ.

Currently, unbundled CCA customers cannot understand, plan for or protect customers from rate changes to the same extent the utilities are able to do so. At the heart of the issue is the tension created by the PCIA framework adopted in Decisions 18-10-019 and 19-10-001. Those decisions created a long-term exit fee that changes each year, will exist for decades to come and, most importantly for the instant discussion, is based on the cost and market value of the IOUs' generation portfolios. That is, the PCIA generation rate that is charged to *one* load-serving entity's ("LSE's") customers is based on *another* LSE's data. The IOUs have more information about where the PCIA is going because they hold all the data; CCA RRs have only limited, confidential information available during the six months in which the ERRA forecast proceedings are being litigated. This mismatch leaves unbundled customers less protected than bundled customers from rate changes – especially with no PCIA cap.

Ensuring the measures CCAs take are sufficient to protect customers from rate shock requires a deep understanding of the factors driving PCIA rates during all twelve months of the year. This is because two factors influence PCIA rates: (1) the forecasted Indifference Amount for the following year and (2) changes to the PABA balance that result from an on-going true-up of forecasted versus actual rates. The IOUs' ERRA proceedings calculate the PCIA rate for the next calendar year from these two values, and currently no mid- or long-term forecast for this rate is provided. In their January comments, the IOUs completely ignore the importance of the second component of setting PCIA rates, stating "the data provided in the IOUs' Monthly

Reports are of little use in forecasting future PCIA rates."[22] This statement could not be further from the truth.

Prior to D.18-10-019, the PCIA rate was set only on a forecast basis with no after-the-fact true-up for unbundled customers. Decision 18-10-019 approved a true-up for the PCIA using actual recorded net costs for PCIA-eligible resources and billed revenues from both bundled and departing load customers. This true-up now occurs via the PABA, a rolling true-up between the forecasted costs and revenues used to determine the Indifference Amount and the actual costs and revenues an IOU realizes during the year related to its PCIA-eligible resource portfolio. Any resulting over- or under-collection in the PABA projected to occur by the end of the year is added to the Indifference Amount to establish the PCIA revenue requirement and determine PCIA rates effective in the forecast year approved as part of each ERRA Forecast proceeding.

Since its inception, the PABA has been a major contributor to the total PCIA revenue requirement and has proven to be unpredictable, fluctuating by hundreds of millions of dollars. For example, in 2020 PG&E began the year with a PABA balance of just over $700 million, which increased to just under $800 million by the time PG&E's ERRA Forecast application was filed in April.[23] By July, the balance was nearly $950 million.[24] However, the high prices for brown power during the August and September 2020 heatwaves caused that balance to drop to approximately $460 million by the November Update (the balanced ultimately used to set PCIA

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22 A.17-06-026, *Joint Reply Comments of Southern California Edison Company (U 338-E), San Diego Gas & Electric Company (U 902 E) and Pacific Gas and Electric Company (U 39 E) to Commissioner's Amended Scoping Memo and Ruling*, pp. 7-8 (Feb. 5, 2021) ("Joint IOU Reply Comments").

23 A.20-07-002, Exh. JCCAs-1-C at 23:19-20 and 27:4-28:7.

24 *Id.* at 24:1-7.

rates).[25] In SCE's service territory, SCE began the year 2020 with a PABA balance of $537 million, which rose to $637 million by May, rose again to $769 million at the end of July 2020, and fell to approximately $500 million in December due to the August heat wave.[26]

Factors driving the initial PABA increases included decreased customer revenues from the COVID epidemic, a drop in the market value of non-RPS energy, and RPS energy, and, to a lesser extent, lower RA value and an increase in portfolio costs.[27] Later-year PABA changes were tied to the brown power prices that spiked during the late-summer heatwaves. This year, the key factor driving PCIA rates in PG&E's service territory, for example, appears to be brown power rates, although the utility has refused to provide the same data needed to confirm this analysis that it provided last year (as discussed *supra*).[28] Prudent LSEs will keep tabs on these components, and especially brown power prices, in order to plan *in the short term* for *uncapped* PCIA changes that will occur on January 1. The problem is there is no way for non-utility LSEs to plan for the medium or long-term.

CalCCA's proposal will provide such information year-round. Understanding PABA drivers year-round allows CCAs to know which elements of the market are affecting PABA balances every month of the year. Volumetric data (*i.e.,* kWh, MWh and MW) underlying collected IOU customer revenues, generation revenues, and RPS energy and RA capacity sales

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[25] *See* A.20-07-002, Exh. PGE-6-C at Table 14 (PG&E's November Update (filed in November 2020 for 2021 rates) included a PABA balance of $461.7 million (with RF&U, but before transferring the year-end ERRA over). That is the year-end PABA balance that went into 2021 PCIA rates.).

[26] A.20-07-004, Exh. CCA-01 at 14:1 to 16:2; *see* SCE Advice Letter 4375-E (Dec. 21, 2020) (Table 5 of Appendix A in SCE's November Update included a PABA balance of $493.9 million (with FF&U, but before transferring year end ERRA). However, in Advice Letter 4375-E, SCE updated its year-end balances, with a final PABA balance for 2021 PCIA rates of $506.2 million).

[27] *See, e.g.,* A.20-07-002, Exh. JCCAs-1-C at 27:4-30:2.

[28] However, as discussed above, PG&E refused to give the CCAs access to the data necessary to perform this type of analysis, and the Commission has not ruled on the CCAs' Motion to Compel. Motion to Compel at 1-3.

illuminate not only which way the PABA balance is moving but most importantly why it is moving in that direction. However, nearly all of this data is *solely in the IOUs' possession*. Given both the variability and importance of this final balance, it is essential that the IOUs routinely provide clear and consistent data regarding the PABA balance and its drivers.

The suggestion in the IOUs' reply comments in January that parties can "get an indication of the [PABA] balance" from the public version of these Monthly Reports is shallow.[29] As can be seen in the excerpt from the public version of SCE's November 2020 monthly report below, the publicly available reports generally contain two lines of data: total revenue and total costs.

Southern California Edison Company
Portfolio Allocation Balancing Account (PABA)
November 2020
Recorded ($000)

DESCRIPTION	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Balance	538,526	522,393	558,315	599,910	671,408	673,118	744,027	769,114	673,318	685,573	606,527	-	538,526
Total Net Revenues	(67,016)	(40,506)	(57,453)	(64,156)	(146,148)	(168,389)	(246,678)	(192,655)	(167,168)	(168,058)	(70,374)	-	(1,388,601)
Total PABA Costs	72,759	81,591	98,295	134,892	147,310	239,496	244,790	96,320	179,354	88,947	48,582	-	781,384
Total PABA Activity	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	767	715	752	762	549	165	115	84	68	65	55	-	4,097
Total PABA Ending Balance	545,037	564,193	599,910	671,408	673,118	744,027	769,114	673,318	685,573	606,527	584,790	-	584,790

Those lines include no differentiation based on products or provide any indication of the volumes influencing those revenues and costs. One cannot discern if the PABA balance went up due to decreased retail sales, costs that were higher than expected, or CAISO revenues that were down compared to the forecast. These summary-level historical balances provide zero indication of the fundamentals causing the balances or the direction in which the balances might head in the future.

The IOUs argued in January that "CalCCA fails to identify the specific information that it believes CCAs must access in order to estimate future PCIA rates."[30] To be clear, the CCAs

[29] Joint IOU Reply Comments at 14.

[30] *Id.* at 7.

simply seek the *same data* the decisions from last year's ERRA Forecast cases now require the IOUs to provide to CCAs within those cases, as well as the ability to use the *same workpapers* provided in prior years' forecast cases underlying current PCIA rates. In sum, the CalCCA proposal requests:

- The *same* confidential versions of the Monthly Reports for each month of the year at the time such confidential versions are provided to the Commission;
- The *same* data and workpapers underlying those Monthly Reports, at the *same* level of granularity, and within the *same* schedule, that is now required to be provided as part of the ERRA forecast proceedings in each IOU service territory; and
- Continued access to the *same* workpapers underlying PCIA rates that the IOUs have provided within the prior years' ERRA Forecast proceedings as part of either the November Update or an advice letter implementing the final decision in the ERRA Forecast proceeding.

These data reveal trends in prior PCIA rates, the fundamentals underlying current PCIA rates, and the fundamentals driving the current PABA balance, giving the CCAs increased ability to compile medium and long-term forecasts to protect unbundled customers just as bundled customers are currently protected.

2. There is No Good Argument Against Transparency to Protect Customers.

The fact the CCAs seek the same data already provided to their Reviewing Representatives in other contexts also defeats the IOUs' argument that granting such access would "provide CCAs with valuable (and improper) insight into IOU contract pricing and other market-sensitive contract terms, the provision of which would be detrimental to bundled service customers."[31] The *same* Reviewing Representatives would have access to contract pricing and market-sensitive contract terms that already have access within the ERRA proceedings.

[31] *Id.* at 9-11.

Granting unbundled customers access to the *same* data via their Reviewing Representatives to which bundled customers' representatives already have access enables CCAs to provide the *same* protection from rate volatility as the IOUs can currently provide to their customers. The provision of data is not a zero-sum game, where supporting unbundled customers' ability to withstand rate changes somehow imperils bundled customers.

Rather than protecting bundled customers, the IOUs' true aim seems to be to hold onto data access as a competitive advantage. The IOUs' January comments include their oft-repeated argument that "[t]he Commission is not obligated to facilitate CCAs' business planning and decision-making activities."[32] This argument in this context implies the IOUs see withholding data as a winning strategy, where harming unbundled customers in the near term via exposure to volatile PCIA rates could result in those customers returning to bundled service in the long term. The Commission should not endorse such a strategy. Giving CCAs the same ability to plan for rate changes the IOUs enjoy will ensure a level playing field and allow *all* customers to enjoy the benefits of fair competition.

Lastly, the IOUs' January comments include a number of legal arguments citing to Public Utilities Code §454.5(g), D.06-06-066, and the Commission's rules of discovery, making too much of the fact the requested data would be provided outside of a Commission proceeding.[33] First, the goal of CalCCA's proposal is to work *within* the Commission's existing confidentiality framework as much as possible, rendering many of the extensive arguments from the IOUs moot. For example, SCE cites to a litany of decisions as establishing its requirement to submit the Monthly Report: D.02-12-074, D.03-12-062, D.04-12-048, D.07-04-020, D.18-10-019, and

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[32] *Id.* at 10.

[33] *Id.* at 9-11.

D.20-12-035. To the extent the IOUs desire docket-specific NDAs for access to the Monthly Report, the agreements can be tied to one or more of these cases since those proceedings establish an on-going compliance obligation.

More relevant, however, none of the legal precedent the IOUs cite stands for the proposition that the Commission is prevented from creating carve-outs to its existing confidentiality regime for special circumstances. Section 454.5(g) requires the Commission to adopt "appropriate procedures to ensure the confidentiality of any market sensitive information submitted in an electrical corporation's proposed procurement plan or resulting from or related to its approved procurement plan …."[34] No part of that statute, which was adopted prior to the Commission implementation of the current PCIA framework, prevents the Commission from establishing procedures for the provision of data outside of an open proceeding. No part of that statute prevents the Commission establishing "appropriate procedures" to address issues that implicate the public interest that have arisen after the statute was implemented.

In fact, providing access to the confidential data underlying the Monthly Reports follows part of the policy underlying the obligation to file the Monthly Reports in the first place: providing stakeholders with the data necessary to understand the trajectory of the IOUs' generation balances in order to predict large swings in rates. The obligation stems from the 2002 Commission decision establishing the ERRA trigger. As D.02-12-074 describes, PG&E had sought "authority to automatically transfer overcollection amounts" in order to bring any "undercollection in the ERRA to the 4 percent level."[35] PG&E also "proposed implementing

[34] Cal. Pub. Util. Code §454.5(g).

[35] D.02-12-074 at 60.

automatic rate changes requests when the Commission does not act in a timely manner upon an expedited trigger application."[36]

The Commission adopted the trigger proposal but required a report to be filed "to give the Commission the opportunity to anticipate when an expedited trigger application might be filed by any utility,"[37] recognizing that PG&E desired the trigger applications to be approved quickly so that rates could change quickly. That is, one part of the purpose of the reports is to keep the Commission and stakeholders informed of changes in the utilities' balancing accounts that could cause triggers—and the resulting large swing in rates—to occur. Here, the CCAs similarly seek data underlying the PABA balances to allow them to forecast large swings in PCIA rates.

Neither D.06-06-066 and its progeny, nor the Commission's rules prevent the Commission from creating carve-outs to its existing confidentiality framework to address new market circumstances that warrant them. The Commission certainly has done so before. In D.11-07-038 the Commission created an exception for the Energy Producers and Users Coalition to gain access to confidential materials as a non-market participant in rate cases but stated the organization would be a market participant for utility procurement proceedings.[38] In a December 2017 ruling in this proceeding, the Assigned Commissioner and ALJ approved a Phase 1 NDA that was negotiated by CCAs and IOUs consistent with the ALJ's directive.[39] While restrictive, that NDA eased the restrictions on Reviewing Representatives to allow a measure of greater

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36 D.02-12-074 at 60.

37 *Id*. at OP 19.

38 D.11-07-028 at 4.

39 R.17-06-026, *Assigned Commissioner and Assigned Administrative Law Judge Ruling Granting Relief Sought In December 8, 2017 Supplemental Joint Report On Data Issues*, p. 1 (Dec. 20, 2017).

flexibility than the Model Protective Order provides.[40] Namely, Section 2.H.2 permitted employees of market participants (including the IOUs) to gain access to confidential information subject to strict limitations on the role of that employee.[41]

As D.20-12-035 recognizes, "[g]ranting independent consultants access to confidential market sensitive information, under appropriate non-disclosure agreements, is a reasonable means of allowing market participants to review confidential versions of ERRA/PABA/PUBA reports."[42] There is no reasonable argument – legal, policy or otherwise – against transparency when sufficient protections are in place.

B. Access to Confidential ERRA Monthly Reports Should be Limited.

The ALJ Ruling asks:

b. Which types of stakeholders besides CCAs should have access to confidential ERRA Monthly Reports for the purpose of creating PCIA rate forecasts?

The IOUs' concerns about widespread dissemination of market-sensitive materials are valid, and access to the Monthly Reports should be limited. Only representatives of organizations representing customers that pay the PCIA should have access to this data and only to the extent those representatives are willing to sign an NDA.

C. A Year-Round NDA Can Provide the Same Protection as Docket-Specific NDAs.

The ALJ Ruling asks:

c. Can a Year-Round NDA reasonably prevent CCAs or other stakeholders from using ERRA Monthly Reports data for non-approved purposes?

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40 R.17-06-026, *Supplemental Joint Report on Results of Meet and Confer Regarding Data Issues*, Attachments A and B (Dec. 8, 2017).

41 *Id.* at Attachment B.

42 D.20-12-035 at COL 5.

CalCCA's proposal is to "require the IOUs *work with parties* to this proceeding to develop NDAs that are non-docket specific, *i.e.*, NDAs that would apply to year-round provision of confidential data."[43] Those NDAs would include the *same* protections that currently exist in the model NDA approved in D.08-04-023:

- IOUs' ability to challenge a Reviewing Representative and refuse to disclose data to particular individuals the IOUs do not believe qualify as Reviewing Representatives;

- Limitations on the use of the data, modified in a manner such as the following: "Reviewing Representatives shall use Protected Materials solely for the purpose of participating in this proceeding and more generally for use in PCIA forecasting, on behalf of Market Participants and Non-Market Participants, provided that any confidential data remains protected from disclosure within the forecasting model and subject to the ongoing conditions of the NDA.";

- Proper marking of documents, *e.g.*, designation of "protected materials" and redaction of confidential data where appropriate;

- Limitations on the ability to make copies of protected materials;

- Liability for unauthorized disclosure; and

- Notice provisions regarding requests to disclose protected materials.

Moreover, to avoid perpetual obligations to provide data to certain individuals, the NDAs themselves could be annual in their effect. That is, Reviewing Representatives could be required to execute a new NDA each year in order to gain or continue to have access to protected materials. This protocol would allow the IOUs to re-evaluate Reviewing Representatives on an annual basis, including the ability to require the Reviewing Representatives to destroy materials

[43] R.17-06-026, *California Community Choice Association's Comments on Assigned Commissioner's Amended Scoping Memo and Ruling*, p. 22 (Jan. 22, 2021) ("CalCCA Opening Comments").

once a person is no longer a Reviewing Representative. These and other details of the NDA language can be worked out via a meet-and-confer process and/or the Advice Letter process.

Lastly, it is important to note that current CCA RRs for the Joint CCAs understand, take seriously and act upon the fact that D.11-07-028 requires an ethics wall incorporating the following standards:

- When reviewing or discussing any market sensitive data, the Reviewing Representative and those working with them shall employ all reasonable steps to ensure a physical separation from firm personnel who are not authorized Reviewing Representatives;
- The Reviewing Representative shall be responsible for informing all firm personnel about the existence and terms of the Commission's confidentiality rules, and in particular the prohibition against sharing market sensitive information with Market Participants; and
- The Reviewing Representative shall take all reasonable steps necessary to ensure that market sensitive information and files, including electronic files, are not accessible to firm personnel who are not authorized Reviewing Representatives.

Personnel at NewGen Strategies and Solutions, LLC and Keyes & Fox LLP, for example, that are Reviewing Representatives have all been trained on the D.11-07-028 criteria, including the fact that when reviewing or discussing market sensitive data, reasonable measures should be taken to physically separate from non-CCA RRs. CCA RRs either work remotely or have access to enclosed offices and meeting rooms where sensitive information may be discussed. CCA RRs review the D.11-07-028 standards with their colleagues periodically, such as discussing a slide, similar to the one in Attachment A to these comments, in regularly-scheduled practice-wide conference calls. The CCA RRs have established secure electronic file storage locations with restricted access. Permission to access file storage locations must be affirmatively granted to current NDA signatories. These protocols would continue with regard to any data provided under the NDA contemplated in CalCCA's proposal.

These data and any PCIA modeling derived from them would not be shared outside of existing attorney-client and other contractual relationships with CCA clients. The model would not reveal any confidential information since doing so would be a breach of the NDA, exposing the CCA RRs to substantial liability. The CCA RRs also could share the model with Commission staff upon request to allow the Commission to verify confidential information is not being revealed.

D. Any Alternative Must Provide Equal Access to Data.

d. Is there an alternative to CalCCA's proposal that would enable CCAs to create PCIA forecasts year-round?

Reasonable alternatives may exist. However, no alternative should be adopted that prevents the CCAs from accessing the same data already supplied to Reviewing Representatives within ERRA Forecast proceedings: namely, detailed data underlying the Monthly Reports and workpapers relied on to forecast PCIA rates.

III. CONFIDENTIAL DATA CONSISTENCY

In comments on the December 2020 scoping memo, CalCCA proposed that the Commission require consistency across IOUs regarding what information is considered confidential.

a. Proponents of this proposal should provide a chart showing which datasets or categories of data should be public and which should be confidential. The chart should indicate the current public/confidential designation of each IOU. The chart should reference the confidentiality matrices adopted in D.06-06-066 (as amended), as applicable.

Tables 1 and 2 identify several datasets and categories of data that should be public but are treated inconsistently, and often remain confidential, in different IOUs' ERRA Forecast and Compliance cases. Tables 1 and 2 are drawn from the CCAs' experience participating in the IOUs' ERRA Forecast and Compliance cases. As such, the information provided may not be a comprehensive list of all data issues; rather, Tables 1 and 2 identify incorrect or inconsistent

application of the Commission's confidentiality standards pertaining to data requested and reviewed by the CCA RRs in past ERRA cases.

Table 1 primarily illustrates inconsistent treatment of aggregate data in the IOU ERRA proceedings. Each of these data categories should be made public according to the D.06-06-066 confidentiality matrix, but treatment varies among IOUs. Access to the data categories contained in Table 1 is necessary to interpret and understand the component parts underlying PCIA rates determined in the ERRA proceedings.

Table 1: Inconsistency in ERRA Forecast and Compliance Proceedings

ERRA Proceeding	Data Category	D.06-06-066 Matrix	PG&E	SCE	SDG&E
Forecast	PCIA Portfolio Cost by Vintage	Section II.B.8	Public	Public	Confidential
Forecast	GRC Revenue Requirement by Vintage	Section III.A	Public	Public	Confidential
Forecast	Total PCIA/PABA Revenue Requirement by Vintage	Section III.A & III.B	Public	Public	Confidential
Forecast	Total PCIA/PABA Revenue Requirement by Customer Class and by Vintage	Section III.A & III.B	Public	Public	Confidential
Forecast	Sales Volume by Customer Class and by Vintage (i.e. PCIA rate billing determinants by vintage)	Section V.G	Public	Public (Note 2)	Confidential
Forecast	Renewable Resource Contract Details (cost, energy, capacity, etc.)	Section IV.I	Public	Confidential	Confidential
Forecast	Aggregated Annual Capacity and Energy Data from All Resources (Gross output)	Section IV.E & IV.F	Confidential	Confidential	Public

ERRA Proceeding	Data Category	D.06-06-066 Matrix	PG&E	SCE	SDG&E
Forecast and Compliance (Note 1)	Individual Resource Attribute Identification (See Table 2 for additional detail)	Section VII.B	Public	Confidential	Public

Note 1: PG&E and SDG&E ERRA Forecast workpapers provide some resource identifiers on a non-confidential basis, but not all resource information is provided. SCE generally keeps individual resource information confidential but may disclose publicly in part.

Note 2: SCE makes public the sales volume by customer class and by vintage, except for the latest vintage which, if public, would allow a user to derive bundled customer sales volume. PG&E publicly discloses sales volume by customer class for all vintages, including bundled customers.

Part of the CCAs' review of annual PCIA rate changes has been to confirm that individual IOU resources are correctly assigned to the various Commission-approved cost recovery mechanisms (*e.g.*, PCIA, CAM, CTC, etc.). Descriptive attributes unique to individual resources – such as the resource identifiers, counterparty, contract dates, etc. – are generally considered to be publicly available. Table 2 identifies resource attributes that CCAs have requested or reviewed in the ERRA proceedings for each IOU. Here again, the CCAs have found incorrect and inconsistent application of the confidentiality protocols in D.06-06-066 (and in some cases have requested data not specifically addressed by the D.06-06-066 matrices). In some cases, the treatment of resource specific information has been inconsistent within a filing.

Table 2: Individual Resource Attribute Identification

Data	D.06-06-066 Matrix	PG&E	SCE	SDG&E
Resource name	Section VII.B	Public	Confidential	Public
Resource ID (CAISO)	NA	Public	Confidential	Public

Data	D.06-06-066 Matrix	PG&E	SCE	SDG&E
Internal Resource Identifier	NA	Public	Confidential	Public
Resource Technology	NA	Public	Confidential	Public
Location	Section VII.B	Public	Not Provided	Public
Contract Type	Section VII.B	Public	Confidential	Public
Counterparty	Section VII.B	Public	Not Provided	Public
Contract Execution Date	Section VII.B	Public	Confidential	Public
Commercial Operation Date	Section VII.B	Public	Not Provided	Public
Contract Expiration Date	Section VII.B	Public	Confidential	Public
Nameplate Capacity	Section VII.B	Public	Confidential	Public
CPUC Authorization	NA	Public	Not Provided	Public
Cost Recovery Mechanism	NA	Public	Confidential	Public
PCIA Vintage	NA	Public	Confidential	Public
RPS Eligibility	NA	Public	Confidential	Public
RA Type	NA	Confidential	Confidential	Public
Net Qualifying Capacity	NA	Confidential	Confidential	Public
Historical MWh	Section X.G, X.H, X.I	Public	Confidential	Public

Notes:

1. Section VII of the D.06-06-066 IOU matrix addresses bilateral contracts, and information for utility retained generation should be treated in a similar manner

2. SCE treats resource attributes as confidential in its ERRA Forecast cases, and is inconsistent in its treatment in ERRA Compliance cases (sometimes confidential, sometimes public)

The increases in transparency discussed throughout these comments will support more efficient implementation of PCIA issues within ERRA proceedings. In addition, the Commission can ease parties' review of the proceedings, and reduce the need for discovery and other administrative burdens, by requiring the utilities to make consistent their designation of data sets as either confidential or public.

A particularly egregious example of this inconsistency is that SDG&E considers its total portfolio costs to be confidential, whereas PG&E and SCE reasonably provide this data as public. Additional examples of inconsistent confidentiality designations include:

- PG&E and SCE make public vintaged UOG General Rate Case (GRC) costs, procurement costs, and total vintage costs (i.e. the sum of UOG GRC costs + procurement costs). SDG&E provides neither procurement costs nor total costs; they provide only total UOG GRC costs.
- PG&E and SCE make public the total system sales, and sales within each vintage, used to derive the PCIA rates, with sales volumes shown as annual kWh by class; SDG&E does not.
- PG&E and SDG&E make the list of PCIA-eligible generation resources by vintage available publicly; SCE does not.

CalCCA recommends that the Commission direct consistency among IOUs on these issues with a goal of maximizing the extent of publicly available information to ensure ratemaking is as transparent as possible.

IV. YEAR-END BALANCES AND CREDITING CUSTOMERS

The ALJ Ruling states:

> *In comments on the December 2020 scoping memo, the Joint IOUs proposed that the Commission direct the IOUs to transfer ERRA and PUBA/CAPBA year-end balances to the corresponding subaccount of PABA, consistent with ratemaking in SCE's 2020 and 2021 ERRA forecast proceedings, for every year moving forward.*

a. Please comment on this proposal from an operational, legal and/or public policy perspective.

As noted in CalCCA's January comments, a common methodology has emerged to some degree via recent ERRA and PUBA/CAPBA trigger proceedings to transfer ERRA and PUBA/CAPBA year-end balances to the corresponding subaccount of PABA. That common approach is the one referenced in the ALJ Ruling, *i.e.*, to return the end-of-year balance going forward via the most recent vintage.[44] Because customer vintages are determined on a July to June schedule, the proposal to transfer year-end ERRA balances to the most recent vintage on a going-forward basis would ensure customers departing on or after July 1 are credited (or charged) for the ERRA balance accruing during the year of their departure.[45] Customers that depart in the first half of a year in which an overcollection accrues, however, are unlikely to receive any credit for refunds they are owed (with the inverse being true in the case of an undercollection). The Commission adopted this approach for the ERRA trigger undercollections in SCE's service territory (A.18-11-009),[46] and with regard to CAPBA financing in SDG&E's service territory

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[44] A.20-07-002, Exh. PG&E-1 at 19-7:6-15 and 19-4:22-25. PG&E also proposed to credit a proportional share of the 2019 ERRA end-of-year balance to 2019 vintage departing load customers through a one-time PCIA rate adjustment for that vintage. A.20-07-002, *Application of Pacific Gas and Electric Company for Adoption of Electric Revenue Requirements and Rates Associated with its 2021 Energy Resource Recovery Account (ERRA) and Generation Non-Bypassable Charges Forecast and Greenhouse Gas Forecast Revenue Return and Reconciliation*, pp. 5, 12-13, 18, 21 (July 1, 2020).

[45] A.20-07-002, Exh. JCCAs-1 at 37:20 to 38:3.

[46] *See* D.19-01-045 at OP 2 (stating "Southern California Edison Company shall collect the Energy Resource Recovery Account undercollection through a pro-rata apportionment of the costs to 2018 SCE bundled service customers, including 2018 and 2019 vintage departing load customers, utilizing bundled service allocation factors established in D.18-11-027, and using the Power Charge Indifference Adjustment as the rate recovery vehicle for the undercollection amount.").

(A.20-07-009).[47] It also adopted a similar but inconsistent approach in D.20-12-038 for PG&E, as discussed below.

CalCCA continues to support the Joint IOUs' proposal, which most closely aligns cost responsibility with cost causation given the challenges that come from the mismatch between resource vintaging and customer vintaging,[48] but it must be applied uniformly. Transferring the amount due customers who were bundled customers at the time the cost was incurred to the recent PABA vintage(s) ensures that all customers – bundled or recently departed – receive credit for their share of an ERRA overcollection or PUBA/CAPBA balance they helped finance. This approach aligns with long-standing ratemaking principles, is simple to implement, and will produce a uniform approach for balancing account under collections across all utilities.

However, within D.20-12-038, the Commission applied the methodology inconsistently, and that short-coming should be repaired here. Over the Joint CCAs' objections, D.20-12-038 returned PG&E's PCIA Financing Subaccount (PFS) to bundled customers via the ERRA rather than the PABA.[49] As a result, some of the funds owed to currently bundled customers who depart PG&E service during the amortization period will never receive them. Because returning an ERRA overcollection to bundled customers has the same effect as reimbursing bundled customers for having financed the PUBA,[50] the Joint CCAs argued it should have been paid back in the same manner prescribed by D.20-02-047 for an ERRA overcollection, *i.e.*, "reflected in the PCIA rate" to ensure any overcollection credit benefits "all customers who paid into the

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47 D.20-12-028 at OP 4 (ordering "a one-time transfer of the CAPBA overcollection due to bundled customers into the 2020 vintage of its Portfolio Allocation Balancing Account").

48 *See* CalCCA Opening Comments at 16-17 (describing how customer vintages are set with a mid-year cutoff, while PCIA and ERRA rates are (generally) set on a calendar year basis).

49 D.20-12-038 at 21-22.

50 A.20-07-002, Exh. JCCAs-1 at 41:11-13.

overcollection."[51] This approach would have comported with the approach already codified in SCE's PABA implementing advice letter, which returns the PUBA balance via the PABA, ensuring customers that are owed a refund would receive one.[52]

The PG&E decision did not, and could not, explain why those purported differences warrant such an inequitable outcome. The decision states only that "Southern California Edison structured its financing subaccount differently than PG&E, and therefore it is reasonable for PG&E to have a different approach to returning balances to bundled customers."[53] That is, the decision promoted PG&E's preferred accounting treatment over providing full refunds to ratepayers that paid into a balance they were owed. However, the Commission did state it "may consider structural changes to the [PFS] when we address PCIA framework issues in the appropriate proceeding."[54] The Commission should require such revisions now, and PFS charges and credits should be effectuated via PABA.

More broadly, recent decisions establishing three-year amortization periods for the PUBA balances for PG&E and SCE and the CAPBA for SDG&E did not address customer crediting for years other than 2021.[55] Thus, the crediting methodology adopted here also should be applied to the 2022 and 2023 portions of the three-year amortization period.

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[51] D.20-02-047 at 11.

[52] SCE AL 4084-E and SCE Preliminary Statement Section Q.3.b (stating "The year-end balance in this subaccount is returned, in its entirety with interest, through a transfer to the applicable vintage subaccount of the PABA.").

[53] D.20-12-038 at 21-22.

[54] *Id*.

[55] D.20-12-028 at OP 4 and at 22 (SDG&E) ("We recognize the importance of approving a consistent method for returning balances to customers but will not adopt PG&E's going-forward proposal at this time. We will consider a long-term solution when we address PCIA framework issues in the appropriate proceeding."); *id.* at 9 ("In this decision we do not rule on SDG&E's argument, made in its reply briefs, that the Commission should require departing customers leaving SDG&E in the middle of 2021 to forgo a refund, though we do approve a one-time transfer of the CAPBA overcollection due to

b. *Regardless of your response to the question above, please outline any process or tariff changes that would be required to implement this change.*

The IOUs' PABA preliminary statements should be modified as needed to reflect this approach consistently for all PABA and CAPBA/PUBA-related balancing accounts, including PG&E's PFS sub-account.

V. ERRA TRIGGER

The ALJ Ruling states:

> *The Joint IOUs recommended that the Commission adjust the ERRA trigger mechanisms to consider PABA balances, which may "cancel out" undercollections in ERRA and reduce the frequency of expedited ERRA trigger applications. CalCCA requested more details from the Joint IOUs in reply comments.*
>
> a. *SCE and PG&E have already included PABA balances in their ERRA Preliminary Statements without Commission approval. Should the Commission sanction or penalize SCE and PG&E for acting without Commission approval?*

SCE and PG&E should not be sanctioned or penalized.

b. *Please comment on this proposal from an operational, legal and/or public policy perspective.*

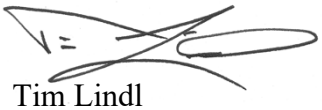
As noted in the ALJ Ruling, CalCCA tentatively supported this proposal in its January reply comments, pending further details from the IOUs. For example, the Joint IOU proposal requires an ongoing calculation of bundled customers' share of the PABA balance which will be used as an offset to the ERRA in the calculation of the ERRA trigger. If the Joint IOU recommendation is adopted, each IOU should be required to include in its Monthly Reports the details supporting the PABA attribution to bundled customers and the determination of whether the combined ERRA and PABA balance reached or exceeded the ERRA trigger in that month.

bundled customers into the 2020 vintage of PABA."); *see* D.20-12-035 at OP 6 (SCE); *see also* D.20-12-038 at 18, OP 1 (PG&E).

VI. CONCLUSION

CalCCA respectfully requests the Commission adopt its proposal to ensure consistent and transparent access to the data necessary to protect unbundled customers from rate shock, and to require consistent treatment of confidential data within the ERRA Forecast and Compliance proceedings. Further, CalCCA urges the Commission to adopt the other proposals discussed in the ALJ Ruling, commensurate with the recommended modifications herein.

Respectfully submitted,



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On behalf of
California Community Choice Association

October 1, 2021

ATTACHMENT A

Confidential Protocols for CCA Projects Slide

CONFIDENTIAL PROTOCOLS FOR CCA PROJECTS

- Our role as Reviewing Representative for California Community Choice Aggregators (CCAs) involved in Power Charge Indifference Adjustment (PCIA) matters require specific NDA conditions.
- Individuals directly involved in providing PCIA support are required to properly safeguard the confidential information and establish an ethics wall. Separation includes the following safeguards:
  - When reviewing or discussing any market sensitive data, the Reviewing Representative and those working with him/her shall employ all reasonable steps to ensure a physical separation from firm personnel who are not authorized Reviewing Representatives;
  - The Reviewing Representative shall be responsible for informing all firm personnel about the existence and terms of the Commission's confidentiality rules, and in particular the prohibition against sharing market sensitive information with Market Participants; and
  - The Reviewing Representative shall take all reasonable steps necessary to ensure that market sensitive information and files, including electronic files, are not accessible to firm personnel who are not authorized Reviewing Representatives.
- Confidential project files are stored in a restricted network location only accessible to those who signed the NDA (Dickman, Reger, Bernt, Johnson, Schuepbach, and Accardo).