

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



December 3, 2015

Advice Letter 4637-E and 4637-E-A

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

**Subject: Green Tariff Shared Renewables Program Joint Procurement
Implementation AL of SCE Company, PG&E Company, and
SDG&E Company and Supplemental Filing**

Dear Mr. Jacobson:

Advice Letter 4637-E and 4637-E-A are effective November 20, 2015 per Resolution E-4734.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division

October 21, 2015

ADVICE 3218-E-A
(Southern California Edison Company U 338-E)

ADVICE 4637-E-A
(Pacific Gas and Electric Company U 39-E)

ADVICE 2743-E-A
(San Diego Gas & Electric Company U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Supplement to the Green Tariff Shared Renewables Program
Joint Procurement Implementation Advice Letter of Southern
California Edison Company, Pacific Gas and Electric
Company, and San Diego Gas & Electric Company

PURPOSE

In compliance with California Public Utilities Commission (“Commission”) Resolution E-4734 (“Resolution”), Ordering Paragraph (“OP”) 2, Southern California Edison Company (“SCE”), Pacific Gas and Electric Company (“PG&E”), and San Diego Gas & Electric Company (SDG&E) (collectively, “Joint Investor-Owned Utilities” or “Joint IOUs”) submit this filing, which supplements, in part, the Green Tariff Shared Renewables Program (“GTSR”) Joint Procurement Implementation Advice Letter (“JPIAL”).

BACKGROUND

On January 29, 2015, the Commission issued Decision 15-01-051 (“Decision”) to implement the GTSR Program pursuant to Senate Bill (“SB”) 43 (Wolk, 2013).¹ The Decision ordered the IOUs to file three Tier 3 implementation Advice Letters – an IOU-specific Customer-Side Implementation Advice Letter (“CSIAL”), an IOU-specific Marketing Implementation Advice Letter (“MIAL”), and the Joint IOU JPIAL (collectively, “Implementation Advice Letters”) - within 100 days of the Decision’s issuance. On May

¹ SB 43 was codified in California Public Utilities Code Section 2831 *et seq.*

13, 2015, the Joint IOUs filed the JPIAL and each IOU filed an IOU-specific CSIAL and MIAL in accordance with the Decision. The Commission held a public workshop on June 29, 2015 to discuss the Implementation Advice Letters and issued a draft resolution on September 2, 2015 ("Draft Resolution"). Parties commented on the Draft Resolution by the September 21, 2015 comment deadline.

On October 1, 2015, the Commission adopted Resolution E-4734, which approved each IOU-specific MIAL and approved, with modifications, the JPIAL and each IOU-specific CSIAL. OP 2 of the Resolution requires the Joint IOUs to file modifications to the JPIAL and each of the IOU-specific CSIALs, as outlined in the Resolution, within 20 days of the Resolution's adoption.

MODIFICATIONS TO JPIAL AND ATTACHMENTS

In accordance with OP 2 of the Resolution, the Joint IOUs modified, in part, the JPIAL and its attachments. Modifications include the following:

A. Modifications to JPIAL (Narrative):

- Section V.B.1 (Page 10) – Description of "Price Once As-Available Peaking Product Type is Fully Subscribed in the Renewable Market Adjusting Tariff ("ReMAT")" modified in accordance with OP 12 of the Resolution.²
- Section V.B.1 (Page 12) – Description of "Community Location, Community Interest, and Customer Subscription Requirements" modified in accordance with OP 16 of the Resolution.³
- Section V.B.1 (Page 13) – "Initiating ECR Procurement" slightly modified to allow Enhanced Community Renewables ("ECR") developers to approach customers after marketing pre-review has been complete, but before the customer-facing program launches, if permitted by the IOU.⁴
- Section V.B.2 (Page 15) – Footnote added to indicate that the Resolution at Footnote 49 invites the IOUs to request a different unsubscribed energy price during Phase IV of the proceeding.

² The modification includes reference to the specific section of the standard ReMAT Tariff that addresses price adjustments (Schedule Re-MAT at Section H.2).

³ Pursuant to the Resolution, the Joint IOUs will no longer confirm that subscriptions meet a minimum threshold as a condition of commercial operation. The Joint IOUs maintained the requirement for developers to *verify* customer subscription information as a condition of commercial operation, however, in order to implement the program and ensure accurate subscriber information for settlement purposes.

⁴ This modification is not related to a directive in the Resolution, but rather aims to correct a minor oversight in the JPIAL. PG&E would like to permit ECR developers to approach customers as soon as the ECR developer's marketing materials are approved. The Joint IOUs believe that this minor modification aligns with the intent of the Commission to launch the ECR Program as soon as practicable.

- Section V.B.2 (Page 15) – Clarifying footnote added to “Provisions Required in Customer-Developer Agreement (CDA)” in accordance with OP 10 of the Resolution.
- Section V.B.2 (Page 17) – “Event of Default” section deleted in accordance with OP 16 of the Resolution.
- Section V.B.2 (Page 18) – Description of “Portable Subscriptions” modified in accordance with OP 14 of the Resolution.

B. Modifications to JPIAL Attachment A – Sample Enhanced Community Renewables (“ECR”) Project Development Tariff:⁵

- Section B – Effective date updated to November 20, 2015, which is the requested effective date of this supplemental filing.
- Section D.13 and Section N.4 – Modifications made to “Community Location” requirements in accordance with OPs 14 and 16 of the Resolution.
- Section D.19 and Section E.1(c)(vi)– New sections added regarding the Community Choice Aggregation (“CCA”) Code of Conduct attestation in accordance with OP 13 of the Resolution.
- Section F.1 and F.2 – ECR Program Participation Request (“PPR”) Submission Dates and program periods updated with IOU-specific dates.
- Section G.2 – Effective date for IOUs to publish ECR program period allocations updated to November 30, 2015, in order to match the 60-day deadline for IOUs to post developer marketing material on their websites in accordance with OP 11 of the Resolution.
- Section H.2, Section I.1, Section I.4, and Section N.10 – ECR contract price information modified for program periods following a fully-subscribed As-Available Peaking Product Type in the ReMAT program, in accordance with OP 12 of the Resolution.
- Section J.14 – Clarification that the IOUs will not request access to the CDA pricing component, in accordance with OP 10 of the Resolution.
- Section L.4 – Deleted requirement related to IOU verification of ECR subscriptions as a condition of commercial operation, in accordance with OP 16 of the Resolution.

C. Modifications to JPIAL Attachment C – Sample ECR Rider⁶

- Section 3.5.15 related to customer subscription requirements as a condition of commercial operation deleted in accordance with OP 16 of the Resolution.

⁵ Non-substantive changes to correct typos or delete placeholders are not indicated here. A “Matrix of Updates to the ECR Developer Tariff” is included as Attachment G and indicates changes made to the ECR Developer Tariff pursuant to the Resolution.

⁶ Non-substantive changes to correct typos or delete placeholders are not indicated here.

- Section 3.7.1 and Section 21.1.12 modified to permit subscriptions from anywhere within the ECR project's respective IOU service territory following the execution date of the power purchase agreement ("PPA"), in accordance with OP 14 of the Resolution.
- Section 5.3.18 modified to require Seller to provide IOU with an attestation related to the CCA Code of Conduct in accordance with OP 13 of the Resolution.
- Section 14.2.2.14 related to event of default if minimum subscription requirements not met was deleted in accordance with OP 16 of the Resolution.

LIST OF ATTACHMENTS

Attachment A:	Updated JPIAL Narrative (as supplemented herein)
Attachment B:	Comparison Between Supplemental JPIAL and Original JPIAL
Attachment C:	Supplemental Sample ECR Developer Tariff
Attachment D:	Comparison Between Supplemental Sample ECR Developer Tariff and Original ECR Developer Tariff
Attachment E:	Supplemental Sample ECR Rider
Attachment F:	Comparison Between Supplemental Sample ECR Rider and Original Sample ECR Rider
Attachment G:	Matrix of Updates to ECR Developer Tariff Pursuant to Resolution

TIER DESIGNATION

Pursuant to direction from Energy Division staff, this advice letter is submitted with a Tier 2 designation.

EFFECTIVE DATE

This advice filing will become effective on November 20, 2015, the 30th calendar day after the date filed.

PROTESTS

The Joint IOUs ask that the Commission, pursuant to GO 96-B, General Rule 7.5.1, maintain the original protest and comment period designated in Advice 3218-E and not

reopen the protest period as the updates in this advice letter reflect the direction of the Commission in Resolution E-4734.

NOTICE

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B and A.12-01-008 et al. service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>.

For questions, please contact Katie Sloan at (626) 302-6842 or by electronic mail at Katie.Sloan@sce.com.

Southern California Edison Company

/s/ Russell G. Worden
Russell G. Worden

RGW:rl/ks:jm
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

☒ ELC ☐ GAS
☐ PLC ☐ HEAT ☐ WATER

Contact Person: Darrah Morgan

Phone #: (626) 302-2086

E-mail: Darrah.Morgan@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 3218-E-A

Tier Designation: 2

Subject of AL: Supplement to the Green Tariff Shared Renewables Program Joint Procurement Implementation Advice Letter of Southern California Edison Company, Pacific Gas and Electric Company, and San Diego Gas & Electric Company

Keywords (choose from CPUC listing): Compliance, Procurement

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Resolution E-4734

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution Required? ☐ Yes ☒ No

Requested effective date: 11/20/15

No. of tariff sheets: -0-

Estimated system annual revenue effect: (%): _____

Estimated system average rate effect (%): _____

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: _____

¹ Discuss in AL if more space is needed.

All other correspondence regarding this AL, unless otherwise authorized by the Commission, shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

Megan Caulson
Regulatory Tariff Manager
San Diego Gas & Electric Company
9305 Lightwave Ave, SD1190
San Diego, CA 92123
Facsimile: (858) 654-1879
E-mail: MCaulson@semprautilities.com

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Attachment A

Updated JPIAL Narrative
(as supplemental herein)

CLEAN

May 13, 2015

ADVICE 3218-E
(Southern California Edison Company U 338-E)

ADVICE 4637-E
(Pacific Gas and Electric Company U 39-E)

ADVICE 2743-E
(San Diego Gas & Electric Company U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Green Tariff Shared Renewables Program Joint Procurement
Implementation Advice Letter of Southern California Edison
Company, Pacific Gas and Electric Company, and San Diego
Gas & Electric Company

I. PURPOSE

In accordance with Ordering Paragraph (OP) 2 of Decision (D.) 15-01-051, Southern California Edison Company (SCE), Pacific Gas and Electric Company (PG&E), and San Diego Gas & Electric Company (SDG&E) (collectively, the IOUs) submit this Joint Procurement Implementation Advice Letter (JPIAL) for the Green Tariff Shared Renewables (GTSR) Program.

II. BACKGROUND

On September 28, 2013, Governor Brown signed Senate Bill (SB) 43 (Wolk) into law.¹ SB 43 enacted the GTSR Program, a 600 megawatt (MW) statewide program that allows participating utilities'² customers – including local governments, businesses, schools, homeowners, municipal customers, and renters – to meet up to 100 percent of

¹ SB 43 was codified in California Public Utilities Code Section 2831 *et seq.*

² Participating utility means “an electrical corporation with 100,000 or more customer accounts in California.” Cal. Pub. Util. Code § 2831.5(b)(2). The IOUs are all participating utilities.

their energy usage with generation from eligible renewable energy resources. As required by SB 43,³ all of the IOUs filed applications with the California Public Utilities Commission (Commission or CPUC) requesting approval of GTSR Programs consistent with the requirements and intent of the statute.

On January 29, 2015, the Commission adopted D.15-01-051 (also referred to as the Decision),⁴ implementing a GTSR Program framework and approving the IOUs' applications with modifications. Among other things, the Commission divided the GTSR Program's statewide limitation of 600 MW of customer participation among the IOUs. Specifically, the Commission allocated 272 MW of total GTSR Program capacity to PG&E, 59 MW to SDG&E, and 269 MW to SCE (each IOU's GTSR Program Cap).⁵

SB 43 provides that 100 MW of the statewide limitation for the GTSR Program shall be reserved for facilities that are no larger than 1 MW and that are located in areas previously identified by the California Environmental Protection Agency as "the most impacted and disadvantaged communities."⁶ To implement this statutory provision, the Commission established environmental justice (EJ) reservations for each IOU: 45 MW for PG&E, 10 MW for SDG&E, and 45 MW for SCE as part of each IOU's GTSR Program Cap.⁷

The GTSR Program structure approved by the Commission consists of two elements: (1) a green tariff option (Green Tariff or GT) allowing customers to purchase energy with a greater share of renewables, and (2) an enhanced community renewables option (ECR) allowing customers to subscribe to renewable energy from community-based projects.⁸ Under the Green Tariff program, IOU bundled service customers have the opportunity to source 50 to 100 percent⁹ of their energy needs from renewable projects procured on their behalf by the IOUs that are new, local, and incremental to the IOUs' Renewables Portfolio Standard (RPS) procurement. Under the ECR program, IOU bundled service customers have the opportunity to contract directly with the developer of an ECR project and subscribe to a portion of the project's output corresponding to all or a portion of the customer's energy needs. The customer will receive a bill credit from the IOU based on its subscription to the ECR project. Each IOU's total GTSR Program Cap and EJ reservations are inclusive of both the Green Tariff and ECR programs.¹⁰

³ See Cal. Pub. Util. Code § 2832(a).

⁴ The Decision was issued on February 2, 2015.

⁵ See D.15-01-051 at OP 7.

⁶ Cal. Pub. Util. Code § 2833(d)(1).

⁷ See D.15-01-051 at OP 7.

⁸ See *id.* at 3-4.

⁹ PG&E and SCE's Green Tariff programs include subscription options of 50 or 100 percent. SDG&E's Green Tariff program includes subscription options from 50 to 100 percent.

¹⁰ See D.15-01-051 at 4, OP 7.

The Decision did not specify individual program caps for the Green Tariff and ECR programs.

The Decision states that the GTSR procurement model “is built on four general principles.”¹¹ First, “GTSR requires ‘additionality,’ meaning that GTSR subscriber demand should result in commensurate incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program.”¹² Second, “proximity of generators to customers should be maximized to approximate the benefits of onsite generation.”¹³ Third, “procurement must result in ratepayer indifference to ensure that no costs are shifted from participating ratepayers to non-participating ratepayers.”¹⁴ Fourth, “the GTSR Program should maximize use of existing renewable procurement mechanisms” such as the Renewable Auction Mechanism (RAM) and Renewable Market Adjusting Tariff (ReMAT).¹⁵

The Decision provides that initial Green Tariff procurement must occur through RAM, including the RAM tool that can be used as part of the IOUs’ RPS solicitations, or ReMAT.¹⁶ Other procurement mechanisms may be considered by application, in Phase IV of the GTSR proceeding, and in future RPS Procurement Plans.¹⁷ The Decision also adopts ReMAT as the procurement mechanism for the ECR program.¹⁸ The GTSR Program sunsets on January 1, 2019.¹⁹ As such, the Decision directs the IOUs not to start any new procurement after January 31, 2018, unless the IOU’s GTSR Program has been extended.²⁰

SB 43 permits GTSR projects to be eligible renewable energy resources with a nameplate rated generating capacity of 20 MW or less.²¹ The Decision limits initial procurement to solar facilities sized between 0.5 MW and 20 MW for the Green Tariff program and solar facilities sized between 0.5 MW and 3 MW for the ECR program, but states that allowing other renewable resources and sub-0.5 MW projects may be considered in Phase IV of the GTSR proceeding.²² Additionally, each IOU’s GTSR procurement must be from projects located within its respective service territory, except

¹¹ *Id.* at 20.

¹² *Id.*

¹³ *Id.* at 20-21.

¹⁴ *Id.* at 21.

¹⁵ *Id.*

¹⁶ See *id.* at 21-24, Conclusion of Law (COL) 7.

¹⁷ See *id.* at 24, COL 8.

¹⁸ See *id.* at 61.

¹⁹ See Cal. Pub. Util. Code § 2834. The Decision provides that current customers can remain on the program on a month-to-month basis after January 1, 2019, and establishes a process whereby the IOUs can request to the extend the program beyond January 1, 2019 for new customers. See D.15-01-051 at OP 13.

²⁰ See D.15-01-051 at 33.

²¹ See Cal. Pub. Util. Code § 2833(b).

²² See D.15-01-051 at 36-37, 39, COL 17-18.

that GTSR projects may also be located in the Imperial Valley for SDG&E.²³ There are also specific community interest requirements for ECR projects, including a definition of “community” as customers within the same municipality or county, or within 10 miles of the customer’s service address.²⁴

III. OVERVIEW OF JPIAL

The Decision orders the IOUs to file several advice letters to implement the GTSR Program.²⁵ The IOUs have already filed advice letters setting forth their plans for advance procurement for the GTSR Program and identifying the eligible census tracts for EJ projects in their service territories,²⁶ as well as advice letters making the changes to their RAM 6 power purchase agreements (PPAs) and request for offers instructions needed to accommodate GTSR procurement.²⁷ In addition, each IOU will be filing a Customer-Side Implementation Advice Letter (CSIAL) and a Marketing Implementation Advice Letter (MIAL) concurrently with this JPIAL.

This JPIAL addresses the IOUs’ plans for ongoing GTSR Program procurement and RPS resource and renewable energy credit (REC) separation and tracking. In particular, pursuant to the Decision,²⁸ this JPIAL includes the following information:

- Ongoing Procurement
 - Green Tariff
 - ECR
 - New ECR Developer Tariff
 - ECR Rider to Standard ReMAT PPA
 - Methodology to Determine Additionality of GTSR Procurement
 - EJ Prioritization
- Mechanism and Reporting Protocols for Tracking RECs and REC Retirement
- Methodology for Tracking and Maintaining Separation Between Interim Green Tariff Pool and RPS Resources
- Template for Annual Report That Tracks Generation Transferred Between RPS and GTSR Programs
- Proposed Changes to RPS Program

IV. STAKEHOLDER INPUT

The IOUs conducted a JPIAL workshop webinar for the parties to the GTSR proceeding on April 20, 2015. The IOUs received input during the webinar and via email after the

²³ See *id.* at 35, COL 14-15.

²⁴ See *id.* at 67-68, COL 25-26.

²⁵ See *id.* at OP 2-4

²⁶ See PG&E Advice 4593-E (supplemented March 25, 2015); SDG&E Advice 3108-E (supplemented March 24, 2015); SCE Advice 3180-E (supplemented March 27, 2015).

²⁷ See PG&E Advice 4605-E; SDG&E Advice 2717-E; SCE Advice 3195-E.

²⁸ See D.15-01-051 at Attachment B.

webinar. Approximately 26 non-IOU participants, including representatives from the Commission's Energy Division, participated in the webinar and raised questions and comments related to the following:

- Locational requirements for ECR projects;
- ECR queue price when the ReMAT As-Available Peaking product type is fully subscribed;
- ECR prioritization;
- Using RAM for Green Tariff procurement;
- Interconnection requirements for RAM and ReMAT;
- Plans to accept subscribers from large agencies and Decision requirement for three separate subscribers;
- Customer protections;
- IOU requirements to maintain an ECR project list on GTSR websites;
- REC price; and
- Interim Green Tariff Pool resource prices compared to RPS resource prices.

The IOUs responded to questions during the webinar and, where appropriate, have included additional information related to these topics in this JPIAL.

V. ONGOING PROCUREMENT

This JPIAL discusses ongoing GTSR procurement. The Decision also requires the IOUs to begin procurement for the GTSR Program in advance of customer enrollment and sets targets for each IOU for such advance procurement.²⁹ As discussed above, the IOUs have already filed advice letters detailing their plans for advance GTSR Program procurement and proposing changes to their RAM 6 solicitations to procure GTSR resources in advance of customer enrollment.³⁰ Accordingly, the IOUs do not repeat their proposals for advance procurement here.³¹

A. GREEN TARIFF

The IOUs propose to conduct ongoing procurement for the Green Tariff program through the streamlined RAM procurement tool as authorized in D.14-11-042. RAM has

²⁹ See *id.* at 27, OP 8. The Decision establishes minimum advance procurement goals of 50 MW for PG&E, 10.5 MW for SDG&E, and 50 MW for SCE. See *id.*

³⁰ See footnotes 26 and 27.

³¹ The IOUs' advance procurement will focus on procurement for the Green Tariff program. Procurement for the Green Tariff program can begin in advance of customer enrollment and before approval of this JPIAL. As further discussed in Section V.B.1 below, procurement for the ECR program requires approval of this JPIAL, and final approval of the IOUs' ECR Developer Tariffs and ECR Riders to the ReMAT PPA, among other things. Additionally, unlike Green Tariff procurement, a demonstration of community interest is a pre-condition for the IOUs signing an ECR PPA. See D.15-01-051 at 67-68, COL 25-26.

been a successful procurement tool for the IOUs to meet their RPS targets and is currently in its sixth cycle.³² In D.14-11-042, the Commission recognized that the RAM tool could provide the IOUs with a streamlined mechanism to facilitate GTSR procurement.³³ Moreover, the Decision includes the RAM tool as a procurement mechanism for the Green Tariff program.³⁴ Indeed, the RAM tool is consistent with all of the GTSR procurement principles set forth in the Decision.³⁵ Additionality is ensured by requiring that projects be new, by setting Green Tariff procurement targets that are additional to any other RAM procurement targets, and by not counting any subscribed Green Tariff procurement towards the IOUs' RPS goals. The IOUs can easily establish locational requirements for Green Tariff projects by setting eligibility requirements in their annual RPS solicitations. Use of the RAM tool also supports non-participating customer indifference because RAM has been one of the most cost-effective tools for procuring renewable resources sized 20 MW or less. Lastly, RAM is an existing, Commission-approved procurement mechanism. With the changes to the RAM tool approved in D.14-11-042, which provide the IOUs with additional flexibility to cost-effectively meet their procurement needs, the RAM tool is well suited for Green Tariff procurement.

The IOUs also considered using ReMAT for ongoing Green Tariff procurement but ultimately decided that the RAM tool is a better procurement mechanism for a number of reasons. First, the RAM tool provides the IOUs with more flexibility to tailor their solicitations for Green Tariff procurement to their specific needs. The IOUs are required to match procurement to enrolled subscribers to the extent possible.³⁶ Accordingly, after procuring to meet their advance procurement goals, the IOUs' ongoing Green Tariff procurement will be based on the number of subscribers to the IOUs' respective Green Tariffs. During some time periods, the IOUs may have no ongoing procurement need to meet these subscriptions. At other times, satisfying Green Tariff subscriptions may require a significant amount of ongoing procurement. The RAM tool allows the IOUs to adjust to these differing needs by setting specific targets for Green Tariff procurement in each solicitation. In contrast, ReMAT is a feed-in tariff where the IOUs offer a set amount of capacity on a first-come, first-served basis for each bi-monthly program period (5 MW for PG&E and SCE and 3 MW for SDG&E for the As-Available Peaking product type). If the IOUs used ReMAT for Green Tariff procurement, they would sometimes be procuring more Green Tariff resources than are required to serve subscriptions. At other times, ReMAT procurement may be too slow to adequately satisfy Green Tariff procurement needs.

³² The Commission acknowledged the success of RAM in D.14-11-042, noting the high number of bids into RAM auctions, decreasing bid prices, and a maturing market for renewable resources sized 20 MW or less. See D.14-11-042 at 91-92.

³³ See *id.* at 92.

³⁴ See D.15-01-051 at 22-24.

³⁵ See *id.* at 20-21.

³⁶ See *id.* at 27.

Second, consistent with SB 43's requirement of non-participating customer indifference,³⁷ use of the RAM tool will minimize the costs of Green Tariff procurement for non-participating customers. In IOU RPS solicitations utilizing the RAM tool, proposed projects will bid a specific price and the IOUs will select the projects that provide the best value to their customers using the same valuation process used for the general RPS solicitations.³⁸ As the Commission recognized, this provides the IOUs "the ability to select among various resources that are best suited to match the identified need."³⁹ Pricing for ReMAT is based on a set starting price that can adjust in each bi-monthly program period due to program subscriptions. Projects cannot bid a specific price and the IOUs do not have the ability to evaluate aspects of a project to determine which projects provide the best value to customers.

Finally, using ReMAT for Green Tariff procurement would unfairly change program assumptions for existing ReMAT developers and unduly complicate the ReMAT program. Some of the challenges in incorporating Green Tariff procurement into ReMAT include determining price adjustments when certain projects are selected for a separate GTSR Program target, prioritization of Green Tariff versus ReMAT projects, additional terms required for Green Tariff PPAs versus ReMAT PPAs that might affect a developer's decision to accept the price for one program versus the other, and managing the eligibility criteria and queues for Green Tariff procurement when only a subset of projects in the ReMAT As-Available Peaking product type queue meet Green Tariff requirements.⁴⁰

The Decision states that "[g]oing forward, each IOU shall include details on its progress toward its share of the 600 MW total goal in its annual RPS Procurement filing," allowing "the Commission to approve RPS solicitations for GTSR and to direct the IOUs to rely on the latest Commission-approved procurement mechanisms."⁴¹ In accordance with the Decision, the IOUs will address their ongoing Green Tariff procurement needs and propose any Green Tariff procurement targets for their annual RPS solicitations using the RAM tool, in their RPS Procurement Plans. The IOUs will base ongoing procurement (i.e., procurement in excess of the initial advance procurement targets established in the Decision) for the Green Tariff program on actual customer demand. Incremental procurement based on demand helps ensure non-participating customer indifference and minimizes the risk of over- or under-procurement.

³⁷ See Cal. Pub. Util. Code §§ 2831(h), 2833(p).

³⁸ See D.14-11-042 at 98-99.

³⁹ *Id.* at 99.

⁴⁰ Although the eligibility criteria for ReMAT and the Green Tariff program are similar, only new projects are eligible for the Green Tariff program while existing projects are eligible for ReMAT. Moreover, the Green Tariff program has a minimum size limit of 0.5 MW while ReMAT has no minimum size requirement. Green Tariff projects also have to meet certain Green-e® Energy Program requirements that do not apply to ReMAT projects.

⁴¹ D.15-01-051 at 32.

PG&E plans to hold a solicitation for new Green Tariff projects upon the earlier of: (1) 30 MW of incremental customer enrollments, or (b) a calendar year, subject to de minimis incremental customer enrollments, in which case a solicitation would be deferred. SDG&E and SCE each plan to assess their respective Green Tariff procurement needs annually in each RPS Procurement Plan and set Green Tariff procurement targets for each solicitation, if any, based on incremental customer enrollments and the amount of dedicated Green Tariff procurement the respective IOU already has under contract.

B. ECR

1. New ECR Developer Tariff

The Decision requires the JPIAL to include “details or changes to the ReMAT program and standard contract necessary to procure GTSR Program projects.”⁴² Unless specifically included in the scope of Phase IV, the JPIAL “should also include proposals for prioritizing ECR projects.”⁴³

ReMAT is a feed-in tariff for eligible renewable energy resources sized 3 MW or less implemented pursuant to Public Utilities Code Section 399.20, D.12-05-035, D.13-01-041, and D.13-05-034. Each of the IOUs have an allocated share of the total statewide program cap of 750 MW.⁴⁴ The IOUs offer a set amount of this capacity to eligible ReMAT developers on a first-come, first-served basis in each bi-monthly program period (5 MW for PG&E and SCE and 3 MW for SDG&E for each of the three product types – As-Available Peaking, As-Available Non-Peaking, and Baseload). ReMAT took effect on July 24, 2013 and the first program period commenced on November 1, 2013.

The IOUs propose to incorporate the ECR program into ReMAT through a new ECR Developer Tariff. A sample of the ECR Developer Tariff is included as Attachment A. The IOUs are proposing to prioritize ECR projects by creating a separate queue and bi-monthly capacity allocation for ECR projects. Rather than having to queue behind ReMAT projects and compete for the same capacity allocation with ReMAT projects in the As-Available Peaking product type, ECR projects will have their own first-come, first-served queue and a separate capacity allocation for each bi-monthly program period. Separate queues will also help to maintain non-participating customer indifference, administrative efficiency of the ECR program, and avoid disruption of the ReMAT program.

The ECR Developer Tariff is based on the tariff for the ReMAT program. As provided in the Decision, the IOUs sought to minimize changes to the current ReMAT program.⁴⁵ A matrix comparing the ECR Developer Tariff provisions with those in the ReMAT tariff

⁴² *Id.* at 33.

⁴³ *Id.*

⁴⁴ PG&E’s ReMAT program cap is 218.8 MW, SDG&E’s is 48.8 MW, and SCE’s is 226 MW.

⁴⁵ See D.15-01-051 at 33.

and the rationale for each, including any changes, is attached hereto as Attachment B. Key elements of the ECR Developer Tariff are discussed below:

Separate Queue and Capacity Allocations: As explained above, there will be a separate first-come, first-served queue for ECR projects under the ECR Developer Tariff. There will also be separate capacity allocations for ECR projects for each bi-monthly program period. The capacity allocations in each program period for the ECR queue will match each IOU's respective capacity allocations for the ReMAT As-Available Peaking product type for each program period. PG&E and SCE will both have a 5 MW allocation for the ECR queue for each program period. SDG&E will have a 3 MW allocation for the ECR queue for each program period. The IOUs matched the capacity allocations for the ECR queue to the capacity allocations for the ReMAT program in order to keep the ECR program as consistent as possible with the ReMAT program, as required by the Decision.⁴⁶ The IOUs will monitor the performance of the ECR queue and, if necessary, propose changes to the program to improve performance.

Price: The price for projects from the ECR queue will be the same as the current ReMAT As-Available Peaking product type price. Projects that have a completed and accepted Program Participation Request (PPR) in the ECR queue will be able to choose whether to accept or reject the ReMAT As-Available Peaking product type price, using the same type of process that is used for accepting or rejecting the price in the ReMAT program. The Decision provides that "ECR PPAs will use the ReMAT or RAM price."⁴⁷ Given that ECR PPAs⁴⁸ will be based on the ReMAT PPA and procured through a ECR Developer Tariff that is very similar to the ReMAT tariff, it is appropriate to use the ReMAT price from the As-Available Peaking product type.

The ECR price is the same as the ReMAT As-Available Peaking product type price because ECR developers should be price takers that are indifferent to the price they receive in their ECR PPA with the IOU. The IOUs do not pay ECR developers for subscribed energy. Instead, ECR developers receive payments from customers. As the Decision acknowledges, "[t]he goal of the GTSR Program is to have fully subscribed ECR projects" and "a mechanism is necessary to ensure that developers are incentivized to maintain the full community subscription."⁴⁹ If the required subscription minimums are not met, ECR developers are paid for unsubscribed energy at the lesser of: (1) the ECR PPA price, or (2) the Default Load Aggregation Point (DLAP) price plus the market value for the REC.⁵⁰ To the extent that IOUs do pay the full ECR PPA

⁴⁶ See *id.*

⁴⁷ *Id.* at 62.

⁴⁸ As detailed in Section V.B.2 below, the IOUs' ECR PPAs include their standard ReMAT PPAs and an ECR Rider that acts as an amendment to the ReMAT PPAs.

⁴⁹ D.15-01-051 at 62.

⁵⁰ See *id.* at 63-64.

price for unsubscribed energy (e.g., because the project is above the required subscription minimum or within the five percent margin), the IOUs should not pay more than the price they are paying for ReMAT As-Available Peaking products. Otherwise, costs will be shifted to non-participating customers in violation of SB 43 and the avoided cost requirements under the Public Utility Regulatory Policies Act of 1978.

Price Once As-Available Peaking Product Type is Fully Subscribed in

ReMAT: Once the ReMAT As-Available Peaking product type is fully subscribed or is suspended for any reason (ReMAT End Date), the ECR queue will change based on participation and subscription levels in the ECR queue in accordance with Section H.2 of standard ReMAT rules.

Marketing Requirements: The Decision requires ECR developers to provide documentation that their marketing complies with the Decision's requirements as part of the bid packages.⁵¹ The Decision also requires IOUs to seek Green-e[®] (Green-e) Energy program certification for their GTSR Programs.⁵² Green-e is an independent consumer protection group whose certification includes specific marketing requirements that impact third-party developers participating in the ECR program. Marketing requirements are described in detail in each IOU's MIAL and more information can also be found in the Green-e Energy Code of Conduct and Customer Disclosure Requirements,⁵³ and the Green-e Energy Enhanced Community Renewables Developer Requirements.⁵⁴ As a general principle, marketing must be factually based and clear. For instance, developer marketing may not represent or imply that electrons from a specific facility are directly delivered to a customer, or overstate environmental benefits.

As such, the ECR Developer Tariff and ECR PPA require ECR developers to submit all marketing materials to the respective IOU before marketing to customers. The respective IOU will pre-review marketing materials to ensure compliance with the Decision and Green-e requirements.⁵⁵ The respective IOU's auditor will also review a sampling of these materials as part of the Green-e Energy verification process. As part of its Green-e Energy program certification, each IOU will make these marketing materials available to Green-e Energy staff upon request. The ECR PPA also includes provisions requiring the developer to

⁵¹ See D.15-01-051 at 139-140.

⁵² See *id.* at 90, OP 20.

⁵³ Available at: http://www.green-e.org/docs/energy/Appendix_B-National_Code_of_Conduct_Cust_Disclosure.doc.

⁵⁴ Available at: <http://www.green-e.org/docs/energy/ECR%20Developer%20requirements%204-16-15.pdf>.

⁵⁵ As the IOUs gain more experience with this program, it may be appropriate to implement a marketing review fee that would be assessed to potential ECR developers for the costs incurred by the IOUs to pre-review the developer's proposed marketing materials.

submit new or updated marketing materials to the IOUs for review while the project is under development or online. The respective IOU may later promote or require developers to use a checklist for marketing to ensure all Green-e requirements are met. Developers should also be aware that they will be required to provide ongoing disclosures to customers after they have enrolled.

Community Location, Community Interest, and Customer Subscription

Requirements: Pursuant to the Decision, ECR projects must meet certain community interest⁵⁶ and locational requirements⁵⁷ to be eligible for the ECR program. Customer subscribers to ECR projects must also meet certain subscription requirements.⁵⁸

To account for these new requirements, the ECR Developer Tariff requires ECR developers to sign an attestation as part of their PPR application that the ECR project has met the minimum community interest and locational requirements. Prior to ECR PPA execution, developers must provide a complete list of customer subscribers, including, but not limited to: name, address, and subscription amount (specific requirements will be located on each IOU's website). The IOUs will confirm that the customer subscriptions meet all requirements prior to executing an ECR PPA. Pursuant to the Decision, the IOUs will permit a municipality or third-party institutional customer to guarantee subscription levels for new projects via attestation at both the PPR and PPA stage. Developers will also be required to verify customer subscription information as a condition of COD.

ECR Project Eligibility Requirements: The ECR Developer Tariff also includes some changes to the ReMAT tariff to reflect ECR project eligibility requirements. For example, ECR projects must be new solar resources with a nameplate rated generating capacity between 0.5 MW and 3 MW-alternating current.⁵⁹ ECR

⁵⁶ See D.15-01-051 at 67-68 (directing IOUs to base their assessment of community interest on the following criteria: "(a) documentation that community members have committed to enroll in 30% of the project's capacity or documentation that community members have provided expressions of interest in the project sufficient to reach 51% subscription rate; and (b) a minimum of three separate subscribers to reflect the 'shared' aspect of the program."). A guarantee of subscription levels from a third-party institutional customer or municipality working to develop ECR projects in its community also satisfies the community interest requirements. See *id.* at 68.

⁵⁷ See *id.* at 67 (requiring that ECR projects be located in the same municipality or county as customers, or within ten miles of the customer's address).

⁵⁸ For instance, a customer's subscription cannot be less than the equivalent of an annual average of either: (1) 100 kilowatt-hours (kWh) per month, or (2) 25 percent of the customer's load (in kWh) per month pursuant to Green-e requirements. Customers may also not subscribe to more than 120 percent of their forecast annual load. See *id.* at 69.

⁵⁹ See *id.* at 20, 36-37, 39, Finding of Fact 8.

projects must also comply with the California Air Resources Board's Voluntary Renewable Electricity Program.⁶⁰

Residential Customer Reservation: The IOUs also added additional tariff provisions and denial rights to the ECR Developer Tariff to implement the Decision's reservation for residential customers.⁶¹ Specifically, the IOUs reserve the right not to offer an ECR PPA to an ECR project if the project would cause the IOU to no longer have its reservation for residential customer participation in the GTSR Program, but allow the project to remain in the ECR queue. In addition, to implement the Decision's requirement that at least one ECR project have a residential subscription of at least 50 percent,⁶² the IOUs reserve the right to execute an ECR PPA with an ECR project that has at least 50 percent residential subscription regardless of that project's place in the ECR queue, provided that the IOU has not yet meet this target and that, if multiple projects would allow the IOU to meet this target, the IOU will adhere to the ECR queue order for those projects. The IOUs also reserve the right to deny an ECR PPA to a project that would cause the IOU not to meet this target.

EJ Prioritization: The IOUs propose to prioritize EJ projects⁶³ in the ECR Developer Tariff by reserving the right to select EJ projects ahead of earlier-queued ECR projects that do not meet the EJ criteria, provided that the IOUs will adhere to ECR queue order for all EJ projects. The IOUs also reserve the right not to offer an ECR PPA to an ECR project if the project would cause the IOU to no longer have its reservation for EJ projects in the GTSR Program.

Initiating ECR Procurement: The IOUs plan to initiate ECR procurement following Commission approval of the IOU's individual ECR Developer Tariffs and ECR Riders,⁶⁴ Commission approval of a REC price to include in the ECR Rider, and each respective IOU's official customer-facing program launch (the timing of which is described in each IOU's CSIAL). Each IOU may review ECR developer marketing materials after the approval of the ECR Developer Tariff and ECR Rider but prior to program launch. However, ECR developers may need to wait until after the customer-facing program is launched to approach customers.

Ending ECR Procurement: The final ECR program period for each IOU will be the earlier of the November-December 2017 program period, or when the capacity remaining in the IOU's GTSR Program Cap reaches zero or a de

⁶⁰ See *id.* at 51; Cal. Pub. Util. Code § 2833(u).

⁶¹ See D.15-01-051 at 5, 68.

⁶² See *id.* at 68.

⁶³ See *id.* at 33.

⁶⁴ This JPIAL includes a sample ECR Developer Tariff and ECR Rider. Following Commission approval of this JPIAL, the IOUs will need to individually file Tier 1 advice letters with their final conformed ECR Developer Tariffs and ECR Riders.

minimum amount approaching zero.⁶⁵ This is consistent with the Decision's directive that the IOUs not start new solicitations after January 31, 2018, unless the IOU's GTSR Program has been re-authorized or extended.⁶⁶

2. ECR RIDER TO STANDARD REMAT PPA

The Decision requires the JPIAL to include "a proposed ECR Rider for the ReMAT contract containing the additional terms that the developer must comply with to be part of the ECR component."⁶⁷ A sample of the ECR Rider is included as Attachment C. Each IOU will file an IOU-specific version of the ECR Rider via Tier 1 advice letter upon approval of this JPIAL. The ECR Rider acts as an amendment to each IOU's standard ReMAT PPA and includes all modifications to the ReMAT PPA needed for ECR procurement. Together, each IOU's ReMAT PPA and ECR Rider are referred to as the ECR PPA. The IOUs have included a sample ECR Rider based on SCE's ReMAT PPA. The sample ECR Rider reflects a substantive difference in the billing section via brackets for each IOU. Non-substantive differences such as variations in section references have not been reflected. Key elements of the ECR Rider are discussed below:

Payments: An ECR developer's payment for the subscribed energy of the ECR project is assigned to subscribing customers.⁶⁸ Thus, the ECR developer only receives payment from the IOU for unsubscribed energy. The payment for unsubscribed energy varies depending on whether the project meets the minimum subscription requirements.⁶⁹ ECR projects with customer subscriptions above the minimum subscription requirements are paid the ECR PPA price as adjusted by the time-of-delivery (TOD) factors for unsubscribed energy. ECR projects with subscriptions below the minimum subscription requirements (taking into account the five percent margin) are paid for unsubscribed energy at the lesser of: (1) the ECR PPA price as adjusted by the TOD factors, or (2) the DLAP price plus the market value of the REC.⁷⁰

The IOUs have included the DLAP price for unsubscribed energy in the ECR PPA in accordance with the Decision. The IOUs note, however, that the DLAP

⁶⁵ Progress toward each IOU's GTSR Program Cap will be measured by: (1) the nameplate rated generating capacity of facilities procured to meet customer subscriptions served pursuant to the IOU's Green Tariff program, and (2) the nameplate rated generating capacity of all ECR projects procured under the IOU's ECR program.

⁶⁶ See D.15-01-051 at 33. The IOUs are to file a Tier 3 advice letter by December 31, 2017 proposing to extend their GTSR Programs beyond January 1, 2019 (for new customers) or terminating their GTSR Programs as of that date. See *id.* at OP 13.

⁶⁷ *Id.* at 61-62.

⁶⁸ See *id.* at 65.

⁶⁹ The minimum subscription requirements are 50 percent of the capacity in the first year, 75 percent of the capacity in the second year, 95 percent of the capacity in the third year, and 100 percent thereafter, with a five percent margin.

⁷⁰ See D.15-01-051 at 63-64.

price does not represent the actual value of the energy that the utility would be marketing at the project's energy delivery point. Rather, the DLAP price represents the integrated forward market price at which bids for demand within the service territory clear, and thus represents the per MWh cost to the IOU of serving load. Use of the DLAP price to settle unsubscribed energy could result in cost-shifts between non-participating and participating customers. Conversely, the IOUs would purchase and then sell unsubscribed energy into the California Independent System Operator (CAISO) market at the Locational Marginal Price (LMP) of the PNode associated with the project. The LMP at the PNode accounts for the system-wide marginal energy price along with marginal costs of the congestion and losses at the particular location of a PNode within the CAISO system. Instead of using the DLAP price, the IOUs recommend paying for unsubscribed energy at the project-specific LMP. The PNode LMP represents the actual value of the unsubscribed energy, which will promote project siting efficiencies and is more consistent with non-participating customer indifference.⁷¹

The market value of a REC will not be determined until Phase IV of the GTSR proceeding.⁷² Therefore, this term remains undefined in the ECR Rider.

Updated Representations, Warranties, and Indemnities: The ECR Rider includes additional representations and warranties related to requirements of the Decision. These cover customer subscription levels, Green-e requirements, marketing, contents of the customer-developer agreement, a prohibition against selling subscriptions exceeding 100 percent of project capacity, a requirement that all instructions and customer information provided to the IOU are accurate, a prohibition against having an existing PPA with an IOU or another party for the ECR project, and conditions precedent to COD, among other things. The ECR developer also indemnifies the IOU against customer claims relating to bill credits.

Provisions Required in Customer-Developer Agreement (CDA):⁷³ The IOUs are not parties to or beneficiaries of the CDA.⁷⁴ However, the Decision requires the ECR Rider to include "terms regarding customer protection and developer behavior."⁷⁵ As provided in the Decision, the ECR rider includes the following customer protections: program intent provisions, buyer beware provisions, customer complaint provisions, notification of status provisions, and provisions

⁷¹ Resolution E-4734 at Footnote 49 invites the IOUs to request a different unsubscribed energy price during Phase IV of the proceeding.

⁷² See *id.* at 64.

⁷³ The CDA is referred to as the Customer-Seller Agreement in the ECR Rider.

⁷⁴ The IOUs do not intend to ask for a copy of the CDA and, in no case, will require customers or developers to reveal the pricing component of a CDA.

⁷⁵ D.15-01-051 at 62.

providing customer payments to the developer are refundable until the ECR project is operational.⁷⁶

Green-e Certification: ECR developers must meet all Green-e Energy National Standard requirements, in addition to Green-e marketing requirements. These include, but not limited to the following:

- If required by the respective IOU, developer agrees to complete, sign and return the Green-e Energy Tracking Attestation for Electricity and RECs.⁷⁷
- If ECR project is located on-site with an electricity user (e.g., rooftop system), developer agrees to procure Green-e Energy Host Attestations from any host, as required. Upon project operation, developer agrees to notify all on-site electricity users that no renewable energy from the ECR project is used on-site.⁷⁸
- Developer agrees to provide resources that are eligible under the Green-e Energy National Standard to all enrollees and agrees to Green-e Energy requirements posted on Green-e website.⁷⁹
- Developers will not be able to represent that they are Green-e Energy certified, rather the IOU program will be Green-e Energy certified.
- Developer agrees to only offer options compliant with the Green-e minimum purchase requirements. When RECs are sold on a one-time basis to a residential customer, the minimum purchase quantity shall be 100 kWh. Electricity products sold as kilowatts (kW) of capacity from or shares of a facility must deliver a minimum of 100 kWh a month averaged over a calendar year, or, if such products are supplied by community renewables facilities, they may instead deliver a minimum of 25% of the customer's monthly electricity use averaged over a calendar year.
- Developer agrees to disclose to customers the kW or kWh they are signing up for and disclose the price to be paid by customer per unit (kW or kWh).
- Developer agrees that all marketing will be accurate and in compliance with the Federal Trade Commission (FTC) and the FTC Green Guides, as well as in compliance with Green-e Energy Code of Conduct and

⁷⁶ See *id.* at 62, 74.

⁷⁷ Attestations are available at: http://green-e.org/verif_docs.html. This is a recurring obligation as attestations expire every few years.

⁷⁸ Excess sale agreements are not permitted under the ECR PPA.

⁷⁹ See www.green-e.org.

associated rules for participation in the California Enhanced Community Renewables Program.

- Developer understands that any electricity from which RECs have been sold separately is null power and can no longer be sold or marketed as renewable.
- Developer agrees not to make any statements or representations implying that renewable energy from one of its facilities is being used or delivered to any party unless developer knows that REC ownership specifically supports these statements.
- Developer agrees to provide Green-e required disclosures prior to sign up and also to enrolled customers in a welcome packet to be delivered within 60 days of generator commercial operation.
- Developers agree to give samples of all customer disclosure documents and marketing materials for each project to the respective IOU upon request and also in comprehensive submissions due February 1st and August 1st.

AmLaw 100 Securities Opinion: The Decision states that “prior to the IOU’s acceptance of any project that contains a customer-developer contract, the developer must include a securities opinion from an AmLaw 100 law firm stating that the arrangement complies with securities law, and that the IOU and its ratepayers are not at risk for securities claims associated with the project.”⁸⁰ In accordance with the Decision, the IOUs are requiring ECR developers to provide an AmLaw 100 securities opinion prior to the execution of an ECR PPA.⁸¹ Because the precise language of a legal opinion will differ based on the law firm that prepares the opinion and the specific factual circumstances of the ECR developer’s business model, the IOUs do not believe it would be useful to require ECR developers to use a form legal opinion. However, the IOUs have included specific requirements for the AmLaw 100 securities opinion in the ECR Developer Tariff and ECR Rider.

Increased Time for Settlements: IOU payments to developers pursuant to the ECR PPA are based on customer subscriptions to an ECR project. The ECR PPA includes an extended settlement period, not to exceed 90 days, to allow IOUs to verify the customer subscriptions.

⁸⁰ See D.15-01-051 at 71.

⁸¹ This requirement is included in the ECR Developer Tariff.

Portable Subscriptions: Pursuant to the Decision, ECR subscriptions will be portable within an IOU's territory after a PPA is signed for a given ECR project.⁸² Further, once initial community interest is demonstrated and a PPA is signed for a given ECR project, subscribers for that project may come from anywhere in the IOU's territory.⁸³

Excess Sale Arrangements: Excess sale arrangements are not permitted under the ECR PPA. Under this arrangement, a renewable facility would serve the needs of a site host first and then sell remaining electrical output to the respective IOU, and in the case of the ECR program, to the ECR customer subscribers. Given that most site host electrical demand is not constant month-to-month and could vary widely under some circumstances (including using all of the electrical output of a facility), customer subscription levels could not be guaranteed. The IOUs removed this provision of the standard ReMAT PPA as a customer protection.

VI. METHODOLOGY TO DETERMINE ADDITIONALITY OF GTSR PROCUREMENT

The Decision requires the JPIAL to “detail a standardized methodology to determine additionality of GTSR procurement in relation to other Commission programs.”⁸⁴ The Decision defines “additionality” as “meaning that GTSR subscriber demand should result in commensurate incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program.”⁸⁵

For Green Tariff procurement through the RAM 6 solicitations or the RAM tool, additionality is satisfied in several ways. First, Green Tariff procurement must be from new projects. Second, the IOUs' procurement targets for the Green Tariff program are incremental to any existing RAM targets.⁸⁶ Third, subscribed Green Tariff procurement will not count towards the IOUs' RPS goals.⁸⁷

Likewise, ECR procurement must be from new projects. The IOUs have proposed an ECR Developer Tariff with an ECR queue and ECR capacity allocations that are separate from the ReMAT queue and capacity allocations. Therefore, ECR procurement does not count towards the ReMAT capacity allocations or program cap.

⁸² See *id.* at 69.

⁸³ See *id.* and Resolution E-4734 at OP 14.

⁸⁴ *Id.* at 33.

⁸⁵ *Id.* at 20.

⁸⁶ The IOUs' RAM 6 Green Tariff procurement targets are included in PG&E Advice 4605-E, SDG&E Advice 2717-E, and SCE Advice 3195-E.

⁸⁷ Unsubscribed Green Tariff procurement may be counted towards the IOUs' RPS goals or bank through the RPS backstop. See Cal. Pub. Util. Code § 2833(s); D.15-01-051 at 43-50, COL 11.

Additionally, subscribed ECR procurement will not count towards the IOUs' RPS targets.⁸⁸

These requirements ensure the additionality of GTSR procurement compared to other Commission programs. The IOUs' GTSR procurement will result in incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program.

VII. EJ PRIORITIZATION

SB 43 provides that 100 MW of the statewide limitation for the GTSR Program shall be reserved for facilities that are no larger than 1 MW and that are located in areas previously identified by the California Environmental Protection Agency as "the most impacted and disadvantaged communities."⁸⁹ The Commission established an EJ reservation of 45 MW for PG&E, 10 MW for SDG&E, and 45 MW for SCE.⁹⁰ The Commission also directed the IOUs to use the CalEnviroScreen as the screening methodology for EJ projects and to work with the current CalEnviroScreen data to identify the top 20 percent of impacted communities in their service territories.⁹¹ Each IOU submitted eligible EJ census tracts as part of their advice letters filed on February 23, 2015.⁹²

Unless specifically included in Phase IV of the GTSR proceeding, the JPIAL is to include proposals for prioritizing EJ projects.⁹³ For Green Tariff procurement through the RAM 6 solicitations, the IOUs have already addressed EJ projects in their RAM 6 solicitation materials.⁹⁴ The IOUs will include their proposals for prioritizing EJ projects using the RAM tool in future RPS Procurement Plans.

For ECR procurement, the IOUs propose to prioritize EJ projects in the ECR Developer Tariff by reserving the right to select EJ projects ahead of earlier-queued ECR projects that do not meet the EJ criteria, provided that the IOUs will adhere to ECR queue order for all EJ projects.

Further discussion on EJ prioritization will be addressed as part of Phase IV of the GTSR proceeding.

⁸⁸ As with Green Tariff procurement, unsubscribed ECR procurement may count towards the IOUs' RPS targets or bank pursuant to the RPS backstop.

⁸⁹ Cal. Pub. Util. Code § 2833(d)(1).

⁹⁰ See D.15-01-051 at OP 7.

⁹¹ See *id.* at 52-55, COL 21.

⁹² See PG&E Advice 4593-E (supplemented March 25, 2015); SDG&E Advice 3108-E (supplemented March 24, 2015); SCE Advice 3180-E (supplemented March 27, 2015).

⁹³ See D.15-01-051 at 33.

⁹⁴ See PG&E Advice 4605-E; SDG&E Advice 2717-E; SCE Advice 3195-E.

VIII. MECHANISM AND REPORTING PROTOCOLS FOR TRACKING RECS AND REC RETIREMENT

The Decision permits the IOUs to supply Green Tariff customers from an interim pool of existing RPS resources that meet certain requirements (Interim Green Tariff Pool) until new dedicated Green Tariff procurement projects come online.⁹⁵ Each IOU's methodology for selecting and maintaining its Interim Green Tariff Pool is described in its respective CSIAL. This JPIAL describes joint mechanisms and reporting protocols for tracking RECs and REC retirement.

The Green Tariff procurement pool includes three possible configurations: (1) Interim Green Tariff Pool only; (2) Interim Green Tariff Pool combined with Green Tariff dedicated procurement; and (3) Green Tariff dedicated procurement only. The IOUs propose to track Green Tariff RECs through their existing REC tracking processes. The mechanism and reporting protocols for tracking Green Tariff RECs and REC retirement is similar among the IOUs and adaptable to all three Green Tariff procurement pool configurations.

On an annual basis, each IOU will identify its Interim Green Tariff Pool from a pre-determined approach defining how resources in the Interim Green Tariff Pool change, if at all. In general, each IOU's Interim Green Tariff Pool is comprised of a subset of its RPS portfolio sufficient to meet expected Green Tariff program demand, prior to dedicated Green Tariff procurement projects coming online. Each IOU will receive approval of its initial Interim Green Tariff Pool through its CSIAL. In subsequent years, each IOU will report its Interim Green Tariff Pool and any associated resource updates (if applicable) through its Energy Resource Recovery Account (ERRA) Forecast proceeding or through a Tier 1 advice letter filing.

On at least an annual basis after the Green Tariff program begins (Reconciliation Period), each IOU's Energy Procurement function will receive a report from its Customer Service function outlining the total enrolled Green Tariff customer demand for the Reconciliation Period. In the initial years before Green Tariff dedicated procurement comes online, each IOU's Energy Procurement function will identify a sufficient amount of RECs generated from Green-e certified projects in the Interim Green Tariff Pool to match actual Green Tariff customer energy use for that Reconciliation Period. Each IOU will then retire these RECs on behalf of Green Tariff customers by transferring the designated RECs into a Western Renewable Energy Generation Information System (WREGIS) retirement sub-account established for that calendar year's Green Tariff program. These RECs will not count towards the IOU's RPS targets.

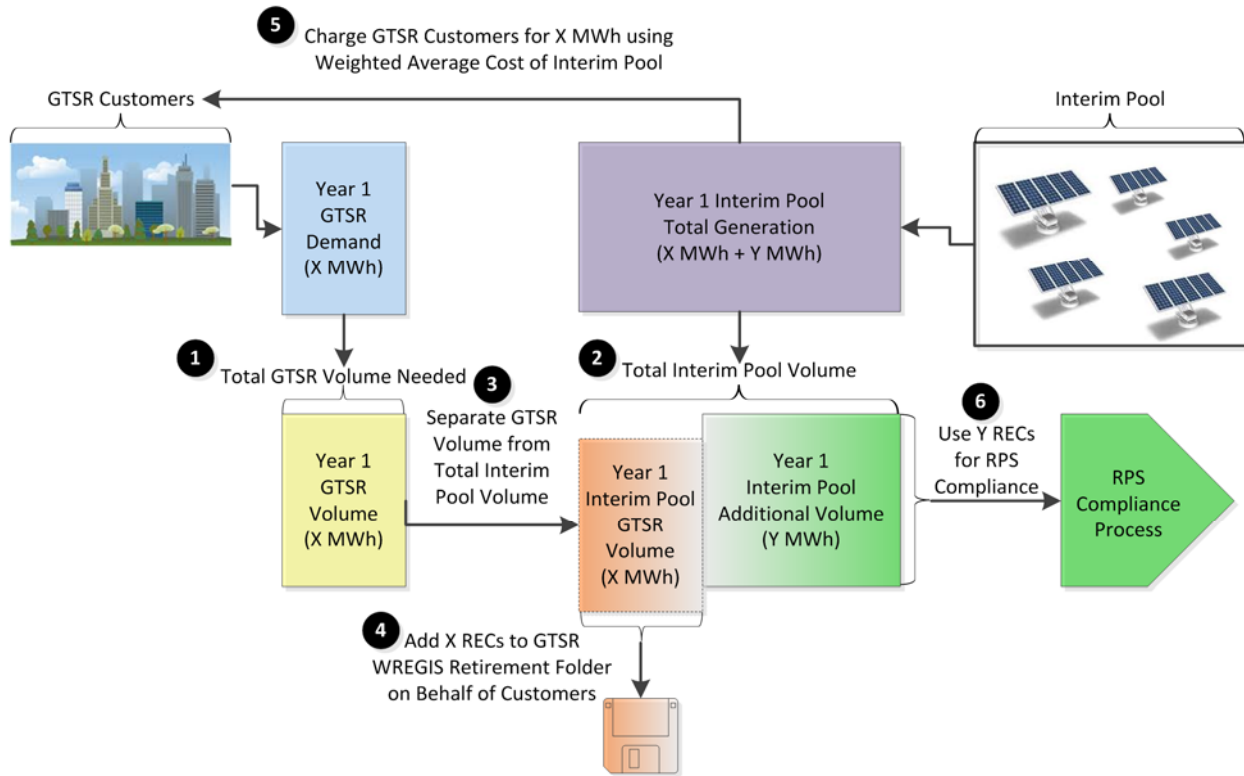
The remaining RECs generated by the Interim Green Tariff Pool during the Reconciliation Period may be transferred to the IOU's appropriate WREGIS sub-account

⁹⁵ See D.15-01-051 at 39-43.

used for RPS compliance and may be counted towards the IOU's RPS targets or RPS bank.

Figure 1 below outlines the process.

Figure 1



As Green Tariff dedicated procurement projects come online, each IOU will retire RECs from the Green Tariff dedicated procurement projects first in order to match demand from customers enrolled in the Green Tariff program. As provided in the Decision, the IOUs will establish separate WREGIS retirement sub-accounts for RECs associated with the Interim Green Tariff Pool and RECs associated with dedicated Green Tariff procurement and retire the RECs in the appropriate sub-account.⁹⁶ To the extent that there are insufficient RECs generated from Green Tariff dedicated procurement projects to match demand from customers enrolled in the Green Tariff program, the IOUs will retire RECs generated from the projects in the Interim Green Tariff Pool to fill this gap.

If generation from Green Tariff dedicated procurement projects exceeds the demand of Green Tariff customers enrolled in the program in any Reconciliation Period, i.e., the dedicated procurement projects generate more energy than is needed to meet the

⁹⁶ See *id.* at 51 (“[F]or the purpose of tracking and reporting SB 43 compliance, the IOUs should establish separate WREGIS sub-accounts for RECs associated with Interim GTSR Pool projects and RECs associated with SB 43 compliant new procurement.”).

demand of the subscribed customers, then each IOU may allocate that procurement to its RPS portfolio for RPS compliance purposes and may transfer the RECs to the IOU's appropriate WREGIS sub-account used for RPS compliance.

REC tracking and retirement will be similar for the ECR program with the exception that there is no interim pool for the ECR program because ECR customers will not receive any ECR bill credits and charges until their dedicated ECR project comes online. Thus, the ECR procurement pool only includes one possible configuration: ECR dedicated procurement only.

On at least an annual basis after the ECR program begins (Reconciliation Period), each IOU's Energy Procurement function and Customer Service function will work together to identify the total ECR customer subscriptions for each ECR project, the energy generated by each ECR project, and the portion of that energy that was subscribed by ECR customers, for the Reconciliation Period. Each IOU's Energy Procurement function will identify a sufficient amount of RECs generated from each ECR project to match the portion of the ECR project's energy that was subscribed by ECR customers for the Reconciliation Period. Each IOU will then retire these RECs on behalf of ECR customers by transferring the designated RECs into a WREGIS retirement sub-account established for that calendar year's ECR program. These RECs will not count towards the IOU's RPS targets.

The remaining RECs generated by ECR projects during the Reconciliation Period (i.e., those associated with unsubscribed energy) may be transferred to the IOU's appropriate WREGIS sub-account used for RPS compliance and may be counted towards the IOU's RPS targets or RPS bank.

On an annual basis, each IOU will submit to the Commission a new annual report (included as Attachment D and discussed in Section X) that tracks the amount of RECs transferred between the RPS and GTSR programs.

IX. METHODOLOGY FOR TRACKING AND MAINTAINING SEPARATION BETWEEN INTERIM GREEN TARIFF POOL AND RPS RESOURCES

As described in Section VIII above, each IOU will receive approval of its initial Interim Green Tariff Pool through its CSIAL. In subsequent years, each IOU will report its Interim Green Tariff Pool and any associated resource updates (if applicable) through its ERRA Forecast proceeding or through a Tier 1 advice letter filing. Each IOU's Energy Procurement function is responsible for ensuring that Interim Green Tariff Pool RECs required to meet Green Tariff customer demand for a given year are retired on behalf of those customers in a WREGIS retirement sub-account established for that calendar year's Green Tariff program.

Separately, each IOU will implement accounting procedures to ensure that energy procurement costs associated with the portion of the Interim Green Tariff Pool used to

meet Green Tariff customer demand are allocated to Green Tariff customers. To do this, each IOU plans to use the forecast weighted average, TOD-adjusted contract costs of all projects in each IOU's respective Interim Green Tariff Pool to establish the Renewable Power Rate (RPR).⁹⁷ Then the total cost to be allocated to Green Tariff customers on a recorded basis will be based on the weighted average, TOD-adjusted contract costs of all projects in the Interim Green Tariff Pool multiplied by the actual kWh delivered under all Green Rate customer subscriptions. This cost will be credited to each IOU's ERRRA Balancing Account at least annually and recorded in each IOU's GTSR Balancing Account. Once Green Tariff dedicated procurement projects come online, the RPR will be based on the weighted average, TOD-adjusted contract costs of all projects in the Green Tariff dedicated procurement pool (averaged with the contract costs of projects from the Interim Green Tariff Pool on a weighted basis based on the number of RECs retired from each pool, if necessary).

Each IOU will also adjust its RPS tracking and forecasting models to reflect the projected growth of the Green Tariff program, the projected or actual transfer of generation from the RPS program to the Green Tariff program at start-up through the Interim Green Tariff Pool, and the projected or actual transfers from the Green Tariff and ECR programs to the RPS program. Each IOU will update key RPS reports to reflect the results of these forecast models and actual data, including the annual RPS compliance report, annual RPS Procurement Plans, and any other renewable net short calculations submitted by the IOUs.

Furthermore, as discussed in Section XI below, the IOUs' retail sales for the purposes of calculating RPS goals should be adjusted to deduct any kWh of renewable generation that are used to serve customers in the Green Tariff and ECR programs.⁹⁸ This adjustment should also be reflected in key RPS reports such as the annual RPS compliance report, annual RPS Procurement Plans, and any other renewable net short calculations submitted by the IOUs.

X. TEMPLATE FOR ANNUAL REPORT THAT TRACKS GENERATION TRANSFERRED BETWEEN RPS AND GTSR PROGRAMS

As part of the JPIAL, the IOUs are to include a template for an annual report that tracks the amount of generation transferred between the RPS and GTSR programs (both RPS to GTSR at start-up and GTSR to RPS in the event of overprocurement).⁹⁹ A template for this annual report is included as Attachment D. The IOUs define a "transfer" as when a REC is created from one pool of resources (RPS in the case of the Interim Green Tariff Pool, GT in the case of the Green Tariff dedicated procurement pool, or

⁹⁷ One REC equals one MWh of generation.

⁹⁸ See Cal. Pub. Util. Code § 2833(t).

⁹⁹ See D.15-01-051 at Attachment B.

ECR in the case of energy from the unsubscribed portion of an ECR project) and retired into a retirement sub-account for the other pool of resources (RPS or GT).¹⁰⁰

The IOUs propose to file this report on September 1st annually following the launch of each IOU's GTSR Program. A September 1st filing date is one month after the August 1st filing date for the annual RPS compliance reports and enables the IOUs to best operationalize the GTSR reporting function in conjunction with RPS reporting functions. A September 1st filing date also provides IOUs the flexibility to use all Green-e Energy certified product, which can include "renewables that are generated in the calendar year in which the product is sold, the first three months of the following calendar year, or the last six months of the prior calendar year,"¹⁰¹ to meet GTSR Program customer demand. Additionally, WREGIS creates certificates¹⁰² 90 days following the end of the generation months, such that certificates for March generation are not created in WREGIS until the end of June.¹⁰³

XI. PROPOSED CHANGES TO RPS PROGRAM

One change to the RPS program rules that is need to implement the GTSR Program is an adjustment to the IOUs' retail sales for the purposes of calculating RPS targets. Public Utilities Code Section 2833(t) provides that: "In calculating its procurement requirements to meet the requirements of the California Renewables Portfolio Standard Program . . . , a participating utility may exclude from total retail sales the kilowatthours generated by an eligible renewable energy resource that is credited to a participating customer pursuant to the utility's green tariff shared renewables program, commencing with the point in time at which the generating facility achieves commercial operation."

This statutory provision should be incorporated into the RPS program rules to allow the IOUs to adjust their retail sales for the purposes of calculating RPS targets to deduct subscribed generation under the Green Tariff and ECR programs. This change should be reflected in annual RPS compliance reports, annual RPS Procurement Plans, and other relevant filings.

Additionally, the IOUs plan to use their annual RPS Procurement Plans to update their progress in the GTSR Program and to propose any changes to the RPS program necessary to effectively implement the GTSR Program.

¹⁰⁰ RECs from the unsubscribed portion of an ECR project will only be retired into RPS.

¹⁰¹ See Center for Resource Solutions, "Green-e Energy National Standard," Version 2.6, April 16, 2015, Section III.B (page 9), available at: [http://www.green-e.org/docs/energy/Appendix%20D Green-e%20Energy%20National%20Standard.pdf](http://www.green-e.org/docs/energy/Appendix%20D%20Green-e%20Energy%20National%20Standard.pdf).

¹⁰² WREGIS refers to RECs as certificates.

¹⁰³ See Western Electricity Coordinating Council, "WREGIS Operating Rules," July 15, 2013, Section 12.2 (page 38), available at: <http://www.wecc.biz/Corporate/WREGIS%20Operating%20Rules%20072013%20Final.pdf>.

XII. PROPOSED TARIFF CHANGES

Pursuant to the discussion above, the IOUs each propose to establish a new ECR Developer Tariff and an ECR Rider to the standard ReMAT PPA. Samples of these documents are provided herein as Attachments A and C. Upon approval of the JPIAL, each IOU will separately file the final versions of these tariffs via a Tier 1 advice letter (unless otherwise directed by the Commission) to officially incorporate them as part of its tariff book.

XIII. REQUEST FOR COMMISSION APPROVAL

The IOUs request that the Commission issue a resolution containing:

1. Approval of this JPIAL in its entirety;
2. A finding that the ECR PPA, and the IOUs' entry into ECR PPAs, is reasonable and prudent for all purposes, including, but not limited to, recovery in rates of payments made pursuant to ECR PPAs and administrative costs associated with ECR PPAs, subject only to further review with respect to the reasonableness of the IOUs' administration of ECR PPAs; and
3. Any other and further relief as the Commission finds just and reasonable.

XIV. LIST OF ATTACHMENTS

- | | |
|---------------|------------------------------------------------------------------------------------------|
| Attachment A: | Sample ECR Developer Tariff |
| Attachment B: | Matrix of Changes in ECR Developer Tariff Compared to ReMAT Tariff |
| Attachment C: | Sample ECR Rider |
| Attachment D: | Template for Annual Report Tracking Generation Transferred Between RPS and GTSR Programs |

XV. TIER DESIGNATION

Pursuant to OP 2 of the Decision, this advice filing is submitted with a Tier 3 designation.

XVI. EFFECTIVE DATE

This advice filing will become effective upon Commission approval.

XVII. NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice filing should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

Megan Caulson
Regulatory Tariff Manager
San Diego Gas & Electric Company
9305 Lightwave Ave, SD1190
San Diego, CA 92123
E-mail: MCaulson@semprautilities.com

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B and A.12-01-008 et al. service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com, SDG&ETariffs@semprautilities.com, PGETariffs@pge.com, or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>. To view other SDG&E advice letters filed with the Commission, visit SDG&E's web site at <http://www.sdge.com/rates-regulations/tariff-information/advice-letters>. To view other PG&E advice letters filed with the Commission, visit PG&E's web site at <http://www.pge.com/tariffs/>.

For questions directed at SCE, please contact Katie Sloan at (626) 302-6842 or by electronic mail at Katie.Sloan@sce.com. For questions directed at SDG&E, please contact Megan Caulson at (858) 654-1748 or by electronic mail at MCaulson@semprautilities.com. For questions directed at PG&E, please contact Jennifer Wirowek at (415) 973-1419 or by electronic mail at J6ws@pge.com.

Southern California Edison Company

/s/ Russell G. Worden
Russell G. Worden

RGW:ks:jm
Enclosures

Attachment B

Comparison Between Supplemental JPIAL
and Original JPIAL
REDLINE

May 13, 2015

ADVICE 3218-E
(Southern California Edison Company U 338-E)

ADVICE 4637-E
(Pacific Gas and Electric Company U 39-E)

ADVICE 2743-E
(San Diego Gas & Electric Company U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Green Tariff Shared Renewables Program Joint Procurement
Implementation Advice Letter of Southern California Edison
Company, Pacific Gas and Electric Company, and San Diego
Gas & Electric Company

I. PURPOSE

In accordance with Ordering Paragraph (OP) 2 of Decision (D.) 15-01-051, Southern California Edison Company (SCE), Pacific Gas and Electric Company (PG&E), and San Diego Gas & Electric Company (SDG&E) (collectively, the IOUs) submit this Joint Procurement Implementation Advice Letter (JPIAL) for the Green Tariff Shared Renewables (GTSR) Program.

II. BACKGROUND

On September 28, 2013, Governor Brown signed Senate Bill (SB) 43 (Wolk) into law.¹ SB 43 enacted the GTSR Program, a 600 megawatt (MW) statewide program that allows participating utilities² customers – including local governments, businesses, schools, homeowners, municipal customers, and renters – to meet up to 100 percent of

¹ SB 43 was codified in California Public Utilities Code Section 2831 *et seq.*

² Participating utility means “an electrical corporation with 100,000 or more customer accounts in California.” Cal. Pub. Util. Code § 2831.5(b)(2). The IOUs are all participating utilities.

their energy usage with generation from eligible renewable energy resources. As required by SB 43,³ all of the IOUs filed applications with the California Public Utilities Commission (Commission or CPUC) requesting approval of GTSR Programs consistent with the requirements and intent of the statute.

On January 29, 2015, the Commission adopted D.15-01-051 (also referred to as the Decision),⁴ implementing a GTSR Program framework and approving the IOUs' applications with modifications. Among other things, the Commission divided the GTSR Program's statewide limitation of 600 MW of customer participation among the IOUs. Specifically, the Commission allocated 272 MW of total GTSR Program capacity to PG&E, 59 MW to SDG&E, and 269 MW to SCE (each IOU's GTSR Program Cap).⁵

SB 43 provides that 100 MW of the statewide limitation for the GTSR Program shall be reserved for facilities that are no larger than 1 MW and that are located in areas previously identified by the California Environmental Protection Agency as "the most impacted and disadvantaged communities."⁶ To implement this statutory provision, the Commission established environmental justice (EJ) reservations for each IOU: 45 MW for PG&E, 10 MW for SDG&E, and 45 MW for SCE as part of each IOU's GTSR Program Cap.⁷

The GTSR Program structure approved by the Commission consists of two elements: (1) a green tariff option (Green Tariff or GT) allowing customers to purchase energy with a greater share of renewables, and (2) an enhanced community renewables option (ECR) allowing customers to subscribe to renewable energy from community-based projects.⁸ Under the Green Tariff program, IOU bundled service customers have the opportunity to source 50 to 100 percent⁹ of their energy needs from renewable projects procured on their behalf by the IOUs that are new, local, and incremental to the IOUs' Renewables Portfolio Standard (RPS) procurement. Under the ECR program, IOU bundled service customers have the opportunity to contract directly with the developer of an ECR project and subscribe to a portion of the project's output corresponding to all or a portion of the customer's energy needs. The customer will receive a bill credit from the IOU based on its subscription to the ECR project. Each IOU's total GTSR Program Cap and EJ reservations are inclusive of both the Green Tariff and ECR programs.¹⁰

³ See Cal. Pub. Util. Code § 2832(a).

⁴ The Decision was issued on February 2, 2015.

⁵ See D.15-01-051 at OP 7.

⁶ Cal. Pub. Util. Code § 2833(d)(1).

⁷ See D.15-01-051 at OP 7.

⁸ See *id.* at 3-4.

⁹ PG&E and SCE's Green Tariff programs include subscription options of 50 or 100 percent. SDG&E's Green Tariff program includes subscription options from 50 to 100 percent.

¹⁰ See D.15-01-051 at 4, OP 7.

The Decision did not specify individual program caps for the Green Tariff and ECR programs.

The Decision states that the GTSR procurement model “is built on four general principles.”¹¹ First, “GTSR requires ‘additionality,’ meaning that GTSR subscriber demand should result in commensurate incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program.”¹² Second, “proximity of generators to customers should be maximized to approximate the benefits of onsite generation.”¹³ Third, “procurement must result in ratepayer indifference to ensure that no costs are shifted from participating ratepayers to non-participating ratepayers.”¹⁴ Fourth, “the GTSR Program should maximize use of existing renewable procurement mechanisms” such as the Renewable Auction Mechanism (RAM) and Renewable Market Adjusting Tariff (ReMAT).¹⁵

The Decision provides that initial Green Tariff procurement must occur through RAM, including the RAM tool that can be used as part of the IOUs’ RPS solicitations, or ReMAT.¹⁶ Other procurement mechanisms may be considered by application, in Phase IV of the GTSR proceeding, and in future RPS Procurement Plans.¹⁷ The Decision also adopts ReMAT as the procurement mechanism for the ECR program.¹⁸ The GTSR Program sunsets on January 1, 2019.¹⁹ As such, the Decision directs the IOUs not to start any new procurement after January 31, 2018, unless the IOU’s GTSR Program has been extended.²⁰

SB 43 permits GTSR projects to be eligible renewable energy resources with a nameplate rated generating capacity of 20 MW or less.²¹ The Decision limits initial procurement to solar facilities sized between 0.5 MW and 20 MW for the Green Tariff program and solar facilities sized between 0.5 MW and 3 MW for the ECR program, but states that allowing other renewable resources and sub-0.5 MW projects may be considered in Phase IV of the GTSR proceeding.²² Additionally, each IOU’s GTSR procurement must be from projects located within its respective service territory, except

¹¹ *Id.* at 20.

¹² *Id.*

¹³ *Id.* at 20-21.

¹⁴ *Id.* at 21.

¹⁵ *Id.*

¹⁶ *See id.* at 21-24, Conclusion of Law (COL) 7.

¹⁷ *See id.* at 24, COL 8.

¹⁸ *See id.* at 61.

¹⁹ *See* Cal. Pub. Util. Code § 2834. The Decision provides that current customers can remain on the program on a month-to-month basis after January 1, 2019, and establishes a process whereby the IOUs can request to the extend the program beyond January 1, 2019 for new customers. *See* D.15-01-051 at OP 13.

²⁰ *See* D.15-01-051 at 33.

²¹ *See* Cal. Pub. Util. Code § 2833(b).

²² *See* D.15-01-051 at 36-37, 39, COL 17-18.

that GTSR projects may also be located in the Imperial Valley for SDG&E.²³ There are also specific community interest requirements for ECR projects, including a definition of “community” as customers within the same municipality or county, or within 10 miles of the customer’s service address.²⁴

III. OVERVIEW OF JPIAL

The Decision orders the IOUs to file several advice letters to implement the GTSR Program.²⁵ The IOUs have already filed advice letters setting forth their plans for advance procurement for the GTSR Program and identifying the eligible census tracts for EJ projects in their service territories,²⁶ as well as advice letters making the changes to their RAM 6 power purchase agreements (PPAs) and request for offers instructions needed to accommodate GTSR procurement.²⁷ In addition, each IOU will be filing a Customer-Side Implementation Advice Letter (CSIAL) and a Marketing Implementation Advice Letter (MIAL) concurrently with this JPIAL.

This JPIAL addresses the IOUs’ plans for ongoing GTSR Program procurement and RPS resource and renewable energy credit (REC) separation and tracking. In particular, pursuant to the Decision,²⁸ this JPIAL includes the following information:

- Ongoing Procurement
 - Green Tariff
 - ECR
 - New ECR Developer Tariff
 - ECR Rider to Standard ReMAT PPA
 - Methodology to Determine Additionality of GTSR Procurement
 - EJ Prioritization
- Mechanism and Reporting Protocols for Tracking RECs and REC Retirement
- Methodology for Tracking and Maintaining Separation Between Interim Green Tariff Pool and RPS Resources
- Template for Annual Report That Tracks Generation Transferred Between RPS and GTSR Programs
- Proposed Changes to RPS Program

IV. STAKEHOLDER INPUT

The IOUs conducted a JPIAL workshop webinar for the parties to the GTSR proceeding on April 20, 2015. The IOUs received input during the webinar and via email after the

²³ See *id.* at 35, COL 14-15.

²⁴ See *id.* at 67-68, COL 25-26.

²⁵ See *id.* at OP 2-4

²⁶ See PG&E Advice 4593-E (supplemented March 25, 2015); SDG&E Advice 3108-E (supplemented March 24, 2015); SCE Advice 3180-E (supplemented March 27, 2015).

²⁷ See PG&E Advice 4605-E; SDG&E Advice 2717-E; SCE Advice 3195-E.

²⁸ See D.15-01-051 at Attachment B.

webinar. Approximately 26 non-IOU participants, including representatives from the Commission's Energy Division, participated in the webinar and raised questions and comments related to the following:

- Locational requirements for ECR projects;
- ECR queue price when the ReMAT As-Available Peaking product type is fully subscribed;
- ECR prioritization;
- Using RAM for Green Tariff procurement;
- Interconnection requirements for RAM and ReMAT;
- Plans to accept subscribers from large agencies and Decision requirement for three separate subscribers;
- Customer protections;
- IOU requirements to maintain an ECR project list on GTSR websites;
- REC price; and
- Interim Green Tariff Pool resource prices compared to RPS resource prices.

The IOUs responded to questions during the webinar and, where appropriate, have included additional information related to these topics in this JPIAL.

V. ONGOING PROCUREMENT

This JPIAL discusses ongoing GTSR procurement. The Decision also requires the IOUs to begin procurement for the GTSR Program in advance of customer enrollment and sets targets for each IOU for such advance procurement.²⁹ As discussed above, the IOUs have already filed advice letters detailing their plans for advance GTSR Program procurement and proposing changes to their RAM 6 solicitations to procure GTSR resources in advance of customer enrollment.³⁰ Accordingly, the IOUs do not repeat their proposals for advance procurement here.³¹

A. GREEN TARIFF

The IOUs propose to conduct ongoing procurement for the Green Tariff program through the streamlined RAM procurement tool as authorized in D.14-11-042. RAM has

²⁹ See *id.* at 27, OP 8. The Decision establishes minimum advance procurement goals of 50 MW for PG&E, 10.5 MW for SDG&E, and 50 MW for SCE. See *id.*

³⁰ See footnotes 26 and 27.

³¹ The IOUs' advance procurement will focus on procurement for the Green Tariff program. Procurement for the Green Tariff program can begin in advance of customer enrollment and before approval of this JPIAL. As further discussed in Section V.B.1 below, procurement for the ECR program requires approval of this JPIAL, and final approval of the IOUs' ECR Developer Tariffs and ECR Riders to the ReMAT PPA, among other things. Additionally, unlike Green Tariff procurement, a demonstration of community interest is a pre-condition for the IOUs signing an ECR PPA. See D.15-01-051 at 67-68, COL 25-26.

been a successful procurement tool for the IOUs to meet their RPS targets and is currently in its sixth cycle.³² In D.14-11-042, the Commission recognized that the RAM tool could provide the IOUs with a streamlined mechanism to facilitate GTSR procurement.³³ Moreover, the Decision includes the RAM tool as a procurement mechanism for the Green Tariff program.³⁴ Indeed, the RAM tool is consistent with all of the GTSR procurement principles set forth in the Decision.³⁵ Additionality is ensured by requiring that projects be new, by setting Green Tariff procurement targets that are additional to any other RAM procurement targets, and by not counting any subscribed Green Tariff procurement towards the IOUs' RPS goals. The IOUs can easily establish locational requirements for Green Tariff projects by setting eligibility requirements in their annual RPS solicitations. Use of the RAM tool also supports non-participating customer indifference because RAM has been one of the most cost-effective tools for procuring renewable resources sized 20 MW or less. Lastly, RAM is an existing, Commission-approved procurement mechanism. With the changes to the RAM tool approved in D.14-11-042, which provide the IOUs with additional flexibility to cost-effectively meet their procurement needs, the RAM tool is well suited for Green Tariff procurement.

The IOUs also considered using ReMAT for ongoing Green Tariff procurement but ultimately decided that the RAM tool is a better procurement mechanism for a number of reasons. First, the RAM tool provides the IOUs with more flexibility to tailor their solicitations for Green Tariff procurement to their specific needs. The IOUs are required to match procurement to enrolled subscribers to the extent possible.³⁶ Accordingly, after procuring to meet their advance procurement goals, the IOUs' ongoing Green Tariff procurement will be based on the number of subscribers to the IOUs' respective Green Tariffs. During some time periods, the IOUs may have no ongoing procurement need to meet these subscriptions. At other times, satisfying Green Tariff subscriptions may require a significant amount of ongoing procurement. The RAM tool allows the IOUs to adjust to these differing needs by setting specific targets for Green Tariff procurement in each solicitation. In contrast, ReMAT is a feed-in tariff where the IOUs offer a set amount of capacity on a first-come, first-served basis for each bi-monthly program period (5 MW for PG&E and SCE and 3 MW for SDG&E for the As-Available Peaking product type). If the IOUs used ReMAT for Green Tariff procurement, they would sometimes be procuring more Green Tariff resources than are required to serve subscriptions. At other times, ReMAT procurement may be too slow to adequately satisfy Green Tariff procurement needs.

³² The Commission acknowledged the success of RAM in D.14-11-042, noting the high number of bids into RAM auctions, decreasing bid prices, and a maturing market for renewable resources sized 20 MW or less. See D.14-11-042 at 91-92.

³³ See *id.* at 92.

³⁴ See D.15-01-051 at 22-24.

³⁵ See *id.* at 20-21.

³⁶ See *id.* at 27.

Second, consistent with SB 43's requirement of non-participating customer indifference,³⁷ use of the RAM tool will minimize the costs of Green Tariff procurement for non-participating customers. In IOU RPS solicitations utilizing the RAM tool, proposed projects will bid a specific price and the IOUs will select the projects that provide the best value to their customers using the same valuation process used for the general RPS solicitations.³⁸ As the Commission recognized, this provides the IOUs "the ability to select among various resources that are best suited to match the identified need."³⁹ Pricing for ReMAT is based on a set starting price that can adjust in each bi-monthly program period due to program subscriptions. Projects cannot bid a specific price and the IOUs do not have the ability to evaluate aspects of a project to determine which projects provide the best value to customers.

Finally, using ReMAT for Green Tariff procurement would unfairly change program assumptions for existing ReMAT developers and unduly complicate the ReMAT program. Some of the challenges in incorporating Green Tariff procurement into ReMAT include determining price adjustments when certain projects are selected for a separate GTSR Program target, prioritization of Green Tariff versus ReMAT projects, additional terms required for Green Tariff PPAs versus ReMAT PPAs that might affect a developer's decision to accept the price for one program versus the other, and managing the eligibility criteria and queues for Green Tariff procurement when only a subset of projects in the ReMAT As-Available Peaking product type queue meet Green Tariff requirements.⁴⁰

The Decision states that "[g]oing forward, each IOU shall include details on its progress toward its share of the 600 MW total goal in its annual RPS Procurement filing," allowing "the Commission to approve RPS solicitations for GTSR and to direct the IOUs to rely on the latest Commission-approved procurement mechanisms."⁴¹ In accordance with the Decision, the IOUs will address their ongoing Green Tariff procurement needs and propose any Green Tariff procurement targets for their annual RPS solicitations using the RAM tool, in their RPS Procurement Plans. The IOUs will base ongoing procurement (i.e., procurement in excess of the initial advance procurement targets established in the Decision) for the Green Tariff program on actual customer demand. Incremental procurement based on demand helps ensure non-participating customer indifference and minimizes the risk of over- or under-procurement.

³⁷ See Cal. Pub. Util. Code §§ 2831(h), 2833(p).

³⁸ See D.14-11-042 at 98-99.

³⁹ *Id.* at 99.

⁴⁰ Although the eligibility criteria for ReMAT and the Green Tariff program are similar, only new projects are eligible for the Green Tariff program while existing projects are eligible for ReMAT. Moreover, the Green Tariff program has a minimum size limit of 0.5 MW while ReMAT has no minimum size requirement. Green Tariff projects also have to meet certain Green-e® Energy Program requirements that do not apply to ReMAT projects.

⁴¹ D.15-01-051 at 32.

PG&E plans to hold a solicitation for new Green Tariff projects upon the earlier of: (1) 30 MW of incremental customer enrollments, or (b) a calendar year, subject to de minimis incremental customer enrollments, in which case a solicitation would be deferred. SDG&E and SCE each plan to assess their respective Green Tariff procurement needs annually in each RPS Procurement Plan and set Green Tariff procurement targets for each solicitation, if any, based on incremental customer enrollments and the amount of dedicated Green Tariff procurement the respective IOU already has under contract.

B. ECR

1. New ECR Developer Tariff

The Decision requires the JPIAL to include “details or changes to the ReMAT program and standard contract necessary to procure GTSR Program projects.”⁴² Unless specifically included in the scope of Phase IV, the JPIAL “should also include proposals for prioritizing ECR projects.”⁴³

ReMAT is a feed-in tariff for eligible renewable energy resources sized 3 MW or less implemented pursuant to Public Utilities Code Section 399.20, D.12-05-035, D.13-01-041, and D.13-05-034. Each of the IOUs have an allocated share of the total statewide program cap of 750 MW.⁴⁴ The IOUs offer a set amount of this capacity to eligible ReMAT developers on a first-come, first-served basis in each bi-monthly program period (5 MW for PG&E and SCE and 3 MW for SDG&E for each of the three product types – As-Available Peaking, As-Available Non-Peaking, and Baseload). ReMAT took effect on July 24, 2013 and the first program period commenced on November 1, 2013.

The IOUs propose to incorporate the ECR program into ReMAT through a new ECR Developer Tariff. A sample of the ECR Developer Tariff is included as Attachment A. The IOUs are proposing to prioritize ECR projects by creating a separate queue and bi-monthly capacity allocation for ECR projects. Rather than having to queue behind ReMAT projects and compete for the same capacity allocation with ReMAT projects in the As-Available Peaking product type, ECR projects will have their own first-come, first-served queue and a separate capacity allocation for each bi-monthly program period. Separate queues will also help to maintain non-participating customer indifference, administrative efficiency of the ECR program, and avoid disruption of the ReMAT program.

The ECR Developer Tariff is based on the tariff for the ReMAT program. As provided in the Decision, the IOUs sought to minimize changes to the current ReMAT program.⁴⁵ A matrix comparing the ECR Developer Tariff provisions with those in the ReMAT tariff

⁴² *Id.* at 33.

⁴³ *Id.*

⁴⁴ PG&E’s ReMAT program cap is 218.8 MW, SDG&E’s is 48.8 MW, and SCE’s is 226 MW.

⁴⁵ See D.15-01-051 at 33.

and the rationale for each, including any changes, is attached hereto as Attachment B. Key elements of the ECR Developer Tariff are discussed below:

Separate Queue and Capacity Allocations: As explained above, there will be a separate first-come, first-served queue for ECR projects under the ECR Developer Tariff. There will also be separate capacity allocations for ECR projects for each bi-monthly program period. The capacity allocations in each program period for the ECR queue will match each IOU's respective capacity allocations for the ReMAT As-Available Peaking product type for each program period. PG&E and SCE will both have a 5 MW allocation for the ECR queue for each program period. SDG&E will have a 3 MW allocation for the ECR queue for each program period. The IOUs matched the capacity allocations for the ECR queue to the capacity allocations for the ReMAT program in order to keep the ECR program as consistent as possible with the ReMAT program, as required by the Decision.⁴⁶ The IOUs will monitor the performance of the ECR queue and, if necessary, propose changes to the program to improve performance.

Price: The price for projects from the ECR queue will be the same as the current ReMAT As-Available Peaking product type price. Projects that have a completed and accepted Program Participation Request (PPR) in the ECR queue will be able to choose whether to accept or reject the ReMAT As-Available Peaking product type price, using the same type of process that is used for accepting or rejecting the price in the ReMAT program. The Decision provides that "ECR PPAs will use the ReMAT or RAM price."⁴⁷ Given that ECR PPAs⁴⁸ will be based on the ReMAT PPA and procured through a ECR Developer Tariff that is very similar to the ReMAT tariff, it is appropriate to use the ReMAT price from the As-Available Peaking product type.

The ECR price is the same as the ReMAT As-Available Peaking product type price because ECR developers should be price takers that are indifferent to the price they receive in their ECR PPA with the IOU. The IOUs do not pay ECR developers for subscribed energy. Instead, ECR developers receive payments from customers. As the Decision acknowledges, "[t]he goal of the GTSR Program is to have fully subscribed ECR projects" and "a mechanism is necessary to ensure that developers are incentivized to maintain the full community subscription."⁴⁹ If the required subscription minimums are not met, ECR developers are paid for unsubscribed energy at the lesser of: (1) the ECR PPA price, or (2) the Default Load Aggregation Point (DLAP) price plus the market value for the REC.⁵⁰ To the extent that IOUs do pay the full ECR PPA

⁴⁶ See *id.*

⁴⁷ *Id.* at 62.

⁴⁸ As detailed in Section V.B.2 below, the IOUs' ECR PPAs include their standard ReMAT PPAs and an ECR Rider that acts as an amendment to the ReMAT PPAs.

⁴⁹ D.15-01-051 at 62.

⁵⁰ See *id.* at 63-64.

price for unsubscribed energy (e.g., because the project is above the required subscription minimum or within the five percent margin), the IOUs should not pay more than the price they are paying for ReMAT As-Available Peaking products. Otherwise, costs will be shifted to non-participating customers in violation of SB 43 and the avoided cost requirements under the Public Utility Regulatory Policies Act of 1978.

Price Once As-Available Peaking Product Type is Fully Subscribed in

ReMAT: ~~Each IOU proposes a method for calculating the price for the ECR queue once~~ Once the ReMAT As-Available Peaking product type is fully subscribed or is suspended for any reason (ReMAT End Date). ~~Given the different markets in the three IOUs' service territories, SDG&E has proposed a separate method for calculating the price of the ECR queue following the ReMAT End Date than PG&E and SCE. PG&E and SCE have experienced adjustments of their ReMAT As-Available Peaking product type prices in response to market participation in their respective service territories. Therefore, PG&E and SCE propose to maintain the last available ReMAT As-Available Peaking product type price for a six-month period following the ReMAT End Date and then enable ECR developers to set the price in accordance with ReMAT pricing methodology pursuant to the ReMAT tariff. SDG&E has not experienced a robust enough ReMAT market to trigger any ReMAT price adjustments. Thus, SDG&E proposes that ECR developers be permitted to submit a bid to SDG&E, not to exceed the last price offered in the ReMAT As-Available Peaking product type.⁵⁴ SDG&E would then select projects in order from lowest to highest bid price until the available ECR capacity allocation for the period is met or deemed fully subscribed.~~), the ECR queue will change based on participation and subscription levels in the ECR queue in accordance with Section H.2 of standard ReMAT rules.

Marketing Requirements: The Decision requires ECR developers to provide documentation that their marketing complies with the Decision's requirements as

⁵⁴ ~~SDG&E's approach reflects an issue particular to its service territory. Participation in SDG&E's ReMAT has not been robust enough to trigger the price adjustments necessary to ensure that the ReMAT price is in line with the market. In fact, SDG&E's ReMAT price has not moved at all from the initial administratively set statewide price of \$89.23 per megawatt-hour (MWh), which was based on 2011 RAM data. PG&E and SCE's ReMAT programs have seen more participation and prices have adjusted in accordance with program rules to a point that better reflects the market price. Since these adjustments are not occurring for SDG&E's ReMAT program, the current price has become stale, and it is unreasonable to continue assigning this price to ECR developers after ReMAT ends. Allowing developers to bid, and SDG&E to select, prices at or below the last offered ReMAT price is reasonable in light of the fact that both PG&E and SCE's ReMAT prices have decreased significantly from the statewide starting point of \$89.23 per MWh, which is evidence of a general decline in prices for this market.~~

part of the bid packages.⁵² The Decision also requires IOUs to seek Green-e[®] (Green-e) Energy program certification for their GTSR Programs.⁵³ Green-e is an independent consumer protection group whose certification includes specific marketing requirements that impact third-party developers participating in the ECR program. Marketing requirements are described in detail in each IOU's MIAL and more information can also be found in the Green-e Energy Code of Conduct and Customer Disclosure Requirements,⁵⁴ and the Green-e Energy Enhanced Community Renewables Developer Requirements.⁵⁵ As a general principle, marketing must be factually based and clear. For instance, developer marketing may not represent or imply that electrons from a specific facility are directly delivered to a customer, or overstate environmental benefits.

As such, the ECR Developer Tariff and ECR PPA require ECR developers to submit all marketing materials to the respective IOU before marketing to customers. The respective IOU will pre-review marketing materials to ensure compliance with the Decision and Green-e requirements.⁵⁶ The respective IOU's auditor will also review a sampling of these materials as part of the Green-e Energy verification process. As part of its Green-e Energy program certification, each IOU will make these marketing materials available to Green-e Energy staff upon request. The ECR PPA also includes provisions requiring the developer to submit new or updated marketing materials to the IOUs for review while the project is under development or online. The respective IOU may later promote or require developers to use a checklist for marketing to ensure all Green-e requirements are met. Developers should also be aware that they will be required to provide ongoing disclosures to customers after they have enrolled.

⁵² See D.15-01-051 at 139-140.

⁵³ See *id.* at 90, OP 20.

⁵⁴ Available at: http://www.green-e.org/docs/energy/Appendix_B-National_Code_of_Conduct_Cust_Disclosure.doc.

⁵⁵ Available at: <http://www.green-e.org/docs/energy/ECR%20Developer%20requirements%204-16-15.pdf>.

⁵⁶ As the IOUs gain more experience with this program, it may be appropriate to implement a marketing review fee that would be assessed to potential ECR developers for the costs incurred by the IOUs to pre-review the developer's proposed marketing materials.

Community Location, Community Interest, and Customer Subscription

Requirements: Pursuant to the Decision, ECR projects must meet certain community interest⁵⁷ and locational requirements⁵⁸ to be eligible for the ECR program. Customer subscribers to ECR projects must also meet certain subscription requirements.⁵⁹

To account for these new requirements, the ECR Developer Tariff requires ECR developers to sign an attestation as part of their PPR application that the ECR project has met the minimum community interest and locational requirements. Prior to ECR PPA execution ~~and as a condition of achieving the commercial operation date (COD) under the ECR PPA~~, developers must provide a complete list of customer subscribers, including, but not limited to: name, address, and subscription amount (specific requirements will be located on each IOU's website). The IOUs will confirm that the customer subscriptions meet all requirements prior to executing an ECR PPA ~~and as a condition of COD.~~ Pursuant to the Decision, the IOUs will permit a municipality or third-party institutional customer to guarantee subscription levels for new projects via attestation at both the PPR and PPA stage. Developers will also be required to verify customer subscription information as a condition of COD.

ECR Project Eligibility Requirements: The ECR Developer Tariff also includes some changes to the ReMAT tariff to reflect ECR project eligibility requirements. For example, ECR projects must be new solar resources with a nameplate rated generating capacity between 0.5 MW and 3 MW-alternating current.⁶⁰ ECR projects must also comply with the California Air Resources Board's Voluntary Renewable Electricity Program.⁶¹

⁵⁷ See D.15-01-051 at 67-68 (directing IOUs to base their assessment of community interest on the following criteria: "(a) documentation that community members have committed to enroll in 30% of the project's capacity or documentation that community members have provided expressions of interest in the project sufficient to reach 51% subscription rate; and (b) a minimum of three separate subscribers to reflect the 'shared' aspect of the program."). A guarantee of subscription levels from a third-party institutional customer or municipality working to develop ECR projects in its community also satisfies the community interest requirements. See *id.* at 68.

⁵⁸ See *id.* at 67 (requiring that ECR projects be located in the same municipality or county as customers, or within ten miles of the customer's address).

⁵⁹ For instance, a customer's subscription cannot be less than the equivalent of an annual average of either: (1) 100 kilowatt-hours (kWh) per month, or (2) 25 percent of the customer's load (in kWh) per month pursuant to Green-e requirements. Customers may also not subscribe to more than 120 percent of their forecast annual load. See *id.* at 69.

⁶⁰ See *id.* at 20, 36-37, 39, Finding of Fact 8.

⁶¹ See *id.* at 51; Cal. Pub. Util. Code § 2833(u).

Residential Customer Reservation: The IOUs also added additional tariff provisions and denial rights to the ECR Developer Tariff to implement the Decision's reservation for residential customers.⁶² Specifically, the IOUs reserve the right not to offer an ECR PPA to an ECR project if the project would cause the IOU to no longer have its reservation for residential customer participation in the GTSR Program, but allow the project to remain in the ECR queue. In addition, to implement the Decision's requirement that at least one ECR project have a residential subscription of at least 50 percent,⁶³ the IOUs reserve the right to execute an ECR PPA with an ECR project that has at least 50 percent residential subscription regardless of that project's place in the ECR queue, provided that the IOU has not yet meet this target and that, if multiple projects would allow the IOU to meet this target, the IOU will adhere to the ECR queue order for those projects. The IOUs also reserve the right to deny an ECR PPA to a project that would cause the IOU not to meet this target.

EJ Prioritization: The IOUs propose to prioritize EJ projects⁶⁴ in the ECR Developer Tariff by reserving the right to select EJ projects ahead of earlier-queued ECR projects that do not meet the EJ criteria, provided that the IOUs will adhere to ECR queue order for all EJ projects. The IOUs also reserve the right not to offer an ECR PPA to an ECR project if the project would cause the IOU to no longer have its reservation for EJ projects in the GTSR Program.

Initiating ECR Procurement: The IOUs plan to initiate ECR procurement following Commission approval of the IOU's individual ECR Developer Tariffs and ECR Riders,⁶⁵ Commission approval of a REC price to include in the ECR Rider, and each respective IOU's official customer-facing program launch (the timing of which is described in each IOU's CSIAL). Each IOU may review ECR developer marketing materials after the approval of the ECR Developer Tariff and ECR Rider but prior to program launch. However, ECR developers ~~will~~[may](#) need to wait until after the customer-facing program is launched to approach customers.

Ending ECR Procurement: The final ECR program period for each IOU will be the earlier of the November-December 2017 program period, or when the capacity remaining in the IOU's GTSR Program Cap reaches zero or a de minimus amount approaching zero.⁶⁶ This is consistent with the Decision's

⁶² See D.15-01-051 at 5, 68.

⁶³ See *id.* at 68.

⁶⁴ See *id.* at 33.

⁶⁵ This JPIAL includes a sample ECR Developer Tariff and ECR Rider. Following Commission approval of this JPIAL, the IOUs will need to individually file Tier 1 advice letters with their final conformed ECR Developer Tariffs and ECR Riders.

⁶⁶ Progress toward each IOU's GTSR Program Cap will be measured by: (1) the nameplate rated generating capacity of facilities procured to meet customer subscriptions served

directive that the IOUs not start new solicitations after January 31, 2018, unless the IOU's GTSR Program has been re-authorized or extended.⁶⁷

2. ECR RIDER TO STANDARD REMAT PPA

The Decision requires the JPIAL to include "a proposed ECR Rider for the ReMAT contract containing the additional terms that the developer must comply with to be part of the ECR component."⁶⁸ A sample of the ECR Rider is included as Attachment C. Each IOU will file an IOU-specific version of the ECR Rider via Tier 1 advice letter upon approval of this JPIAL. The ECR Rider acts as an amendment to each IOU's standard ReMAT PPA and includes all modifications to the ReMAT PPA needed for ECR procurement. Together, each IOU's ReMAT PPA and ECR Rider are referred to as the ECR PPA. The IOUs have included a sample ECR Rider based on SCE's ReMAT PPA. The sample ECR Rider reflects a substantive difference in the billing section via brackets for each IOU. Non-substantive differences such as variations in section references have not been reflected. Key elements of the ECR Rider are discussed below:

Payments: An ECR developer's payment for the subscribed energy of the ECR project is assigned to subscribing customers.⁶⁹ Thus, the ECR developer only receives payment from the IOU for unsubscribed energy. The payment for unsubscribed energy varies depending on whether the project meets the minimum subscription requirements.⁷⁰ ECR projects with customer subscriptions above the minimum subscription requirements are paid the ECR PPA price as adjusted by the time-of-delivery (TOD) factors for unsubscribed energy. ECR projects with subscriptions below the minimum subscription requirements (taking into account the five percent margin) are paid for unsubscribed energy at the lesser of: (1) the ECR PPA price as adjusted by the TOD factors, or (2) the DLAP price plus the market value of the REC.⁷¹

The IOUs have included the DLAP price for unsubscribed energy in the ECR PPA in accordance with the Decision. The IOUs note, however, that the DLAP price does not represent the actual value of the energy that the utility would be marketing at the project's energy delivery point. Rather, the DLAP price represents the integrated forward market price at which bids for demand within

pursuant to the IOU's Green Tariff program, and (2) the nameplate rated generating capacity of all ECR projects procured under the IOU's ECR program.

⁶⁷ See D.15-01-051 at 33. The IOUs are to file a Tier 3 advice letter by December 31, 2017 proposing to extend their GTSR Programs beyond January 1, 2019 (for new customers) or terminating their GTSR Programs as of that date. See *id.* at OP 13.

⁶⁸ *Id.* at 61-62.

⁶⁹ See *id.* at 65.

⁷⁰ The minimum subscription requirements are 50 percent of the capacity in the first year, 75 percent of the capacity in the second year, 95 percent of the capacity in the third year, and 100 percent thereafter, with a five percent margin.

⁷¹ See D.15-01-051 at 63-64.

the service territory clear, and thus represents the per MWh cost to the IOU of serving load. Use of the DLAP price to settle unsubscribed energy could result in cost-shifts between non-participating and participating customers. Conversely, the IOUs would purchase and then sell unsubscribed energy into the California Independent System Operator (CAISO) market at the Locational Marginal Price (LMP) of the PNode associated with the project. The LMP at the PNode accounts for the system-wide marginal energy price along with marginal costs of the congestion and losses at the particular location of a PNode within the CAISO system. Instead of using the DLAP price, the IOUs recommend paying for unsubscribed energy at the project-specific LMP. The PNode LMP represents the actual value of the unsubscribed energy, which will promote project siting efficiencies and is more consistent with non-participating customer indifference.⁷²

The market value of a REC will not be determined until Phase IV of the GTSR proceeding.⁷³ Therefore, this term remains undefined in the ECR Rider.

Updated Representations, Warranties, and Indemnities: The ECR Rider includes additional representations and warranties related to requirements of the Decision. These cover customer subscription levels, Green-e requirements, marketing, contents of the customer-developer agreement, a prohibition against selling subscriptions exceeding 100 percent of project capacity, a requirement that all instructions and customer information provided to the IOU are accurate, a prohibition against having an existing PPA with an IOU or another party for the ECR project, and conditions precedent to COD, among other things. The ECR developer also indemnifies the IOU against customer claims relating to bill credits.

Provisions Required in Customer-Developer Agreement (CDA):⁷⁴ The IOUs are not parties to or beneficiaries of the CDA.⁷⁵ However, the Decision requires the ECR Rider to include “terms regarding customer protection and developer behavior.”⁷⁶ As provided in the Decision, the ECR rider includes the following customer protections: program intent provisions, buyer beware provisions, customer complaint provisions, notification of status provisions, and provisions

⁷² [Resolution E-4734 at Footnote 49 invites the IOUs to request a different unsubscribed energy price during Phase IV of the proceeding.](#)

⁷³ See *id.* at 64.

⁷⁴ The CDA is referred to as the Customer-Seller Agreement in the ECR Rider.

⁷⁵ [The IOUs do not intend to ask for a copy of the CDA and, in no case, will require customers or developers to reveal the pricing component of a CDA.](#)

⁷⁶ D.15-01-051 at 62.

providing customer payments to the developer are refundable until the ECR project is operational.⁷⁷

Green-e Certification: ECR developers must meet all Green-e Energy National Standard requirements, in addition to Green-e marketing requirements. These include, but not limited to the following:

- If required by the respective IOU, developer agrees to complete, sign and return the Green-e Energy Tracking Attestation for Electricity and RECs.⁷⁸
- If ECR project is located on-site with an electricity user (e.g., rooftop system), developer agrees to procure Green-e Energy Host Attestations from any host, as required. Upon project operation, developer agrees to notify all on-site electricity users that no renewable energy from the ECR project is used on-site.⁷⁹
- Developer agrees to provide resources that are eligible under the Green-e Energy National Standard to all enrollees and agrees to Green-e Energy requirements posted on Green-e website.⁸⁰
- Developers will not be able to represent that they are Green-e Energy certified, rather the IOU program will be Green-e Energy certified.
- Developer agrees to only offer options compliant with the Green-e minimum purchase requirements. When RECs are sold on a one-time basis to a residential customer, the minimum purchase quantity shall be 100 kWh. Electricity products sold as kilowatts (kW) of capacity from or shares of a facility must deliver a minimum of 100 kWh a month averaged over a calendar year, or, if such products are supplied by community renewables facilities, they may instead deliver a minimum of 25% of the customer's monthly electricity use averaged over a calendar year.
- Developer agrees to disclose to customers the kW or kWh they are signing up for and disclose the price to be paid by customer per unit (kW or kWh).
- Developer agrees that all marketing will be accurate and in compliance with the Federal Trade Commission (FTC) and the FTC Green Guides, as well as in compliance with Green-e Energy Code of Conduct and

⁷⁷ See *id.* at 62, 74.

⁷⁸ Attestations are available at: http://green-e.org/verif_docs.html. This is a recurring obligation as attestations expire every few years.

⁷⁹ Excess sale agreements are not permitted under the ECR PPA.

⁸⁰ See www.green-e.org.

associated rules for participation in the California Enhanced Community Renewables Program.

- Developer understands that any electricity from which RECs have been sold separately is null power and can no longer be sold or marketed as renewable.
- Developer agrees not to make any statements or representations implying that renewable energy from one of its facilities is being used or delivered to any party unless developer knows that REC ownership specifically supports these statements.
- Developer agrees to provide Green-e required disclosures prior to sign up and also to enrolled customers in a welcome packet to be delivered within 60 days of generator commercial operation.
- Developers agree to give samples of all customer disclosure documents and marketing materials for each project to the respective IOU upon request and also in comprehensive submissions due February 1st and August 1st.

AmLaw 100 Securities Opinion: The Decision states that “prior to the IOU’s acceptance of any project that contains a customer-developer contract, the developer must include a securities opinion from an AmLaw 100 law firm stating that the arrangement complies with securities law, and that the IOU and its ratepayers are not at risk for securities claims associated with the project.”⁸¹ In accordance with the Decision, the IOUs are requiring ECR developers to provide an AmLaw 100 securities opinion prior to the execution of an ECR PPA.⁸² Because the precise language of a legal opinion will differ based on the law firm that prepares the opinion and the specific factual circumstances of the ECR developer’s business model, the IOUs do not believe it would be useful to require ECR developers to use a form legal opinion. However, the IOUs have included specific requirements for the AmLaw 100 securities opinion in the ECR Developer Tariff and ECR Rider.

~~**Event of Default:** The ECR Rider includes an additional Event of Default if, after the end of the first contract year, the ECR developer fails to maintain a six month consecutive rolling average subscribed ECR project capacity above 51 percent. The ECR developer has a 30 (calendar) day cure period. This Event of Default has been included to ensure that ECR projects fulfill their intended purpose of involving communities in the development of renewable projects.⁸³~~

⁸¹ See D.15-01-051 at 71.

⁸² This requirement is included in the ECR Developer Tariff.

~~⁸³ See D.15-01-051 at 64.~~

Increased Time for Settlements: IOU payments to developers pursuant to the ECR PPA are based on customer subscriptions to an ECR project. The ECR PPA includes an extended settlement period, not to exceed 90 days, to allow IOUs to verify the customer subscriptions.

Portable Subscriptions: Pursuant to the Decision, ECR subscriptions will be portable within an IOU's territory after the project reaches COD.⁸⁴ Post-COD, a PPA is signed for a given ECR project.⁸⁵ Further, once initial community interest is demonstrated and a PPA is signed for a given ECR project, subscribers must continue to be located in the project's community,⁸⁶ except for that project subscribers who move outside of the community, but still within the same IOU service territory, may retain their subscriptions to the ECR project.⁸⁷ may come from anywhere in the IOU's territory.⁸⁷

Excess Sale Arrangements: Excess sale arrangements are not permitted under the ECR PPA. Under this arrangement, a renewable facility would serve the needs of a site host first and then sell remaining electrical output to the respective IOU, and in the case of the ECR program, to the ECR customer subscribers. Given that most site host electrical demand is not constant month-to-month and could vary widely under some circumstances (including using all of the electrical output of a facility), customer subscription levels could not be guaranteed. The IOUs removed this provision of the standard ReMAT PPA as a customer protection.

VI. METHODOLOGY TO DETERMINE ADDITIONALITY OF GTSR PROCUREMENT

The Decision requires the JPIAL to “detail a standardized methodology to determine additionality of GTSR procurement in relation to other Commission programs.”⁸⁸ The Decision defines “additionality” as “meaning that GTSR subscriber demand should result in commensurate incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program.”⁸⁹

For Green Tariff procurement through the RAM 6 solicitations or the RAM tool, additionality is satisfied in several ways. First, Green Tariff procurement must be from new projects. Second, the IOUs' procurement targets for the Green Tariff program are

⁸⁴ See *id.* at 69.

⁸⁵ See *id.* at 69.

⁸⁶ See *id.* at 67 (requiring that ECR projects be located in the same municipality or county as customers, or within ten miles of the customer's address).

⁸⁷ See *id.* and Resolution E-4734 at OP 14.

⁸⁸ *Id.* at 33.

⁸⁹ *Id.* at 20.

incremental to any existing RAM targets.⁹⁰ Third, subscribed Green Tariff procurement will not count towards the IOUs' RPS goals.⁹¹

Likewise, ECR procurement must be from new projects. The IOUs have proposed an ECR Developer Tariff with an ECR queue and ECR capacity allocations that are separate from the ReMAT queue and capacity allocations. Therefore, ECR procurement does not count towards the ReMAT capacity allocations or program cap. Additionally, subscribed ECR procurement will not count towards the IOUs' RPS targets.⁹²

These requirements ensure the additionality of GTSR procurement compared to other Commission programs. The IOUs' GTSR procurement will result in incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program.

VII. EJ PRIORITIZATION

SB 43 provides that 100 MW of the statewide limitation for the GTSR Program shall be reserved for facilities that are no larger than 1 MW and that are located in areas previously identified by the California Environmental Protection Agency as "the most impacted and disadvantaged communities."⁹³ The Commission established an EJ reservation of 45 MW for PG&E, 10 MW for SDG&E, and 45 MW for SCE.⁹⁴ The Commission also directed the IOUs to use the CalEnviroScreen as the screening methodology for EJ projects and to work with the current CalEnviroScreen data to identify the top 20 percent of impacted communities in their service territories.⁹⁵ Each IOU submitted eligible EJ census tracts as part of their advice letters filed on February 23, 2015.⁹⁶

Unless specifically included in Phase IV of the GTSR proceeding, the JPIAL is to include proposals for prioritizing EJ projects.⁹⁷ For Green Tariff procurement through the RAM 6 solicitations, the IOUs have already addressed EJ projects in their RAM 6

⁹⁰ The IOUs' RAM 6 Green Tariff procurement targets are included in PG&E Advice 4605-E, SDG&E Advice 2717-E, and SCE Advice 3195-E.

⁹¹ Unsubscribed Green Tariff procurement may be counted towards the IOUs' RPS goals or bank through the RPS backstop. See Cal. Pub. Util. Code § 2833(s); D.15-01-051 at 43-50, COL 11.

⁹² As with Green Tariff procurement, unsubscribed ECR procurement may count towards the IOUs' RPS targets or bank pursuant to the RPS backstop.

⁹³ Cal. Pub. Util. Code § 2833(d)(1).

⁹⁴ See D.15-01-051 at OP 7.

⁹⁵ See *id.* at 52-55, COL 21.

⁹⁶ See PG&E Advice 4593-E (supplemented March 25, 2015); SDG&E Advice 3108-E (supplemented March 24, 2015); SCE Advice 3180-E (supplemented March 27, 2015).

⁹⁷ See D.15-01-051 at 33.

solicitation materials.⁹⁸ The IOUs will include their proposals for prioritizing EJ projects using the RAM tool in future RPS Procurement Plans.

For ECR procurement, the IOUs propose to prioritize EJ projects in the ECR Developer Tariff by reserving the right to select EJ projects ahead of earlier-queued ECR projects that do not meet the EJ criteria, provided that the IOUs will adhere to ECR queue order for all EJ projects.

Further discussion on EJ prioritization will be addressed as part of Phase IV of the GTSR proceeding.

VIII. MECHANISM AND REPORTING PROTOCOLS FOR TRACKING RECS AND REC RETIREMENT

The Decision permits the IOUs to supply Green Tariff customers from an interim pool of existing RPS resources that meet certain requirements (Interim Green Tariff Pool) until new dedicated Green Tariff procurement projects come online.⁹⁹ Each IOU's methodology for selecting and maintaining its Interim Green Tariff Pool is described in its respective CSIAL. This JPIAL describes joint mechanisms and reporting protocols for tracking RECs and REC retirement.

The Green Tariff procurement pool includes three possible configurations: (1) Interim Green Tariff Pool only; (2) Interim Green Tariff Pool combined with Green Tariff dedicated procurement; and (3) Green Tariff dedicated procurement only. The IOUs propose to track Green Tariff RECs through their existing REC tracking processes. The mechanism and reporting protocols for tracking Green Tariff RECs and REC retirement is similar among the IOUs and adaptable to all three Green Tariff procurement pool configurations.

On an annual basis, each IOU will identify its Interim Green Tariff Pool from a pre-determined approach defining how resources in the Interim Green Tariff Pool change, if at all. In general, each IOU's Interim Green Tariff Pool is comprised of a subset of its RPS portfolio sufficient to meet expected Green Tariff program demand, prior to dedicated Green Tariff procurement projects coming online. Each IOU will receive approval of its initial Interim Green Tariff Pool through its CSIAL. In subsequent years, each IOU will report its Interim Green Tariff Pool and any associated resource updates (if applicable) through its Energy Resource Recovery Account (ERRA) Forecast proceeding or through a Tier 1 advice letter filing.

On at least an annual basis after the Green Tariff program begins (Reconciliation Period), each IOU's Energy Procurement function will receive a report from its Customer Service function outlining the total enrolled Green Tariff customer demand for the Reconciliation Period. In the initial years before Green Tariff dedicated procurement

⁹⁸ See PG&E Advice 4605-E; SDG&E Advice 2717-E; SCE Advice 3195-E.

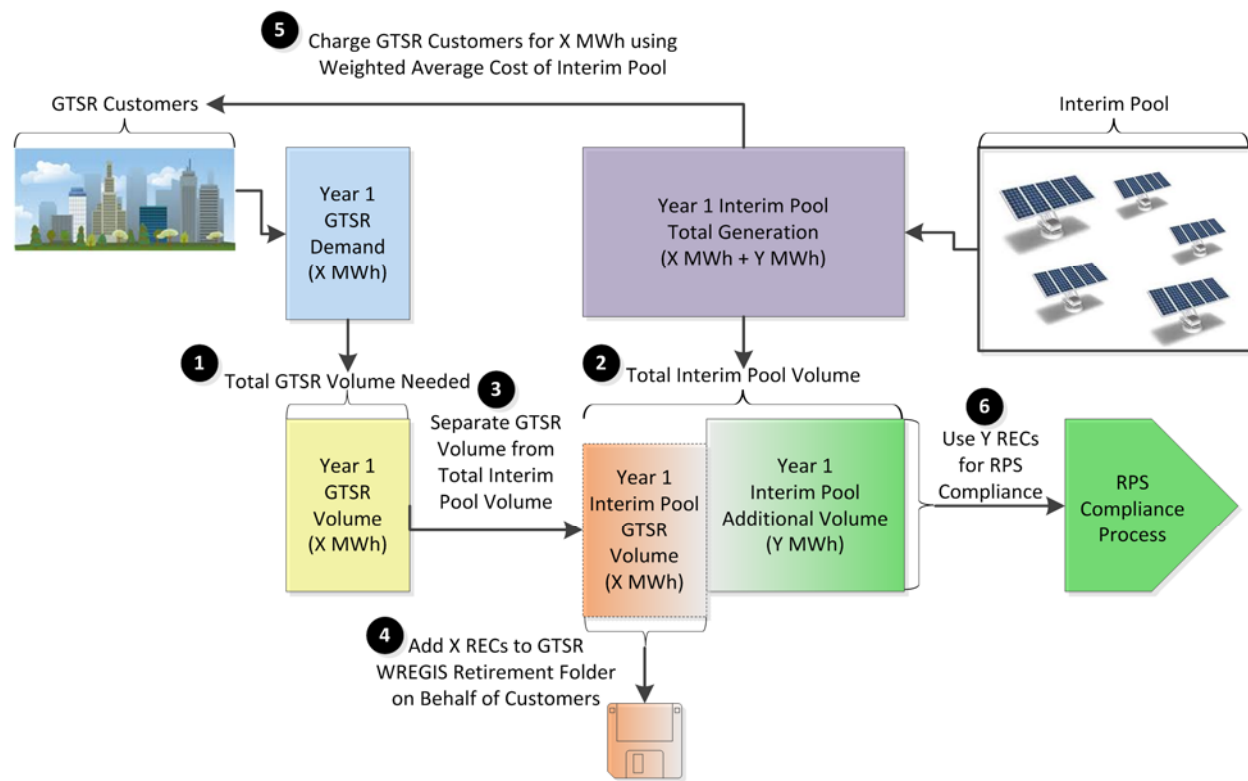
⁹⁹ See D.15-01-051 at 39-43.

comes online, each IOU's Energy Procurement function will identify a sufficient amount of RECs generated from Green-e certified projects in the Interim Green Tariff Pool to match actual Green Tariff customer energy use for that Reconciliation Period. Each IOU will then retire these RECs on behalf of Green Tariff customers by transferring the designated RECs into a Western Renewable Energy Generation Information System (WREGIS) retirement sub-account established for that calendar year's Green Tariff program. These RECs will not count towards the IOU's RPS targets.

The remaining RECs generated by the Interim Green Tariff Pool during the Reconciliation Period may be transferred to the IOU's appropriate WREGIS sub-account used for RPS compliance and may be counted towards the IOU's RPS targets or RPS bank.

Figure 1 below outlines the process.

Figure 1



As Green Tariff dedicated procurement projects come online, each IOU will retire RECs from the Green Tariff dedicated procurement projects first in order to match demand from customers enrolled in the Green Tariff program. As provided in the Decision, the IOUs will establish separate WREGIS retirement sub-accounts for RECs associated with the Interim Green Tariff Pool and RECs associated with dedicated Green Tariff

procurement and retire the RECs in the appropriate sub-account.¹⁰⁰ To the extent that there are insufficient RECs generated from Green Tariff dedicated procurement projects to match demand from customers enrolled in the Green Tariff program, the IOUs will retire RECs generated from the projects in the Interim Green Tariff Pool to fill this gap.

If generation from Green Tariff dedicated procurement projects exceeds the demand of Green Tariff customers enrolled in the program in any Reconciliation Period, i.e., the dedicated procurement projects generate more energy than is needed to meet the demand of the subscribed customers, then each IOU may allocate that procurement to its RPS portfolio for RPS compliance purposes and may transfer the RECs to the IOU's appropriate WREGIS sub-account used for RPS compliance.

REC tracking and retirement will be similar for the ECR program with the exception that there is no interim pool for the ECR program because ECR customers will not receive any ECR bill credits and charges until their dedicated ECR project comes online. Thus, the ECR procurement pool only includes one possible configuration: ECR dedicated procurement only.

On at least an annual basis after the ECR program begins (Reconciliation Period), each IOU's Energy Procurement function and Customer Service function will work together to identify the total ECR customer subscriptions for each ECR project, the energy generated by each ECR project, and the portion of that energy that was subscribed by ECR customers, for the Reconciliation Period. Each IOU's Energy Procurement function will identify a sufficient amount of RECs generated from each ECR project to match the portion of the ECR project's energy that was subscribed by ECR customers for the Reconciliation Period. Each IOU will then retire these RECs on behalf of ECR customers by transferring the designated RECs into a WREGIS retirement sub-account established for that calendar year's ECR program. These RECs will not count towards the IOU's RPS targets.

The remaining RECs generated by ECR projects during the Reconciliation Period (i.e., those associated with unsubscribed energy) may be transferred to the IOU's appropriate WREGIS sub-account used for RPS compliance and may be counted towards the IOU's RPS targets or RPS bank.

On an annual basis, each IOU will submit to the Commission a new annual report (included as Attachment D and discussed in Section X) that tracks the amount of RECs transferred between the RPS and GTSR programs.

IX. METHODOLOGY FOR TRACKING AND MAINTAINING SEPARATION BETWEEN INTERIM GREEN TARIFF POOL AND RPS RESOURCES

¹⁰⁰ See *id.* at 51 (“[F]or the purpose of tracking and reporting SB 43 compliance, the IOUs should establish separate WREGIS sub-accounts for RECs associated with Interim GTSR Pool projects and RECs associated with SB 43 compliant new procurement.”).

As described in Section VIII above, each IOU will receive approval of its initial Interim Green Tariff Pool through its CSIAL. In subsequent years, each IOU will report its Interim Green Tariff Pool and any associated resource updates (if applicable) through its ERRA Forecast proceeding or through a Tier 1 advice letter filing. Each IOU's Energy Procurement function is responsible for ensuring that Interim Green Tariff Pool RECs required to meet Green Tariff customer demand for a given year are retired on behalf of those customers in a WREGIS retirement sub-account established for that calendar year's Green Tariff program.

Separately, each IOU will implement accounting procedures to ensure that energy procurement costs associated with the portion of the Interim Green Tariff Pool used to meet Green Tariff customer demand are allocated to Green Tariff customers. To do this, each IOU plans to use the forecast weighted average, TOD-adjusted contract costs of all projects in each IOU's respective Interim Green Tariff Pool to establish the Renewable Power Rate (RPR).¹⁰¹ Then the total cost to be allocated to Green Tariff customers on a recorded basis will be based on the weighted average, TOD-adjusted contract costs of all projects in the Interim Green Tariff Pool multiplied by the actual kWh delivered under all Green Rate customer subscriptions. This cost will be credited to each IOU's ERRA Balancing Account at least annually and recorded in each IOU's GTSR Balancing Account. Once Green Tariff dedicated procurement projects come online, the RPR will be based on the weighted average, TOD-adjusted contract costs of all projects in the Green Tariff dedicated procurement pool (averaged with the contract costs of projects from the Interim Green Tariff Pool on a weighted basis based on the number of RECs retired from each pool, if necessary).

Each IOU will also adjust its RPS tracking and forecasting models to reflect the projected growth of the Green Tariff program, the projected or actual transfer of generation from the RPS program to the Green Tariff program at start-up through the Interim Green Tariff Pool, and the projected or actual transfers from the Green Tariff and ECR programs to the RPS program. Each IOU will update key RPS reports to reflect the results of these forecast models and actual data, including the annual RPS compliance report, annual RPS Procurement Plans, and any other renewable net short calculations submitted by the IOUs.

Furthermore, as discussed in Section XI below, the IOUs' retail sales for the purposes of calculating RPS goals should be adjusted to deduct any kWh of renewable generation that are used to serve customers in the Green Tariff and ECR programs.¹⁰² This adjustment should also be reflected in key RPS reports such as the annual RPS compliance report, annual RPS Procurement Plans, and any other renewable net short calculations submitted by the IOUs.

¹⁰¹ One REC equals one MWh of generation.

¹⁰² See Cal. Pub. Util. Code § 2833(t).

X. TEMPLATE FOR ANNUAL REPORT THAT TRACKS GENERATION TRANSFERRED BETWEEN RPS AND GTSR PROGRAMS

As part of the JPIAL, the IOUs are to include a template for an annual report that tracks the amount of generation transferred between the RPS and GTSR programs (both RPS to GTSR at start-up and GTSR to RPS in the event of overprocurement).¹⁰³ A template for this annual report is included as Attachment D. The IOUs define a “transfer” as when a REC is created from one pool of resources (RPS in the case of the Interim Green Tariff Pool, GT in the case of the Green Tariff dedicated procurement pool, or ECR in the case of energy from the unsubscribed portion of an ECR project) and retired into a retirement sub-account for the other pool of resources (RPS or GT).¹⁰⁴

The IOUs propose to file this report on September 1st annually following the launch of each IOU’s GTSR Program. A September 1st filing date is one month after the August 1st filing date for the annual RPS compliance reports and enables the IOUs to best operationalize the GTSR reporting function in conjunction with RPS reporting functions. A September 1st filing date also provides IOUs the flexibility to use all Green-e Energy certified product, which can include “renewables that are generated in the calendar year in which the product is sold, the first three months of the following calendar year, or the last six months of the prior calendar year,”¹⁰⁵ to meet GTSR Program customer demand. Additionally, WREGIS creates certificates¹⁰⁶ 90 days following the end of the generation months, such that certificates for March generation are not created in WREGIS until the end of June.¹⁰⁷

XI. PROPOSED CHANGES TO RPS PROGRAM

One change to the RPS program rules that is need to implement the GTSR Program is an adjustment to the IOUs’ retail sales for the purposes of calculating RPS targets. Public Utilities Code Section 2833(t) provides that: “In calculating its procurement requirements to meet the requirements of the California Renewables Portfolio Standard Program . . . , a participating utility may exclude from total retail sales the kilowatthours generated by an eligible renewable energy resource that is credited to a participating customer pursuant to the utility’s green tariff shared renewables program, commencing with the point in time at which the generating facility achieves commercial operation.”

This statutory provision should be incorporated into the RPS program rules to allow the IOUs to adjust their retail sales for the purposes of calculating RPS targets to deduct

¹⁰³ See D.15-01-051 at Attachment B.

¹⁰⁴ RECs from the unsubscribed portion of an ECR project will only be retired into RPS.

¹⁰⁵ See Center for Resource Solutions, “Green-e Energy National Standard,” Version 2.6, April 16, 2015, Section III.B (page 9), available at: [http://www.green-e.org/docs/energy/Appendix%20D Green-e%20Energy%20National%20Standard.pdf](http://www.green-e.org/docs/energy/Appendix%20D%20Green-e%20Energy%20National%20Standard.pdf).

¹⁰⁶ WREGIS refers to RECs as certificates.

¹⁰⁷ See Western Electricity Coordinating Council, “WREGIS Operating Rules,” July 15, 2013, Section 12.2 (page 38), available at: <http://www.wecc.biz/Corporate/WREGIS%20Operating%20Rules%20072013%20Final.pdf>.

subscribed generation under the Green Tariff and ECR programs. This change should be reflected in annual RPS compliance reports, annual RPS Procurement Plans, and other relevant filings.

Additionally, the IOUs plan to use their annual RPS Procurement Plans to update their progress in the GTSR Program and to propose any changes to the RPS program necessary to effectively implement the GTSR Program.

XII. PROPOSED TARIFF CHANGES

Pursuant to the discussion above, the IOUs each propose to establish a new ECR Developer Tariff and an ECR Rider to the standard ReMAT PPA. Samples of these documents are provided herein as Attachments A and C. Upon approval of the JPIAL, each IOU will separately file the final versions of these tariffs via a Tier 1 advice letter (unless otherwise directed by the Commission) to officially incorporate them as part of its tariff book.

XIII. REQUEST FOR COMMISSION APPROVAL

The IOUs request that the Commission issue a resolution containing:

1. Approval of this JPIAL in its entirety;
2. A finding that the ECR PPA, and the IOUs' entry into ECR PPAs, is reasonable and prudent for all purposes, including, but not limited to, recovery in rates of payments made pursuant to ECR PPAs and administrative costs associated with ECR PPAs, subject only to further review with respect to the reasonableness of the IOUs' administration of ECR PPAs; and
3. Any other and further relief as the Commission finds just and reasonable.

XIV. LIST OF ATTACHMENTS

- | | |
|---------------|------------------------------------------------------------------------------------------|
| Attachment A: | Sample ECR Developer Tariff |
| Attachment B: | Matrix of Changes in ECR Developer Tariff Compared to ReMAT Tariff |
| Attachment C: | Sample ECR Rider |
| Attachment D: | Template for Annual Report Tracking Generation Transferred Between RPS and GTSR Programs |

XV. TIER DESIGNATION

Pursuant to OP 2 of the Decision, this advice filing is submitted with a Tier 3 designation.

XVI. EFFECTIVE DATE

This advice filing will become effective upon Commission approval.

XVII. NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice filing should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

Megan Caulson
Regulatory Tariff Manager
San Diego Gas & Electric Company
9305 Lightwave Ave, SD1190
San Diego, CA 92123
E-mail: MCaulson@semprautilities.com

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B and A.12-01-008 et al. service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com, SDG&ETariffs@semprautilities.com, PGETariffs@pge.com, or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>. To view other SDG&E advice letters filed with the Commission, visit SDG&E's web site at <http://www.sdge.com/rates-regulations/tariff-information/advice-letters>. To view other PG&E advice letters filed with the Commission, visit PG&E's web site at <http://www.pge.com/tariffs/>.

For questions directed at SCE, please contact Katie Sloan at (626) 302-6842 or by electronic mail at Katie.Sloan@sce.com. For questions directed at SDG&E, please contact Megan Caulson at (858) 654-1748 or by electronic mail at MCaulson@semprautilities.com. For questions directed at PG&E, please contact Jennifer Wirowek at (415) 973-1419 or by electronic mail at J6ws@pge.com.

Southern California Edison Company

/s/ Russell G. Worden
Russell G. Worden

RGW:ks:jm
Enclosures

Attachment C
Supplemental Sample ECR
Developer Tariff
CLEAN

[PG&E: SCHEDULE E-ECR-PDT; SCE: SCHEDULE GTSR-CR-PDT; SDG&E: SCHEDULE ECR-PDT]
[PG&E: E-Enhanced Community Renewables Project Development Tariff; SCE: Green Tariff Shared
Renewables Community Renewables Project Development Tariff; SDG&E: Enhanced Community
Renewables Project Development Tariff]

A. APPLICABILITY

The [PG&E: E-Enhanced Community Renewables (E-ECR) Project Development Tariff (PDT); SCE: Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Project Development Tariff (PDT); SDG&E: Enhanced Community Renewables (ECR) Project Development Tariff (PDT)] schedule (Schedule [PG&E: E-ECR-PDT; SCE: GTSR-CR-PDT; SDG&E: ECR-PDT] or this Schedule) implements, in part, one of two Green Tariff Shared Renewables (GTSR) programs (GTSR Programs) pursuant to California Public Utilities Code (PUC) Sections 2831-2834 and California Public Utilities Commission (CPUC) Decision (D.) 15-01-051. This Schedule is available, on a first-come, first-served basis, to applicants (ECR Applicants) who (i) own or control an ECR Facility (or ECR Project), (ii) meet the ECR Eligibility Criteria outlined herein, and (iii) submit a complete ECR Program Participation Request (ECR PPR).

This Schedule will close to ECR Applicants submitting new ECR PPRs on the earlier of: (i) the conclusion of the November-December 2017 ECR Period, or (ii) the date upon which the combined nameplate rated generating capacity of ECR Facilities participating under this Schedule and facilities procured to meet Customer Subscriptions served under [PG&E: E-ECR; SCE: Schedule GTSR-GR; SDG&E: Schedule GTSR] reaches [PG&E: 272; SCE: 269; SDG&E: 59] megawatts-alternating current (MW-AC) (GTSR Program Cap), which represents [PG&E's; SCE's; SDG&E's] allocated share of the total statewide GTSR Program cap of 600 MW-AC.

As a prerequisite for participating under this Schedule, an ECR Applicant must provide [PG&E; SCE; SDG&E] with a copy of its proposed marketing plan and marketing materials prior to marketing its ECR Project to any potential ECR Customers and prior to submitting a PPR. [PG&E; SCE; SDG&E] will review the marketing plan and marketing materials for the limited purpose of reviewing whether the materials contain specified information as outlined on [PG&E's; SCE's; SDG&E's] website, and will provide notice to the ECR Applicant regarding whether the information provided satisfies the criteria. If [PG&E; SCE; SDG&E], in its reasonable discretion, determines that the marketing plan and/or marketing materials do not meet the criteria, the ECR Applicant must update the materials and re-submit the documentation to [PG&E; SCE; SDG&E] prior to submitting a PPR or marketing its ECR Project to any potential ECR Customers. The Customer Developer Agreement (CDA) is not considered part of the ECR Applicant's marketing plan or marketing materials and should not be included in the marketing package sent to [PG&E; SCE; SDG&E] for review.

B. EFFECTIVE DATE

The Effective Date of this Schedule is November 20, 2015, pursuant to CPUC Resolution E-4734.

C. TERRITORY

[PG&E's; SCE's; SDG&E's] electric service territory.

D. ECR ELIGIBILITY CRITERIA

An ECR Applicant must meet the eligibility criteria outlined below (ECR Eligibility Criteria):

1. Territory: The ECR Project must be physically located within [PG&E's; SCE's; SDG&E's] electric service territory, and must be interconnected to [PG&E's; SCE's; SDG&E's] electric distribution system.
2. New Eligible Renewable Energy Resource: The ECR Project must be a New Facility that generates electricity using only a solar resource that is an Eligible Renewable Energy Resource as defined in PUC Section 399.12. Projects that include solar coupled with energy storage are not eligible to participate under this Schedule.
3. Qualifying Facility: The ECR Project must be a Qualifying Facility, as defined by the Federal Energy Regulatory Commission. See 16 U.S.C. § 824a-3(b); 18 C.F.R. § 292.304(a)(2).
4. California Air Resources Board's (CARB's) Voluntary Renewable Electricity (VRE) Program: All renewable energy resources procured on behalf of ECR Customers from an ECR Project shall comply with the CARB's VRE Program. California-eligible greenhouse gas allowances associated with purchases from an ECR Project shall be retired on behalf of ECR Customers as part of the VRE Program.
5. Contract Capacity: The nameplate rated generating capacity of the ECR Project cannot be less than 0.5 MW-AC and cannot exceed 3.0 MW-AC.
6. Interconnection Study / Strategically Located: An ECR Applicant's ECR Project must have passed the Fast Track Initial Review screens, passed Supplemental Review, completed a [PG&E; SCE; SDG&E] System Impact Study in the Independent Study Process, or completed a [PG&E; SCE; SDG&E] Phase 1 Study in the Distribution Group Study Process or Transmission Cluster Study Process (Interconnection Study).
 - a. The ECR Project must be interconnected to [PG&E's; SCE's; SDG&E's] distribution system, and the ECR Project's most recent Interconnection Study or Interconnection Agreement must affirmatively support the ECR Project's ability to interconnect (i) within twenty-four (24) months of the execution of the Renewable Market Adjusting Tariff (Re-MAT) Power Purchase Agreement (PPA) ([PG&E: Form # 79-1150; SCE: Form # 14-934; SDG&E: Form # 142-0610]) (Re-MAT PPA) and ECR Rider ([PG&E: Form # XX-XXXX; SCE: Form # 14-963; SG&E: Form # XXX-XXXX]) (collectively referred to herein as the ECR PPA) and (ii) without requiring transmission system Network Upgrades in excess of \$300,000.
 - b. If both [PG&E's; SCE's; SDG&E's] Rule 21 and Wholesale Distribution Access Tariff (WDAT) are applicable and available to an ECR Project in a given situation, the ECR Applicant can choose to pursue interconnection for the ECR Project under either Rule 21 or WDAT, until the CPUC makes a determination otherwise. After such a CPUC decision, ECR Projects must interconnect as stipulated in that CPUC decision, except that those ECR Projects that requested interconnection pursuant to Rule 21 or WDAT and had submitted an ECR PPR under this Schedule that was deemed complete by [PG&E; SCE; SDG&E] prior to any final CPUC decision will not be required to switch interconnection tariffs and will continue to be eligible to receive service under this Schedule, provided the ECR Project is otherwise eligible.
7. Site Control: The ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation that it has 100% site control for the ECR Project through: (a) direct ownership; (b) lease; or (c) an option to lease or purchase that may be exercised upon execution of the ECR PPA. The ECR Applicant is required to submit a map showing the boundary of the Site for which the ECR Applicant has control as part of the ECR PPR. [PG&E; SCE; SDG&E] reserves the right to request additional information.

8. Developer Experience: The ECR Applicant must provide to [\[PG&E; SCE; SDG&E\]](#) an attestation that at least one member of its development team has: (a) completed the development of at least one project of similar technology (solar) and capacity; or (b) begun construction of at least one other project of similar technology (solar) and capacity. A project less than 1 MW-AC will be deemed to be similar in capacity to an ECR Project up to 1 MW-AC. A project between 1 MW-AC and 3 MW-AC will be deemed to be similar in capacity to an ECR Project up to 3 MW-AC. For example, for a 3 MW-AC ECR Project, a project of similar capacity cannot be smaller than 1 MW-AC.
9. Daisy Chaining: The ECR Applicant must provide to [\[PG&E; SCE; SDG&E\]](#) an attestation that the exporting project(s) being developed, owned or controlled by the ECR Applicant or the ECR Applicant's Affiliates on any single or contiguous pieces of property does not have a combined Contract Capacity in excess of 3 MW-AC. [\[PG&E; SCE; SDG&E\]](#) may, at its sole discretion, determine that the ECR Applicant does not satisfy this ECR Eligibility Criteria if the ECR Project appears to be part of an installation larger than 3 MW in the same general location that has been or is being developed by the ECR Applicant or the ECR Applicant's Affiliates, or appears to be sharing facilities with one or more projects.
10. Other Incentives: An ECR Project that previously received incentives under the California Solar Initiative (CSI) or the Self-Generation Incentive Program (SGIP) is ineligible for participation under this Schedule.
11. Net Energy Metering (NEM): An ECR Project served under this Schedule cannot concurrently receive service as a Renewable Electrical Generating Facility under any NEM tariff.
12. Concurrent Participation under Schedule Re-MAT: Separate queues are maintained for projects requesting service under this Schedule (ECR Queue) and Schedule Re-MAT. As such, an ECR Applicant cannot submit a PPR or maintain a position in the queue for the same project under both this Schedule and Schedule Re-MAT. For the purposes of this Section D.12 only, projects that share, utilize, or are based on the same interconnection request, study or agreement will be considered the same project.
13. Community Location: Subscribing ECR Customers must be physically located within the same municipality or county as the ECR Project, or within ten miles of the ECR Project, prior to the execution of the ECR PPA. After the ECR PPA is executed with [\[PG&E; SCE; SDG&E\]](#), subscribing ECR Customers must be located anywhere within [\[PG&E's; SCE's; SDG&E's\]](#) service territory.
14. Community Interest: An ECR Applicant must provide to [\[PG&E; SCE; SDG&E\]](#) an attestation that: (a)(i) ECR Customers who meet the Community Location requirements described above have committed to enroll in 30% of the ECR Project's capacity, or (ii) ECR Customers who meet the Community Location requirements described above have provided expressions of interest in the ECR Project sufficient to reach a subscription amount of at least 51% of the ECR Project's capacity; and, (b) a minimum of three separate ECR Customers who meet the Community Location requirements described above have committed to enroll or have provided the necessary expressions of interest to reflect the shared aspect of the ECR program (Minimum Community Interest Requirements). A guarantee of subscription levels from a third-party institutional customer or municipality working to develop an ECR Project in its Community satisfies the Minimum Community Interest Requirements. Criteria for satisfying the Minimum Community Interest Requirements are further defined on [\[PG&E's; SCE's; SDG&E's\]](#) website. This attestation is required as part of the ECR PPR. ECR Applicants are further required to confirm in each ECR Program Period and as part of the ECR PPA that their ECR Project continues to meet the Minimum Community Interest Requirements outlined herein and all other ECR Eligibility Criteria. As discussed under Section I.1 below, prior to the execution of the ECR PPA, ECR Applicants are required to provide to [\[PG&E; SCE; SDG&E\]](#), at minimum and according to

- the instructions listed on [PG&E's; SCE's; SDG&E's] website, a list of ECR Customers and their associated information, or the required attestation from a third-party institutional or municipal customer, which is subject to verification by [PG&E; SCE; SDG&E], for the specific ECR Project.
15. ECR Customer Eligibility: All ECR Customers must meet the eligibility requirements as provided in [PG&E: E-ECR; SCE: Schedule GTSR-CR; SDG&E: Schedule ECR].
 16. Green-e[®] Energy Compliance: An ECR Applicant's ECR Project must meet Green-e[®] Energy eligibility criteria throughout the Delivery Term of the ECR PPA. An ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation stating that the ECR Project meets the marketing, reporting and other requirements of the Green-e[®] Energy Program to be able to produce Green-e[®] Energy eligible product in accordance with the Green-e[®] Energy National Standard in effect at the time of ECR PPA execution. The ECR Applicant must agree to adhere to the Green-e[®] Energy program's marketing, disclosure and additional requirements as specified in the Green-e[®] Energy program website, the ECR PPA and/or [PG&E's; SCE's; SDG&E's] website, which includes being subject to audits to ensure compliance with the Green-e[®] Energy Program. The ECR Applicant must agree in the ECR PPA that it will complete, sign and return, on an annual basis or whenever required by [PG&E; SCE; SDG&E] or the Center for Resource Solutions, the Green-e[®] Energy Attestation From Generator Participating in a Tracking System form, or its successor form, to [PG&E; SCE; SDG&E]. The ECR Applicant will, throughout the Delivery Term of the ECR PPA, be responsible for all costs incurred to obtain and maintain Green-e[®] Energy certification and compliance.
 17. Securities Opinion: Concurrent with ECR PPA execution, the ECR Applicant must provide an original legal opinion, in form and substance acceptable to [PG&E; SCE; SDG&E], and addressed to [PG&E; SCE; SDG&E], issued by a law firm listed in *The American Lawyer* annual "AmLaw 100" list for the then-current year stating that the transactions between the ECR Customers and the ECR Applicant: (a) comply with securities law, and that [PG&E; SCE; SDG&E] and its ratepayers are not at risk for securities claims associated with the ECR Project, and (b) comply with one of the following (i) do not involve the offer or sale of "securities" under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, or (ii) involve the offer or sale of securities exempt from registration under federal securities law and qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to [PG&E; SCE; SDG&E] in its reasonable discretion. The ECR Applicant must submit to [PG&E; SCE; SDG&E] an attestation from an officer of the ECR Applicant that the fact certificate provided by an officer of the ECR Applicant to the law firm issuing the legal opinion is true and complete and that the ECR Applicant's business model with ECR Customers is, and throughout the Delivery Term will be, as described in the legal opinion. [PG&E; SCE; SDG&E] has no obligation to execute an ECR PPA with the ECR Applicant if the ECR Applicant either fails to provide the required legal opinion or provides an opinion that does not meet the requirements described above.
 18. The ECR Project must be a New Facility and cannot have an existing PPA or other contract for energy and/or capacity deliveries to [PG&E; SCE; SDG&E], or any other counterparty, for the same ECR Project at the time of execution of the ECR PPA.
 19. CCA Code of Conduct: The ECR Applicant must provide an attestation to [PG&E; SCE; SDG&E] that the ECR Applicant has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it.

E. ECR PROGRAM PARTICIPATION REQUEST (PPR)

The ECR PPR requirements and review process are as follows:

1. An ECR Applicant must submit a complete ECR PPR to be eligible for service under this Schedule and must submit the following ECR PPR items. Information on how to submit the ECR PPR is available on [\[PG&E's; SCE's; SDG&E's\]](#) website. An ECR PPR must include:
 - a. PPR Fee: An ECR Applicant must pay a non-refundable application fee as part of each ECR PPR submission, consistent with the PPR fee included in Schedule Re-MAT, which is currently set at \$2/kilowatt-alternating current (kW-AC). The ECR PPR fee is not applicable toward the Collateral Requirements under the ECR PPA. The manner and form of payment is specified by [\[PG&E; SCE; SDG&E\]](#) on its website and/or information technology system.
 - b. PPR Form: ECR Applicants must submit the ECR PPR form in a manner and form specified by [\[PG&E; SCE; SDG&E\]](#).
 - c. Supporting Documentation: Supporting documentation, including but not limited to the items below, must be submitted.
 - i. A copy of the most recent Interconnection Study or Interconnection Agreement for the ECR Project. Any new or amended Interconnection Study or Interconnection Agreement must be submitted to [\[PG&E; SCE; SDG&E\]](#) within five (5) business days of receipt of the study or agreement.
 - ii. A completed copy of Appendix E of the ECR PPA, including but not limited to a single line diagram, site legal description, Assessor Parcel Number (APN), site map clearly outlining the border of the ECR Project site for which site control exists, and any other documentation as specified on [\[PG&E's; SCE's; SDG&E's\]](#) website.
 - iii. A Geographic Information System file of the ECR Project boundary information.
 - iv. An attestation that includes the percentage ownership that the ECR Applicant and ECR Applicant's Affiliates have in each ECR Project for which an ECR PPR has been submitted. The ECR Applicant must also provide an organizational chart to indicate the ECR Applicant's parent companies and ECR Applicant's Affiliates. ECR Customers are not considered owners for the purpose of calculating percentage ownership for this required attestation. The determination of the percentage of ownership that an ECR Applicant holds in an ECR Project will be made by the ECR Applicant based on accounting standards and/or project financing conventions. [\[PG&E; SCE; SDG&E\]](#) does not have an obligation to review materials or documents related to an ECR Applicant's ownership or financing of an ECR Project and does not have an obligation to advise an ECR Applicant on the percentage ownership that an ECR Applicant has in an ECR Project. [\[PG&E; SCE; SDG&E\]](#) shall have the right to request and review the ECR Applicant's ownership calculation and supporting documentation. The ECR Applicant must submit an updated attestation within five (5) business days of any change in ownership.
 - v. An attestation that all marketing plans and marketing materials have been reviewed by [\[PG&E; SCE; SDG&E\]](#) and acknowledgement that no substantive changes shall be made to the marketing plans and marketing materials reviewed by [\[PG&E; SCE; SDG&E\]](#) without [\[PG&E's; SCE's; SDG&E's\]](#) prior review throughout the Delivery Term of the ECR PPA.
 - vi. An attestation that the ECR Applicant has received and read Attachment 1 of the CCA Code of Conduct Decision (D.12-12-036), and will not circumvent it.
 - vii. All attestations required in this Schedule, including but not limited to those specifically required in Section D above for site control, developer experience, daisy chaining, community location, community interest, marketing, CCA Code of Conduct and Green-E® Energy compliance.

- viii. Such other information and documentation that [PG&E; SCE; SDG&E] may request to verify compliance with the ECR Eligibility Criteria.
- d. Review Period and ECR Queue Number Assignment: Within thirty (30) business days of receiving an ECR PPR, [PG&E; SCE; SDG&E], in its sole discretion, will confirm whether the ECR Applicant's ECR PPR is deemed complete and satisfies the ECR Eligibility Criteria. ECR Projects will be assigned a program position (ECR Queue Number) in the ECR Queue once the ECR PPR is deemed complete by [PG&E; SCE; SDG&E]. ECR Projects are not placed in or considered part of any Schedule Re-MAT Product Type Queue. If the ECR PPR is deemed complete, the ECR Queue Number is based on the date and time that the ECR PPR was received by [PG&E; SCE; SDG&E].
- e. ECR PPR Rejection: If an ECR Applicant's ECR PPR is deemed incomplete, or the ECR Applicant is otherwise ineligible for an ECR PPA, [PG&E; SCE; SDG&E] will notify the ECR Applicant that the ECR PPR has been rejected (i.e., the ECR PPR is null and void). If rejected, the ECR Applicant will be required to submit a new correct and complete ECR PPR demonstrating the ECR Applicant's and ECR Project's eligibility. The ECR Applicant's ECR Queue Number will be based on the date and time of the re-submitted, correct and complete ECR PPR.
- f. Cure Period: [PG&E; SCE; SDG&E], in its sole discretion, may permit an ECR Applicant to cure minor deficiencies, as determined by [PG&E; SCE; SDG&E], by re-submitting the ECR PPR (or a subset thereof) within ten (10) business days of notice from [PG&E; SCE; SDG&E] of the deficiency. To be permitted to cure the deficiencies identified by [PG&E; SCE; SDG&E], the ECR Applicant's original ECR PPR must demonstrate that the ECR Applicant's ECR Project was eligible at the time of submittal. ECR Applicants whose ECR PPRs contain material substantive issues with the ECR Eligibility Criteria will be deemed incomplete and rejected. [PG&E; SCE; SDG&E] will review a re-submitted ECR PPR within thirty (30) business days of receipt of the re-submitted ECR PPR. If the re-submitted ECR PPR is deemed complete after the second review, the ECR Queue Number assignment will be based on the date that the ECR PPR was initially received by [PG&E; SCE; SDG&E]. Failure to re-submit the ECR PPR within ten (10) business days of notice from [PG&E; SCE; SDG&E] to correct the minor deficiency shall result in the ECR PPR being rejected, as described in Section E.1.e above.
- g. Change in Eligibility: ECR Applicants are required to confirm in each ECR Program Period that their ECR Project meets the ECR Eligibility Criteria outlined herein. If an ECR Applicant and/or ECR Project previously deemed eligible to participate under this Schedule no longer meets the ECR Eligibility Criteria, the ECR Applicant must immediately notify [PG&E; SCE; SDG&E] and shall relinquish its ECR Queue Number for the applicable ECR PPR. The ECR PPR will be deemed rejected, as described in Section E.1.e above.
- 2. Once an ECR Applicant has an ECR Queue Number for its proposed ECR Project, the information provided in the ECR PPR regarding the ECR Project may not be modified, unless permitted or approved by [PG&E; SCE; SDG&E], and shall be used for the completion of the ECR PPA. [PG&E; SCE; SDG&E] will indicate what information, if any, in the ECR PPR can be modified in its ECR PPR materials, website, and/or information technology system.
- 3. An ECR Applicant may contest a determination of ineligibility through the CPUC's standard complaint procedure set forth in Article 4, Complaints, of the CPUC's Rules of Practice and Procedure.

F. ECR PPR SUBMISSION DATES AND PROGRAM PERIODS

1. Initial ECR PPR Submission Date: Applicants will be able to submit an ECR PPR for an ECR Project beginning at 9:00 a.m. Pacific Time (PT) on [PG&E: January 1, 2016; SCE: April 1, 2016; SDG&E: the first business day of the month following the month in which the final decision under Phase IV of the GTSR proceeding (A.12-01-008) is issued and effective] (Initial ECR PPR Submission Date).
2. ECR Program Periods: The ECR Program shall be divided into bi-monthly program periods (ECR Periods), and such ECR Periods will at all times correspond to the existing Re-MAT Periods, as defined in Schedule Re-MAT. The first ECR Period will begin on [PG&E: March 1, 2016; SCE: May 1, 2016; SDG&E: the first business day of the month that is two months after the month in which SDG&E's Initial ECR PPR Submission Date occurred, as defined above], which corresponds to Re-MAT Period [PG&E: TBD; SCE: 16; SDG&E: [to be inserted upon SDG&E's Initial ECR PPR Submission Date]]. In the event that Schedule Re-MAT reaches its Final Period (as defined in Schedule Re-MAT) before the Final ECR Period, the ECR Periods shall then occur on the first business day of the second month following the Schedule Re-MAT Final Period and shall continue on a bi-monthly basis thereafter until the Final ECR Period.
3. Final ECR Period: The final ECR Period (Final ECR Period) is the earlier of November-December 2017, or when the capacity remaining for the GTSR Program reaches zero or a *de minimis* amount approaching zero. At the close of the Final ECR Period, this Schedule will close to all applicants seeking to submit new ECR PPRs and no new ECR PPAs will be offered by [PG&E; SCE; SDG&E].

G. ECR CAPACITY ALLOCATION

ECR capacity shall be allocated as follows:

1. The amount of ECR capacity available (Available ECR Allocation) for Subscription for any ECR Period throughout the GTSR Program will be [PG&E: 5; SCE: 5; SDG&E: 3] MW-AC (unless the remaining GTSR Program Cap is less than [PG&E: 5; SCE: 5; SDG&E: 3] MW-AC, in which case the amount of Available ECR Allocation for Subscription for such ECR Period shall be the maximum remaining under the GTSR Program Cap).
2. On November 30, 2015, and on the first business day of each ECR Period, [PG&E; SCE; SDG&E] shall publish the Available ECR Allocation and the total capacity remaining under the GTSR Program Cap on [PG&E's; SCE's; SDG&E's] website.
3. Any capacity associated with ECR PPAs that terminate prior to the delivery of any electricity to [PG&E; SCE; SDG&E] will not be counted toward the GTSR Program Cap. Any capacity associated with ECR PPAs that are terminated after the delivery of any electricity to [PG&E; SCE; SDG&E] will be counted toward the GTSR Program Cap.

H. ECR PRICE

The prices for ECR PPAs (ECR Contract Price) are determined as follows:

1. If [PG&E; SCE; SDG&E] offers capacity in the Re-MAT As-Available Peaking Product Type during any concurrent ECR Period, the ECR Contract Price will be the same Contract Price as the Re-MAT As-Available Peaking Product Type, the calculation of which is described in Section H of [PG&E's; SCE's; SDG&E's] Schedule Re-MAT, for that ECR Period. The number of ECR Projects with ECR Queue Numbers and/or the percentage of ECR Subscriptions for the Available ECR

Allocation will in no way influence the Re-MAT Contract Price adjustment mechanism outlined in Section H of Schedule Re-MAT.

2. If [PG&E; SCE; SDG&E] has no remaining capacity to offer in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period, the ECR Contract Price shall adjust as described in Section H.2 of Schedule Re-MAT.
3. As provided in the ECR PPA, the ECR Applicant agrees to allow the ECR Contract Price payments from [PG&E; SCE; SDG&E] for energy related to subscribed capacity to be provided as bill credits to the designated list of ECR Customers for each ECR Project. The ECR Applicant shall provide the designated list of ECR Customers and specific subscription information for each ECR Customer to [PG&E; SCE; SDG&E] as described in the ECR PPA.
4. As provided in the ECR PPA, if the ECR Applicant's ECR Project does not meet the required subscription minimum, payment to the ECR Applicant for all energy related to unsubscribed capacity shall be at the Unsubscribed Energy Price.

I. ECR SUBSCRIPTION

ECR Subscription shall occur as follows:

1. Within ten (10) business days after the first business day of each ECR Period, ECR Applicants must provide [PG&E; SCE; SDG&E] with written notice indicating whether or not the ECR Applicant is willing to execute an ECR PPA based on the applicable ECR Contract Price (Accept the ECR Contract Price or Reject the ECR Contract Price). [PG&E's; SCE's; SDG&E's] website, information technology systems, or other materials shall specify how the ECR Applicant shall provide written notice to [PG&E; SCE; SDG&E]. Concurrent with a submittal of written notice Accepting the ECR Contract Price, the ECR Applicant must also provide to [PG&E; SCE; SDG&E] the ECR Customer Subscription information, as specified on [PG&E's; SCE's; SDG&E's] website, for [PG&E; SCE; SDG&E] to verify that the ECR Project meets the ECR Eligibility Criteria. If the ECR Customer is a third-party institutional customer or municipality working to develop an ECR Project in its Community, upon Acceptance of the ECR Contract Price, the ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation stating the guaranteed subscription level from the third-party institutional customer or municipality, and if the ECR Applicant is awarded an ECR PPA, the ECR Applicant must provide to [PG&E; SCE; SDG&E] the ECR Customer Subscription information upon the COD specified in the ECR PPA.
2. If an ECR Applicant Accepts the ECR Contract Price but that ECR Applicant's ECR Customer Subscription information or required attestation contains minor deficiencies as determined by [PG&E; SCE; SDG&E], [PG&E; SCE; SDG&E], in its sole discretion, may permit an ECR Applicant to cure these minor deficiencies by re-submitting the ECR Customer Subscription information or required attestation (or a subset thereof) within five (5) business days of notice from [PG&E; SCE; SDG&E] of the deficiency. The ECR PPR for an ECR Applicant whose ECR Customer Subscription information or required attestation contains material substantive issues will be deemed incomplete and rejected, as described in Section E.1.e above. [PG&E; SCE; SDG&E] will review re-submitted ECR Customer Subscription information or the required attestation within ten (10) business days of receipt. If the re-submitted ECR Customer Subscription information or required attestation is deemed complete after the second review, the ECR Applicant will remain eligible to Accept the ECR Contract Price. Failure to re-submit the ECR Customer Subscription information or required attestation within five (5) business days of notice from [PG&E; SCE; SDG&E] to correct the minor deficiency shall result in the ECR PPR being rejected, as described in Section E.1.e above.

3. Failure to provide [PG&E; SCE; SDG&E] with written notice Accepting the ECR Contract Price and the ECR Customer Subscription information or required attestation by 5:00 p.m. PT on the tenth (10th) business day after the first business day of an ECR Period will be deemed to be notice that the ECR Applicant Rejects the ECR Contract Price for that ECR Period.
4. [PG&E; SCE; SDG&E] will award ECR PPAs to ECR Applicants who meet the ECR Eligibility Criteria and who Accept the ECR Contract Price in ECR Queue Number order until the Available ECR Allocation for the ECR Period is met or Deemed Fully Subscribed. [PG&E; SCE; SDG&E] will input information from the ECR PPR into the ECR PPA for execution. [PG&E; SCE; SDG&E] will provide written notice to ECR Applicants who are awarded an ECR PPA for an ECR Period within thirty (30) business days following the deadline for ECR Applicants to Reject the ECR Contract Price or Accept the ECR Contract Price. If the Contract Capacity of the next ECR Project in ECR Queue Number order that has provided notice to [PG&E; SCE; SDG&E] within ten (10) business days after the first business day of an ECR Period indicating a willingness to execute an ECR PPA is larger than the remaining Available ECR Allocation for that ECR Period, that ECR Applicant will not be awarded an ECR PPA and [PG&E; SCE; SDG&E] will deem the Available ECR Allocation fully subscribed (Deemed Fully Subscribed).
5. Applicants who Reject the ECR Contract Price or Accept the ECR Contract Price but who are not awarded an ECR PPA will retain their ECR Queue Number, except as otherwise specified in this Schedule.
6. Applicants who are awarded an ECR PPA for an ECR Period must submit concurrently with the executed ECR PPA an original legal opinion as described in Section D.17 above to [PG&E; SCE; SDG&E] within ten (10) business days of receiving written notice of an executable ECR PPA from [PG&E; SCE; SDG&E]. If the ECR Applicant fails to return an executed ECR PPA and legal opinion to [PG&E; SCE; SDG&E] within ten (10) business days of receiving an executable ECR PPA, the ECR Applicant will be deemed to have rejected the ECR PPA and the Applicant's ECR Queue Number will be revoked. The capacity associated with the ECR Applicant's ECR Project will be allocated back to the remaining ECR program capacity pursuant to Section G above.
7. Within ten (10) business days of the execution of the ECR PPA by both the ECR Applicant and [PG&E; SCE; SDG&E], [PG&E; SCE; SDG&E] will provide on its website information regarding the executed ECR PPA.
8. Residential Customer Subscription Minimums: [PG&E and SCE: 45; SDG&E: 10] MW-AC of capacity is reserved for residential customer participation in the GTSR Program. [PG&E; SCE; SDG&E] reserves the right to not offer an ECR PPA to an ECR Project if the subscribed ECR Customers to that ECR Project would cause [PG&E; SCE; SDG&E] to no longer have [PG&E: 45; SCE: 45; SDG&E: 10] MW-AC available for residential customer participation in its GTSR Program. Additionally, [PG&E; SCE; SDG&E] is required to procure one ECR project that has at least 50% residential ECR Customer Subscriptions. If an ECR Project in the ECR Queue demonstrates that it has at least 50% residential ECR Customer Subscriptions and [PG&E; SCE; SDG&E] has not yet met this target, [PG&E; SCE; SDG&E] reserves the right to execute an ECR PPA with that ECR Project regardless of that ECR Project's place in the ECR Queue provided, however, that if multiple ECR Projects in the ECR Queue would allow [PG&E; SCE; SDG&E] to meet this target, [PG&E; SCE; SDG&E] will adhere to the ECR Queue Number of those projects when meeting this target.
9. Environmental Justice (EJ) Prioritization Option: [PG&E; SCE; SDG&E] is directed to set aside [PG&E: 45; SCE: 45; SDG&E: 10] MW-AC of capacity for GTSR Program projects of up to 1 MW-AC in size that are located in EJ areas, as defined below under Section N. [PG&E; SCE; SDG&E] reserves the right to not offer an ECR PPA to an ECR Project if the ECR Project would cause [PG&E; SCE; SDG&E] to no longer have [PG&E: 45; SCE: 45; SDG&E: 10] MW-AC available for EJ

participation on its GTSR Program. If there are ECR Projects in the ECR Queue no greater than 1 MW-AC in size that are located in an EJ area, [PG&E; SCE; SDG&E] reserves the right to execute an ECR PPA(s) with those ECR Projects regardless of their place in the ECR Queue provided, however, that if multiple ECR Projects in the ECR Queue would allow [PG&E; SCE; SDG&E] to meet this target, [PG&E; SCE; SDG&E] will adhere to the ECR Queue Number of those projects when meeting this target.

J. ECR PPA

The ECR PPA will be completed by [PG&E; SCE; SDG&E] for execution by the ECR Applicant and shall include the information submitted in the ECR PPR, which includes, but is not limited to, the information listed below.

1. ECR Applicant Name: must be a legal entity
2. ECR Project Name
3. ECR Project Street Address (or nearest intersection) (or coordinates if no intersection or street address)
4. Type of Facility: As-Available Peaking
5. Renewable Resource Type: Solar
6. Interconnection Queue Position
7. Interconnection Point
8. Service Voltage
9. Delivery Point (point of interconnection to the California Independent System Operator (CAISO) grid; and, for payment purposes, the corresponding Price Node (PNode))
10. Expected COD: no later than twenty-four (24) months from the execution date of the ECR PPA
11. Contract Capacity
12. Delivery Term: 10, 15, or 20 years
13. Contract Quantity: provide estimates in kWh/year, net of Station Use for each year of the Delivery Term of the ECR PPA
14. ECR Customer Protections required to be included in the CDA ([PG&E; SCE; SDG&E] will not request access to the pricing component of the CDA that applies to ECR Customers)

K. METERING

ECR Projects must be electrically independent and separately metered. Metering requirements are described in the ECR PPA.

L. ECR SPECIAL CONDITIONS

The following Special Conditions apply to [PG&E's; SCE's; SDG&E's] ECR program:

1. ECR COD Extension Policy: The COD for the ECR PPA may only be extended pursuant to the terms in the ECR PPA. The ECR PPA requires that the ECR Project achieve its COD on the first day of a calendar month within twenty-four (24) months after the Execution Date of the ECR PPA, with the possibility of one six (6) month extension for Permitted Extensions as set forth in the ECR PPA.
2. Termination of ECR PPA: Unless terminated earlier pursuant to the ECR PPA, the ECR PPA automatically terminates immediately following the last day of the Delivery Term.

3. ECR Program Suspension: [PG&E; SCE; SDG&E] may file a Tier 2 Advice Letter (AL) with the CPUC to suspend service under this Schedule when evidence of market manipulation or malfunction exists. The AL must be filed on the applicable CPUC service list. The AL shall identify the portion of the program suspended, the specific behavior and reasons for the suspension, and [PG&E's; SCE's; SDG&E's] proposal for resolving the problem.

M. DENIAL OF SERVICE UNDER THIS SCHEDULE

[PG&E; SCE; SDG&E] may reject a PPR, upon written notice, under this Schedule if it makes any of the following findings:

1. The ECR Project does not meet the applicable requirements of PUC Sections 2831-2834 or any applicable CPUC decision.
2. The transmission or distribution grid that would serve as the point of interconnection is inadequate.
3. The ECR Project does not meet all applicable state and local laws and building standards, and utility interconnection requirements.
4. The aggregate of all electric generation facilities on a distribution circuit would adversely impact utility operation and load restoration efforts of the distribution system.
5. The ECR Project appears to be part of an overall installation larger than 3 MW by the same company or consortium in the same general location, or appears to be sharing facilities with one or more projects.
6. There exist any outstanding obligations owed to [PG&E; SCE; SDG&E] by the ECR Applicant under a previously executed agreement related to the sale of energy, capacity, green attributes, or other related products, in each case, that relates to either any portion of the site or the interconnection queue position to be utilized by the ECR Project seeking an ECR PPA.
7. The ECR Project would cause [PG&E; SCE; SDG&E] not to meet its residential or EJ reservation targets as provided in Section I.8 and I.9.
8. The ECR Applicant or ECR Project does not otherwise meet the requirements of this Schedule.

Upon receipt of notice of rejection of a PPR from [PG&E; SCE; SDG&E], the ECR Applicant may appeal the decision to the CPUC.

N. ECR DEFINITIONS

Capitalized terms in this Schedule have the same meaning as the defined term in the ECR PPA, unless the term is otherwise defined in this Schedule either in the sections above or in the specific Definitions section below.

1. ECR PPA: As defined in Section D.6.a above, ECR PPA refers collectively to both the Re-MAT PPA ([PG&E: Form 79-1150; SCE: Form 14-934; SDG&E: Form # 142-0610]) and ECR Rider ([PG&E: Form XXXXX; SCE: Form 14-963; SDG&E: Form # XXX-XXXX]) when used in this Schedule.
2. As-Available Peaking: For the purposes of this Schedule, As-Available Peaking has the same meaning as the defined term "As-Available Peaking" in Section N of Schedule Re-MAT. [PG&E; SCE; SDG&E] reserves the right to request a generation profile and supporting information for the ECR Project to confirm the generation profile.
3. Subscription: For the purposes of this Schedule, Subscription is defined as the total capacity of ECR Projects from ECR Applicants willing to accept the ECR Contract Price in an ECR Period.

4. Community: For the purposes of this Schedule, Community is defined as ECR Customers within the same municipality or county as the ECR Project address, or who have a service address within ten (10) miles of the ECR Project's address. Prior to the execution of the ECR PPA, an ECR Project must meet the Minimum Community Interest Requirements, as defined in Section D.14 above.
5. ECR Applicant: For the purpose of this Schedule, ECR Applicant shall mean the entity who submits an ECR PPR for an ECR Project to [\[PG&E; SCE; SDG&E\]](#) to apply to participate on this Schedule.
6. ECR Customer: An [\[PG&E; SCE; SDG&E\]](#) customer who meets the eligibility requirements and/or receives service pursuant to [\[PG&E: E-ECR; SCE: Schedule GTSR-CR; SDG&E: Schedule ECR\]](#) and who enters into a CDA with an ECR Applicant.
7. EJ Project: An ECR Project that meets the ECR Eligibility Criteria with a nameplate rated generating capacity that is between 0.5 MW-AC and 1 MW-AC, and that is located in one of the EJ census tracts listed on [\[PG&E's; SCE's; SDG&E's\]](#) website.
8. New Facility: A facility that meets the ECR Eligibility Criteria, has never generated electricity before the COD in the ECR PPA (except for testing under the ECR PPA), and that was constructed for the sole purpose of participating under this Schedule, the initial COD of which is specified in the ECR PPA.
9. Customer Subscription: The level of customer participation in [\[PG&E's; SCE's; SDG&E's\]](#) GTSR program.

Attachment D

Comparison Between Supplemental Sample ECR Developer Tariff and Original ECR Developer Tariff

REDLINE

[PG&E: SCHEDULE E-ECR-PDT; SCE: SCHEDULE GTSR-CR-PDT; SDG&E: SCHEDULE ECR-PDT]
[PG&E: E-Enhanced Community Renewables Project Development Tariff; SCE: Green Tariff Shared
Renewables Community Renewables Project Development Tariff; SDG&E: Enhanced Community
Renewables Project Development Tariff]

A. APPLICABILITY

The [PG&E: E-Enhanced Community Renewables (E-ECR) Project Development Tariff (PDT); SCE: Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Project Development Tariff (PDT); SDG&E: Enhanced Community Renewables (ECR) Project Development Tariff (PDT)] schedule (Schedule [PG&E: E-ECR-PDT; SCE: GTSR-CR-PDT; SDG&E: ECR-PDT] or this Schedule) implements, in part, one of two Green Tariff Shared Renewables (GTSR) programs (GTSR Programs) pursuant to California Public Utilities Code (PUC) Sections 2831-2834 and California Public Utilities Commission (CPUC) Decision (D.) 15-01-051. This Schedule is available, on a first-come, first-served basis, to applicants (ECR Applicants) who (i) own or control an ECR Facility (or ECR Project), (ii) meet the ECR Eligibility Criteria outlined herein, and (iii) submit a complete ECR Program Participation Request (ECR PPR).

This Schedule will close to ECR Applicants submitting new ECR PPRs on the earlier of: (i) the conclusion of the November-December 2017 ECR Period, or (ii) the date upon which the combined nameplate rated generating capacity of ECR Facilities participating under this Schedule and facilities procured to meet Customer Subscriptions served under [PG&E: E-ECR; SCE: Schedule GTSR-GR; SDG&E: Schedule GTSR] reaches [PG&E: 272; SCE: 269; SDG&E: 59] megawatts-alternating current (MW-AC) (GTSR Program Cap), which represents [PG&E's; SCE's; SDG&E's] allocated share of the total statewide GTSR Program cap of 600 MW-AC.

As a prerequisite for participating under this Schedule, an ECR Applicant must provide [PG&E; SCE; SDG&E] with a copy of its proposed marketing plan and marketing materials prior to marketing its ECR Project to any potential ECR Customers and prior to submitting a PPR. [PG&E; SCE; SDG&E] will review the marketing plan and marketing materials for the limited purpose of reviewing whether the materials contain specified information as outlined on [PG&E's; SCE's; SDG&E's] website, and will provide notice to the ECR Applicant regarding whether the information provided satisfies the criteria. If [PG&E; SCE; SDG&E], in its reasonable discretion, determines that the marketing plan and/or marketing materials do not meet the criteria, the ECR Applicant must update the materials and re-submit the documentation to [PG&E; SCE; SDG&E] prior to submitting a PPR or marketing its ECR Project to any potential ECR Customers. The Customer Developer Agreement (CDA) is not considered part of the ECR Applicant's marketing plan or marketing materials and should not be included in the marketing package sent to [PG&E; SCE; SDG&E] for review.

B. EFFECTIVE DATE

The Effective Date of this Schedule is November 20{month}-{day}, 2015, pursuant to CPUC Resolution E-4734XXXX.

C. TERRITORY

[PG&E's; SCE's; SDG&E's] electric service territory.

D. ECR ELIGIBILITY CRITERIA

An ECR Applicant must meet the eligibility criteria outlined below (ECR Eligibility Criteria):

1. Territory: The ECR Project must be physically located within [PG&E's; SCE's; SDG&E's] electric service territory, and must be interconnected to [PG&E's; SCE's; SDG&E's] electric distribution system.
2. New Eligible Renewable Energy Resource: The ECR Project must be a New Facility that generates electricity using only a solar resource that is an Eligible Renewable Energy Resource as defined in PUC Section 399.12. Projects that include solar coupled with energy storage are not eligible to participate under this Schedule.
3. Qualifying Facility: The ECR Project must be a Qualifying Facility, as defined by the Federal Energy Regulatory Commission. See 16 U.S.C. § 824a-3(b); 18 C.F.R. § 292.304(a)(2).
4. California Air Resources Board's (CARB's) Voluntary Renewable Electricity (VRE) Program: All renewable energy resources procured on behalf of ECR Customers from an ECR Project shall comply with the CARB's VRE Program. California-eligible greenhouse gas allowances associated with purchases from an ECR Project shall be retired on behalf of ECR Customers as part of the VRE Program.
5. Contract Capacity: The nameplate rated generating capacity of the ECR Project cannot be less than 0.5 MW-AC and cannot exceed 3.0 MW-AC.
6. Interconnection Study / Strategically Located: An ECR Applicant's ECR Project must have passed the Fast Track Initial Review screens, passed Supplemental Review, completed a [PG&E; SCE; SDG&E] System Impact Study in the Independent Study Process, or completed a [PG&E; SCE; SDG&E] Phase 1 Study in the Distribution Group Study Process or Transmission Cluster Study Process (Interconnection Study).
 - a. The ECR Project must be interconnected to [PG&E's; SCE's; SDG&E's] distribution system, and the ECR Project's most recent Interconnection Study or Interconnection Agreement must affirmatively support the ECR Project's ability to interconnect (i) within twenty-four (24) months of the execution of the Renewable Market Adjusting Tariff (Re-MAT) Power Purchase Agreement (PPA) ([PG&E: Form # 79-1150; SCE: Form # 14-934; SDG&E: Form # 142-0610]) (Re-MAT PPA) and ECR Rider ([PG&E: Form # XX-XXXX; SCE: Form # 14-963; SG&E: Form # XXX-XXXX]) (collectively referred to herein as the ECR PPA) and (ii) without requiring transmission system Network Upgrades in excess of \$300,000.
 - b. If both [PG&E's; SCE's; SDG&E's] Rule 21 and Wholesale Distribution Access Tariff (WDAT) are applicable and available to an ECR Project in a given situation, the ECR Applicant can choose to pursue interconnection for the ECR Project under either Rule 21 or WDAT, until the CPUC makes a determination otherwise. After such a CPUC decision, ECR Projects must interconnect as stipulated in that CPUC decision, except that those ECR Projects that requested interconnection pursuant to Rule 21 or WDAT and had submitted an ECR PPR under this Schedule that was deemed complete by [PG&E; SCE; SDG&E] prior to any final CPUC decision will not be required to switch interconnection tariffs and will continue to be eligible to receive service under this Schedule, provided the ECR Project is otherwise eligible.
7. Site Control: The ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation that it has 100% site control for the ECR Project through: (a) direct ownership; (b) lease; or (c) an option to lease or purchase that may be exercised upon execution of the ECR PPA. The ECR Applicant is required to submit a map showing the boundary of the Site for which the ECR Applicant has

control as part of the ECR PPR. [PG&E; SCE; SDG&E] reserves the right to request additional information.

8. Developer Experience: The ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation that at least one member of its development team has: (a) completed the development of at least one project of similar technology (solar) and capacity; or (b) begun construction of at least one other project of similar technology (solar) and capacity. A project less than 1 MW-AC will be deemed to be similar in capacity to an ECR Project up to 1 MW-AC. A project between 1 MW-AC and 3 MW-AC will be deemed to be similar in capacity to an ECR Project up to 3 MW-AC. For example, for a 3 MW-AC ECR Project, a project of similar capacity cannot be smaller than 1 MW-AC.
9. Daisy Chaining: The ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation that the exporting project(s) being developed, owned or controlled by the ECR Applicant or the ECR Applicant's Affiliates on any single or contiguous pieces of property does not have a combined Contract Capacity in excess of 3 MW-AC. [PG&E; SCE; SDG&E] may, at its sole discretion, determine that the ECR Applicant does not satisfy this ECR Eligibility Criteria if the ECR Project appears to be part of an installation larger than 3 MW in the same general location that has been or is being developed by the ECR Applicant or the ECR Applicant's Affiliates, or appears to be sharing facilities with one or more projects.
10. Other Incentives: An ECR Project that previously received incentives under the California Solar Initiative (CSI) or the Self-Generation Incentive Program (SGIP) is ineligible for participation under this Schedule.
11. Net Energy Metering (NEM): An ECR Project served under this Schedule cannot concurrently receive service as a Renewable Electrical Generating Facility under any NEM tariff.
12. Concurrent Participation under Schedule Re-MAT: Separate queues are maintained for projects requesting service under this Schedule (ECR Queue) and Schedule Re-MAT. As such, an ECR Applicant cannot submit a PPR or maintain a position in the queue for the same project under both this Schedule and Schedule Re-MAT. For the purposes of this Section D.14~~2~~ only, projects that share, utilize, or are based on the same interconnection request, study or agreement will be considered the same project.
13. Community Location: Subscribing ECR Customers must be physically located within the same municipality or county, as the ECR Project, or within ten miles of the ECR Project, prior to the execution of the ECR PPA. After an ECR Project reaches its Commercial Operation Date (COD) as defined in the ECR PPA is executed with [PG&E; SCE; SDG&E], subscribing ECR Customers can relocate elsewhere must be located anywhere within [PG&E's; SCE's; SDG&E's] service territory and retain their subscription at their new service address.
14. Community Interest: An ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation that: (a)(i) ECR Customers who meet the Community Location requirements described above have committed to enroll in 30% of the ECR Project's capacity, or (ii) ECR Customers who meet the Community Location requirements described above have provided expressions of interest in the ECR Project sufficient to reach a subscription amount of at least 51% of the ECR Project's capacity; and, (b) a minimum of three separate ECR Customers who meet the Community Location requirements described above have committed to enroll or have provided the necessary expressions of interest to reflect the shared aspect of the ECR program (Minimum Community Interest Requirements). A guarantee of subscription levels from a third-party institutional customer or municipality working to develop an ECR Project in its Community satisfies the Minimum Community Interest Requirements. Criteria for satisfying the Minimum Community Interest Requirements are further defined on [PG&E's; SCE's; SDG&E's] website. This attestation is required as part of the ECR PPR. ECR Applicants are further required to

confirm in each ECR Program Period and as part of the ECR PPA that their ECR Project continues to meet the Minimum Community Interest Requirements outlined herein and all other ECR Eligibility Criteria. As discussed under Section I.1 below, prior to the execution of the ECR PPA, ECR Applicants are required to provide to [PG&E; SCE; SDG&E], at minimum and according to the instructions listed on [PG&E's; SCE's; SDG&E's] website, a list of ECR Customers and their associated information, or the required attestation from a third-party institutional or municipal customer, which is subject to verification by [PG&E; SCE; SDG&E], for the specific ECR Project.

15. ECR Customer Eligibility: All ECR Customers must meet the eligibility requirements as provided in [PG&E; E-ECR; SCE: Schedule GTSR-CR; SDG&E: Schedule ECR].
16. Green-e[®] Energy Compliance: An ECR Applicant's ECR Project must meet Green-e[®] Energy eligibility criteria throughout the Delivery Term of the ECR PPA. An ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation stating that the ECR Project meets the marketing, reporting and other requirements of the Green-e[®] Energy Program to be able to produce Green-e[®] Energy eligible product in accordance with the Green-e[®] Energy National Standard in effect at the time of ECR PPA execution. The ECR Applicant must agree to adhere to the Green-e[®] Energy program's marketing, disclosure and additional requirements as specified in the Green-e[®] Energy program website, the ECR PPA and/or [PG&E's; SCE's; SDG&E's] website, which includes being subject to audits to ensure compliance with the Green-e[®] Energy Program. The ECR Applicant must agree in the ECR PPA that it will complete, sign and return, on an annual basis or whenever required by [PG&E; SCE; SDG&E] or the Center for Resource Solutions, the Green-e[®] Energy Attestation From Generator Participating in a Tracking System form, or its successor form, to [PG&E; SCE; SDG&E]. The ECR Applicant will, throughout the Delivery Term of the ECR PPA, be responsible for all costs incurred to obtain and maintain Green-e[®] Energy certification and compliance.
17. Securities Opinion: Concurrent with ECR PPA execution, the ECR Applicant must provide an original legal opinion, in form and substance acceptable to [PG&E; SCE; SDG&E], and addressed to [PG&E; SCE; SDG&E], issued by a law firm listed in *The American Lawyer* annual "AmLaw 100" list for the then-current year stating that the transactions between the ECR Customers and the ECR Applicant: (a) comply with securities law, and that [PG&E; SCE; SDG&E] and its ratepayers are not at risk for securities claims associated with the ECR Project, and (b) comply with one of the following (i) do not involve the offer or sale of "securities" under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, or (ii) involve the offer or sale of securities exempt from registration under federal securities law and qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to [PG&E; SCE; SDG&E] in its reasonable discretion. The ECR Applicant must submit to [PG&E; SCE; SDG&E] an attestation from an officer of the ECR Applicant that the fact certificate provided by an officer of the ECR Applicant to the law firm issuing the legal opinion is true and complete and that the ECR Applicant's business model with ECR Customers is, and throughout the Delivery Term will be, as described in the legal opinion. [PG&E; SCE; SDG&E] has no obligation to execute an ECR PPA with the ECR Applicant if the ECR Applicant either fails to provide the required legal opinion or provides an opinion that does not meet the requirements described above.
18. The ECR Project must be a New Facility and cannot have an existing PPA or other contract for energy and/or capacity deliveries to [PG&E; SCE; SDG&E], or any other counterparty, for the same ECR Project at the time of execution of the ECR PPA.
- ~~18.~~19. CCA Code of Conduct: The ECR Applicant must provide an attestation to [PG&E; SCE; SDG&E] that the ECR Applicant has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it.

E. ECR PROGRAM PARTICIPATION REQUEST (PPR)

The ECR PPR requirements and review process are as follows:

1. An ECR Applicant must submit a complete ECR PPR to be eligible for service under this Schedule and must submit the following ECR PPR items. Information on how to submit the ECR PPR is available on [\[PG&E's; SCE's; SDG&E's\]](#) website. An ECR PPR must include:
 - a. PPR Fee: An ECR Applicant must pay a non-refundable application fee as part of each ECR PPR submission, consistent with the PPR fee included in Schedule Re-MAT, which is currently set at \$2/kilowatt-alternating current (kW-AC). The ECR PPR fee is not applicable toward the Collateral Requirements under the ECR PPA. The manner and form of payment is specified by [\[PG&E; SCE; SDG&E\]](#) on its website and/or information technology system.
 - b. PPR Form: ECR Applicants must submit the ECR PPR form in a manner and form specified by [\[PG&E; SCE; SDG&E\]](#).
 - c. Supporting Documentation: Supporting documentation, including but not limited to the items below, must be submitted.
 - i. A copy of the most recent Interconnection Study or Interconnection Agreement for the ECR Project. Any new or amended Interconnection Study or Interconnection Agreement must be submitted to [\[PG&E; SCE; SDG&E\]](#) within five (5) business days of receipt of the study or agreement.
 - ii. A completed copy of Appendix E of the ECR PPA, including but not limited to a single line diagram, site legal description, Assessor Parcel Number (APN), site map clearly outlining the border of the ECR Project site for which site control exists, and any other documentation as specified on [\[PG&E's; SCE's; SDG&E's\]](#) website.
 - iii. A Geographic Information System file of the ECR Project boundary information.
 - iv. An attestation that includes the percentage ownership that the ECR Applicant and ECR Applicant's Affiliates have in each ECR Project for which an ECR PPR has been submitted. The ECR Applicant must also provide an organizational chart to indicate the ECR Applicant's parent companies and ECR Applicant's Affiliates. ECR Customers are not considered owners for the purpose of calculating percentage ownership for this required attestation. The determination of the percentage of ownership that an ECR Applicant holds in an ECR Project will be made by the ECR Applicant based on accounting standards and/or project financing conventions. [\[PG&E; SCE; SDG&E\]](#) does not have an obligation to review materials or documents related to an ECR Applicant's ownership or financing of an ECR Project and does not have an obligation to advise an ECR Applicant on the percentage ownership that an ECR Applicant has in an ECR Project. [\[PG&E; SCE; SDG&E\]](#) shall have the right to request and review the ECR Applicant's ownership calculation and supporting documentation. The ECR Applicant must submit an updated attestation within five (5) business days of any change in ownership.
 - v. An attestation that all marketing plans and marketing materials have been reviewed by [\[PG&E; SCE; SDG&E\]](#) and acknowledgement that no substantive changes shall be made to the marketing plans and marketing materials reviewed by [\[PG&E; SCE; SDG&E\]](#) without [\[PG&E's; SCE's; SDG&E's\]](#) prior review throughout the Delivery Term of the ECR PPA.
 - vi. An attestation that the ECR Applicant has received and read Attachment 1 of the CCA Code of Conduct Decision (D.12-12-036), and will not circumvent it.

- ~~vi~~-vii. All attestations required in this Schedule, including but not limited to those specifically required in Section D above for site control, developer experience, daisy chaining, community location, community interest, marketing, [CCA Code of Conduct](#) and Green-E® Energy compliance.
- vii-viii. Such other information and documentation that [\[PG&E; SCE; SDG&E\]](#) may request to verify compliance with the ECR Eligibility Criteria.
- d. Review Period and ECR Queue Number Assignment: Within thirty (30) business days of receiving an ECR PPR, [\[PG&E; SCE; SDG&E\]](#), in its sole discretion, will confirm whether the ECR Applicant's ECR PPR is deemed complete and satisfies the ECR Eligibility Criteria. ECR Projects will be assigned a program position (ECR Queue Number) in the ECR Queue once the ECR PPR is deemed complete by [\[PG&E; SCE; SDG&E\]](#). ECR Projects are not placed in or considered part of any Schedule Re-MAT Product Type Queue. If the ECR PPR is deemed complete, the ECR Queue Number is based on the date and time that the ECR PPR was received by [\[PG&E; SCE; SDG&E\]](#).
 - e. ECR PPR Rejection: If an ECR Applicant's ECR PPR is deemed incomplete, or the ECR Applicant is otherwise ineligible for an ECR PPA, [\[PG&E; SCE; SDG&E\]](#) will notify the ECR Applicant that the ECR PPR has been rejected (i.e., the ECR PPR is null and void). If rejected, the ECR Applicant will be required to submit a new correct and complete ECR PPR demonstrating the ECR Applicant's and ECR Project's eligibility. The ECR Applicant's ECR Queue Number will be based on the date and time of the re-submitted, correct and complete ECR PPR.
 - f. Cure Period: [\[PG&E; SCE; SDG&E\]](#), in its sole discretion, may permit an ECR Applicant to cure minor deficiencies, as determined by [\[PG&E; SCE; SDG&E\]](#), by re-submitting the ECR PPR (or a subset thereof) within ten (10) business days of notice from [\[PG&E; SCE; SDG&E\]](#) of the deficiency. To be permitted to cure the deficiencies identified by [\[PG&E; SCE; SDG&E\]](#), the ECR Applicant's original ECR PPR must demonstrate that the ECR Applicant's ECR Project was eligible at the time of submittal. ECR Applicants whose ECR PPRs contain material substantive issues with the ECR Eligibility Criteria will be deemed incomplete and rejected. [\[PG&E; SCE; SDG&E\]](#) will review a re-submitted ECR PPR within thirty (30) business days of receipt of the re-submitted ECR PPR. If the re-submitted ECR PPR is deemed complete after the second review, the ECR Queue Number assignment will be based on the date that the ECR PPR was initially received by [\[PG&E; SCE; SDG&E\]](#). Failure to re-submit the ECR PPR within ten (10) business days of notice from [\[PG&E; SCE; SDG&E\]](#) to correct the minor deficiency shall result in the ECR PPR being rejected, as described in Section E.1.e above.
 - g. Change in Eligibility: ECR Applicants are required to confirm in each ECR Program Period that their ECR Project meets the ECR Eligibility Criteria outlined herein. If an ECR Applicant and/or ECR Project previously deemed eligible to participate under this Schedule no longer meets the ECR Eligibility Criteria, the ECR Applicant must immediately notify [\[PG&E; SCE; SDG&E\]](#) and shall relinquish its ECR Queue Number for the applicable ECR PPR. The ECR PPR will be deemed rejected, as described in Section E.1.e above.
2. Once an ECR Applicant has an ECR Queue Number for its proposed ECR Project, the information provided in the ECR PPR regarding the ECR Project may not be modified, unless permitted or approved by [\[PG&E; SCE; SDG&E\]](#), and shall be used for the completion of the ECR PPA. [\[PG&E; SCE; SDG&E\]](#) will indicate what information, if any, in the ECR PPR can be modified in its ECR PPR materials, website, and/or information technology system.
 3. An ECR Applicant may contest a determination of ineligibility through the CPUC's standard complaint procedure set forth in Article 4, Complaints, of the CPUC's Rules of Practice and Procedure.

F. ECR PPR SUBMISSION DATES AND PROGRAM PERIODS

1. Initial ECR PPR Submission Date: Applicants will be able to submit an ECR PPR for an ECR Project beginning at 9:00 a.m. Pacific Time (PT) on [PG&E: January 1, 2016; SCE: April 1, 2016; SDG&E: TBD]~~the first business day of the month following the month in which the final decision under Phase IV of the GTSR proceeding (A.12-01-008) is issued and effective]~~ ~~{insert month} {insert day}, 2016~~⁵ (Initial ECR PPR Submission Date).
2. ECR Program Periods: The ECR Program shall be divided into bi-monthly program periods (ECR Periods), and such ECR Periods will at all times correspond to the existing Re-MAT Periods, as defined in Schedule Re-MAT. The first ECR Period will begin on [PG&E: March 1, 2016; SCE: May 1, 2016; SDG&E: the first business day of the month that is two months after the month in which SDG&E's Initial ECR PPR Submission Date occurred, as defined above]~~TBD]~~ ~~{insert month} {insert day}, 2016~~⁵, which corresponds to Re-MAT Period [PG&E: TBD; SCE: TBD]~~16; SDG&E: TBD]~~ ~~[to be inserted upon SDG&E's Initial ECR PPR Submission Date]~~ ~~{insert #}~~. In the event that Schedule Re-MAT reaches its Final Period (as defined in Schedule Re-MAT) before the Final ECR Period, the ECR Periods shall then occur on the first business day of the second month following the Schedule Re-MAT Final Period and shall continue on a bi-monthly basis thereafter until the Final ECR Period.
3. Final ECR Period: The final ECR Period (Final ECR Period) is the earlier of November-December 2017, or when the capacity remaining for the GTSR Program reaches zero or a *de minimis* amount approaching zero. At the close of the Final ECR Period, this Schedule will close to all applicants seeking to submit new ECR PPRs and no new ECR PPAs will be offered by [PG&E; SCE; SDG&E].

G. ECR CAPACITY ALLOCATION

ECR capacity shall be allocated as follows:

1. The amount of ECR capacity available (Available ECR Allocation) for any ECR Period throughout the GTSR Program will be [PG&E; 5; SCE; 5; SDG&E; 3] MW-AC (unless the remaining GTSR Program Cap is less than [PG&E; 5; SCE; 5; SDG&E; 3] MW-AC, in which case the amount of Available ECR Allocation for Subscription for such ECR Period shall be the maximum remaining under the GTSR Program Cap).
2. On November 30, 2015~~the Effective Date of this Schedule~~, and on the first business day of each ECR Period, [PG&E; SCE; SDG&E] shall publish the Available ECR Allocation and the total capacity remaining under the GTSR Program Cap on [PG&E's; SCE's; SDG&E's] website.
3. Any capacity associated with ECR PPAs that terminate prior to the delivery of any electricity to [PG&E; SCE; SDG&E] will not be counted toward the GTSR Program Cap. Any capacity associated with ECR PPAs that are terminated after the delivery of any electricity to [PG&E; SCE; SDG&E] will be counted toward the GTSR Program Cap.

H. ECR PRICE

The prices for ECR PPAs (ECR Contract Price) are determined as follows:

1. If [PG&E; SCE; SDG&E] offers capacity in the Re-MAT As-Available Peaking Product Type during any concurrent ECR Period, the ECR Contract Price will be the same Contract Price as the Re-

MAT As-Available Peaking Product Type, the calculation of which is described in Section H of [PG&E's; SCE's; SDG&E's] Schedule Re-MAT, for that ECR Period. The number of ECR Projects with ECR Queue Numbers and/or the percentage of ECR Subscriptions for the Available ECR Allocation will in no way influence the Re-MAT Contract Price adjustment mechanism outlined in Section H of Schedule Re-MAT.

2. If [PG&E; SCE; SDG&E] has no remaining capacity to offer in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period, ~~the ECR Contract Price will reset to the ECR Price as of the date of the first ECR Period, and shall adjust as described in Section H.2 of Schedule Re-MAT. [PG&E, SCE: the ECR Contract Price will be the last posted Re-MAT As-Available Peaking Product Type Contract Price for a six-month period following the last Re-MAT Period that offers such a price and will then begin adjusting for ECR Projects using the price adjustment mechanism outlined in Section H.2 of Schedule Re-MAT; SDG&E: ECR Projects in the ECR Queue will be permitted to submit a bid to SDG&E (Bid Price), not to exceed the last posted Re-MAT As-Available Peaking Product Type Contract Price.]~~
3. As provided in the ECR PPA, the ECR Applicant agrees to allow the ECR Contract Price payments from [PG&E; SCE; SDG&E] for energy related to subscribed capacity to be provided as bill credits to the designated list of ECR Customers for each ECR Project. The ECR Applicant shall provide the designated list of ECR Customers and specific subscription information for each ECR Customer to [PG&E; SCE; SDG&E] as described in the ECR PPA.
4. As provided in the ECR PPA, if the ECR Applicant's ECR Project does not meet the required subscription minimum, payment to the ECR Applicant for all energy related to unsubscribed capacity shall be at the Unsubscribed Energy Price.

I. ECR SUBSCRIPTION

ECR Subscription shall occur as follows:

1. Within ten (10) business days after the first business day of each ECR Period, ECR Applicants must provide [PG&E; SCE; SDG&E] with written notice indicating whether or not the ECR Applicant is willing to execute an ECR PPA based on the applicable ECR Contract Price (Accept the ECR Contract Price or Reject the ECR Contract Price). ~~[SDG&E: If SDG&E does not offer capacity in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period, within ten (10) business days after the first business day of each ECR Period, ECR Applicants must provide SDG&E with written notice indicating the dollar per megawatt hour (\$/MWh) price (Bid Price), which shall then be the ECR Contract Price, not to exceed the last posted Re-MAT As-Available Peaking Product Type Contract Price, at which the ECR Applicant is willing to execute an ECR PPA (Accept the ECR Contract Price).]~~ [PG&E's; SCE's; SDG&E's] website, information technology systems, or other materials shall specify how the ECR Applicant shall provide written notice to [PG&E; SCE; SDG&E]. Concurrent with a submittal of written notice Accepting the ECR Contract Price, the ECR Applicant must also provide to [PG&E; SCE; SDG&E] the ECR Customer Subscription information, as specified on [PG&E's; SCE's; SDG&E's] website, for [PG&E; SCE; SDG&E] to verify that the ECR Project meets the ECR Eligibility Criteria. If the ECR Customer is a third-party institutional customer or municipality working to develop an ECR Project in its Community, upon Acceptance of the ECR Contract Price, the ECR Applicant must provide to [PG&E; SCE; SDG&E] an attestation stating the guaranteed subscription level from the third-party institutional customer or municipality, and if the ECR Applicant is awarded an ECR PPA, the ECR Applicant must provide to [PG&E; SCE; SDG&E] the ECR Customer Subscription information upon the COD specified in the ECR PPA.

2. If an ECR Applicant Accepts the ECR Contract Price but that ECR Applicant's ECR Customer Subscription information or required attestation contains minor deficiencies as determined by [PG&E; SCE; SDG&E], [PG&E; SCE; SDG&E], in its sole discretion, may permit an ECR Applicant to cure these minor deficiencies by re-submitting the ECR Customer Subscription information or required attestation (or a subset thereof) within five (5) business days of notice from [PG&E; SCE; SDG&E] of the deficiency. The ECR PPR for an ECR Applicant whose ECR Customer Subscription information or required attestation contains material substantive issues will be deemed incomplete and rejected, as described in Section E.1.e above. [PG&E; SCE; SDG&E] will review re-submitted ECR Customer Subscription information or the required attestation within ten (10) business days of receipt. If the re-submitted ECR Customer Subscription information or required attestation is deemed complete after the second review, the ECR Applicant will remain eligible to Accept the ECR Contract Price. Failure to re-submit the ECR Customer Subscription information or required attestation within five (5) business days of notice from [PG&E; SCE; SDG&E] to correct the minor deficiency shall result in the ECR PPR being rejected, as described in Section E.1.e above.
3. Failure to provide [PG&E; SCE; SDG&E] with written notice Accepting the ECR Contract Price and the ECR Customer Subscription information or required attestation by 5:00 p.m. PT on the tenth (10th) business day after the first business day of an ECR Period will be deemed to be notice that the ECR Applicant Rejects the ECR Contract Price for that ECR Period.
4. [PG&E; SCE; SDG&E] will award ECR PPAs to ECR Applicants who meet the ECR Eligibility Criteria and who Accept the ECR Contract Price in ECR Queue Number order until the Available ECR Allocation for the ECR Period is met or Deemed Fully Subscribed. ~~{SDG&E: If SDG&E does not offer capacity in the Re-MAT As Available Peaking Product Type in any concurrent ECR Period, SDG&E will award ECR PPAs to ECR Applicants who meet the ECR Eligibility Criteria and who Accept the ECR Contract Price in order from lowest to highest Bid Price until the Available ECR Allocation for the ECR Period is met or Deemed Fully Subscribed.}~~ [PG&E; SCE; SDG&E] will input information from the ECR PPR into the ECR PPA for execution. [PG&E; SCE; SDG&E] will provide written notice to ECR Applicants who are awarded an ECR PPA for an ECR Period within thirty (30) business days following the deadline for ECR Applicants to Reject the ECR Contract Price or Accept the ECR Contract Price. If the Contract Capacity of the next ECR Project in ECR Queue Number order that has provided notice to [PG&E; SCE; SDG&E] within ten (10) business days after the first business day of an ECR Period indicating a willingness to execute an ECR PPA is larger than the remaining Available ECR Allocation for that ECR Period, that ECR Applicant will not be awarded an ECR PPA and [PG&E; SCE; SDG&E] will deem the Available ECR Allocation fully subscribed (Deemed Fully Subscribed).
5. Applicants who Reject the ECR Contract Price or Accept the ECR Contract Price but who are not awarded an ECR PPA will retain their ECR Queue Number, except as otherwise specified in this Schedule.
6. Applicants who are awarded an ECR PPA for an ECR Period must submit concurrently with the executed ECR PPA an original legal opinion as described in Section D.17 above to [PG&E; SCE; SDG&E] within ten (10) business days of receiving written notice of an executable ECR PPA from [PG&E; SCE; SDG&E]. If the ECR Applicant fails to return an executed ECR PPA and legal opinion to [PG&E; SCE; SDG&E] within ten (10) business days of receiving an executable ECR PPA, the ECR Applicant will be deemed to have rejected the ECR PPA and the Applicant's ECR Queue Number will be revoked. The capacity associated with the ECR Applicant's ECR Project will be allocated back to the remaining ECR program capacity pursuant to Section G above.

7. Within ten (10) business days of the execution of the ECR PPA by both the ECR Applicant and [PG&E; SCE; SDG&E], [PG&E; SCE; SDG&E] will provide on its website information regarding the executed ECR PPA.
8. Residential Customer Subscription Minimums: [PG&E and SCE: 45; SDG&E: 10] MW-AC of capacity is reserved for residential customer participation in the GTSR Program. [PG&E; SCE; SDG&E] reserves the right to not offer an ECR PPA to an ECR Project if the subscribed ECR Customers to that ECR Project would cause [PG&E; SCE; SDG&E] to no longer have [PG&E: 45; SCE: 45; SDG&E: 10] MW-AC available for residential customer participation in its GTSR Program. Additionally, [PG&E; SCE; SDG&E] is required to procure one ECR project that has at least 50% residential ECR Customer Subscriptions. If an ECR Project in the ECR Queue demonstrates that it has at least 50% residential ECR Customer Subscriptions and [PG&E; SCE; SDG&E] has not yet met this target, [PG&E; SCE; SDG&E] reserves the right to execute an ECR PPA with that ECR Project regardless of that ECR Project's place in the ECR Queue provided, however, that if multiple ECR Projects in the ECR Queue would allow [PG&E; SCE; SDG&E] to meet this target, [PG&E; SCE; SDG&E] will adhere to the ECR Queue Number of those projects when meeting this target.
9. Environmental Justice (EJ) Prioritization Option: [PG&E; SCE; SDG&E] is directed to set aside [PG&E: 45; SCE: 45; SDG&E: 10] MW-AC of capacity for GTSR Program projects of up to 1 MW-AC in size that are located in EJ areas, as defined below under Section N. [PG&E; SCE; SDG&E] reserves the right to not offer an ECR PPA to an ECR Project if the ECR Project would cause [PG&E; SCE; SDG&E] to no longer have [PG&E: 45; SCE: 45; SDG&E: 10] MW-AC available for EJ participation on its GTSR Program. If there are ECR Projects in the ECR Queue no greater than 1 MW-AC in size that are located in an EJ area, [PG&E; SCE; SDG&E] reserves the right to execute an ECR PPA(s) with those ECR Projects regardless of their place in the ECR Queue provided, however, that if multiple ECR Projects in the ECR Queue would allow [PG&E; SCE; SDG&E] to meet this target, [PG&E; SCE; SDG&E] will adhere to the ECR Queue Number of those projects when meeting this target.

J. ECR PPA

The ECR PPA will be completed by [PG&E; SCE; SDG&E] for execution by the ECR Applicant and shall include the information submitted in the ECR PPR, which includes, but is not limited to, the information listed below.

1. ECR Applicant Name: must be a legal entity
2. ECR Project Name
3. ECR Project Street Address (or nearest intersection) (or coordinates if no intersection or street address)
4. Type of Facility: As-Available Peaking
5. Renewable Resource Type: Solar
6. Interconnection Queue Position
7. Interconnection Point
8. Service Voltage
9. Delivery Point (point of interconnection to the California Independent System Operator (CAISO) grid; and, for payment purposes, the corresponding Price Node (PNode))
10. Expected COD: no later than twenty-four (24) months from the execution date of the ECR PPA
11. Contract Capacity
12. Delivery Term: 10, 15, or 20 years

13. Contract Quantity: provide estimates in kWh/year, net of Station Use for each year of the Delivery Term of the ECR PPA
14. ECR Customer Protections required to be included in the CDA ([\[PG&E; SCE; SDG&E\]](#) will not request access to the pricing component of the CDA that applies to ECR Customers)
- ~~15. {Placeholder for other ECR PPA terms; to be finalized once we have the ECR Rider}~~

K. METERING

ECR Projects must be electrically independent and separately metered. Metering requirements are described in the ECR PPA.

L. ECR SPECIAL CONDITIONS

The following Special Conditions apply to [\[PG&E's; SCE's; SDG&E's\]](#) ECR program:

1. ECR COD Extension Policy: The COD for the ECR PPA may only be extended pursuant to the terms in the ECR PPA. The ECR PPA requires that the ECR Project achieve its COD on the first day of a calendar month within twenty-four (24) months after the Execution Date of the ECR PPA, with the possibility of one six (6) month extension for Permitted Extensions as set forth in the ECR PPA.
2. Termination of ECR PPA: Unless terminated earlier pursuant to the ECR PPA, the ECR PPA automatically terminates immediately following the last day of the Delivery Term.
3. ECR Program Suspension: [\[PG&E; SCE; SDG&E\]](#) may file a Tier 2 Advice Letter (AL) with the CPUC to suspend service under this Schedule when evidence of market manipulation or malfunction exists. The AL must be filed on the applicable CPUC service list. The AL shall identify the portion of the program suspended, the specific behavior and reasons for the suspension, and [\[PG&E's; SCE's; SDG&E's\]](#) proposal for resolving the problem.
- ~~4. ECR Customer Subscriptions: As a Condition Precedent to the ECR Project achieving COD under the ECR PPA, the subscribed list of ECR Customers will be verified by [\[PG&E; SCE; SDG&E\]](#) as provided in the ECR PPA.~~

M. DENIAL OF SERVICE UNDER THIS SCHEDULE

[\[PG&E; SCE; SDG&E\]](#) may reject a PPR, upon written notice, under this Schedule if it makes any of the following findings:

1. The ECR Project does not meet the applicable requirements of PUC Sections 2831-2834 or any applicable CPUC decision.
2. The transmission or distribution grid that would serve as the point of interconnection is inadequate.
3. The ECR Project does not meet all applicable state and local laws and building standards, and utility interconnection requirements.
4. The aggregate of all electric generation facilities on a distribution circuit would adversely impact utility operation and load restoration efforts of the distribution system.
5. The ECR Project appears to be part of an overall installation larger than 3 MW by the same company or consortium in the same general location, or appears to be sharing facilities with one or more projects.

6. There exist any outstanding obligations owed to [PG&E; SCE; SDG&E] by the ECR Applicant under a previously executed agreement related to the sale of energy, capacity, green attributes, or other related products, in each case, that relates to either any portion of the site or the interconnection queue position to be utilized by the ECR Project seeking an ECR PPA.
7. The ECR Project would cause [PG&E; SCE; SDG&E] not to meet its residential or EJ reservation targets as provided in Section I.8 and I.9.
8. The ECR Applicant or ECR Project does not otherwise meet the requirements of this Schedule.

Upon receipt of notice of rejection of a PPR from [PG&E; SCE; SDG&E], the ECR Applicant may appeal the decision to the CPUC.

N. ECR DEFINITIONS

Capitalized terms in this Schedule have the same meaning as the defined term in the ECR PPA, unless the term is otherwise defined in this Schedule either in the sections above or in the specific Definitions section below.

1. ECR PPA: As defined in Section D.6.a5 above, ECR PPA refers collectively to both the Re-MAT PPA ([PG&E: Form 79-1150; SCE: Form 14-934; SDG&E: Form # 142-0610]) and ECR Rider ([PG&E: Form XXXXX; SCE: Form 14-963; SDG&E: Form # XXX-XXXX]) when used in this Schedule.
2. As-Available Peaking: For the purposes of this Schedule, As-Available Peaking has the same meaning as the defined term “As-Available Peaking” in Section N of Schedule Re-MAT. [PG&E; SCE; SDG&E] reserves the right to request a generation profile and supporting information for the ECR Project to confirm the generation profile.
3. Subscription: For the purposes of this Schedule, Subscription is defined as the total capacity of ECR Projects from ECR Applicants willing to accept the ECR Contract Price in an ECR Period.
4. Community: For the purposes of this Schedule, Community is defined as ECR Customers within the same municipality or county as the ECR Project address, or who have a service address within ten (10) miles of the ECR Project’s address. Prior to the execution of the ECR PPA, aAn ECR Project must meet the Minimum Community Interest Requirements, as defined in Section D.143 above.
5. ECR Applicant: For the purpose of this Schedule, ECR Applicant shall mean the entity who submits an ECR PPR for an ECR Project to [PG&E; SCE; SDG&E] to apply to participate on this Schedule.
6. ECR Customer: An [PG&E; SCE; SDG&E] customer who meets the eligibility requirements and/or receives service pursuant to [PG&E: E-ECR; SCE: Schedule GTSR-CR; SDG&E: Schedule ECR] and who enters into a CDA with an ECR Applicant.
7. EJ Project: An ECR Project that meets the ECR Eligibility Criteria with a nameplate rated generating capacity that is between 0.5 MW-AC and 1 MW-AC, and that is located in one of the EJ census tracts listed on [PG&E’s; SCE’s; SDG&E’s] website.
8. New Facility: A facility that meets the ECR Eligibility Criteria, has never generated electricity before the COD in the ECR PPA (except for testing under the ECR PPA), and that was constructed for the sole purpose of participating under this Schedule, the initial COD of which is specified in the ECR PPA.
9. Customer Subscription: The level of customer participation in [PG&E’s; SCE’s; SDG&E’s] GTSR program.
~~[SDG&E: Bid Price: The dollar per megawatt hour (\$/MWh) price, not to exceed the last posted Re-MAT As-Available Peaking Product Type Contract Price, at which the ECR Applicant is willing~~

to execute an ECR PPA (Accept the ECR Contract Price), and which is provided by the ECR Applicant to SDG&E in writing. The Bid Price is applicable only if SDG&E does not offer capacity in the Re-MAT As Available Peaking Product Type in a concurrent ECR Period.}]

Attachment E

Supplemental Sample ECR Rider

CLEAN

RAP ID # [Number], [Name of Seller]

**GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES
(CR) PROGRAM PROJECT DEVELOPMENT TARIFF RIDER AND AMENDMENT**

FORM # 14-963

to the

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT**

FORM # 14-934

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[NAME OF SELLER]

This Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider And Amendment (“GTSR CR Rider and Amendment”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider and Amendment Effective Date (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider and Amendment shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

RECITALS

The Parties enter into this GTSR CR Rider and Amendment with reference to the following facts:

- A. Concurrently herewith, SCE and Seller enter into that certain Renewable Market Adjusting Tariff Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller will sell to SCE, and SCE will purchase from Seller, Product upon commencement of the Term, pursuant to SCE’s Green Tariff Shared Renewables Community Renewables Project Development Tariff (Schedule GTSR-CR).
- B. The Parties seek to modify the Agreement in order to incorporate provisions related to Schedule GTSR-CR.

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GTSR CR Rider

Form 14-963

[Date]

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Sections 2.3.1, 2.3.2 and 2.3.3 are deleted and replaced with the following:

“2.3.1. The Facility is an As-Available Facility.

2.3.2. The Facility’s renewable resource is solar *[photovoltaic (tracking) / photovoltaic (fixed tilt) / thermal / other]*.

2.3.3. The Facility is a “small power production facility,” as described in 18 CFR §§292.203(a), 292.203(c) and 292.204.”
2. Section 2.8.1 is amended by deleting “If not already capable of delivering Product on the Execution Date,” in the first sentence.
3. Section 2.8.2 is amended by replacing “demonstrated” with “achieved the” and replacing “by” with “Date on or before”.
4. Section 3.1 is amended by adding “AC” after “3,000 kW” in the second sentence.
5. Section 3.2 is amended by deleting the “, and, for excess sale arrangements, Site Host Load” in the first sentence.
6. Section 3.3 is amended by deleting the following phrase:

“, pursuant to Seller’s election of a(n) (check one): ☐ full buy/sell; or ☐ excess sale arrangement”
7. Section 3.4.2 is amended by (i) in subsection (c) replacing the phrase “4.3 and 6.11,” with “4.3, 6.6, 6.11, 21 and 22,”; (ii) in subsection (d) replacing the phrase “10.2.7 , and 14.8.4,” with “10.2.7, 14.8.4, and 21”; and (iii) in subsection (i) inserting the phrase “and Section 21” after “Section 19”.
8. Section 3.5 is amended by adding the phrase “first calendar day of the month following the” before “Commercial Operation Date” in the first sentence and replacing the phrase “only when” with “on the day on in which” in the second sentence.

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9. New Sections 3.5.13, 3.5.14 and 3.5.16 are added to read as follows:

“3.5.13. Seller has delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.7 containing the information required by such report;

3.5.14. Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.5.13 that: (i) such Customer has enrolled in Buyer’s CR Tariff; and (ii) the Subscription amount for such Customer (a) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (b) is projected to be in an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer’s load;

3.5.16. Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer, issued by a law firm listed in The American Lawyer annual “AmLaw 100” list for the then-current year stating that the transactions between the Customers and Seller: (a) comply with securities law, and that Buyer and its ratepayers are not at risk for securities claims associated with the Project, and (b) comply with one of the following: (i) do not involve the offer or sale of “securities” under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (iii) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (iv) involve the offer or sale of securities exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.”

10. Section 3.6.1 is deleted in its entirety and replaced with the following:

“The price for Subscribed Delivered Energy is *[Dollar amount as text]* dollars (\$*[Number]*) per kWh (the “Contract Price”) multiplied by the Payment Allocation Factor for the TOD Period being calculated. *[Contract Price to be determined by Re-MAT As-Available Peaking product type.]*”

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[Date]

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11. Inserting the following new section after Section 3.6.1:

“3.6.2. Subject to Section 3.8.4, the price for Unsubscribed Delivered Energy is the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price (the “Unsubscribed Energy Price”) and (b) the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated.”

12. Section 3.6.2 is re-numbered as Section 3.6.3 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price”.

13. Section 3.6.3 is re-numbered as Section 3.6.4 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price” and adding the words “or seventy-five percent (75%) of the Unsubscribed Energy Price, as applicable” after the second use of the word “Contract Price”.

14. New Section 3.6.5 is added to read as follows:

“3.6.5. If the Commercial Operation Date occurs on a day other than the first day of a calendar month for any reason, the price per kWh paid to Seller for Delivered Energy from the Commercial Operation Date until the first day of the next succeeding calendar month shall be the Unsubscribed Energy Price.”

15. A new Section 3.7 is added to read as follows:

“3.7. Subscription

3.7.1. Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Appendix O (as such Appendix O may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Appendix O, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Execution Date, Seller may include Subscription Information and Bill Credit Instructions for Seller’s Customers for the Project who are located anywhere in Buyer’s then current service territory.

3.7.2. The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the “Subscribed Capacity” for the Facility.

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- 3.7.3. The Contract Capacity less the Subscribed Capacity for each billing month represents the “Unsubscribed Capacity” for the Facility.”
16. Section 3.7.1 is re-numbered as Section 3.8.1 and is amended by (i) replacing “the Contract Price to Seller for the Product” with “Seller and credit Seller’s Customers for the Product in accordance with Section 3.8.6 and in accordance with approved, accurate and undisputed Subscription Information and Bill Credit Instructions”; (ii) in subsection (a) replacing the term “Facility” with “Project”; and (iii) adding “Seller shall assign payment for Subscribed Energy to its Customers.” at the end of the section.
17. Section 3.7.2 is re-numbered as Section 3.8.2
18. A new Section 3.8.3 is added as follows:

“3.8.3. During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then the payment related to all Delivered Energy shall be calculated using the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller’s Customers and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated using the Contract Price and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the lesser of the Unsubscribed Energy Price and Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4 and shall be paid to Seller.

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Years of Operation	Minimum subscription level for purposes of calculating the Minimum Subscription Requirement
First Contract Year	45%
Second Contract Year	70%
Third Contract Year	90%
Remaining Delivery Term	95%

”

19. Section 3.7.3 is re-numbered as Section 3.8.4 and is deleted in its entirety and replaced with the following:

“3.8.4. The monthly payment will equal the sum of (a) the sum of the monthly payments for all TOD Periods in the month and (b) the Curtailed Product Payment for the month. The monthly payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:

SELLER’S PAYMENT_n (to be assigned to Seller’s Customers for Subscribed Delivered Energy) = A x C x (D - E) x G

SELLER’S PAYMENT_n (if Minimum Subscription Requirement is met) = A x C x (D - E) x F

SELLER’S PAYMENT_n (if Minimum Subscription Requirement not met) = B x (D - E) x F

Where:

- A = Contract Price, in \$/kWh.
- B = The lesser of (i) the Unsubscribed Energy Price and (ii) A multiplied by C, in \$/kWh.
- C = The Payment Allocation Factor for the TOD Period being calculated.
- D = The sum of Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in kWh.

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[Date]

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E = Any Delivered Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 3.8.1.

F = Unsubscribed Delivered Energy

G = Subscribed Delivered Energy

[for SCE]

20. Sections 3.7.4 and 3.7.5 are re-numbered as Sections 3.8.5 and 3.8.6 respectively and are deleted in their entirety and replaced with the following:

“3.8.5. Buyer shall determine the amount of Product received from Seller pursuant to this Agreement for each monthly period and issue an invoice showing the calculation of the payment and make such payment to Seller within ninety (90) days immediately following the end of each calendar month. Upon request from Seller, Buyer shall provide: (a) records of metered data, including metering and transaction data sufficient to document and verify the generation of Product by the Facility for any settlement time interval during the preceding months; (b) access to any records, including invoices or settlement data from the CAISO; and (c) an invoice, with Seller indicating the payments associated with the Unsubscribed Delivered Energy. Any amounts owed by Seller under this Agreement, including under Section 15.2.3 shall not be included in Seller’s Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller.

3.8.6. Each invoice by Buyer may be adjusted by any amounts owed by or to Seller under this Agreement. Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice, Buyer shall provide an explanation of the amounts Buyer has applied on the invoice. Buyer shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.”

21. Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding “in accordance with Section 19 below” after “resolved” in the third sentence; (ii) adding “or

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bill credit” after “any required payment” and adding “in the case of a payment only” after “date paid” at the end of the sixth sentence; (iii) replacing “3.7.6” with “3.8.7” in the eighth sentence; and (iv) replacing “Seller” with “Buyer” in the last sentence.

22. *[for PG&E and SDG&E]* [Section 3.7.7 is re-numbered as Section 3.8.9 and is amended by replacing “3.7.5” therein with “3.8.6”. *[[for SCE]]* Section 3.7.7 is deleted in its entirety.]
23. *[for PG&E and SDG&E]* [Sections 3.7.8, 3.7.9 and 3.8 are re-numbered as Sections 3.8.10, 3.8.11 and 3.9 respectively. *[for SCE]* [Sections 3.7.8, 3.7.9 and 3.8 are re-numbered as Sections 3.8.9, 3.8.10 and 3.9 respectively.]
24. *[PG&E and SDG&E only]* [Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of “3.7” with “3.8”.]
25. New Sections 3.8.8 and 3.8.9 are added to read as follows:

“3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff, or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.

3.8.9. Unless otherwise agreed to in writing by the Parties, any payment due under this Agreement will be satisfied by issuance of a check, via Automated Clearing House transfer or via wire transfer.”]

[for PG&E and SDG&E] [

26. Section 3.7.4 is re-numbered as Section 3.8.5 and is amended by (i) in subsection (c) adding “, indicating the payments associated with the Unsubscribed Delivered Energy” after “Buyer” and (ii) adding “Any amounts owed by Seller under this Agreement, including under Section 15.2.3 shall not be included in Seller’s Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller.” at the end of the section.
27. Section 3.7.5 is re-numbered as Section 3.8.6 and is deleted in its entirety and replaced with the following:

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- “3.8.6. Each invoice will be adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the second month from which Buyer receives an invoice from Seller; provided, that Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an explanation of the amounts Buyer has applied towards Seller’s invoice. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.”
28. Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding “in accordance with Section 19 below” after “resolved” in the third sentence; (ii) adding “or bill credit” after “any required payment” and adding “in the case of a payment only” after “date paid” at the end of the sixth sentence; and (iii) replacing “3.7.6” with “3.8.7” in the eighth sentence.
29. A new Section 3.8.8 is added to read as follows:
- “3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.”]
30. [PG&E and SDG&E only] [Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of “3.7” with “3.8”.]
31. Section 4.6 is deleted in its entirety and replaced with “[INTENTIONALLY OMITTED]”.
32. Section 5.3.1 is amended by deleting “or ten (10) years have elapsed from the date Seller first received an incentive or benefit under any such program with respect to the Facility”.

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33. Section 5.3.9 is amended by replacing “other Laws or, in the case of excess sale arrangements, to serve any Site Host Load” with “Law”.

34. New Sections 5.3.14 through 5.3.23 are added to read as follows:

“5.3.14. Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with GTSR-CR-PD Tariff;

5.3.15. Prior to the Execution Date and during the Term, (a) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and (b) Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California);

5.3.16. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: (i) the Delivered Energy qualifies and is Green-e© Energy eligible; (ii) Seller shall comply with the Green-e© Energy requirements and best practices as updated from time to time by Green-e© Energy; (iii) Seller shall provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e© Energy verification and audit; (iv) Seller shall provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers; and (v) Seller shall provide Buyer with a completed “Green-e© Energy Attestation From Generator Participating In A Tracking System” (or successor form available on Green-e©’s website) promptly when required by Buyer, and (vi) Seller shall provide Buyer with Green-e© Energy Host attestations as they are requested;

5.3.17. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the Subscription Information and Bill Credit Instructions required under Section 3.7 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions;

5.3.18. Seller, and, if applicable, its successors, represents, warrants and covenants that prior to the Execution Date and throughout the Term: (i) Seller has complied with and shall continue to comply with the Marketing Plan requirements of the GTSR-CR-PD Tariff and Green-e© Energy, (ii) all marketing by Seller shall be accurate

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and in compliance with the Federal Trade Commission Green Guides, (iii) any changes to the Marketing Plan shall be submitted to Buyer for review prior to Seller's use of such materials, (iv) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project required by Green-e® Energy, including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information; and (v) Seller has received from Buyer and has read Attachment 1 of the CPUC's CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;

5.3.19. Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 21 and 22;

5.3.20. Seller shall not use Buyer's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without Buyer's prior written consent;

5.3.21. Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, has retained its own legal counsel to provide advice on securities law matters; and

5.3.22. The Project shall comply with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.

The last sentences in Sections 5.3.3 and 5.3.4 and Section 5.3.5 shall not be applicable to Seller's representations, warranties and covenants in the remaining portions of Sections 5.3.3 and 5.3.4. If Seller breaches or fails to perform its representations, warranties and covenants under Sections 5.3.3 or 5.3.4, such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller."

35. Section 6.2.3 is deleted in its entirety.

36. Section 6.8.3 is amended by adding the words "or Unsubscribed Energy Price, as applicable," after the first use of the word "Contract Price".

37. Section 6.16 is deleted in its entirety and replaced with the following:

"6.16. Audit Rights

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Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer's Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 6.16 and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years."

38. Section 7 is amended by adding a new Section 7.4 at the end thereof:

"7.4 Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e® Energy certification, or loss thereof."

39. Section 13.5.2 is amended by adding "Operation" after "Guaranteed Commercial".
40. Section 13.5.3 is amended by replacing the term "Section 3.7.9" with *[for SCE]* "Section 3.8.7" *[for PG&E and SDG&E]* "Section 3.8.11".
41. Section 14.2.2.4 is amended by deleting "Subject to Section 4.6," and by replacing "Section 4.5" with "Sections 4.5 and 5.3.3".
42. Section 14.3 is amended by replacing "defaulting party" with "defaulting Party".
43. Section 14.8.2 is amended by adding the words "lesser of the Unsubscribed Energy Price and" before the word "Contract Price".
44. Section 16.1 is amended by (i) deleting the first use of "the"; (ii) adding "Green-e® Energy," before "FERC"; and (iii) adding "FERC's," after "pursuant to the CEC's,".
45. Section 17.1 is amended by (i) adding the phrase "or transfer" after the word "assign" in the first sentence; (ii) adding the phrase "any of" before "its rights hereunder" in the first sentence; (iii) adding the phrase "all of" after the phrase "assignee assumes" in subsection (a); (iv) deleting the word "and" before subsection (d); and (v) adding subsection (e) as follows:

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“, and (e) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA.”

46. Section 20.3 is amended by adding “; no Customer, or any other third party, shall be a third party beneficiary of this Agreement” at the end of the third sentence.

47. A new Section 20.6 is added to read as follows:

“20.6 No Partnership or Joint Venture.

Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”

48. New Sections 21 and 22 are added to read as follows:

“21 CUSTOMER-SELLER AGREEMENT

21.1. Required Provisions.

Seller shall include the following provisions in each CSA:

21.1.1. An outline detailing the program structure of the CR Tariff and the GTSR-CR-PD Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscription Information and Bill Credit Instructions;

21.1.2. The benefits and risks to Customer of subscribing to the Facility, including any termination of the PPA or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;

21.1.3. Customer acknowledgment of the risks associated with participating in wholesale energy markets;

21.1.4. Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

21.1.5. Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.7;

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21.1.6. The CSA will automatically terminate upon termination or expiration of this Agreement;

21.1.7. Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;

21.1.8. All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;

21.1.9. Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;

21.1.10. Customers must un-enroll from Buyer's CR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

21.1.11. Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

21.1.12. Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer's territory upon the Execution Date;

21.1.13. Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

21.1.14. Disclosure that the Customer Subscription may be considered a "security" issued by Seller under federal or state law;

21.1.15. Customer is not guaranteed any energy production from the Project;

21.1.16. Information describing Green-e© Energy and what requirements Seller is subject to in order to provide Customers with Green-e© Energy product;

21.1.17. A description of Customer access rights to the Site and the Facility, if any;

21.1.18. Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;

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21.1.19. Seller's customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;

21.1.20. Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

21.1.21. Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;

21.1.22. A Seller transfer or sale of the Project to another entity will be subject to Buyer's consent and the transferee must (i) accept all of Seller's obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;

21.1.23. Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the GTSR-CR-PD Tariff, due to any such proposed modifications;

21.1.24. A Customer's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load;

21.1.25. Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;

21.1.26. Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;

21.1.27. Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law

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provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;

21.1.28. Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

21.1.29. Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

21.1.30. Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of Law); and

21.1.31. Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits.

22 GREEN-E© ENERGY CERTIFICATION

22.1. Seller Compliance with Green-e© Energy Requirements.

Throughout the Term, Seller must comply with Green-e© Energy eligibility criteria and requirements in its marketing materials and the CSA, throughout the Term and surviving the expiration of the Agreement, Seller must disclose requested information to the Buyer and/or Green-e© Energy for Green-e© Energy certification, including but not limited to:

22.1.1. Agreeing to provide Green-e© Energy certified resources to all Customers;

22.1.2. Agreeing to abide by Green-e© Energy requirements and best practices as specified on the Green-e© Energy website;

22.1.3. Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, GTSR-CR-PD Tariff and Green-e© Energy requirements, Code of Conduct, and best practices;

22.1.4. Maintaining a webpage with disclosures about the Project, Seller's customer service contact information, and links to both Buyer's CR webpage and the Green-e© Energy website;

22.1.5. Completed Disclosure Documents to each potential Customer prior to signing CSA with a customer and in a welcome packet distributed, sixty (60)

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days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (i) amount of energy, in kWh, that Customer has been provided from the Project; (ii) price per kW or kWh; (iii) kW or kWh contracted for (option to also include percentage of Facility's output); (iv) the Term; (v) renewable resource mix (100% solar); (vi) Facility location; (vii) Seller's contact information; (viii) disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (ix) include an estimated output in kWh for each Customer's Subscription (if selling in kW); (x) include the average kW needed to power a home in the region (if selling in kW); (xi) Seller's customer service contact information; (xii) link to Buyer's CR webpage; (xiii) all terms and conditions of Customer's Subscription; (xiv) statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy certification and link to Green-e® Energy's website: www.green-e.org/energy; and

22.1.6. Seller to provide all forms, disclosure and other information to Buyer s or its auditors for annual verification and audit."

49. Appendix A is amended by (i) removing the following defined terms:

"Accepted Compliance Costs"
"Baseload Facility"
"CEC Verification"
"Compliance Action"
"Compliance Expenditure Cap"
"Control Area"
"Demonstration Hour"
"GEP Shortfall"
"Site Host Load"
"Wind Turbines"

(ii) modifying the following defined terms as follows:

"Contract Year": adding "first calendar day of the month following the" before the use of the word "Commercial Operation Date" in both instances.

"Energy": removing "and, in the case of excess sales arrangements, any Site Host Load"

"Force Majeure": in subsection (d) removing the term "wind"

"Guaranteed Energy Production": replacing term "Section 12.2" with "Section 12.1"

"Product": removing " , and, in the case of excess sales arrangements, any Site Host Load"

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(iii) adding the following defined terms:

“CR Tariff” means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller’s Facility.

“Customer” means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller’s Facility.

“Customer-Seller Agreement” or “CSA” means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Facility, which shall be subject to those requirements set forth within Section 21 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at http://green-e.org/verif_docs.html or any successor webpage.

“Event of Default” has the meaning set forth in Section 14.2.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on 1) general principles applicable to environmental marketing claims, 2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“FTC” means the Federal Trade Commission.

“Green-e® Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://green-e.org>.

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“GTSR-CR-PD Tariff” means Buyer’s Green Tariff Shared Renewables Community Renewables Project Development Tariff.

“Interconnection Point” has the meaning set forth in Section 2.5.

“Minimum Subscription Requirement” has the meaning set forth in Section 3.8.3.

“Renewable Energy Credit Market Price” means *[the price or price methodology as determined by the CPUC pursuant to Phase IV of the GTSR Proceeding]*.

“Scheduling Coordinator” has the meaning described in Section 15.1.

“Subscribed Capacity” has the meaning set forth in Section 3.7.2.

“Subscribed Delivered Energy” means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.

b) In the case of an energy-based subscription business model employed in the CSA, the subscription that a Customer has signed up for (expressed in kWh), multiplied by the Contract Capacity (expressed in kW), divided by the Contract Quantity (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: $\text{Load} \times \text{Contract Capacity} / \text{Contract Quantity} \times 12 \text{ months} = \text{Subscription}$

“Subscription Information and Bill Credit Instructions” mean the information required to be provided by Seller to Buyer in accordance with Section 3.7 as set forth in the form provided in Appendix O.

“Unsubscribed Capacity” has the meaning set forth in Section 3.7.3.

“Unsubscribed Delivered Energy” means the quotient of Unsubscribed Capacity divided

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by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

“Unsubscribed Energy Price” means the DLAP Price plus the Renewable Energy Credit Market Price.

50. A new Appendix O (attached hereto) is added to Article 1 and after Appendix M.

51. MISCELLANEOUS

- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.
- (c) Governing Law. THIS GTSR CR RIDER AND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER AND AMENDMENT.
- (d) Successors and Assigns. This GTSR CR Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider and Amendment on behalf of such Party and to bind such Party to this GTSR CR Rider and Amendment. Any written notice required to be given under the terms of this GTSR CR Rider and Amendment shall be given in accordance with the terms of the Agreement.

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GTSR CR Rider

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- (f) Effective Date. This GTSR CR Rider and Amendment shall be deemed effective as of the Execution Date.
- (g) Further Agreements. This GTSR CR Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This GTSR CR Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider and Amendment as to the Parties and may be used in lieu of the original GTSR CR Rider and Amendment for all purposes.

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Southern California Edison

Confidential Information

RAP ID # [Number], [Name of Seller]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider and Amendment to be executed as of the Execution Date.

[SELLER], a [State and form of incorporation] .
By: _____ [Name] [Title]

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: _____ Colin Cushnie Vice President, Energy Procurement & Management

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APPENDIX O

Subscribed Customer Reporting Form

Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the “Capacity Subscribed (kW)” or the “Load Subscribed (kWh)” column, the appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.

Name	Service Address	SCE service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

*** End of Appendix O ***

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Appendix O

Attachment F

Comparison Between Supplemental Sample
ECR Rider and Original Sample ECR Rider

REDLINE

**GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY
~~RENEWABLE~~RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT TARIFF
RIDER AND AMENDMENT**

FORM # 14-963

to the

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT**

FORM # 14-934

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[NAME OF SELLER]

This Green Tariff Shared Renewables (GTSR) Community ~~Renewable~~Renewables (CR) Program Project Development Tariff Rider And Amendment (“GTSR CR Rider and Amendment”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider and Amendment Effective Date (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider and Amendment shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

RECITALS

The Parties enter into this GTSR CR Rider and Amendment with reference to the following facts:

- A. Concurrently herewith, SCE and Seller enter into that certain Renewable Market Adjusting Tariff Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller will sell to SCE, and SCE will purchase from Seller, Product upon commencement of the Term, pursuant to SCE’s Green Tariff Shared Renewables Community Renewables Project Development Tariff (Schedule GTSR-CR).
- B. The Parties seek to modify the Agreement in order to incorporate provisions related to Schedule GTSR-CR.

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AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Sections 2.3.1, 2.3.2 and 2.3.3 are deleted and replaced with the following:

“2.3.1. The Facility is an As-Available Facility.

2.3.2. The Facility’s renewable resource is solar *[photovoltaic (tracking) / photovoltaic (fixed tilt) / thermal / other]*.

2.3.3. The Facility is a “small power production facility,” as described in 18 CFR §§292.203(a), 292.203(c) and 292.204.”
2. Section 2.8.1 is amended by deleting “If not already capable of delivering Product on the Execution Date,” in the first sentence.
3. Section 2.8.2 is amended by replacing “demonstrated” with “achieved the” and replacing “by” with “Date on or before”.
4. Section 3.1 is amended by adding “AC” after “3,000 kW” in the second sentence.
5. Section 3.2 is amended by deleting the “, and, for excess sale arrangements, Site Host Load” in the first sentence.
6. Section 3.3 is amended by deleting the following phrase:

“, pursuant to Seller’s election of a(n) (check one): ☐ full buy/sell; or ☐ excess sale arrangement”
7. Section 3.4.2 is amended by (i) in subsection (c) replacing the phrase “4.3 and 6.11,” with “4.3, 6.6, 6.11, 21 and 22,”; (ii) in subsection (d) replacing the phrase “10.2.7 , and 14.8.4,” with “10.2.7, 14.8.4, and 21”; and (iii) in subsection (i) inserting the phrase “and Section 21” after “Section 19”.
8. Section 3.5 is amended by adding the phrase “first calendar day of the month following the” before “Commercial Operation Date” in the first sentence and replacing the phrase “only when” with “on the day on in which” in the second sentence.

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9. New Sections 3.5.13, 3.5.14, ~~3.5.15~~ and 3.5.16 are added to read as follows:

“3.5.13. Seller has delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.7 containing the information required by such report;

3.5.14. Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.5.13 that: (i) such Customer has enrolled in Buyer’s CR Tariff; and (ii) the Subscription amount for such Customer (a) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (b) is projected to be in an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer’s load;

~~3.5.15. Seller shall have submitted to Buyer an attestation stating that (i) at least three (3) unaffiliated Customers have entered into CSAs for Subscriptions to Seller’s Project, and (ii) Seller has entered into CSAs for Subscriptions corresponding to a minimum of fifty one percent (51%) of the energy or capacity, as applicable, of the Project; and~~

~~3.5.16.~~ Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer, issued by a law firm listed in The American Lawyer annual “AmLaw 100” list for the then-current year stating that the transactions between the Customers and Seller: (a) comply with securities law, and that Buyer and its ratepayers are not at risk for securities claims associated with the Project, and (b) comply with one of the following: (i) do not involve the offer or sale of “securities” under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (iii) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (iv) involve the offer or sale of securities exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.”

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10. Section 3.6.1 is deleted in its entirety and replaced with the following:

“The price for Subscribed Delivered Energy is [Dollar amount as text] dollars (\$[Number]) per kWh (the “Contract Price”) multiplied by the Payment Allocation Factor for the TOD Period being calculated. [Contract Price to be determined by Re-MAT As-Available Peaking product type.]”

11. Inserting the following new section after Section 3.6.1:

“3.6.2. Subject to Section 3.8.4, the price for Unsubscribed Delivered Energy is the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price (the “Unsubscribed Energy Price”) and (b) the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated.”

12. Section 3.6.2 is re-numbered as Section 3.6.3 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price”.

13. Section 3.6.3 is re-numbered as Section 3.6.4 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price” and adding the words “or seventy-five percent (75%) of the Unsubscribed Energy Price, as applicable” after the second use of the word “Contract Price”.

14. New Section 3.6.5 is added to read as follows:

“3.6.5. If the Commercial Operation Date occurs on a day other than the first day of a calendar month for any reason, the price per kWh paid to Seller for Delivered Energy from the Commercial Operation Date until the first day of the next succeeding calendar month shall be the Unsubscribed Energy Price.”

15. A new Section 3.7 is added to read as follows:

“3.7. Subscription

3.7.1. Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Appendix O (as such Appendix O may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Appendix O, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect

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to the prior calendar month. Following the Execution Date, Seller may include Subscription Information and Bill Credit Instructions for Seller's Customers for the Project who are located anywhere in Buyer's then current service territory.

3.7.2. The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the "Subscribed Capacity" for the Facility.

3.7.3. The Contract Capacity less the Subscribed Capacity for each billing month represents the "Unsubscribed Capacity" for the Facility."

16. Section 3.7.1 is re-numbered as Section 3.8.1 and is amended by (i) replacing "the Contract Price to Seller for the Product" with "Seller and credit Seller's Customers for the Product in accordance with Section 3.8.6 and in accordance with approved, accurate and undisputed Subscription Information and Bill Credit Instructions"; (ii) in subsection (a) replacing the term "Facility" with "Project"; and (iii) adding "Seller shall assign payment for Subscribed Energy to its Customers." at the end of the section.

17. Section 3.7.2 is re-numbered as Section 3.8.2

18. A new Section 3.8.3 is added as follows:

"3.8.3. During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below ("Minimum Subscription Requirement"), then the payment related to all Delivered Energy shall be calculated using the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller's Customers and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated using the Contract Price and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the lesser of the Unsubscribed Energy Price and Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4 and shall be paid to Seller.

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Years of Operation	Minimum subscription level for purposes of calculating the Minimum Subscription Requirement
First Contract Year	45%
Second Contract Year	70%
Third Contract Year	90%
Remaining Delivery Term	95%

”

19. Section 3.7.3 is re-numbered as Section 3.8.4 and is deleted in its entirety and replaced with the following:

“3.8.4. The monthly payment will equal the sum of (a) the sum of the monthly payments for all TOD Periods in the month and (b) the Curtailed Product Payment for the month. The monthly payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:

SELLER’S PAYMENT_n (to be assigned to Seller’s Customers for Subscribed Delivered Energy) = A x C x (D - E) x G

SELLER’S PAYMENT_n (if Minimum Subscription Requirement is met) = A x C x (D - E) x F

SELLER’S PAYMENT_n (if Minimum Subscription Requirement not met) = B x (D - E) x F

Where:

A = Contract Price, in \$/kWh.

B = The lesser of (i) the Unsubscribed Energy Price and (ii) A multiplied by C, in \$/kWh.

C = The Payment Allocation Factor for the TOD Period being calculated.

D = The sum of Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in kWh.

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E = Any Delivered Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 3.8.1.

F = Unsubscribed Delivered Energy

G = Subscribed Delivered Energy

~~[for SCE]~~

20. Sections 3.7.4 and 3.7.5 are re-numbered as Sections 3.8.5 and 3.8.6 respectively and are deleted in their entirety and replaced with the following:

~~[for SCE]~~

“3.8.5. Buyer shall determine the amount of Product received from Seller pursuant to this Agreement for each monthly period and issue an invoice showing the calculation of the payment and make such payment to Seller within ninety (90) days immediately following the end of each calendar month. Upon request from Seller, Buyer shall provide: (a) records of metered data, including metering and transaction data sufficient to document and verify the generation of Product by the Facility for any settlement time interval during the preceding months; (b) access to any records, including invoices or settlement data from the CAISO; and (c) an invoice, with Seller indicating the payments associated with the Unsubscribed Delivered Energy. Any amounts owed by Seller under this Agreement, including under Section 15.2.3 shall not be included in Seller’s Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller.

3.8.6. Each invoice by Buyer may be adjusted by any amounts owed by or to Seller under this Agreement. Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice, Buyer shall provide an explanation of the amounts Buyer has applied on the invoice. Buyer shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.”

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21. Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding “in accordance with Section 19 below” after “resolved” in the third sentence; (ii) adding “or bill credit” after “any required payment” and adding “in the case of a payment only” after “date paid” at the end of the sixth sentence; (iii) replacing “3.7.6” with “3.8.7” in the eighth sentence; and (iv) replacing “Seller” with “Buyer” in the last sentence.
22. [for PG&E and SDG&E] [Section 3.7.7 is re-numbered as Section 3.8.9 and is amended by replacing “3.7.56” therein with “3.8.6”.][for SCE][Section 3.7.7 is deleted in its entirety.]
23. [for PG&E and SDG&E][Sections 3.7.8, 3.7.9 and 3.8 are re-numbered as Sections 3.8.10, 3.8.11 and 3.9 respectively. [for SCE][Sections 3.7.8, 3.7.9 and 3.8 are re-numbered as Sections 3.8.9, 3.8.10 and 3.9 respectively.]
24. [PG&E and SDG&E only] [Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of “3.7” with “3.8”.]

22-25. New Sections 3.8.8 and 3.8.9 are added to read as follows:

“3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff, or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.

3.8.9. Unless otherwise agreed to in writing by the Parties, any payment due under this Agreement will be satisfied by issuance of a check, via Automated Clearing House transfer or via wire transfer.”]

[for PG&E and SDG&E] [

23-26. Section 3.7.4 is re-numbered as Section 3.8.5 and is amended by (i) in subsection (c) adding “, indicating the payments associated with the Unsubscribed Delivered Energy” after “Buyer” and (ii) adding “Any amounts owed by Seller under this Agreement, including under Section 15.2.3 shall not be included in Seller’s Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller.” at the end of the section.

24-27. Section 3.7.5 is re-numbered as Section 3.8.6 and is deleted in its entirety and replaced with the following:

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“3.8.6. Each invoice will be adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the second month from which Buyer receives an invoice from Seller; provided, that Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an explanation of the amounts Buyer has applied towards Seller’s invoice. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.”

~~25-28.~~ Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding “in accordance with Section 19 below” after “resolved” in the third sentence; (ii) adding “or bill credit” after “any required payment” and adding “in the case of a payment only” after “date paid” at the end of the sixth sentence; and (iii) replacing “3.7.6” with “3.8.7” in the eighth sentence.

~~26-29.~~ A new Section 3.8.8 is added to read as follows:

“3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.”]

~~30.~~ [PG&E and SDG&E only] [Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of “3.7” with “3.8”.]

~~27-31.~~ Section 4.6 is deleted in its entirety and replaced with “[INTENTIONALLY OMITTED]”.

~~28-32.~~ Section 5.3.1 is amended by deleting “or ten (10) years have elapsed from the date Seller first received an incentive or benefit under any such program with respect to the Facility”.

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~~29.33.~~ Section 5.3.9 is amended by replacing “other Laws or, in the case of excess sale arrangements, to serve any Site Host Load” with “Law”.

~~30.34.~~ New Sections 5.3.14 through 5.3.23 are added to read as follows:

“5.3.14. Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with GTSR-CR-PD Tariff;

5.3.15. Prior to the Execution Date and during the Term, (a) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and (b) Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California);

5.3.16. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: (i) the Delivered Energy qualifies and is Green-e® Energy eligible; (ii) Seller shall comply with the Green-e® Energy requirements and best practices as updated from time to time by Green-e® Energy; (iii) Seller shall provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e® Energy verification and audit; (iv) Seller shall provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers; and (v) Seller shall provide Buyer with a completed “Green-e® Energy Attestation From Generator Participating In A Tracking System” (or successor form available on Green-e®’s website) promptly when required by Buyer, and (vi) Seller shall provide Buyer with Green-e® Energy Host attestations as they are requested;

5.3.17. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the Subscription Information and Bill Credit Instructions required under Section 3.7 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions;

5.3.18. Seller, and, if applicable, its successors, represents, warrants and covenants that prior to the Execution Date and throughout the Term: (i) Seller has complied with and shall continue to comply with the Marketing Plan requirements of the

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GTSR-CR-PD Tariff and Green-e® Energy, (ii) all marketing by Seller shall be accurate and in compliance with the Federal Trade Commission Green Guides, (iii) any changes to the Marketing Plan shall be submitted to Buyer for review prior to Seller's use of such materials, ~~and~~ (iv) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project required by Green-e® Energy, including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information; and (v) Seller has received from Buyer and has read Attachment 1 of the CPUC's CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;

5.3.19. Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 21 and 22;

5.3.20. Seller shall not use Buyer's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without Buyer's prior written consent;

5.3.21. Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, has retained its own legal counsel to provide advice on securities law matters; and

5.3.22. The Project shall comply with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.

The last sentences in Sections 5.3.3 and 5.3.4 and Section 5.3.5 shall not be applicable to Seller's representations, warranties and covenants in the remaining portions of Sections 5.3.3 and 5.3.4. If Seller breaches or fails to perform its representations, warranties and covenants under Sections 5.3.3 or 5.3.4, such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller."

~~31.35.~~ Section 6.2.3 is deleted in its entirety.

~~32.36.~~ Section 6.8.3 is amended by adding the words "or Unsubscribed Energy Price, as applicable," after the first use of the word "Contract Price".

~~33.37.~~ Section 6.16 is deleted in its entirety and replaced with the following:

"6.16. Audit Rights

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Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer's Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 6.16 and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years."

~~34.~~38. Section 7 is amended by adding a new Section 7.4 at the end thereof:

"7.4 Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e® Energy certification, or loss thereof."

~~35.~~39. Section 13.5.2 is amended by adding "Operation" after "Guaranteed Commercial".

~~36.~~40. Section 13.5.3 is amended by replacing the term "Section 3.7.9" with [for SCE] "Section 3.8.7" [for PG&E and SDG&E] ["Section 3.8.11"]. ~~"Section 3.8.7"~~.

~~37.~~41. Section 14.2.2.4 is amended by deleting "Subject to Section 4.6," and by replacing "Section 4.5" with "Sections 4.5 and 5.3.3".

~~38. Section 14.2.2.12 is amended to delete the word "or" at the end thereof.~~

~~39. Section 14.2.2.13 is amended to delete the period and to replace it with a semicolon and the word "or" at the end of the sentence.~~

~~40. A new Section 14.2.2.14 is added to read as follows:~~

~~"14.2.2.14. At any time after the end of the first Contract Year, Seller fails to maintain a six (6) month consecutive rolling average Subscribed Capacity above 51%, unless such failure is cured within thirty (30) Business Days after Notice from Buyer to Seller."~~

~~41.~~42. Section 14.3 is amended by replacing "defaulting party" with "defaulting Party".

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~~42.43.~~ Section 14.8.2 is amended by adding the words “lesser of the Unsubscribed Energy Price and” before the word “Contract Price”.

~~43.44.~~ Section 16.1 is amended by (i) deleting the first use of “the”; (ii) adding “Green-e© Energy,” before “FERC”; and (iii) adding “FERC’s,” after “pursuant to the CEC’s,”.

~~44.45.~~ Section 17.1 is amended by (i) adding the phrase “or transfer” after the word “assign” ~~assign~~ in the first sentence; (ii) adding the phrase “any of” before “its rights hereunder” in the first sentence; (iii) adding the phrase “all of” after the phrase “assignee assumes” in subsection (a); (iv) deleting the word “and” before subsection (d); and (v) adding subsection (e) as follows:

“, and (e) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA.”

~~45.46.~~ Section 20.3 is amended by adding “; no Customer, or any other third party, shall be a third party beneficiary of this Agreement” at the end of the third sentence.

~~46.47.~~ A new Section 20.6 is added to read as follows:

“20.6 No Partnership or Joint Venture.

Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”

~~47.48.~~ New Sections 21 and 22 are added to read as follows:

“21 CUSTOMER-SELLER AGREEMENT

21.1. Required Provisions.

Seller shall include the following provisions in each CSA:

21.1.1. An outline detailing the program structure of the CR Tariff and the GTSR-CR-PD Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscription Information and Bill Credit Instructions;

21.1.2. The benefits and risks to Customer of subscribing to the Facility, including any termination of the PPA or termination fees that may be assessed by Seller

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or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;

21.1.3. Customer acknowledgment of the risks associated with participating in wholesale energy markets;

21.1.4. Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

21.1.5. Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.7;

21.1.6. The CSA will automatically terminate upon termination or expiration of this Agreement;

21.1.7. Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;

21.1.8. All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;

21.1.9. Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;

21.1.10. Customers must un-enroll from Buyer's CR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

21.1.11. Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

21.1.12. Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and ~~after the Facility achieves the Commercial Operation Date~~, Customer subscriptions are portable within Buyer's territory upon the Execution Date;

21.1.13. Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

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21.1.14. Disclosure that the Customer Subscription may be considered a “security” issued by Seller under federal or state law;

21.1.15. Customer is not guaranteed any energy production from the Project;

21.1.16. Information describing Green-e© Energy and what requirements Seller is subject to in order to provide Customers with Green-e© Energy product;

21.1.17. A description of Customer access rights to the Site and the Facility, if any;

21.1.18. Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;

21.1.19. Seller’s customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;

21.1.20. Seller shall indemnify Customers for claims arising from or related to Seller’s construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

21.1.21. Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller’s power purchase agreement with Buyer;

21.1.22. A Seller transfer or sale of the Project to another entity will be subject to Buyer’s consent and the transferee must (i) accept all of Seller’s obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;

21.1.23. Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the GTSR-CR-PD Tariff, due to any such proposed modifications;

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21.1.24. A Customer's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load;

21.1.25. Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;

21.1.26. Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;

21.1.27. Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;

21.1.28. Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

21.1.29. Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

21.1.30. Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of Law); and

21.1.31. Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits.

22 GREEN-E® ENERGY CERTIFICATION

22.1. Seller Compliance with Green-e® Energy Requirements.

Throughout the Term, Seller must comply with Green-e® Energy eligibility criteria and requirements in its marketing materials and the CSA, throughout the Term and surviving the expiration of the Agreement, Seller must disclose requested information to the Buyer and/or Green-e® Energy for Green-e® Energy certification, including but not limited to:

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22.1.1. Agreeing to provide Green-e© Energy certified resources to all Customers;

22.1.2. Agreeing to abide by Green-e© Energy requirements and best practices as specified on the Green-e© Energy website;

22.1.3. Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, GTSR-CR-PD Tariff and Green-e© Energy requirements, Code of Conduct, and best practices;

22.1.4. Maintaining a webpage with disclosures about the Project, Seller's customer service contact information, and links to both Buyer's CR webpage and the Green-e© Energy website;

22.1.5. Completed Disclosure Documents to each potential Customer prior to signing CSA with a customer and in a welcome packet distributed, sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e© Energy, which shall include, without limitation: (i) amount of energy, in kWh, that Customer has been provided from the Project; (ii) price per kW or kWh; (iii) kW or kWh contracted for (option to also include percentage of Facility's output); (iv) the Term; (v) renewable resource mix (100% solar); (vi) Facility location; (vii) Seller's contact information; (viii) disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (ix) include an estimated output in kWh for each Customer's Subscription (if selling in kW); (x) include the average kW needed to power a home in the region (if selling in kW); (xi) Seller's customer service contact information; (xii) link to Buyer's CR webpage; (xiii) all terms and conditions of Customer's Subscription; (xiv) statement that these disclosures are required by Green-e© Energy and information about Green-e© Energy certification and link to Green-e© Energy's website: www.green-e.org/energy; and

22.1.6. Seller to provide all forms, disclosure and other information to Buyer s or its auditors for annual verification and audit."

49. Appendix A is amended by (i) removing the following defined terms:
- "Accepted Compliance Costs"
 - "Baseload Facility"
 - "CEC Verification"
 - "Compliance Action"
 - "Compliance Expenditure Cap"
 - "Control Area"
 - "Demonstration Hour"
 - "GEP Shortfall"

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“Site Host Load”

“Wind Turbines”

(ii) modifying the following defined terms as follows:

“Contract Year”: adding “first calendar day of the month following the” before the use of the word “Commercial Operation Date” in both instances.

“Energy”: removing “and, in the case of excess sales arrangements, any Site Host Load”

“Force Majeure”: in subsection (d) removing the term “wind”

“Guaranteed Energy Production”: replacing term “Section 12.2” with “Section 12.1”

“Product”: removing “, and, in the case of excess sales arrangements, any Site Host Load”

(iii) adding the following defined terms:

“CR Tariff” means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller’s Facility.

“Customer” means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller’s Facility.

“Customer-Seller Agreement” or “CSA” means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Facility, which shall be subject to those requirements set forth within Section 21 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at http://green-e.org/verif_docs.html or any successor webpage.

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“Event of Default” has the meaning set forth in Section 14.2.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on 1) general principles applicable to environmental marketing claims, 2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“FTC” means the Federal Trade Commission.

“Green-e[®] Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://green-e.org>.

“GTSR-CR-PD Tariff” means Buyer’s Green Tariff Shared Renewables Community Renewables Project Development Tariff.

“Interconnection Point” has the meaning set forth in Section 2.51.

“Minimum Subscription Requirement” has the meaning set forth in Section 3.8.3.

“Renewable Energy Credit Market Price” means *[the price or price methodology as determined by the CPUC pursuant to Phase IV of the GTSR Proceeding]*.

“Scheduling Coordinator” has the meaning described in Section 15.1.

“Subscribed Capacity” has the meaning set forth in Section 3.7.2.

“Subscribed Delivered Energy” means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

- a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.

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b) In the case of an energy-based subscription business model employed in the CSA, the subscription that a Customer has signed up for (expressed in kWh), multiplied by the Contract Capacity (expressed in kW), divided by the Contract Quantity (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Load x Contract Capacity / Contract Quantity x 12 months = Subscription

“Subscription Information and Bill Credit Instructions” mean the information required to be provided by Seller to Buyer in accordance with Section 3.7 as set forth in the form provided in Appendix O.

“Unsubscribed Capacity” has the meaning set forth in Section 3.7.3.

“Unsubscribed Delivered Energy” means the quotient of Unsubscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

“Unsubscribed Energy Price” means the DLAP Price plus the Renewable Energy Credit Market Price.

50. A new Appendix O (attached hereto) is added to Article 1 and after Appendix M.

51. MISCELLANEOUS

- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.
- (c) Governing Law. THIS GTSR CR RIDER AND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS

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RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER AND AMENDMENT.

- (d) Successors and Assigns. This GTSR CR Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider and Amendment on behalf of such Party and to bind such Party to this GTSR CR Rider and Amendment. Any written notice required to be given under the terms of this GTSR CR Rider and Amendment shall be given in accordance with the terms of the Agreement.
- (f) Effective Date. This GTSR CR Rider and Amendment shall be deemed effective as of the ~~Effective Date set forth in the recitals hereto~~ Execution Date.
- (g) Further Agreements. This GTSR CR Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This GTSR CR Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider and Amendment as to the Parties and may be used in lieu of the original GTSR CR Rider and Amendment for all purposes.

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IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider and Amendment to be executed as of the ~~GTSR CR Rider and Amendment Effective~~ Execution Date.

<p>[SELLER], a [State and form of incorporation].</p>
<p>By: _____</p> <p>[Name] [Title]</p> <p>Date: _____</p>

<p>SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.</p>
<p>By: _____</p> <p>Colin Cushnie Vice President, Energy Procurement & Management</p> <p>Date: _____</p>

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APPENDIX O Subscribed Customer Reporting Form

Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the “Capacity Subscribed (kW)” or the “Load Subscribed (kWh)” column, the appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.

Name	Service Address	SCE service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

*** End of Appendix O ***

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Appendix O

Attachment G

Matrix of Updates to ECR Developer Tariff Pursuant to Resolution

Matrix of Updates to ECR Developer Tariff Pursuant to Resolution E-4734

Tariff Section	Final Resolution Page #	Rationale
A. APPLICABILITY		
No change		
B. EFFECTIVE DATE		
November 20, 2015	p. 40	Tier 2 Advice Letters become effective 30 days after submittal; the IOUs were directed to submit Tier 2 Advice Letters on 10/21/15, and 30 days following this date is 11/20/15
C. TERRITORY		
No change		
D. ECR ELIGIBILITY		
<u>Subsection 12</u> : corrected reference from D.11 to D.12		Correction of typographical error
<u>Subsection 13</u> : clarified that once initial community interest is demonstrated and a PPA is executed, ECR project subscribers can come from anywhere in the IOU's territory	pp. 32, 42	Per Final Resolution
<u>Subsection 19</u> : added to require ECR Applicant to provide an attestation to the IOU that the ECR Applicant has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it	pp. 28, 42	Per Final Resolution
All other subsections under "D" unchanged		
E. ECR PPR		
<u>Subsection 1.c.vi</u> : added to include CCA Code of Conduct attestation in list of attestations	pp. 28, 42	Per Final Resolution
<u>Subsection 1.c.vii</u> : added CCA Code of Conduct attestation to list of attestations	pp. 28, 42	Per Final Resolution
All other subsections under "E" unchanged		
F. ECR DATES AND PROGRAM PERIODS		
<u>Subsection 1</u> : updated Initial ECR PPR Submission Date for each IOU		Updated open item from original sample version
<u>Subsection 2</u> : updated ECR Program start date for each IOU		Updated open item from original sample version
All other subsections under "F" unchanged		
G. ECR CAPACITY ALLOCATION		
<u>Subsection 2</u> : updated the date upon which the Available ECR Allocation and total remaining GTSR capacity will first be posted on the IOU's website		To provide clarity
All other subsections under "G" unchanged		
H. ECR PRICE		

Matrix of Updates to ECR Developer Tariff Pursuant to Resolution E-4734

Tariff Section	Final Resolution Page #	Rationale
<u>Subsection 2</u> : updated to state that if no capacity is offered in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period, the ECR Contract Price shall adjust as described in Section H.2 of Schedule Re-MAT	pp. 25, 42	Per Final Resolution
All other subsections under “H” unchanged		
I. ECR SUBSCRIPTION		
<u>Subsections 1 and 4</u> : removed SDG&E-specific pricing proposal for a scenario in which no capacity is offered in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period	pp. 25, 42	Per Final Resolution
All other subsections under “I” unchanged		
J. ECR PPA		
<u>Subsection 14</u> : added clarification that the IOU will not request access to the pricing component of the CDA that applies to ECR customers	pp. 18, 42	Per Final Resolution
<u>Subsection 15</u> : removed placeholder for additional terms		No additional terms were adopted or necessary
All other subsections under “J” unchanged		
K. METERING		
No change		
L. ECR SPECIAL CONDITIONS		
<u>Subsection 4</u> : removed Condition Precedent which would have required that the subscribed list of ECR Customers be verified by the IOU prior to the ECR Project achieving COD under the ECR PPA	pp. 35, 43	Per Final Resolution
All other subsections under “L” unchanged		
M. DENIAL OF ECR SERVICE UNDER THIS SCHEDULE		
No change		
N. ECR DEFINITIONS		
<u>Subsection 4</u> : clarified that prior to the execution of an ECR PPA, an ECR Project must meet the Minimum Community Interest Requirements	pp. 35, 43	Per Final Resolution
<u>Subsection 10</u> : removed definition of bid price as it related to the SDG&E-specific pricing proposal for a scenario in which no capacity is offered in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period	pp. 25, 42	Per Final Resolution
All other subsections under “N” unchanged		

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

AT&T	Don Pickett & Associates, Inc.	OnGrid Solar
Albion Power Company	Douglass & Liddell	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Downey & Brand	Praxair
Anderson & Poole	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
BART	G. A. Krause & Assoc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GenOn Energy Inc.	SCE
Bartle Wells Associates	GenOn Energy, Inc.	SDG&E and SoCalGas
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
CENERGY POWER	Green Power Institute	San Francisco Water Power and Sewer
CPUC	Hanna & Morton	Seattle City Light
California Cotton Ginners & Growers Assn	In House Energy	Sempra Energy (Socal Gas)
California Energy Commission	International Power Technology	Sempra Utilities
California Public Utilities Commission	Intestate Gas Services, Inc.	SoCalGas
California State Association of Counties	Kelly Group	Southern California Edison Company
Calpine	Leviton Manufacturing Co., Inc.	Spark Energy
Casner, Steve	Linde	Sun Light & Power
Center for Biological Diversity	Los Angeles County Integrated Waste Management Task Force	Sunshine Design
City of Palo Alto	Los Angeles Dept of Water & Power	Tecogen, Inc.
City of San Jose	MRW & Associates	Tiger Natural Gas, Inc.
Clean Power	Manatt Phelps Phillips	TransCanada
Coast Economic Consulting	Marin Energy Authority	Troutman Sanders LLP
Commercial Energy	McKenna Long & Aldridge LLP	Utility Cost Management
Cool Earth Solar, Inc.	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	ORA	YEP Energy
Division of Ratepayer Advocates	Office of Ratepayer Advocates	