Agenda ID #____

Decision _____

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

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| Order Instituting Rulemaking to Continue Implementation and Administration of California Renewables Portfolio Standard Program. | Rulemaking 11-05-005 (Filed May 5, 2011) |

**CLAIM AND DECISION ON REQUEST FOR INTERVENOR COMPENSATION**

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| **Claimant: Clean Coalition** | | | **For contribution to:** *D.13-05-034, D. 13-01-041, Resolution E-4546 and others* |
| **Claimed ($): $120,644** | | | **Awarded ($):** |
| **Assigned Commissioner: Ferron** | | | **Assigned ALJ: Simon** |
| I hereby certify that the information I have set forth in Parts I, II, and III of this Claim is true to my best knowledge, information and belief. I further certify that, in conformance with the Rules of Practice and Procedure, this Claim has been served this day upon all required persons (as set forth in the Certificate of Service attached as Attachment 1). | | | |
| | | **Signature:** | **/s/ Dyana Delfin-Polk** |
| **Date:** | **7/25/13** | **Printed Name:** | **Dyana Delfin-Polk** |

**PART I: PROCEDURAL ISSUES (to be completed by Claimant except where indicated)**

**A. Brief Description of Decision:** See descriptions for all Decisions below.

**B. Claimant must satisfy intervenor compensation requirements set forth in Public Utilities Code §§ 1801-1812:**

| | Claimant | CPUC Verified |
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| **Timely filing of notice of intent to claim compensation (§ 1804(a)):** | | |
| 1. Date of Prehearing Conference: | June 13, 2011 | |
| 2. Other Specified Date for NOI: | | |
| 3. Date NOI Filed: | July 8, 2011 | |
| 4. Was the notice of intent timely filed? | | |
| **Showing of customer or customer-related status (§ 1802(b)):** | | |
| 5. Based on ALJ ruling issued in proceeding number: | | |
| 6. Date of ALJ ruling: | | |
| 7. Based on another CPUC determination (specify): | D.12-09-014 | |
| 8. Has the claimant demonstrated customer or customer-related status? | | |
| **Showing of "significant financial hardship" (§ 1802(g)):** | | |
| 9. Based on ALJ ruling issued in proceeding number: | | |
| 10. Date of ALJ ruling: | | |
| 11. Based on another CPUC determination (specify): | D.12-09-014 | |
| 12. 12. Has the claimant demonstrated significant financial hardship? | | |
| **Timely request for compensation (§ 1804(c)):** | | |
| 13. Identify Final Decision | *D.13-05-034 and others* | |
| 14. Date of Issuance of Final Decision: | May 30, 2013 | |
| 15. File date of compensation request: | July 25, 2013 | |
| 16. Was the request for compensation timely? | | Yes |

**C. Additional Comments on Part I (use line reference # as appropriate):**

| # | Claimant | CPUC | Comment |
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**PART II: SUBSTANTIAL CONTRIBUTION (to be completed by Claimant except where indicated)**

**A. In the fields below, describe in a concise manner Claimant's contribution to the final decision (*see* § 1802(i), § 1803(a) & D.98-04-059) (For each contribution, support with specific reference to final or record.)**

| Contribution | Citation to Decision or Record | Showing Accepted by CPUC |
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| The Clean Coalition is submitting this claim for contributions to a number of decisions and resolutions, including: D.13-05-034, D.13-02-037, D.13-01-041, D.12-11-016, RAM resolution E-4546, CREST resolution E-4593, and a motion on the CREST program that was never adjudicated by the Commission (but should have been). All of these decisions and resolutions are part of R.11-05-005. A short summary of each is provided here:<br><br>• D.13-05-034 resolved a number of items regarding implementation of SB 32<br>• D.13-02-037 denied IEPA's application for rehearing of D.12-11-016<br>• D.13-01-041 resolved a number of applications for rehearing of D.12-05-035 | Comments in *italics* in this column are the Clean Coalition's brief explanation of our argument and the Commission's resolution of that argument. | |

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| • D.12-11-016 made a number of changes to the RPS program, including in relation to contract termination rights<br>• Res. E-4546 made a number of changes to the RAM program<br>• Res. E-4593 approved a number of CREST contracts above the program limit<br>• The Clean Coalition motion on the CREST program sought to resolve interconnection delays facing CREST projects | | |
| **D.13-05-034**<br><br>This decision resolved a number of issues in implementing SB 32, including the CLEAN COALITION AND CALIFORNIA SOLAR ENERGY INDUSTRIES ASSOCIATION PETITION FOR MODIFICATION OF D.12-05-035 (dated November 12th, 2012) Various aspects of our comments in this proceeding and our PFM are discussed below. | *The Commission granted in part the Clean Coalition's Petition for Modification, as well as adjudicating our comments on the PPA and tariff, and comments on PD/AD.*<br><br>"Solar Energy Industries Association (SEIA), California Solar Energy Industries Association (CALSEIA), and Clean Coalition filed petitions to modify D.12-05-035. These petitions address the revised FiT program requirements adopted in D.12-05-035. PG&E and SCE filed a joint response to SEIA's petition for modification.21 All three IOUs filed a joint response to CALSEIA's and Clean Coalition's petition for modification.22 We grant, in limited part, these petitions. In | |

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| | doing so, we modify a few FiT program requirements, including the process for IOUs to offer megawatts for subscription. We also clarify, among other things, how megawatts are returned to the FiT program after a project failure and we remove the seller concentration provision from the program viability criteria. Because both petitions request that we modify the FiT program's price adjustment intervals from bi-monthly to monthly and that we reduce the length of the program from 24 to 12 months." (FD, pp. 9-10) | |
| *Modified Renewable Market Adjusting Tariff (ReMAT) Mechanism*<br><br>"Re-MAT program capacity is far too small to provide valid price discovery and the bimonthly capacity should be increased." (Clean Coalition/CalSEIA PFM at 4)<br><br>"The Commission's allocation of capacity to the IOUs totals only about 200 MW when existing contracts under the prior AB 1969 program are subtracted from the IOU share of the total 750 MW program. The Clean Coalition supports expansion of each bimonthly bucket to 10 MW… We appreciate the PD's recognition of the problem we | *The Proposed Decision accepted our recommendation to increase the bimonthly tranche size, from a fraction of the overall MW available for each IOU to 10 MW per bimonthly tranche. The Final Decision, however, reduced this back to 5 MW, which is still an improvement over the previous staff recommendation and reflected our arguments in favor of a higher tranche size.*<br><br>"In response to the petitions for modification, we find that the megawatt allocation process adopted in D.12-05-035 for PG&E, SCE, and SDG&E may hinder the advancement of the program because it may result in too few megawatts being offered during each bi-monthly program period." (FD at 10) | |

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| raised in our petition for modification (filed jointly with CALSEIA). Raising each bucket to 10 MW will indeed provide a more accurate polling of the market in terms of an appropriate price point." (Clean Coalition Opening Comments on PD/AD at 12) | In some cases, as SEIA, Clean Coalition, and CALSEIA recognize, less than one megawatt would be offered for each product type per bi-monthly program period under the process adopted in D.12-05-035.23 (FD at 10)<br><br>In response to comments to the March 19, 2013 proposed decision filed by PG&E, SDG&E, SCE, DRA, and TURN on April 8, 2013 and April 15, 2013, we revise the proposed decision to decrease the recommended allocation of 10 MW to 5 MW for PG&E and SCE and to 3 MW for SDG&E to address concerns that, under a 10 MW allocation framework, the FiT price would never reach equilibrium, that it would be very hard for the price to decrease and easy to increase, and therefore would fail to "minimize ratepayer exposure to a large number of non-competitively priced contracts while ensuring that some capacity is available for each product type…" (FD at 11) | |
| *Subscriptions May Not Exceed the Amount of Megawatts Offered During a Bi-Monthly Period*<br><br>"Special Condition 8.c – This provision is saying that if there's only 1 MW left in a bucket but the next person in the queue has a 3 MW project, they can't get a contract. This expressly violates the first-come, first served rule and is especially problematic if the whole bucket is less than 3 | *The Commission did not agree with our argument on this matter.*<br><br>Furthermore, we find that the first-come, first-served program requirement does not mean that the IOU must accept a request for a contract if insufficient megawatts remain in a product type for the bi-monthly program period. The Commission has authority to structure the program within the | |

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| MW. SCE must provide a contract for that last project and any overage can be subtracted from the allotment for the last period." (Clean Coalition reply comments on PPA at 5) | guidelines provided by the statute. (FD at 20) | |
| *Interconnection under Federal Wholesale Tariffs or Electric Tariff Rule 21 – Generator's Choice*<br><br>"IREC also notes that because D.12-05-035 does not require Re-MAT applicants who submit a WDAT interconnection application prior to commission approval to reapply under revised Rule 21, the IOUs' proposed tariffs should be revised to prevent such a wasteful result. The Clean Coalition strongly agrees with this statement. IREC also argues that the Commission should, at a minimum, grandfather applicants who submitted a WDAT interconnection application prior to Rule 21 approval. Again, the Clean Coalition agrees." (Clean Coalition reply comments on PPA at 5) | SEIA requests that we clarify our statement in D.12-05-035 that "…until the Commission makes a final determination in R.11-09-009…utilities shall allow generators to choose which interconnection processes to use, either the process set forth in Rule 21 Tariff or WDAT." Clean Coalition, IREC, and SEIA point out that this same issue appears in the July 18, 2012 draft tariffs and requires clarification. Accordingly, today we clarify that our statement in D.12-05-035 means that if both federal and state interconnection tariffs are applicable in a given situation, the developer is permitted to choose whether to proceed under Electric Tariff Rule 21 or the federal tariffs, until the Commission makes a determination otherwise. (FD at 24) | |
| *Additional Modifications Proposed by Clean Coalition and CALSEIA*<br><br>"(1) add additional megawatts to the FiT program above the amount set forth in § 399.20;<br><br>(2) include a price floor in the FiT pricing mechanism;<br><br>(3) include a locational adder (as | "…we seek to address the concerns raised by CALSEIA and Clean Coalition [sic, this should be "Clean and CalSEIA" since Clean Coalition was the lead author and listed first on the PFM] related to the limited number of total megawatts in the FiT program by increasing the capacity offered for each product type during each bi-monthly program period to 5 MW | |

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| referenced in § 399.20(e)) to the price to capture the benefits of grid planning and procurement methodology;<br><br>(4) add environmental compliance costs to the price, as set forth in § 399.20(d)(1);<br><br>(5) refine the definition of "strategically located," as referenced in § 399.20(b)(3) to, among other things, account for a piece of equipment." | for PG&E and SCE, and to 3 MW for SDG&E." (FD at 26)<br><br>*No Price Floor*<br>"When Clean Coalition raised this issue in the past, the Commission did not adopt this recommendation because the FiT program already incorporates several mechanisms to guard against unreasonably low pricing." (FD at 27)<br><br>*No Change to Locational Adder, Strategically Located, or Environmental Compliance Costs*<br><br>"CALSEIA's and Clean Coalition's petition for modification requests additional Commission action on all three topics: locational adder, strategically located and environmental compliance costs.<br><br>Regarding locational adders, the Commission is working toward developing a methodology to value avoided transmission and distribution costs, if possible." (FD at 28).<br><br>"We continue to find that our definition of strategically located appropriately balances the goal of using the existing transmission and distribution system efficiently and containing costs while ensuring maximum value to ratepayers with making the program as accessible as possible for developers." (FD at 28)<br><br>"Regarding environmental | |

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| | compliance costs, the Commission found in D.13-01-041, that "…because the Re-MAT is a market-based price, it should include all of the generator's costs, including current and anticipated environmental compliance costs." In other words, the ReMAT pricing structure theoretically includes all costs incurred by a generator, including the generator's environmental compliance costs. As such, the issue raised by CALSEIA and Clean Coalition is now resolved." (FD at 29) | |
| *No Further Extension to the Commercial Operation Date; Single 6-Month Extension Permitted*<br><br>"The Decision sets a Commercial Operation deadline of 24 months plus up to six months for delays outside of the control of the developer. This is contrary to the intent of SB 32 to bring projects online expeditiously. The deadline should instead be 18 months from the date of signing the Interconnection Agreement by the applicant and the utility, or the date of signing the PPA, whichever is later, plus unlimited extensions for delays beyond the developer's control." (Clean Coalition/CalSEIA PFM at 17) | "In response to the sixth issue above, we do not extend the COD based on Clean Coalition's and CALSEIA's claims related to unpredictable interconnection delays. As adopted in D.12-05-035, the COD includes 24 months and a 6-month extension. Requests to extend and then further extend the COD have been made numerous times in this proceeding. Clean Coalition raised this matter in its April 16, 2012 reply comments to the FiT PD issued prior to D.12-05-035.68. We do, however, find it reasonable to require the IOUs to modify the draft joint standard contract to change from the day-for day extension for a maximum of 6 months to a single 6-month extension and include an obligation for sellers to provide documentation to demonstrate that the seller did not cause the | |

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| | delays at issue." (FD at 30). | |
| *Length of Contract is Unreasonable*<br><br>"We want to highlight again that SB 32 was intended to create a streamlined feed-in tariff that would allow projects 3 MW and smaller to obtain contracts easily and quickly. What we are facing instead, with the utilities' proposed PPA and tariffs, is a massive increase in complexity and burden when compared with the existing AB 1969 program." (Clean Coalition reply comments on PPA at 8) | "Clean Coalition claims that, contrary to the intent of SB 32, the draft joint standard contract represents an increase in complexity and burden when compared with the previously existing contracts under the FiT program. We find the joint standard contract to be a reasonable length. As we stated above, the draft joint standard contract is lengthier than the previously existing contract because all relevant materials, such as attachments and forms, for each IOU are combined into one single document. As a result, the overall length of the contract increased but the benefits of a single joint standard contract instead of three separate contracts are significant." (FD at 32) | |
| *Clean Coalition proposed standard contract*<br><br>"Better yet, the Commission will decide to pursue our Model PPA approach instead of the IOU proposed PPA. We note that our proposed Model PPA will, if the Commission decides to pursue this approach, need some additional vetting and modification to ensure it meets all mandated and practical requirements." (Clean Coalition reply comments on PPA at 3) | *Clean Coalition's Proposed Standard Contract is Rejected*<br><br>"On August 15, 2012, Clean Coalition filed a contract in this proceeding, referred to as a "model contract" to be used in lieu of the draft joint standard contract developed by the IOUs at the direction of the assigned Commissioner and ALJ. The Agricultural Energy Consumers Association (AECA) and Sierra Club state support for the alternative contract on the basis that it is workable but does not elaborate further. That said, we considered Clean Coalition's comments regarding the needs of small developers and address | |

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| | them in our discussion of specific sections of the standard contract…" (FD at 37)<br><br>"Several parties state their opposition to Clean Coalition's contract." (FD at 37). [the FD did not, however, list the parties who were in favor of our proposed contract, as expressed in their reply comments] | |
| *Discussion of Specific Sections of the FiT Joint Standard Contract*<br><br>• *Sections 2.8 and 2.9 - Commercial Operation Date and Extension*<br><br>"The PD denied the Clean Coalition's recommended COD extension provisions, stating that we provided no new information on this issue. However, we suggest at this time new information consisting of recent experience with SCE's CREST Program, where interconnection delays are putting a number of executed PPAs at risk. The PD also gets it wrong in stating that we advocated for a longer COD deadline. Rather, we have advocated for a shorter COD (18 months vs. 24 months), but also for unlimited extensions for issues outside the control of the developer, such as interconnection delays. It is very poor program design and unfair to developers to hold them accountable for problems outside of their control, | "In comments dated April 8, 2013, Clean Coalition clarifies that it requests a shorter COD but unlimited extensions for delays outside of the control of the developer. Clean Coalition suggests that interconnection delays are an example of a delay outside of the control of the developer. However, no evidence exists in the record that all interconnection delays are outside the control of the developer. Importantly, projects must complete a study showing the ability to interconnect with the distribution system to be eligible for a FiT contract." (FD at 39). | |

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| particularly when large sums of money are at stake." (Clean Coalition comments on PPA at 7) | | |
| • *Section 3.2 - Contract Quantity over Term of Contract*<br><br>"Section 3.2: This provision should be stricken as unnecessary and over-reaching. Alternatively, this section should apply only to projects one MW and above. If the IOUs object to these changes, the Commission should be require that they show data supporting the alleged risk requiring this level of detail regarding expected production (which is tied punitively to the "Guaranteed Energy Production" provision in section 12)." (Clean Coalition comments on PPA at 6) | "Clean Coalition states that Section 3.2 (Contract Quantity) should be entirely stricken to, presumably, permit changes to Contract Quantity upon request. We find predictability in Contract Quantity to be a fundamental element of the standard contract and that the proposed provision, only permitting a one-time change, is a reasonable means of providing the buyer and seller with the ability to plan accordingly." (FD at 41-42) | |
| • *Section 3.5 - Contract Term*<br><br>"Section 3.5: We recommend that the PPA include a 25-year term option, as is the case for RPS contracts. While SB 32 only requires contracts be offered up to 20 years, nothing in the law prevents the Commission from adding a 25-year contract term, which may often be desirable for both Sellers and ratepayers, as well as Buyers, due to the benefits of locking in a PPA for an additional 5-year revenue stream and production of renewable | *The Commission denied our request to add a 25-year contract term option.*<br><br>"Clean Coalition requests that the Commission add a 25-year contract term option for the FiT program. The IOUs state that Clean Coalition's proposed 25-year contract term is inconsistent with the explicit language of § 399.20(d)(1), which states that "[t]he tariff shall provide for payment for every kilowatt hour of electricity purchased from an electric generating facility for a period of 10, 15, or 20 years, as authorized by the Commission." (FD at 42) | |

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| power." (Clean Coalition comments on PPA at 6) | | |
| • *Section 3.7 - Billing and Payment Terms*<br><br>"Section 3.7.4: delete language requiring Seller to invoice Buyer each month. This is way too burdensome and Buyer should simply issue payment automatically each month based on the meter reading. Alternatively, this provision should apply only to facilities larger than one MW." (Clean Coalition comments on PPA at 6) | "Clean Coalition objects to the contract provision requiring sellers to provide buyers with a billing invoice on the basis that billing is administratively burdensome and costly for small developers. While developers may gain slight administrative efficiencies from a longer billing period, we find that greater benefits will be achieved over the term of these contracts with the more frequent monthly billing, which is the standard practice. Monthly billing will provide the contracting parties with more frequent opportunities to communicate on payment, which is a critical aspect of the contracting relationship." (FD at 43) | |
| • *Section 4.3 - WREGIS*<br><br>"Section 4.3: WREGIS obligations should be harmonized between utilities and we recommend that PG&E and SDG&E follow SCE's lead in handling this matter for all SB 32 PPAS. We understand that this is not currently PG&E's practice, but we again urge all IOUs to modify their business practices in line with new policy directions such as the Governor's goal of 12,000 MW of DG. It is far more efficient for each IOU to handle this kind of task than to have each Seller do it." (Clean Coalition comments on PPA at 6-7) | "Clean Coalition and Henwood state that PG&E and SDG&E should conform to SCE's proposal in the draft joint standard contract and act as the Qualified Reporting Entities (QREs) for the Western Renewable Energy Generation Information System (WREGIS) purposes for all of their FiT projects. Henwood and Clean Coalition do not claim that developers will gain significant benefits from this change. Therefore, given the administrative challenges in creating an exception for FiT projects from PG&E's and SDG&E's standard administrative practices, Henwood's and Clean Coalition's proposal is not adopted. SCE may retain a | |

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| | different contract term for Section 4.3 than PG&E and SDG&E." (FD at 45) | |
| • *Section 4.4.3 - Resource Adequacy Requirements*<br><br>"Section 4.4.3 is overly broad and should be stricken in its entirety." (Clean Coalition comments on PPA at 7) | *The Commission agreed with our concern that RA requirements were overbroad.*<br><br>"Section 4.4.3 provides that "Seller shall cooperate in good faith with Buyer to pursue and obtain any and all Capacity Attributes…." Clean Coalition states that the term is overbroad and should be stricken. Accordingly, the IOUs are directed to revise the draft joint standard contract to clarify that sellers are provided the option to convert, at their discretion, to Full Capacity Deliverability Status in accordance with § 399.20(i) and D.12-05-035." (FD at 47) | |
| • *Section 4.6 - Compliance Expenditure Cap*<br><br>"Section 4.6: Compliance Expenditure Cap should be re-defined, as we suggest in our redline (emulating SEIA's earlier comments). Moreover, the cap should be limited to $5,000 annually, rather than $25,000, keeping in mind the need to limit fees for SB 32 projects in order to ensure access to the program for smaller projects as well as projects up to 3 MW in size." (Clean Coalition comments on PPA at 7) | "SEIA and Clean Coalition state that the yearly Compliance Expenditure Cap of $25,000 for costs related to changes in California Energy Commission (CEC) Pre-Certification, CEC Certification or CEC Verification regulations during the term of the contract and pertaining to ensuring the energy is from an eligible renewable energy resource is too high and should be determined on a case-by case basis based on the size of the project or limited to $5,000 annually." (FD at 47)<br><br>"We find the yearly cap of $25,000 is a reasonable means of sharing the risk of additional costs that would be potentially incurred with | |

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| | changes in the law. We acknowledge that the primary obligation to pay costs will be placed on the seller but that such an outcome is consistent with the seller's obligation to ensure that its facility is operating consistent with the regulations of the CEC pertaining to renewable facilities. Under this term, amounts exceeding $25,000 will be paid by either the seller or the buyer in amounts to be determined by the parties." (FD at 47-48) | |
| • *Section 6.12 - Reporting and Record Retention*<br><br>"Section 6.12.1 should require a report once every three months rather than one report per month. We shouldn't allow the paperwork burden to drown these small projects. Section 6.12.4: should require Commission approval instead of simply Buyer "sole discretion."<br><br>"Section 6.14 is over-reaching and should be stricken. As long as Seller is meeting obligations, Buyer should have no say in modifications to the facility. Alternatively, the language should be modified such that the IOU only has a consent right for changes that are material to the contract." (Clean Coalition comments on PPA at 8) | "Clean Coalition states the requirement for reporting and record retention as overly burdensome and a financial hardship. Specifically, Clean Coalition states that Section 6.12.1 should require less frequent reports, and Section 6.12.4 should require Commission approval instead of simply buyer's "sole discretion." Clean Coalition provides no further rationale to support its request. In comments on the proposed decision and alternate proposed decision, Clean Coalition emphasizes that the reporting requirement is a time burden." (FD at 52)<br><br>"We find that the term in the draft joint standard contract provides a reasonable balance between ensuring the timely exchange of information between the contracting parties to support efficient and safe transactions and streamlining the contracting process to meet the specific needs | |

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| | of FiT developers." (FD at 53) | |
| • *Section 6.14 - Modification to Facility*<br><br>"Section 6.14 is over-reaching and should be stricken. As long as Seller is meeting obligations, Buyer should have no say in modifications to the facility. Alternatively, the language should be modified such that the IOU only has a consent right for changes that are material to the contract." (Clean Coalition comments on PPA dated at 8) | *The Commission partially agreed with our concerns with respect to facility modification.*<br><br>"Placer District objects to the requirement that the seller obtain the buyer's consent to a modification to the generating facility on the basis that the facility modifications are outside of the buyer's purview and that requiring buyer's consent creates a disincentive for modifications that could boost productivity. Clean Coalition generally agrees. Instead, we direct the IOUs to incorporate a materiality standard into this provision. We also acknowledge that other laws and requirements may apply in such a situation to require the seller to inform the buyer of a modification to a facility." (FD at 54-55) | |
| • *Section 10 - Insurance Requirements*<br><br>"Sections 10.1.2, .3 and .4, requiring insurance coverage beyond general liability, should be stricken as inappropriate for SB 32 projects. The point of SB 32 is to create an expedited and streamlined program for small renewable generators and requiring insurance beyond commercial general liability insurance is not streamlined. Section 10.2.6 should be modified accordingly. (Clean Coalition comments on PPA at 8) | *The Commission partially agreed with our concerns about insurance burdens by providing some leeway to sellers.*<br><br>"Clean Coalition, SEIA, and Henwood object to the insurance provisions in the draft joint standard contract. They assert that no insurance beyond general liability should be required, that the level of insurance required is too high, and that insurance should not have to be in place at the time of contract signing. CALSEIA and AECA agree. (FD at 55)<br><br>We find that the risks to ratepayers throughout the contracting term | |

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| | are sufficiently high to justify the requirements imposed upon sellers by the draft joint standard contract term. We are committed to streamlining and reducing the overall costs related to the FiT contracting process but find this area sufficiently important to justify the imposition of the proposed insurance provision. To ease the administration burden on sellers, we require the IOUs to provide that sellers must offer evidence of insurance 60 days after contract execution or before construction begins. (FD at 56) | |
| • *Section 12 - Guaranteed Energy Production*<br><br>Section 12 should be stricken in its entirety, or more, empirically-based, information should be provided by the utilities justifying this burden. Liquidated damages would punish the Seller twice because Seller would also forgo payments for power production –which should be incentive enough to ensure that Seller maintains its facility and produces power. To add this provision, the IOUs should produce evidence that this is not the case. (Clean Coalition comments on PPA at 9) | *The Commission disagreed with our concerns about Guaranteed Energy Production but required the IOUs to clarify matters.*<br><br>Clean Coalition and Placer District state that the Guaranteed Energy Production provision in the draft joint standard contract should be stricken or, at the very least, that the buyer must justify the required production quantity with empirical data. These parties state that this provision hinders financing. We find that the proposed term reasonably balances the buyer's need to have a high level of certainty regarding the expected generation and the seller's need for flexibility to account for unknowns by permitting a specific amount of over- or under-generation. We do not, however, agree with the IOUs that Section 12 serves to implement § 399.20(j)(1). (FD at 57) | |
| • *Section 13 - Collateral* | *The Commission disagreed with our* | |

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| *Requirements*<br><br>Section 13 should be modified to require collateral only through COD. There is no guidance on collateral requirements in D.12-05-035 so the IOUs have inserted this requirement on their own volition. However, there is no need for collateral once the project is operational because, again, Seller is heavily incentivized through power payments to keep the project online and in optimal working order. Interconnection and construction deposits are applicable before the project comes online and these are reasonable requirements for ensuring completion in a timely manner. But there is no good rationale for a collateral requirement after COD." (Clean Coalition comments on PPA at 9) | *concerns about collateral requirements.*<br><br>Clean Coalition and Henwood state that the IOUs' proposed development security requirements ($50/kW for projects over 1 MW, and $20/kW for projects under 1 MW) are too high and state that the collateral requirements should only apply until the project's Commercial Operation Date. (FD at 57)<br><br>"In the context of FiT, we most recently addressed the issue of collateral used for development security in D.11-11-012.157 In. D.11-11-012, we modified SCE's then existing CREST contract (SCE's FiT contract under AB 1969). We found then that $20/kW for collateral used for development security in that contract was a reasonable balance between discouraging non-viable projects from participating in the program, while protecting ratepayers in the event projects fail, with providing smaller developers with streamlined access to the program. Our position on this topic remains unchanged. We also recognize the need for collateral through the term of the contract." (FD at 57) | |
| • *Section 14.9 - Transmission Costs & Termination Rights*<br><br>'The Clean Coalition supports the principle of limiting ratepayer exposure to network upgrade costs because | *The Commission disagreed with our concerns about transmission costs.*<br><br>'Clean Coalition states that the cap on transmission costs is problematic for all the reasons raised in its application for | |

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| wholesale DG should, by definition, take advantage of existing distribution and transmission capacity. However, we support deferring any cost cap for network upgrades until the time that evidence of a real problem is presented, per the Commission's previous directions for amending the RAM program, which require evidence prior to program modifications due to the greater unintended costs and consequences of SCE's proposal.' (Clean Coalition Application for Rehearing at 12-13) | rehearing but does not provide any further specifics. Clean Coalition alleges that the cost cap unlawfully eliminates a substantial portion of potential FiT projects but fails to identify any law which is violated. We found no legal error in D.13-01-041 when addressing this same issue when raised by Clean Coalition in its Application for Rehearing.' (FD at 61) | |
| • *Section 15 and Appendix D – Forecasting*<br><br>'Section 15.2: all forecasting should be Buyer's responsibility because of the dramatic increase in efficiency if Buyer handles all forecasting for its project portfolio rather than each Seller attempting to do so individually.' (Clean Coalition comments on PPA at 9) | *The Commission agreed with our concerns about forecasting duties.*<br><br>'Clean Coalition states that, to achieve greater efficiencies, the buyer should be responsible for forecasts (not seller). In the alternative, Clean Coalition proposes that sellers only be required to provide a single, monthly forecast of expected generation. SEIA, CALSEIA, Sierra Club, AECA suggest that sellers have the option to forecast and pay buyer a reasonable cost for this service. The IOUs do not address this issue.'<br><br>'We find that providing sellers with the option of paying buyer a reasonable fee for the forecasting service is reasonable. This outcome furthers our goal of streamlining the FiT contracting process by | |

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| | reducing the burden on the small developers without subjecting ratepayers to additional costs or risks." (FD at 52) | |
| • *Section 17 and Appendices K and L – Assignment*<br><br>"Section 17.1 should be modified to allow assignment but require that Seller notify Buyer of such. There is no good rationale for requiring Buyer consent for assignment, which would constitute another hurdle to an efficient and free-flowing market for renewable energy." (Clean Coalition comments on PPA at 10) | *The Commission disagreed with our concerns about assignment.*<br><br>"Clean Coalition states that, contrary to Section 17 of the draft joint standard contract, sellers should not need to obtain buyer's prior consent to assignment and, instead, only notification should be required. The IOUs provide no response. "<br><br>"The contracts in the RPS program and the RAM program require prior consent for assignment, with certain exceptions. Because assignment transfers all the rights and responsibilities to a third-party, we find reasonable the need to obtain the consent of the buyer rather than just notifying the buyer. This provision promotes administrative ease by reasonably balancing the seller's need for flexibility to assign the contract with the buyer's need to ensure that the assignee is able to perform as required under the contract. Consent to assignment should not be unreasonably withheld." (FD at 63) | |
| • *Section 19.1 - Dispute Resolution and Recovery of Costs*<br><br>"Section 19.1 should be modified to eliminate "sole" | *The Commission disagreed with our concerns about the arbitration process.*<br><br>"Clean Coalition states that the arbitration process described in Section 19 of the draft joint | |

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| reliance on the section 19 dispute resolution procedure and allow other means for dispute resolution if required, including court remedies." (Clean Coalition comments on PPA at 11) | standard contract should not be the sole remedy for parties and that, for example, parties should be permitted to seek court remedies. Reid states that the recovery of costs by a prevailing party to a dispute should be limited to reasonable costs.[1] The IOUs state that the arbitration provision prevents forum shopping and promotes cost containment.[2]<br><br>"We find that the arbitration provision reasonably balances the goal of streamlining the administration of FiT contracts with providing developers' the opportunity to successfully develop projects." (FD at 56). | |
| • *Appendix F – Telemetry*<br><br>"Appendix F (PG&E and SCE): A limitation on ongoing costs in addition to installation Costs should be added. The proposed $20K limit only applies to installation costs. Seller should not be required to pay monthly costs (e.g. for a T1 line) over $100/month." (Clean Coalition comments on PPA at 10) | *The Commission disagreed with our concerns about the costs of telemetry.*<br><br>"Regarding PG&E's and SCE's contract provision, Clean Coalition states that recurring telemetry costs should be capped at $100 per month. Clean Coalition does not oppose the $20,000 cap on installation costs for telemetry for facilities that are 500 kW and less. CALSEIA agrees."<br><br>"We find that the IOUs' proposal allowing projects under 500 kW to aggregate telemetry costs and to limit those costs with a $20,000 cap is a reasonable means of balancing the CAISO's need for visibility of | |

[1] Reid August 15, 2012 comments at 7.

[2] IOUs September 10, 2012 joint comments 23-24.

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| | these generators and providing the data needed so that these small generators can be scheduled (on an aggregate basis) and participate in the CAISO market." (FD at 65-66) | |
| • *Effective Date of Tariff and Initiation of Program*<br><br>"Having different program start dates in each of the IOUs' service territories is unnecessary and will only result in confusion in the marketplace. The effective date proposal offered by PG&E (an effective date of the first day of the calendar month following the latter of Commission approval of the Re-MAT tariff or the Joint PPA, with applicants being allowed to submit their PPR and associated documentation five days after the effective date) provides the most certainty and expediency to the market. The Clean Coalition agrees that all IOUs should adopt PG&E's suggested program start date."(Clean Coalition reply comments on PPA at 4) | *The Commission agreed with our recommendation re the program start date.*<br><br>"In the IOUs' July 18, 2012 draft tariffs, each of the three IOUs propose a different effective date for the tariffs and start date of the FiT program. Clean Coalition and SEIA express support for a uniform effective date and program start-up. Accordingly, the IOUs are directed to remove the language relating to postponing the tariff effective date until matters are "final and non-appealable" from their January 18, 2013 draft tariffs. With that revision, we adopt the language in the January 18, 2013 draft tariffs regarding effective date." (FD at 69). | |
| *Cure Period for Deficient Program Participation Requests*<br><br>"SCE's proposed process for addressing incomplete PPRs should be adopted and applied to all three IOUs. [Agreeing with SEIA's previous comment] "(Clean Coalition reply comments on PPA at 5) | *The Commission agreed with our recommendations for uniformity in resolving deficient PPRs.*<br><br>"Clean Coalition and SEIA state that a uniform method of addressing incomplete PPRs across the three IOUs would minimize confusion in the market. They prefer SCE's proposed process for | |

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| | addressing incomplete PPRs and suggest it should be required for all three IOUs. In the revised tariffs filed on January 18, 2013, the IOUs harmonized this provision and proposed a 10 business day period for applicants to cure a deficiency in a submitted PPR but limits the cure period to "minor" deficiencies so that parties do not misuse this cure period by knowingly submitting an incomplete PPR to secure a higher FiT program number."<br><br>"Consistency among the IOUs on this topic promotes a streamlined program. Furthermore, a relatively short and definitive time period for resubmission of deficient PPRs ensures that deficiencies in the PPR are more in the realm of a minor technicalities rather than overarching substantive problems with project eligibility. The uniform proposal set forth in the IOUs' January 18, 2013 revised tariffs, which allows ten business days to cure a deficiency, achieves the right balance between providing the developer sufficient time to correct the noted shortcoming in its PPR and assuring that the cure period does not become a period in which to attempt overhauling a project to meet eligibility requirements. We adopt the IOUs' revised proposal, as noted in the January 18, 2013 filings, for all three IOUs. "(FD at 70-71) | |

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| *Process to Confirm a FiT Eligible Electric Generation Facility*<br><br>"Special condition 1.a should specify briefly what form the "confirmation" (that the facility meets all of the program requirements) must take. "(Clean Coalition reply comments on PPA at 5) | "Clean Coalition states that the method used by IOUs to confirm that an applicant's generation facility meets all the requirements to be a FiT Eligible Electric Generation Facility should be specified. For example, Clean Coalition points out that SCE's July 18, 2012 draft tariff (Special Conditions - Section 1) provides that "…SCE will confirm whether the applicant's Program Participation Request is complete" but SCE does not elaborate upon this confirmation process. We will refrain from requiring IOUs to incorporate a more specific process for confirming that an applicant's generation facility meets all the requirements to be a FiT Eligible Electric Generation Facility." (FD at 72) | |
| *Non-Disclosure Agreement*<br><br>"Special condition 1.d (an executed Non-Disclosure Agreement) should be stricken as there is no discussion of this issue in D.12-05-035, PG&E does not require it, and no good rationale has been provided by SCE for this requirement. "(Clean Coalition reply comments on PPA at 6) | *The Commission agreed with our concerns about NDAs.*<br><br>"Clean Coalition states that the requirement in SCE's July 18, 2012 draft tariff (Special Conditions 1 - Section 1) that requires an applicant to submit an executed non-disclosure agreement as part of an applicant's PPR is not needed. The IOUs' January 18, 2013 draft tariffs removed this provision. "<br><br>"Accordingly, the January 18, 2013 draft tariff provision (without reference to a non-disclosure agreement) is adopted. The IOUs must not require a non-disclosure agreement as part of establishing eligibility to participate in the | |

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| | program. "(FD at 73) | |
| *Re-Study Requirement and Loss of FiT Program Number*<br><br>"The last paragraph of Special Condition 1 mentions an applicant needing a restudy as a reason for an applicant to lose its Re-MAT Number, requiring a new application and losing the queue position. This is not required by D.12-05-035 and should be stricken." (Clean Coalition reply comments on PPA at 6) | *The Commission agreed with our concerns about restudies.*<br><br>"Clean Coalition states that an applicant should not lose its FiT program number if the applicant must engage in the restudy process to further interconnection. Clean Coalition refers to SCE's July 18, 2012 draft tariff (Special Condition - Section 1) and requests this provision be stricken. With the removal of the specific reference to the "restudy" process, Clean Coalition's concern may be addressed. We acknowledge that disputes may arise regarding an applicant's subsequent non-compliance with the program requirements, such as the interconnection study requirement, but find that, in the interest of tariff provisions with predictable outcomes, we will refrain from addressing a problem until one is presented to us." (FD at 75) | |
| *Participation in Other Incentive Programs*<br><br>"Paragraph 2 of Special Condition 2 should be clarified to make it clear that it only applies to participants in the Schedule who are planning to shift an existing NEM facility to an SB 32 contract, accordingly: | *The Commission agreed with our concerns about clarifying NEM and FIT interactions.*<br><br>"Clean Coalition refers to both SCE's and PG&E's July 18, 2012 tariff and suggests that the restrictions on participation in FiT and either the California Solar Initiative (CSI) or the Small | |

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| Eligible Electric Generation Facilities receiving service under this Schedule may not participate in any NEM program for the same facility seeking service under this Schedule. Before receiving service under this Schedule, participants in NEM must first terminate participation in each respective program, with respect to the facility seeking service under this Schedule.<br>For applicants who have previously received incentive payments under the CSI Program, the SGIP, or other similar programs, the Eligible Electric Generation Facility must, as of the date the applicant submits the Program Participation Request, have been operating for at least ten (10) years from the date the applicant first received ratepayer-funded incentive payments under the CSI Program or the SGIP for the Eligible Electric Generation Facility." (Clean Coalition reply comments on PPA at 7). | Generator Incentive Program (SGIP) be clarified as applying to generators rather than the owners of the generators. We also take this opportunity to clarify the application of the restrictions on participation in net-energy metering (NEM). D.12-05-035 states that eligible electric generation facilities receiving service under FiT must first terminate participation in any NEM program for the same facility seeking service under FiT. D.12-05-035 further states that a generator that previously received incentives under CSI or SGIP can participate in FiT after it has been online and operational for at least 10 years from that date." (FD at 76) | |
| | **Findings of Fact**<br><br>"The July 31, 2012 Petition of the Solar Energy Industries Association for Modification of Decision 12-05-035 and the November 13, 2012, Clean Coalition and California Solar Energy Industries Association Petition for Modification of D.12- | |

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| | 05-035 should be granted, in part. As a result, the process used by IOUs to offer megawatts during each bi-monthly period should be modified as described herein in an effort to make more megawatts available earlier in the program."(FD at 86) | |
| **D.13-02-037 (Denial of Application for Rehearing of D. 12-11-016)**<br><br>The Clean Coalition supported IEP's initial recommendation that the termination right should be eliminated "because at this time no evidence has been presented that excessive network upgrade costs are a real problem with the RPS program; all network upgrade cost risk is imposed on developers; there is no explanation of why the termination right was eliminated in the RAM context but preserved in the RPS context; and because of our fear that the utilities will attempt to impose this new termination right on WDG procurement programs." (CLEAN COALITION RESPONSE TO IEPA APPLICATION FOR REHEARING OF D.12-11-016, dated December 31, 2012 at 3). | *The Commission carefully evaluated the comments the Clean Coalition submitted in support of the Application for Rehearing of D. 12-11-016. We offered a number of additional recommendations in support of IEP and providing additional rationale for a rehearing of this Decision.*<br><br>"Independent Energy Producers Association (IEP) filed an application for rehearing of D.12-11-016, alleging the decision errs in approving a negotiable term in the RPS pro forma PPAs that could protect ratepayers from paying any additional costs for transmission network upgrades in the event that such costs will exceed the "transmission upgrade cost cap." Responses supporting IEP's application for rehearing were timely filed by Clean Coalition and the Large-scale Solar Association. "<br><br>"We have thoroughly considered the allegations and other arguments in the application for rehearing and are of the opinion that good cause does not exist for granting rehearing in this matter." (ORDER DENYING REHEARING | |

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| | OF DECISION 12-11-016 at 3). | |
| **D.13-01-041 (resolving our application for rehearing of D.12-05-035)**<br><br>The Clean Coalition (in collaboration with Sierra Club California) submitted extensive comments regarding the need for the Commission to review the Decision 12-05-035 for a number of factual errors as well as areas of the Decision that could prove to implement more harm than good. As shown in this claim, the Commission granted this Application for Rehearing (in part) due to the extensive comments and points raised by the Clean Coalition and the Sierra Club California and the Decision has been modified to accommodate these recommendations. In particular, we wish to highlight the emphasis on the failure of the FD to provide a price for avoided costs, insufficient capacity allocation and stressing that the failure of AB 1969 to bring more than 10 MW of renewable energy online since its inception.<br><br>"The Decision violates SB 32's requirement to provide a price for avoided transmission and distribution costs." (Clean | *The Commission partially granted our Application for Rehearing, agreeing with a number of our points.*<br><br>"Clean Coalition/Sierra Club allege the following errors: (1) the Decision violates SB 32's requirement to provide a price for avoided transmission and distribution costs; (2) the Decision violates SB 32's requirement to provide compensation for mitigation of local environmental compliance costs; (3) the Decision is contradictory regarding whether the FiT program can be quickly subscribed; (4) the requirement that projects may not incur transmission upgrade expenses over $300,000 eliminates a substantial portion of potential SB 32 projects; (5) the Decision erroneously suggests that developers can use the IOU interconnection maps to determine whether a project is likely to have transmission impacts; (6) the Decision fails to provide sufficient clarity in prescribing allocation of capacity; and (7) the Decision fails to clarify whether the program under AB 1969 is suspended. Clean Coalition/Sierra Club also allege that the Decision contains numerous typographical and grammatical errors that may cause confusion in implementation." (FD | |

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| Coalition/Sierra Club Rehrg. App. at 5).<br><br>"The Decision is erroneous in a number of ways…. The FD contradicts itself when it suggests that the program may be expanded if the program's capacity is subscribed "quickly," because under the schedule the FD creates it is not possible to fully subscribe the program before 24 months…. We recommend, as in our previous comments, that the Commission create a volumetric, (capacity-based) system of price declines rather than duration-based system like in the FD." (Clean Coalition/Sierra Club Rehrg. App. at 7-8).<br><br>"The FD fails to provide sufficient clarity in prescribing allocation of Capacity…The FD does not define "initial capacity allocation" or "initial starting capacity" when used as a condition for changes to the tariff price, nor how to address contracts in excess of the remaining capacity for that period." (Clean Coalition/Sierra Club Rehrg. App. at 10-11)<br><br>"The existing feed-in tariff law, AB 1969 (2007), has brought less than ten MW of new renewable energy online, out of a program total of 500 MW. It has clearly failed, due to | at 3).<br><br>"We have reviewed each and every argument raised in the rehearing applications and are of the opinion that modifications, as described herein, are warranted to: (1) explain that the adopted pricing mechanism should account for all of the generator's costs, including environmental compliance costs; (2) delete the statement that the Commission seeks to pay generators the price needed to build and operate a renewable generation facility; (3) delete statements that imply that avoided costs under PURPA are based in part on avoided ratepayer costs; (4) correct statements regarding section 399.20(f)'s requirement that the tariff be available on a "first-come-first-served basis;" (5) clarify the reasons for declining to adopt a location or transmission adder; (6) delete the statement that the FiT program may be quickly subscribed; (7) clarify how the program's capacity is allocated and incrementally released; (8) delete statements that the Market Price Referent ("MPR") is based on a "market;" (9) clarify statements regarding the legal requirements for setting avoided cost and the holdings of *California Public Utilities Commission* ("*FERC Clarification Order*") (2010) 133 FERC ¶ 61,059; (10) correct the statement that subscription in a two-month period can equal more than 100% of the initial capacity | |

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| a variety of reasons, including inadequate pricing in the first few years of its existence and, now, interconnection issues. (Clean Coalition/Sierra Club Rehrg. App. at 2)<br><br>"The FD also states: "To implement this directive, each utility must divide the total program capacity by 24"; but the FD does not specify in sufficient detail how to handle contracted capacity from AB 1969 FIT contracts." (Clean Coalition/Sierra Club Rehrg. App. at 11). | allocation for a product type; and (11) correct typographical errors." (FD at 4).<br><br>"CEERT, Sustainable Conservation, and Clean Coalition/Sierra Club allege that the Decision fails to include environmental compliance costs in the Re-MAT price, and thus, fails to comply with SB 32 and the requirements of section 399.20 that the payment pursuant to the standard tariff "shall include all current and anticipated environmental compliance costs." (CEERT Rehrg. App., pp. 8-12; Sustainable Conservation Rehrg. App., p. 3-5; Clean Coalition/Sierra Club Rehrg. App., p. 7.) (D. 13-01-041 at 4-5) | |
| *Allegation that the Decision erred by not including environmental compliance costs in the Re-MAT price*<br><br>"The Decision fails to provide compensation for mitigation of local environmental compliance costs, as required by SB 32." (Clean Coalition/Sierra Club Rehrg. App. at 7) | *The Commission disagreed with our concern that the ReMAT price failed to included environmental compliance costs, but our arguments prompted a modification, as discussed below.*<br><br>"Given that all costs incurred by a generator are presumed included in a market-based price, we see no reason why environmental compliance costs should be treated differently from any other costs incurred by a generator. A generator should include all of its costs, including any environmental compliance costs, in its price for the Re-MAT. The Re-MAT price adjusts based on market conditions | |

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| | and demand and, thus, should account for these costs. (See also, *Southern California Edison Company's Comments to Section 399.20 Ruling dated June 27, 2011*, dated July 21, 2011, p. 4 [market-based process would allow current and anticipated environmental costs to be included in the price]; *Clean Coalition Reply Comments on ALJ Ruling*, dated August 26, 2011, p. 31 [price adjustment mechanism could result in a price that includes environmental compliance costs].) Therefore, we modify the Decision, as set forth in the ordering paragraphs below, to explain that because the Re-MAT is a market-based price, it should include all of the generator's costs, including current and anticipated environmental compliance costs." (D. 13-01-0141 at 6). | |
| "Language in D.12-05-035 regarding the price to be paid to SB 32 generators violated SB 32." (Clean Coalition/Sierra Club Rehrg. App. at 7.) | *The Commission agreed with our argument in part.*<br><br>"In discussing the issue of environmental compliance costs, the Decision also stated that "[w]e seek to pay generators the price needed to build and operate a renewable generation facility." (D.12-05-035, p. 42.) Clean Coalition/Sierra Club claim that this language violates SB 32 and is nowhere in the law. (Clean Coalition/Sierra Club Rehrg. App., p. 7.) Clean Coalition/Sierra Club do not specify what provisions of SB 32 this language would violate. But we agree that there is no legal requirement that these costs be recovered and we modify the | |

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| | Decision, as set forth in the ordering paragraphs below, to delete this unnecessary statement. (See Pub. Util. Code, § 399.20, subd. (d)(2).) | |
| "The FD also fails to include 'avoided transmission and distribution improvements' in its list of price requirements on page 16, apparently ignoring the law as chaptered. This exclusion is a violation of law as SB 32 requires the creation of the program that recognizes the value of avoided transmission and distribution costs. This is not a small issue, as the Commission's own staff proposal and commissioned report from E3 demonstrated: the value to ratepayers from these avoided costs can be as high as 7-8 c/kWh in some areas." (Clean Coalition/Sierra Club App. at 6). | *The Commission disagreed with our key point here but partially agreed in terms of recognizing the need to modify the decision to clarify its previous position.*<br><br>"Clean Coalition/Sierra Club allege that the Decision violates this provision of SB 32 by failing to adopt a location or transmission adder. (Clean Coalition/Sierra Club Rehrg. App., pp. 5-6.) This allegation lacks merit. The price requirements for the tariff are set forth in section 399.20(d). Payment under the FiT shall be 'the market price determined by the [C]ommission….' (Pub. Util. Code, § 399.20, subd. (d)(1).) The statute requires the Commission to consider various factors in establishing a pricing methodology for the FiT, but does not specifically require that avoided transmission and distribution costs be included in the FiT price. Clean Coalition/Sierra Club claim that these costs are required to be included in the price based on section 1, subdivision (e) of SB 32, but this subdivision does not dictate pricing requirements for the FiT. With regard to avoided transmission and distribution improvements, this subdivision | |

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| | merely evinces the Legislature's intent that the tariff recognize 'the characteristics that contribute to … avoided transmission and distribution improvements.'" (FD at 13).<br><br>*The Commission continued, however, and recognized the need to clarify its previous position:*<br><br>"The Decision stated that a location or transmission adder are "either inconsistent with existing law or require more development" and that "additional scrutiny is needed before the Commission adopts a location adder." (D.12-05-035, pp. 37-38.) In order to eliminate any confusion, we modify the Decision, as set forth in the ordering paragraphs below, to clarify that we declined to adopt these adders because we did not find that they were warranted based on the record of this proceeding. This does not foreclose the possibility that a location or transmission adder may be adopted for the program in the future if these adders are found to reflect costs actually avoided by the utilities." (FD at 14). | |
| *Cost of network upgrades*<br><br>"Clean Coalition/Sierra Club argued that the requirement that the project must not require more than $300,000 of transmission system network upgrades may eliminate a substantial portion of potential | *The FD disagreed with our recommendation.*<br><br>"Clean Coalition/Sierra Club do not allege any legal error regarding this issue. Assuming arguendo that this program requirement may eliminate some potential projects, Clean | |

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| SB 32 projects." (Clean Coalition/Sierra Club Rehrg. App. at 9.) | Coalition/Sierra Club do not explain what law would be violated. Thus, rehearing is not warranted. (Pub. Util. Code, § 1732; Cal. Code Regs., tit. 20, § 16.1, subd. (c).) (FD at 15). | |
| *Allegations that the Decision's methodology for allocating capacity is unclear*<br><br>"The FD describes the capacity allocation methodology in an unclear and arguably contradictory manner (FD, p. 49). The FD prescribes equal capacity allocation over 24 months, but it's not clear that each two-month adjustment period has a capacity of the sum of the two months. (Clean Coalition/Sierra Club Rehrg. App. at 10) | *The FD recognized that our points required a number of clarifications.*<br><br>"Clean Coalition/Sierra Club claim that the Decision's methodology for allocating capacity is unclear and potentially contradictory. (Clean Coalition/Sierra Club Rehrg. App., pp. 10-11.) According to Clean Coalition/Sierra Club, it's not clear that each two-month adjustment period has a capacity sum of the two months. They also state that the Decision does not specify how to handle contracted capacity from the AB 1969 FiT contracts. The fact that Clean Coalition/Sierra Club are unclear about aspects of the Decision does not constitute legal error or a basis for rehearing of the Decision. (Pub. Util. Code, § 1732; Cal. Code Regs., tit. 20, § 16.1, subd. (c).) But we recognize that aspects of the Decision's discussion of the incremental release of capacity may have caused confusion and take this opportunity to make some clarifications." (D. 13-01-041 at 16-17). | |

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| *Allocation methodology*<br><br>"Clean Coalition/Sierra Club argued that the allocation methodology may result in less than 3 MW being available for a project, which contradicts SB 32's allowance of up to 3 MW per project." (Clean Coalition/Sierra Club Rehrg. App. at 10, 11-13.) | "This allegation lacks merit. The statute states that in order for a generator to be eligible for the section 399.20 FiT, it must have an effective capacity of not more than 3 MW. (Pub. Util. Code, § 399.20, subd. (b)(1).) The statute does not require an allowance of 3 MW per project; it merely places size limitations on the generators that can participate in the FiT program. The fact that a generator may be eligible for the FiT does not guarantee participation in the program. There is a limited amount of capacity available under the program. Further, in implementing the FiT and the RPS program, we are also required to consider other factors such as the impact on ratepayers and cost. (Pub. Util. Code, §§ 399.15, subds. (c) and (d), 399.20, subd. (d)(4), 451.) The Decision adopted the incremental release of capacity "to minimize ratepayer exposure to a large number of non-competitively priced contracts while ensuring that some capacity is available for each product type, for which there is market interest." (D.12-05-035, pp. 49-50.) (FD at 18). | |
| *Status of AB 1969 program*<br><br>"Clean Coalition/Sierra Club argued that the failure of the Decision to clarify whether the AB 1969 Program is suspended or not has created uncertainty." (Clean Coalition/Sierra Club Rehrg. App. at 13-14.) | *The Commission agreed with our concern but stated that it had been mooted by action by the ALJ since filing of our Application.*<br><br>"This allegation is moot. Subsequent to the issuance of the Decision, the Administrative Law Judge ('ALJ') issued a ruling clarifying that the existing FiT Programs implemented under AB | |

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| | 1969 will remain effective until replaced by the new tariffs ordered in the Decision." (FD at 19). | |
| *Miscellaneous errata*<br><br>"There are numerous typographical errors, wording/grammar mistakes, etc., in the FD, some of which may cause confusion in implementation. These errors, and the other issues discussed above, show that proper care and consideration were not taken in crafting this FD; nor did it receive sufficient stakeholder review." (Clean Coalition/Sierra Club Rehrg. App. at 14) | Many grammatical errors were corrected, as per the AFR by the Clean Coalition/Sierra Club, as stated in the FD at 4. | |
| **D.12-11-016 (2012 RENEWABLES PORTFOLIO STANDARD PROCUREMENT PLANS AND INTEGRATED RESOURCE PLAN OFF-YEAR SUPPLEMENT)**<br><br>The Clean Coalition submitted comments on the Proposed Decision that became D. 12-11-016 that focused on support for SCE's proposal not to conduct an RFO for the year 2012, the expansion of WDG programs to ensure that the RPS is met and ensuring that the correct cost for solar is accounted for. The Commission did not give proper credit to the Clean Coalition in D.12-11-016 for the support lent | *The Commission agreed with our comments about project size eligibility*<br><br>"PG&E's, SCE's, and SDG&E's draft 2012 RPS Procurement Plans each included a requirement setting the minimum nameplate capacity size of a project eligible to participate in an RPS solicitation… Recently, the Commission increased the maximum project size that may participate in the Feed-in Tariff program, consistent with statutory amendments. However, because we envision the RPS Program as a program with broad eligibility, we adopt no changes to the existing size limitation of 1.5 MW." (D.12-11-016 at 44). | |

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| for the proposal not to conduct an RFO, which was adopted in the Final Decision. In addition, there were significant changes between the PD and the FD, as noted below, some of which the Clean Coalition had recommended.<br><br>"The Clean Coalition supports SCE's proposal to not hold a 2012 RPS RFO – and the Commission's decision to uphold SCE's proposal. We are commenting, however, primarily to demonstrate the numbers required to achieve the remaining RPS obligations from Wholesale DG ('WDG') programs, and to show that SCE's existing WDG programs are wholly inadequate for the scale required to meet the RPS." (Clean Coalition comments on the Proposed Decision at 2-3).<br><br>"The PD accepts SCE's assertions regarding the ability of WDG and future RPS RFOs to meet SCE's renewable net short. … However, as mentioned, SCE provides no calculations in its amended RPS Procurement Plan, in the pages cited by the PD, or elsewhere. Rather, SCE simply cites the DG programs mentioned above and states that these programs will be sufficient for meeting SCE's RPS needs, with a possible need for additional RPS RFOs subsequent to the 2012-2013 | | |

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| cycle. With respect to additional RPS RFOs at a later date, there will be insufficient time for SCE to meet its 2017-2020 net short by issuing RFOs after the 2012-2013 cycle, due largely to new transmission requirements for most RPS projects." (Clean Coalition comments on the Proposed Decision at 4-5). | | |
| **Resolution E-4546** (changes to RAM)<br><br>"The Commission must require evidence of a problem before modifying the RAM program." (Clean Coalition comments on Res. E-4546 at 2)<br><br>"If the Commission decides to support the termination right SCE seeks, the termination right should expire automatically after 30 days from the IA being signed by both parties – with no allowance for termination after 'any interconnection study' is received by seller, per SCE's overly broad current language." (Clean Coalition comments on Res. E-4546 at 2)<br><br>"Moreover, the seller should have 60 days to remedy excess network | *The Clean Coalition submitted comments on Res. E-4546, many of which were incorporated into the final resolution. In particular, the Clean Coalition commented on, and received credit for, the additional clarification and inclusion of termination rights.*<br><br>"The Commission also received late filed comments to draft resolution E-4546 on October 25, 2012 from the Clean Coalition. Commission staff accepted these late comments." (Res. E-4546 at 11).<br><br>"In comments submitted on the draft resolution, Clean Coalition, Recurrent, LSA, and SEIA stated their opposition to the inclusion of this termination right as drafted. These parties argued that there has been no showing of evidence that this termination right is necessary to solve an existing problem; that real-world upgrade costs should serve as the basis for the trigger thresholds; that the Commission should impose a clear sunset date | |

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| upgrade costs through meetings with the PTO, correcting any errors, etc. The utility should then have 30 days to review before exercising its termination right. This would require that the utility<br>not be able to exercise its termination right until 90 days has<br>expired from the time seller is notified of excess network upgrade<br>costs." (Clean Coalition comments on Res. E-4546 at 2) | on a utility's ability to exercise this right; and that there might exist potential hurdles in the implementation of the Seller buy down right that the Commission has not yet identified." (Res. E-4546 at 11)<br><br>"As a result of this opposition, the Commission is not including authorization for this unilateral termination right in the RAM PPA at this time. The Commission continues, however, to support the concept of protecting ratepayers from unbounded exposure to potential increases in transmission network upgrade costs that occur after a project has been selected in a RAM auction and a utility has executed a RAM PPA." (Res. E-4546 at 11)<br><br>"Recurrent, Clean Coalition, and SEIA filed protests in opposition to an extension of the commercial operation deadline by an additional 12 months. Those parties argued that the IOUs have provided no reason for extending the deadline, and that to do so would simply result in less viable projects becoming eligible to participate in RAM. The Commission agrees with these parties." (Res. E-4546 at 28).<br><br>"Clean Coalition, in its protest filed to advice letter 4100-E, opposed PG&E's request and noted that PG&E provided no justification for imposing this requirement at this time. SEIA also | |

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| | opposed PG&E's request on the basis that it is contrary to previous Commission orders on RAM and would unfairly burden smaller developers. The Commission notes that PG&E is correct that ratepayers benefit when an energy-only Seller becomes fully deliverable without the need for transmission network upgrades." (Res. E-4546 at 32)<br><br>"In advice letter 4100-E, PG&E now proposes to increase the maximum allowed annual economic curtailment by Buyer from 100 hours to 250 hours. Clean Coalition protested this proposal on the grounds that PG&E did not clearly articulate whether it would continue to pay the Seller for those additional 150 hours of economic curtailment, or whether PG&E was merely proposing to increase the cap without increasing the hours of payment. PG&E responded to Clean Coalition's protest to clarify that it would, in fact, pay the Seller as if energy had been delivered up to the full 250 hours of maximum allowable economic curtailment." (Res. E-4546 at 33) | |
| *Termination Right*<br><br>"The current PPA acknowledges potential permitting delays and allows a six month extension if needed for circumstances beyond the control of the seller. A viable project in possession of a PPA and ready to build should not be terminated due to | "In comments submitted on the draft resolution, Clean Coalition, Recurrent, LSA, and SEIA stated their opposition to the inclusion of this termination right as drafted. As a result of this opposition, the Commission is not including authorization for this unilateral termination right in the RAM PPA at this time. The Commission | |

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| delays on the part of regulatory bodies or the host utility if these parties require additional time. Such termination harms the seller while further delaying actual procurement when the terminated capacity pushes the procurement process back to square one." (CLEAN COALITION'S PROTEST TO PG&E'S ADVICE 4100-E REQUEST FOR MODIFICATION TO DECISION 10-12-048 at 2) | continues, however, to support the concept of protecting ratepayers from unbounded exposure to potential increases in transmission network upgrade costs that occur after a project has been selected in a RAM auction and a utility has executed a RAM PPA." (Res.E-4546 at 28) | |
| "As we have commented previously in RAM proceedings, extended COD allowances encourage highly speculative long-term projections of material commodity prices in an unpredictable market. The actual construction of most facilities bidding in to RAM is typically accomplished in less than 12 months. Allowing an additional 24 months will encourage sellers to gamble on lower panel prices that are not only not currently available, but that are not anticipated within the next two years, and are highly uncertain in that time frame. These bids will win the auction, displacing any that could be built sooner, and delaying actual development for years." (CLEAN COALITION'S PROTEST TO PG&E'S ADVICE 4100-E REQUEST FOR MODIFICATION TO DECISION 10-12-048 at 2) | "Recurrent, Clean Coalition, and SEIA filed protests in opposition to an extension of the commercial operation deadline by an additional 12 months. Those parties argued that the IOUs have provided no reason for extending the deadline, and that to do so would simply result in less viable projects becoming eligible to participate in RAM. The Commission agrees with these parties." (Res. E-4546 at 28) | |

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| *Buyer Curtailment Hours*<br><br>"PG&E's proposal to increase the required buyer curtailment hours from 100 to 250 hours is unclear with regard to the impact on the developer. We ask for confirmation that during these Buyer Curtailment Periods, the Seller will be paid the contract price for the incremental 150 hours of curtailed energy." (CLEAN COALITION'S PROTEST TO PG&E'SADVICE 4100-E REQUEST FOR MODIFICATION TO DECISION 10-12-048 at 3) | "In comments to the draft issuance of this resolution, PG&E reiterated its desire for the Commission to authorize its proposal to change its buyer curtailment provisions. For the same reasons cited previously in the draft resolution, and for the reasons cited above in Section (10) as it relates to SCE's request, the Commission maintains the position proposed in the draft resolution. As was the case with SCE's proposal, the Commission finds that the record on PG&E's specific economic curtailment proposal is insufficient." (Res. E-4546 at 33) | |
| **Clean Coalition motion for clarification regarding CREST**<br><br>The Clean Coalition filed a motion for the Commission to address interconnection issues plaguing the CREST program. We argued:<br><br>"We are submitting this motion in order to quickly address a major hurdle to wholesale distributed generation development under SCE's CREST program: pronounced and pervasive interconnection delays, and a number of related issues. All of the actions requested in this Motion can be implemented without modification to prior Decisions, tariffs, or contracts that have been approved in the implementation of the CREST program or the Rule 21 | *The Commission never ruled on our motion, despite numerous attempts to follow up on our motion. The motion is now moot because the AB 1969 CREST program should sunset on July 24, 2013, if the Commission accepts the utility advice letter filings for the new SB 32 program. However, this should not excuse the Commission from inaction on a procedurally correct motion for clarification filed almost a year prior to the AB 1969 program sunset. Accordingly, we are requesting compensation for time spent on the motion, despite the Commission's failure to resolve our motion and the issues it sought to address.* | |

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| interconnection procedures."<br><br>(Clean Coalition motion for CREST amendments at 2).<br><br>We also argued:<br><br>"Many of these CREST projects are, however, now hopelessly mired in SCE's interconnection process due to a finding by SCE of transmission interdependence – a finding SCE refers to sometimes as "transmission vague." Due to the CREST program modifications in D.11-11-012, which placed an 18+6 month deadline on the Commercial Online Date (COD), these developers must decide whether to proceed with the project despite these adverse findings, or abandon the valuable PPAs they currently possess.<br><br>Many CREST developers have been relying on SCE, at SCE's urging, to direct them to the areas that would avoid transmission interdependency issues, prior to the completion of System Impact Studies (SIS). Under SCE's stated policy, developers were to receive information on transmission issues early in the study process, even prior to applying for an SIS. Some developers were unfortunately shocked to learn that so many of their projects were transmission interdependent following the | | |

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| completion of the SIS for each project. The Clean Coalition doesn't know how this unfortunate situation developed, but it is clear that steps must be taken to remedy these issues." (Clean Coalition motion at 3). | | |
| **Resolution E-4593: Approval of CREST contracts**<br><br>This resolution resolved SCE's advice letter 2870-E seeking approval of a number of CREST contracts that SCE argued were entered into in excess of AB 1969's requirements. The Clean Coalition submitted a number of rounds of comments on the advice letter and the resolution.<br><br>"As we described in comments on SCE's AL 2870-E, SB 380 eliminated any distinction between the CREST and WATER programs. SB 380 is controlling law in this context and should not be left out of the resolution's legal rationale. We recommend that the Commission instead acknowledge the impact of SB 380 and its removal of any programmatic distinctions, and approve the CREST contracts either as bilateral contracts or as a voluntary expansion of the AB 1969 program." (Clean Coalition Res. E-4392 comments at 3). | *The Clean Coalition's comments were referred to and responded to by the Commission, as shown in the record. While the Commission did not agree with our rationale for approving the CREST contracts, it agreed with our overarching policy outcome: to approve the CREST contracts outside of the CREST program and thus to ensure that SCE had capacity remaining in its new SB 32 program when that program starts later in 2013.*<br><br>"On April 16, 2013, protests to Advice Letter 2870-E were received from the Division of Ratepayer Advocates (DRA), David Fick, Ashlee Dalton, and Jackie Hanselman. Additionally, on the same day, responses to Advice Letter 2870-E supporting SCE's request for Commission approval were filed by the Clean Coalition, the Solar Energy Industries Association (SEIA), and ImMODO." (Res. E-4392 at 8).<br><br>"Clean Coalition, SEIA, and ImMODO filed responses in support of the advice letter, each | |

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| "The Clean Coalition reiterates that it supports the draft resolution and its stated outcome regarding approving the CREST contracts as a voluntary expansion of SCE's CREST program. However, we prefer the legal rationale that is based on SB 380's elimination of any distinction between the WATER and CREST programs and request that the Commission revise the resolution to rely instead on this legal rationale." (Clean Coalition Res. E-4392 comments at 3). | generally seeking timely action by the Commission to approve cost recovery for these power purchase agreements." (Res. E-4392 at 8).<br><br>"Comments were timely received on June 17, 2013 from SCE; ImMODO Corporation (ImMODO); the Green Power Institute (GPI); the Independent Energy Producers Association (IEP); and the Clean Coalition. SCE, ImMODO, GPI, and Clean Coalition offer general support for approval of the draft resolution with modifications." (Res. E-4392 at 20).<br><br>SCE's Need for Additional FIT Capacity<br>"Clean Coalition, SCE, GPI, and IEP submitted comments related to various aspects of whether the capacity associated with these contracts should constitute an expansion of SCE's FIT program or whether SCE has a compliance need for this additional FIT capacity." (Res. E-4392 at 21).<br><br>"Clean Coalition supports the draft resolution but urges the Commission to adopt a different rationale to justify approval. Clean Coalition recommends that the Commission rely on SB 380, the legislative change which removed the water/wastewater distinction from the Section 399.20 FIT statute, rather than, as the draft of this resolution did, on the authority provided in D.07-07-027 for the | |

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| | utility to procure excess FIT contracts, subject to Commission review. The Commission disagrees because SB 380's modifications to the Section 399.20 FIT statute were not implemented until May 2013, when the Commission adopted D.13-05-034. The relevant authority at the time that these contracts were executed was D.07-07-027, and that decision authorized the utility to procure additional FIT contracts." (Res. E-4392 at 21).<br><br>"Timely comments were submitted on June 17, 2013 by Southern California Edison; ImMODO Corporation; the Green Power Institute; the Independent Energy Producers Association; and the Clean Coalition. These comments have been disposed of in this resolution" (Res. E-4392 at 26). | |

**B. Duplication of Effort (§§ 1801.3(f) & 1802.5):**

| | Claimant | CPUC Verified |
|---|---|---|
| **a. Was DRA a party to the proceeding? (Y/N)** | **Y** | |
| **b. Were there other parties to the proceeding? (Y/N)** | **Y** | |
| **c. If so, provide name of other parties:** Parties include: CalSEIA, CARE, CEERT, DRA, GPI,IEP, Jan Reid, LS Power Associates, PG&E, Recurrent Energy, SCE, SDG&E, SFUI, Sierra Club , Solar Alliance, Sustainable Conservation, TURN, PG&E and VoteSolar. There are hundreds of other parties who did not actively participate or who participated minimally. | | |

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| **d. Describe how you coordinated with DRA and other parties to avoid duplication or how your participation supplemented, complemented, or contributed to that of another party:**<br><br>The Clean Coalition's compensation in this proceeding should not be reduced for duplication of the showings of other parties. The Clean Coalition often led the efforts to coordinate with other parties, including joint comments, a Petition for Modification (with CalSEIA) and an Application for Rehearing (with Sierra Club California). In addition, the Clean Coalition received strong support for the model SB 32 PPA from other parties even though it was not adopted by the Commission. In short, no party represents the arguments that the Clean Coalition regularly advocates: a quick transition to more wholesale distributed generation and a smarter grid to accommodate more renewables. We collaborate regularly where feasible. | |

**C. Additional Comments on Part II (use line reference # or letter as appropriate):**

| # | Claimant | CPUC | Comment |
|---|---|---|---|
| | | | |
| | | | |

**PART III: REASONABLENESS OF REQUESTED COMPENSATION (to be completed by Claimant except where indicated)**

**A. General Claim of Reasonableness (§§ 1801 & 1806):**

| **Concise explanation as to how the cost of claimant's participation bears a reasonable relationship with benefits realized through participation (include references to record, where appropriate)** | **CPUC Verified** |
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| **D.12-05-034**<br><br>The Clean Coalition was one of the most active parties in this proceeding, advocating for the thorough use of Distributed Generation + Intelligent Grid solutions, which includes Energy Storage, Demand Response and Monitoring Communications and Control. We can point to many benefits to ratepayers from our policy recommendations, as we have described in detail above. Generally speaking, our recommendations, many of which have been adopted by the Commission, have improved the new SB 32 | |

program and will help to ensure a smoothly operating program as it unfolds. While the program still has many issues, as we've highlighted consistently in our advocacy, we hope that with the changes adopted by the Commission, it will be the basis for a future expanded and further improved program.

**Other Decisions/Resolutions**

The Clean Coalition also contributed, as described above, to other Decisions and Resolutions in this proceeding. The Application for Rehearing (AFR) which led to D. 13-01-041 and contributed to D. 12-05-035, led to the Commission's clarification of the Re-MAT mitigation of environmental compliance and outlining a methodology for allocating capacity. In addition, the Commission evaluated numerous recommendations from the Clean Coalition, many of which were included in the Final Decisions and Resolution drafts.

Our efforts to ensure that the best design features for distributed generation were included in the various decision for this proceeding will result in increasingly cost-effective and environmentally beneficial renewable energy for all ratepayers and taxpayers in California.

We worked to ensure that only personnel essential to these matters worked on each issue. Attorney Tam Hunt and Associate Executive Director Ted Ko took the lead in drafting comments and leading collaboration with other parties on most issues in this proceeding. Director of Economics and Policy Analysis Kenneth Sahm White provided oversight of comments and took the lead in ex parte meetings. Policy Associate/Attorney Chase Adams assisted with the development of the SB 32 Model PPA and Policy Manager Dyana Delfin-Polk assisted minimally. We were always careful in terms of using the most appropriate personnel for each task.

In terms of allocation of time between issues in this proceeding, there were several overarching issues that Clean Coalition focused upon: the need for the Commission to seriously evaluate and use DG+IG resources and in providing the Commission with an alternate model PPA for consideration, all of which are well within the scope of this proceeding. The Clean Coalition spent the majority of time and effort on these particular issues, as is represented in the record, and in leading collaborative efforts with other groups.

**B. Specific Claim:**

| CLAIMED | | | | | | CPUC AWARD | | | |
|---|---|---|---|---|---|---|---|---|---|
| **ATTORNEY FEES** | | | | | | | | | |
| **Item** | **Year** | **Hours** | **Rate $** | **Basis for Rate*** | **Total $** | **Year** | **Hours** | **Rate $** | **Total $** |
| Hunt | 2012 | 118.5 | $336 | D.11-10-040 [3] and Res. ALJ-241 | $39,816 | | | | |
| Hunt | 2013 | 118 | $336 | D.11-10-040 and Res. ALJ-281 | $39,648 | | | | |
| Adams | 2012 | 138.5 | $185 | D.11-10-040 and Res. ALJ-281 | $25,622.5 | | | | |
| | | | | Subtotal: | $105,086.5 | | | | |
| **EXPERT FEES** | | | | | | | | | |
| **Item** | **Year** | **Hours** | **Rate $** | **Basis for Rate*** | **Total $** | **Year** | **Hours** | **Rate $** | **Total $** |
| Ted Ko[4] | 2012 | 33.75 | $145 | D.11-10-040 and Res. ALJ-281 | $4,893.75 | | | | |
| Ted Ko | 2013 | 13.5 | $155 | D.11-10-040 and Res. ALJ-281 | $2,092.5 | | | | |
| Sahm White[5] | 2012 | 20.25 | $175 | D.11-10-040 and Res. ALJ-281 | $3,543.75 | | | | |

[3] D.08-04-010 (p. 9) provides for a 5% annual increase each year within each level of experience (p. 8). **See Attachment A for resumes for each Clean Coalition staff.**

[4] Ko is the Associate Executive Director of the Clean Coalition and has five years of experience in the renewable energy field, with previous experience in the IT field.

[5] White has 12 years of experience in the energy and clean air field and is the Clean Coalition's Policy Director.

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| Rob Longnecker | 2012 | 14.5 | $155 | D.11-10-040 and Res. ALJ-281 | $2,247.5 | | | | |
| | | | | Subtotal: | $12,777.5 | | | | |

**OTHER FEES**

**Describe here what OTHER HOURLY FEES you are claiming (paralegal, travel, etc.):**

| Item | Year | Hours | Rate $ | Basis for Rate* | Total $ | Year | Hours | Rate $ | Total $ |
|---|---|---|---|---|---|---|---|---|---|
| White (travel) | 2012 | 4 | $87.5 | D.11-10-040 and Res. ALJ-281 (half rate | $350 | | | | |
| | | | | | | | | | |
| | | | | *Subtotal:* | $350 | | | *Subtotal:* | |

**INTERVENOR COMPENSATION CLAIM PREPARATION ****

| Item | Year | Hours | Rate $ | Basis for Rate* | Total $ | Year | Hours | Rate $ | Total $ |
|---|---|---|---|---|---|---|---|---|---|
| Delfin-Polk | 2013 | 20 | 37.5 | D.11-10-040 and Res. ALJ-281 (half rate) | $750 | | | | |
| Tam Hunt | 2013 | 10 | 168 | D.11-10-040 and Res. ALJ-281 (half rate) | $1,680 | | | | |
| | | | | Subtotal: | $2,430 | | | | |

**COSTS**

| # | Item | Detail | Amount | Amount | |
|---|---|---|---|---|---|
| | | | | | |
| | | | *Subtotal:* | | *Subtotal:* |
| | | | **TOTAL REQUEST $:** | **$120,644** | **TOTAL AWARD $:** |

When entering items, type over bracketed text; add additional rows as necessary.

*If hourly rate based on CPUC decision, provide decision number; otherwise, attach rationale.

**Reasonable claim preparation time typically compensated at ½ of preparer's normal hourly rate.

**C. Attachments or Comments Documenting Specific Claim (Claimant completes; attachments not attached to final Decision):**

| Attachment or Comment # | Description/Comment |
|---|---|
| 1 | Certificate of Service |
| 2 | Time record |
| 3 | Staff resumes |

**D. CPUC Disallowances & Adjustments (CPUC completes):**

| # | Reason |
|---|---|
| | |
| | |

## PART IV: OPPOSITIONS AND COMMENTS
**Within 30 days after service of this claim, Commission Staff or any other party may file a response to the claim (*see* § 1804(c))**

**(CPUC completes the remainder of this form)**

**A. Opposition: Did any party oppose the claim (Y/N)?**

If so:

| Party | Reason for Opposition | CPUC Disposition |
|---|---|---|
| | | |
| | | |

**B. Comment Period: Was the 30-day comment period waived (*see* Rule 14.6(2)(6)) (Y/N)?**

If not:

| Party | Comment | CPUC Disposition |
|---|---|---|
| | | |
| | | |

### FINDINGS OF FACT

1. Claimant [has/has not] made a substantial contribution to Decision (D.) _____.
2. The claimed fees and costs [, as adjusted herein,] are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The total of reasonable contribution is $_____.

### CONCLUSION OF LAW

1. The claim, with any adjustment set forth above, [satisfies/fails to satisfy] all requirements of Public Utilities Code §§ 1801-1812.

### ORDER

1. Claimant is awarded $_____.

2. Within 30 days of the effective date of this decision, _____ shall pay claimant the total award. Payment of the award shall include interest at the rate earned on prime, three-month commercial paper as reported in Federal Reserve Statistical Release H.15, beginning _____, 200__, the 75th day after the filing of claimant's request, and continuing until full payment is made.

3. The comment period for today's decision [is/is not] waived.

4. [This/these] proceeding[s] [is/are] closed.

5. This decision is effective today.

Dated _____, at San Francisco, California.