

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

Order Instituting Rulemaking on the
Commission's Own Motion to Address the
Issue of Customer's Electric and Natural Gas
Service Disconnection

Rulemaking 10-02-005
(Filed February 4, 2010)

**Reply Of The Office Of Ratepayer Advocates, The Utility Reform Network, The Greenlining
Institute, The Center For Accessible Technology, Pacific Gas And Electric Company (U39E),
Southern California Edison Company (U338E), San Diego Gas & Electric Company (U902M),
And Southern California Gas Company (U904G) To The Response Of The National Consumer
Law Center To The Joint Motion For The Adoption Of The Settlement**

HARVEY MORRIS
NOEL OBIORA
THE OFFICE OF RATEPAYER ADVOCATES
California Public Utilities Commission
505 Van Ness Ave.
San Francisco, CA 94102
415-703-2130 (Tel); 415-703-2262 (Fax)
noel.obiora@cpuc.ca.gov

HAYLEY GOODSON
THE UTILITY REFORM NETWORK
785 Market Street, Suite 1400
San Francisco, CA 94103
415-929-8876 (Tel); 415-929-1132 (Fax)
hayley@turn.org

ENRIQUE GALLARDO
THE GREENLINING INSTITUTE
1918 University Avenue, 2nd Floor
Berkeley, CA 94704
(510) 926-4009 (Tel); 510-926-4010 (Fax)
enriqueg@greenlining.org

MELISSA KASNITZ
3075 Adeline, Suite 220
Berkeley, California 94703
CENTER FOR ACCESSIBLE TECHNOLOGY
(510) 841-3224 (Tel); (510) 841-7956 (Fax)
mkasnitz@cforat.org

CHONDA NWAMU
PACIFIC GAS AND ELECTRIC COMPANY
77 Beale Street, B30A
San Francisco, CA 94105
(415) 973-6650 (Tel); (415) 973-0516 (Fax)
cjn3@pge.com

MONICA GHATTAS
SOUTHERN CALIFORNIA EDISON
COMPANY
2244 Walnut Grove Ave.
Rosemead, CA 91770
(626)302-3623 (Tel); (626)
Monica.Ghattas@sce.com

KIM F. HASSAN
SAN DIEGO GAS & ELECTRIC COMPANY
SOUTHERN CALIFORNIA GAS COMPANY
555 West Fifth St
Los Angeles, CA 90014
(213) 244-3061 (Tel); (213) 629-9620 (Fax)
khassan@semprautilities.com

DATED: April 25, 2014

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

Order Instituting Rulemaking on the
Commission's Own Motion to Address the
Issue of Customer's Electric and Natural Gas
Service Disconnection

Rulemaking 10-02-005
(Filed February 4, 2010)

**Reply Of The Office Of Ratepayer Advocates, The Utility Reform Network, The Greenlining
Institute, The Center For Accessible Technology, Pacific Gas And Electric Company (U39E),
Southern California Edison Company (U 338E), San Diego Gas & Electric Company (U902M),
And Southern California Gas Company (U904G) To The Response Of The National Consumer
Law Center To The Joint Motion For The Adoption Of The Settlement**

I. INTRODUCTION

On April 1, 2014, the Office of Ratepayer Advocates, The Utility Reform Network, the Greenlining Institute, the Center for Accessible Technology, Pacific Gas and Electric Company, Southern California Edison Company, and Southern California Gas Company (Settling Parties) filed a motion for the adoption of the Residential Disconnection Settlement Agreement (Settlement Agreement). On April 15, 2014, the National Consumer Law Center (NCLC) filed a response to the motion for adoption of the Settlement Agreement. Pursuant to Rule 12.2 of the Commission's Rules of Practice and Procedure, Settling Parties submit this reply to NCLC's response. In the sections that follow, Settling Parties respond to four points raised by NCLC to clarify the content and impact of the Settlement Agreement.

II. REPLY TO NCLC

A. Settling Parties Support the Clarification NCLC Advocates About the Non-Expiring Provisions of D.12-03-054.

NCLC argues that the Commission should "provide explicit clarification that the permanent protections of D.12-03-054 are unaffected" by the Settlement Agreement if the Commission approves the Settlement Agreement.¹ As NCLC correctly notes, the Settling Parties do not intend for the

¹ NCLC Response to Motion for Adoption of Settlement, p. 5.

Settlement Agreement to “revoke the permanent protections of a field visit [for vulnerable customers] and live CARE enrollment as provided in D.12-03-054,” which applies only to Pacific Gas and Electric Company (PG&E) and Southern California Edison Company (SCE).² Even so, NCLC is concerned that “one interpretation of the proposed Settlement is that it transforms these permanent protections into negotiable, temporary ones.”³

To avoid any confusion on this matter, the Settling Parties support NCLC’s recommendation that the Commission clarify that the Settlement Agreement, while incorporating these permanent protections from D.12-03-054, does not modify the impact of that decision for PG&E and SCE. As such, these protections will persist after the expiration of the Settlement Agreement and until further order of the Commission, as provided in D.12-03-054.

B. NCLC’s Proposal Regarding Tariff Language for Non-Expiring Protections Would Create Unnecessary Customer Confusion.

NCLC requests that the Commission “direct PG&E and SCE to file tariff language that explicitly incorporates the in-person field visit protection and the live CARE enrollment protection as non-expiring provisions.”⁴ Settling Parties submit that such language is unnecessary and would create customer confusion.

Pursuant to Section 4.1.3 of the Settlement Agreement, PG&E, SCE, San Diego Gas & Electric Company (SDG&E) and Southern California Gas Company (SoCalGas) are obligated to reflect in their respective tariffs the field visit requirements provided in Sections 4.1.1 and 4.1.2.⁵ These tariff provisions will remain in effect unless and until the respective utility seeks Commission authorization to

2 *Id.*, p. 5 and Attachment (Settling Parties’ Response to Data Request Set A of the National Consumer Law Center).

3 *Id.*, p. 5.

4 *Id.*, p. 5.

5 NCLC’s related request that the Commission direct SoCalGas to include the field visit for vulnerable customers in its tariffs is thus unnecessary. (NCLC, p. 6).

modify the tariff and such authorization is granted. As such, the tariff provisions related to field visits for vulnerable customers would not automatically expire at the conclusion of the Settlement Agreement term for any of the utilities; they would be “non-expiring” until further order of the Commission (just as the similar protections in D.12-03-054 applicable to PG&E and SCE).

Furthermore, adding language to the tariff indicating that these specific provisions do not expire may mislead customers concerning the expiration of all of the other tariff provisions, which have no language about expiration date but which are nonetheless non-expiring unless and until the Commissions mandates otherwise. In fact, only those tariffs with pre-determined expiration dates tend to have any language about expiration, such as rate schedules slated for closure on a particular date. It would be anomalous for the tariffs NCLC addresses to have language about the lack of expiration date.

In addition, CARE enrollment methods are not an appropriate subject for incorporation into Utility Tariff Rules. Tariffs are public schedules detailing utility rates, rules, service territory and terms of service. The methods or channels available for enrolling customers in CARE do not fall within a category of information that is properly incorporated into Tariffs. The utilities existing methods of CARE enrollment are not documented in Tariffs. Likewise, the utilities should not be required to include the “live CSR agent” method of CARE enrollment in Tariffs. NCLC’s proposal regarding tariff language would cause confusion rather than lending clarity, and should be denied.

C. NCLC Overlooks that Section 4.4 of the Settlement Agreement Provides for Individualized Consideration by All Utilities of Customer Needs Regarding Payment Plans.

NCLC argues that “flexibility should be incorporated into the parameters for payment arrangements and extensions” to “help maximize each payment-troubled customer’s ability to pay based on their special and financial circumstances.”⁶ While NCLC notes that SCE’s approach to payment plans under the Settlement Agreement would provide customer service representatives (CSRs) with the

6 NCLC Response to Motion for Adoption of Settlement Agreement, p. 6.

flexibility to consider a customer’s specific circumstances and offer terms other than those prescribed by the pilot, NCLC overlooks the similar provisions for the other utilities.⁷ Section 4.4.3.2 of the Settlement Agreement provides that PG&E will provide all customers the ability to request pay plan flexibility beyond the standard pilot program terms, based on individual circumstances, through an internal escalation process. In addition, Section 4.4.6.2 and 4.4.5.1 note that SDG&E and SoCalGas will also provide CSRs the ability to offer CARE/FERA customers payment arrangement options based on individual circumstances.

D. NCLC Appears to Misconstrue the Meaning of Section 3.2 of the Settlement Agreement, Pertaining to Forums for Addressing Disconnection-Related Issues in the Future.

NCLC suggests that the Commission clarify that “nothing in the Settlement can be read to limit the Commission’s ability to open another across-industry docket that resolves broader policy issues” related to disconnections.⁸ NCLC is troubled by Section 3.2 of the Settlement Agreement, which articulates the Settling Parties’ agreement to address credit and collection policy matters in “proceedings in which the scope encompasses both credit and collection policy and related cost recovery.”⁹ NCLC seems to misconstrue the meaning of Section 3.2. Settling Parties have agreed to raise issues related to those addressed in the Settlement Agreement in proceedings categorized as ratesetting (or to seek such categorization). Settling Parties have not sought to limit such review to single-utility proceedings. In fact, the Commission currently has open several industry-wide rulemaking proceedings that are categorized as ratesetting, such as R.12-06-013 (Residential Rate Design) and R.13-11-005 (Energy Efficiency). The Commission also routinely consolidates related single-utility applications into one docket, such as the Low Income Program applications filed periodically by PG&E, SCE, SDG&E,

7 NCLC Response to Motion for Adoption of Settlement Agreement, pp. 7-8.

8 NCLC Response to Motion for Adoption of Settlement Agreement, pp. 9-10.

9 NCLC Response to Motion to Adopt Settlement Agreement, p. 8 (quoting Section 3.2).

and SoCalGas, most recently A.11-05-017 *et al.* Moreover, the Settling Parties do not seek to bind the Commission or other parties in any way by Section 3.2. This paragraph merely expresses a commitment between the Settling Parties.

III. CONCLUSION

For the foregoing reasons, and those provided in the motion for adoption of the Settlement Agreement, the Settling Parties request that the Commission adopt the Settlement Agreement. We additionally support NCLC's request that the Commission clarify that the non-expiring protections in D.12-03-054 will remain in full force, as provided in that decision, irrespective of the Settlement Agreement.

Respectfully submitted on behalf of the Settling Parties,

CHONDA J. NWAMU

By: /s/ Chonda J. Nwamu

CHONDA J. NWAMU

Pacific Gas and Electric Company
77 Beale Street, B30A
San Francisco, CA 94105
Telephone: (415) 973-6650
Facsimile: (415) 973-0516
E-Mail: CJN3@pge.com

On behalf of Pacific Gas and Electric Company, The Office of Ratepayer Advocates, The Utility Reform Network, The Greenlining Institute, The Center for Accessible Technology, Southern California Edison Company, San Diego Gas and Electric Company, and Southern California Gas Company

Attorney for
PACIFIC GAS AND ELECTRIC COMPANY

Dated: April 25, 2014