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Witness: Sally Chen
Date: May 30, 2014

SAN DIEGO GAS & ELECTRIC COMPANY
PREPARED DIRECT TESTIMONY OF
SALLY CHEN

****REDACTED AND PUBLIC****

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

May 30, 2014



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1 **PREPARED DIRECT TESTIMONY OF**

2 **SALLY CHEN**

3 **ON BEHALF OF SDG&E**

4 **I. INTRODUCTION**

5 The purpose of my testimony is to describe the expenses that are recorded in San Diego Gas
6 & Electric Company's ("SDG&E's") Energy Resource Recovery Account ("ERRA") and Transition
7 Cost Balancing Account ("TCBA") for the record period of January 1, 2013 through
8 December 31, 2013. In addition, my testimony will explain SDG&E's contract administration
9 activities during the record period associated with SDG&E's Power Purchase Agreements ("PPAs").

10 **II. DESCRIPTION OF EXPENSES**

11 The expenses recorded in ERRA and TCBA for the record period are summarized in
12 Attachment A and Attachment B of the Direct Testimony of SDG&E witness Sheri Miller. These
13 expenses are recorded in compliance with California Public Utilities Commission ("CPUC" or
14 "Commission") Decision ("D.") 02-12-074.

15 **A. Load ISO Charges**

16 This category included the California Independent System Operator ("CAISO") payments
17 and charges to SDG&E as the Scheduling Coordinator ("SC") for load, Congestion Revenue Rights
18 ("CRR"), SDG&E's load Grid Management Charges ("GMC"), Day-Ahead and Real-Time Market
19 load activities, and load imbalance energy.

20 **B. Supply ISO Revenues**

21 This category captured the CAISO payments and charges to SDG&E as the SC for its supply
22 resources, including inter-SC trades, Day-Ahead and Real-Time Market activities, and their
23 imbalance energy charges and revenues.

1 **C. Contract Costs (non-Competition Transition Charge (“CTC”))**

2 This category captured the expenses for renewable PPAs, SDG&E tolling agreements with
3 Otay Mesa Energy Center, LLC (“OMEC”); El Cajon Energy, LLC (“ECEC”); and Orange Grove
4 Energy, LP (“OGE”), and Olivenhain-Hodges Pump Storage Facility (“Hodges”); and other bilateral
5 contracts. The costs include capacity, energy, fuel, transportation costs, and indirect cost of Green
6 House Gas cost associated with the PPAs. Also included in this category are revenues and expenses
7 for real-time bilateral purchases and sales, contract-related CAISO revenue or payment adjustments
8 (as revised from time-to-time), any revenues for contract damages or awards, broker fees, and other
9 miscellaneous service fees.

10 **D. Contract Costs (CTC up to market)**

11 In accordance with D.02-12-074, this category captured expenses recorded in ERRA up to
12 the market benchmark value of the Portland General Electric Boardman (“PGE Boardman”) and the
13 Qualifying Facility (“QF”) PPAs. In D.11-12-018, the responsibility of calculating the benchmark
14 changed from the Energy Division to SDG&E. SDG&E calculated a benchmark of 4.947 ¢/kWh in
15 2013. The market value expenses for PGE Boardman and the QFs were calculated by multiplying
16 the purchased kWh by the effective market benchmark. This category also includes indirect Green
17 House Gas (“GHG”) costs associated with the PPAs.¹ Any expenses above the benchmark were
18 recorded in the TCBA pursuant to Assembly Bill (“AB”) 1890. The 2013 activity in SDG&E’s
19 TCBA is described in more detail in Attachment B of the testimony of SDG&E witness Sheri Miller.

20 **E. Generation Fuel**

21 In accordance with Commission Resolutions E-3953 and E-3988, D.09-01-008, and
22 D.07-11-046, the monthly recorded fuel and transportation expenses for the following facilities were
23 recorded in ERRA: Miramar Energy Facility I (“MEF I”), Miramar Energy Facility II (“MEF II”)

¹ Please refer to Sheri Millers’ testimony at SSM-3 for further discussion of indirect GHG costs.

1 (collectively, MEF I and II are known as “Miramar”), Palomar Energy Center (“Palomar”),
2 Cuyamaca Peak Energy Center (“Cuyamaca”), Desert Star Energy Center (“Desert Star”) and the
3 J&D Labs Fuel Cell (“Vista”).

4 This category also captures the monthly expenses recorded for the nuclear fuel expenses for
5 Units 2 and 3 for San Onofre Nuclear Generating Station (“SONGS”). These expenses consisted of
6 Southern California Edison (“SCE”) allocated station load costs and carrying costs on the
7 outstanding fuel balance.

8 **F. Other ISO Related Costs**

9 Included in this category are: revenues and charges associated with transmission losses,
10 ancillary services, and real-time energy in SDG&E’s role as a SC for the California Department of
11 Water Resources (“CDWR”) allocated contracts with Whitewater Hill Wind and Whitewater
12 Cabazon Wind, according to a March 13, 2009 Assigned Commissioner’s Ruling,² adopting changes
13 to the Investor-Owned Utilities’ (“IOUs”) operation and administration of allocated CDWR
14 contracts. This also included SDG&E’s share of imbalance charges, grid management charges, and
15 Participating Intermittent Resource Program (“PIRP”) charges.³

16 **G. Hedging Costs & Financial Transactions**

17 This expense category captured the monthly expenses for hedging generation fuel and QF
18 energy expenses.
19

² In preparation for MRTU, on February 13, 2009, in Rulemaking (“R.”) 06-07-010, the IOUs filed a joint motion describing operation and administrative changes under MRTU agreed to with CDWR. On March 13, 2009 an Assigned Commissioner’s Ruling was issued agreeing to these changes. This included inclusion of expenses in ERRAs that previously had been included in CDWR’s annual revenue requirement.

³ The charges relate to costs allocated to SDG&E on a pass through basis from SCE related to SONGS during 2013.

1 **H. Rebalancing Costs related to OMEC/Calpine**

2 SDG&E recorded the monthly rebalancing costs associated with the Revised OMEC power
3 purchase agreement in compliance with D.06-09-021.⁴

4 **III. CONTRACT ADMINISTRATION**

5 The Settlements and Administration (“SA”) section within SDG&E’s Electric and Fuel
6 Procurement department is responsible for administering all of the active PPAs. During the record
7 period, SDG&E’s electricity portfolio consisted of Utility Electric Generation (“UEG”), bilateral
8 contracts with conventional and renewable power plants, and two wind projects under contract with
9 CDWR. The UEG portion of the portfolio is comprised of SDG&E’s 100% ownership of the
10 Miramar Energy Facilities (96 MW), 100% ownership of the Cuyamaca Energy Center (47 MW),
11 100% ownership of the Palomar Energy Center (560 MW), and 100% ownership of the Desert Star
12 Energy Center (485 MW). SDG&E’s bilateral agreements included 12 QFs (234 MW), PGE
13 Boardman (85 MW), OMEC (602 MW), ECEC (47 MW) and OGE (97 MW), Lake Hodges Pump
14 Storage Facility (40 MW) and 44 renewable projects of wind, biogas, biomass, geothermal and solar
15 (2,235 MW). During the record period, the SA section also provided limited administrative support
16 to CDWR for two allocated contracts.

17 **A. Contract Administration Routine Tasks**

18 Below are the tasks SA performs on a routine basis to ensure compliance with contract terms
19 and regulatory requirements.

20 **1. Kick-Off Meetings**

21 Before a new project reaches its Commercial Operating Date (“COD”), SA conducts a
22 kick-off meeting with the new counterparty to introduce staff, review the scheduling communication

⁴ See also, D.11-07-041, Ordering Paragraph (“OP”) 2.

1 protocols, and discussing the invoicing and settlement procedures. The purpose of the meeting is to
2 ensure a smooth transition from construction phase to operation.

3 **2. Invoice Verification**

4 For all non-QF contracts, the Sellers issue monthly invoices to SDG&E. Based on contract
5 terms, and the daily communication records, the SA staff verifies the details of the invoices,
6 including, but not limited to: prices and quantity of energy delivered or scheduled, verification of
7 excused outages, prices of capacity, time of delivery factors, index prices, number of startups, and
8 validity of any adjustments in the invoice. The SA staff follows the complete payment process to
9 verify it is done in a timely manner according to the contract.

10 If there are any disputes over the historical settlements, the SA staff is responsible for
11 coordinating, investigating, and making corrections if necessary in a timely manner in accordance
12 with terms and conditions of the contract and applicable utility and CAISO tariffs.

13 **3. Western Renewable Energy Generation Information (“WREGIS”)** 14 **Administration**

15 Starting in 2007, as part of the Renewable Portfolio Standard (“RPS”) compliance effort, the
16 California Energy Commission (“CEC”), Western Governors’ Association and Western Electricity
17 Coordinating Council (“WECC”) jointly launched implementation of WREGIS, which tracks
18 renewable energy generation from units that register in the system using verifiable data and creates
19 renewable energy certificates (“RECs”) for this generation. In 2008, SDG&E became an account
20 holder and qualified reporting entity within WREGIS, and worked with the renewable counterparties
21 to register each facility into the system. SDG&E began reporting renewable generation from these
22 facilities through WREGIS starting on May 1, 2008. During the record period, SA staff diligently
23 monitored and administrated the accounts.
24

1 **4. Active Monitoring**

2 Most of the PPAs require Contract Administrators to monitor and track generation to ensure
3 Sellers' compliance with the contract terms through the life of the contracts. It includes, but is not
4 limited to: generation, insurance, credit requirements and status, and compliance with regulatory and
5 reporting requirements. The Contract Administrators work closely with the Sellers when any
6 contractual issues arise to immediately address any needs they may have from SDG&E regarding the
7 PPAs.

8 Particularly for the renewable contracts, D.10-06-004 mandated SDG&E to actively monitor
9 the Sellers' compliance with Standard Terms and Conditions 6 ("STC 6"), as defined in the
10 California Public Utilities Code ("P.U. Code").⁵ SDG&E implements the following method of
11 active monitoring:

- 12 (i) request Sellers' copies of CEC certification;
- 13 (ii) request Sellers to register the contracted facility with WREGIS;
- 14 (iii) verify the Seller-provided CEC RPS ID through the WREGIS
15 certificates and upload periodically; and
- 16 (iv) request Sellers to certify the product SDG&E received during the record
17 period was indeed in compliance with STC 6.

18 As a result of its active monitoring, SDG&E found all RPS Sellers' projects compliant to
19 STC 6 based on above activities (i), (ii) and (iii). All Sellers responded to SDG&E's questionnaire
20 at year end according to (iv) above, confirming their compliance to STC 6.

⁵ STC 6 requires the Sellers warrant throughout the term of the PPA that (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in the P.U. Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California RPS. To the extent a change in Law occurs after execution of this agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law.

1 **5. Contract System Administration**

2 During the record period, SDG&E used Allegro, its primary electronic contract management
3 trading and tracking system, in the front, mid and back office of SDG&E’s Electric & Fuel
4 Procurement Department. Allegro offers repository features for SA contract administration, with
5 flexibility to research the contract information. It also creates an audit trail when changes are made
6 to contracts in the system.

7 **B. Renewable Resources**

8 SDG&E’s renewable portfolio is comprised of resources from PPAs stemming from
9 competitive solicitations, bilateral agreements, and standard agreements.

10 A description of renewable resource projects that delivered to SDG&E during the record
11 period, arranged by technology type, is provided below along with discussions of activities unique to
12 each project agreement. Unless stated otherwise, the PPAs include (i) the purchase of as-available
13 capacity and energy, (ii) all green attributes (renewable energy credits “RECs”) and (iii) resource
14 adequacy (“RA”) benefits.

15 **1. BIO-MASS**

16 SDG&E has two (2) projects supplying **60 MW** of generation from biomass projects in
17 addition to a REC agreement. The agreements are with:

- 18 • Covanta Delano: This ten-year PPA was executed on January 1, 2008 and originally
19 terminates on December 31, 2017. The plant size is 49 MW and is located in Delano,
20 California. The guaranteed annual delivery is 300,468 MWh. The contract was amended
21 in the record period; the main changes were:

22 [REDACTED]

23 [REDACTED]

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[REDACTED]

- Blue Lake Power: This fifteen-year PPA was executed on June 9, 2008 and started operating on April 30, 2010. The contract price is \$100.00/MWh. The plant size is 11 MW and is located in the City of Blue Lake, California.

2. BIO-GAS & DIGESTER GAS

SDG&E has agreements with twelve (12) projects supplying approximately 30.2 MW of generation from bio-gas projects during the record period. Eight (8) of the ten projects are located in San Diego County. The agreements are with:

- GRS – Sycamore: The ten-year PPA was executed on October 31, 2002. The project began deliveries in April 2004. The contract price is \$53.70/MWh. The Guaranteed Annual Energy Production is 16,425 MWh. The project size is 2.5 MW and is located in Santee, California.
- Minnesota Methane San Diego LLC (“MM San Diego”) (formally MM Miramar Landfill):
 - The MM San Diego – Miramar Renewable PPA executed on May 20, 2003 expired on May 19, 2013. The price from January 1 through May 19 was \$55.32/MWh. The project continued delivery starting May 20, 2013 under a Renewable Access Mechanism (“RAM”) contract executed on November 9, 2012. The project guarantees to deliver to SDG&E

1 [REDACTED] each year. The project size is 4.5 MW and is located in
2 San Diego, California.

- 3 ○ The MM North City Landfill contract executed on May 20, 2003 expired on
4 May 19, 2013. The initial price under the Renewable bilateral PPA contract
5 was \$48.39/MWh and escalated based on the change in the Consumer Price
6 Index (“CPI”). The annual escalation is capped at 1.5% per year. During the
7 record period, the price was \$55.32/MWh.

- 8 • Minnesota Methane Prima Deshecha Energy LLC (“Prima”): Starting October 1, 2007,
9 this facility is under a PPA with a term of fifteen years, throughout which the capacity
10 increases from 6.1 MW to 15.25 MW, and the price increases from \$48.50/MWh to
11 \$68.53/MWh. The guaranteed annual delivery to SDG&E was 34,554 MWh. In the
12 record period, the price from January 1 through October 31 was \$54.87/MWh; and the
13 price from November 1 to December 31 was \$56.25/MWh. The project size was 6.1 MW
14 during the record period, and is located in Orange County, California.
- 15 • City of San Diego (“Point Loma”): Point Loma has been under a PPA with SDG&E
16 starting January 1, 2008. The PPA has a termination date of December 31, 2012, with the
17 Seller’s option to extend the delivery period beyond December 31, 2012 for consecutive
18 one year periods up to five times. In the record period, Seller exercised the option to
19 extend the agreement by one year to make the new termination date as of
20 December 31, 2014. The guaranteed delivery is 10,000 MWh each year at a contract
21 price of \$75.60/MWh for the duration of the agreement. The plant size is 4.8 MW and is
22 located in San Diego, California.

1 • Otay 1, 2, 3, V and VI Landfills

- 2 ○ Otay 1 Landfill: As authorized by D.08-09-033, Otay Landfill I executed a
3 Feed-in-Tariff (“FIT”) Agreement with SDG&E effective May 1, 2009. The
4 ten-year PPA has a fixed price of \$100.43/MWh and annual expected delivery of
5 13,140 MWh. The plant size is 1.5 MW and is located in Chula Vista, California.
- 6 ○ Otay 2 Landfill: As authorized by D.08-09-033, Otay Landfill II executed a FIT
7 Agreement with SDG&E, effective July 1, 2011. The twenty-year PPA has a
8 fixed price of \$100.98/MWh and annual expected delivery of 13,140 MWh. The
9 plant size is 1.5 MW and is located in Chula Vista, California.
- 10 ○ Otay Landfill 3: This PPA was executed on August 31, 2005. The term of the
11 agreement is ten years from March 8, 2007. Otay 3 is expected to deliver to
12 SDG&E 24,000 MWh each year at a price of \$57.00/MWh. The project size is
13 3.8 MW and is located in Chula Vista, California.
- 14 ○ Otay Landfill V: Otay V executed a FIT Agreement with SDG&E effective
15 December 1, 2011. The term of the agreement is twenty years from
16 June 21, 2013. Otay V is expected deliver to SDG&E 12,483 MWh each year at a
17 price of \$108.98/MWh. The project size is 1.5 MW and is located in Chula Vista,
18 California.
- 19 ○ Otay VI: Otay VI executed a FIT Agreement with SDG&E effective
20 December 1, 2011. The term of the agreement is twenty years from
21 June 21, 2013. Otay V is expected to deliver to SDG&E 12,483 MWh each year
22 at a price of \$108.98/MWh. The project size is 1.5 MW and is located in
23 Chula Vista, California
- 24

- 1 • San Marcos and Sycamore Energy 1 Landfills:
 - 2 ○ San Marcos Energy, LLC: San Marcos Energy executed a FIT Agreement with
 - 3 SDG&E on November 20, 2009 and began operating on May 18, 2011. The PPA
 - 4 has a 20-year term at price of \$117.30/MWh and annual expected delivery of
 - 5 11,784 MWh. The plant size is 1.5 MW and is located in San Marcos, California.
 - 6 ○ Sycamore Energy 1, LLC: Sycamore Energy 1 executed a FIT Agreement with
 - 7 SDG&E on November 20, 2009, and it began operating on May 16, 2011. The
 - 8 20-year PPA has a price of \$117.30/MWh and annual expected delivery of
 - 9 11,784 MWh. The plant size is 1.5 MW and is located in Santee, California.

10 3. WIND

11 SDG&E had fifteen (15) wind agreements that it administered during the record period. The
12 projects provided regular or test energy during the record period and provided a total combined
13 nameplate capacity up to 1,196.7 MW. Descriptions of the projects, the associated agreements, and
14 administration activities are provided below:

- 15 • Cabazon Wind Partners, LLC: This Green Attribute Purchase and Sale Agreement was
16 executed on July 3, 2012. SDG&E purchased the Green Attributes associated with
17 energy delivered for a delivery term of 2 years effective January 1, 2012. The contract
18 price for the Green Attributes is [REDACTED]. The project size is 40.9 MW and is
19 located in the San Gorgonio Pass west of Palm Springs, California. This PPA expired on
20 December 31, 2013.
- 21 • Whitewater Hill Partners, LLC: This Green Attribute Purchase and Sale Agreement was
22 executed on July 3, 2012. SDG&E purchased the Green Attributes associated with
23 energy delivered for a delivery term of 2 years effective January 1, 2012. The contract

1 price is [REDACTED]. The project size is 61.5 MW and is located in the San Gorgonio
2 Pass area of California. This PPA expired on December 31, 2013.

- 3 • Coram Energy, LLC: This is a fifteen-year PPA executed on July 12, 2010. The PPA
4 has a tiered pricing structure starting at \$95.00/MWh and escalates to \$109.20/MWh.
5 The project began deliveries on February 19, 2011. The project size is 7.5 MW and is
6 located in the Tehachapi area of California.
- 7 • NEXtera (also known as WTE Acquisitions, LLC) (“WTE”), and FPL Energy
8 (“FPLE”): This agreement is a fifteen year PPA. The original agreement was executed
9 on October 31, 2002. The contract price is \$52.60/MWh. Deliveries under the
10 agreement commenced on June 29, 2004. The contract price is \$52.60/MWh. The
11 project size is 16.5 MW and is located in the Gorgonio Pass area of Riverside County,
12 California.
- 13 • Iberdrola Renewables, LLC (also known as Iberdrola Renewables, Inc., PPM Energy,
14 Inc., and PacifiCorp Power Marketing): Effective April 2, 2012, Iberdrola Renewables,
15 Inc. converted into a limited liability company. There are three projects under agreement
16 with SDG&E.
 - 17 ○ Mountain Wind: This agreement is a fifteen-year PPA executed on
18 October 31, 2002. The project began deliveries in December 2003. The contract
19 price is \$49.15/MWh. SDG&E and Iberdrola Renewables, LLC have been
20 transacting Inter SC Trades (“ISTs”) under their MRTU Agreement since
21 April 2009. This project size is 22.8 MW and is located in the Palm Springs area
22 of California.

1 ○ Phoenix Wind: This fifteen-year PPA was executed on November 7, 2003. The
2 project began deliveries on December 2003. The contract price is \$49.15/MWh.
3 SDG&E and Iberdrola Renewables have been transacting ISTs under their MRTU
4 Agreement since April 2009. This project size is 2.1 MW and is located in the
5 Palm Springs area of California.

6 ○ Manzana Wind: This is a twenty-year PPA executed on February 14, 2012. The
7 project began deliveries on December 31, 2012. The contract price is
8 [REDACTED] The
9 SDG&E contracted capacity is 100 MW, and this project is located in Rosamond,
10 California. The estimated annual output is 259,296 MWh.

11 • Oasis Power Partners, LLC. (“Oasis”): This agreement is a fifteen-year PPA executed on
12 October 30, 2002. The project began deliveries in December 2004. The contract price is
13 \$49.20/MWh. SDG&E and Oasis have been transacting ISTs under their MRTU
14 Agreement since April 2009. The project size is 60 MW and is located in the Tehachapi
15 area of California.

16 • Mesa Wind Power Corporation: This agreement is a two-year PPA executed on
17 March 30, 2012. The project began deliveries on April 19, 2012. The contract price is
18 [REDACTED]. The estimated annual output is 55,270 MWh. The project size is
19 29.9 MW and is located at the Coachella Valley in Whitewater Riverside County,
20 California. This PPA was terminated per contract terms on December 31, 2013.

21 • Pacific Wind Lessee, LLC: This amended and restated agreement is a twenty-year PPA
22 executed on April 20, 2010 and began deliveries on August 16, 2012. The contract price

1 is [REDACTED]. The estimated annual output is 392,448 MWh. The project size is
2 140 MW and is located at Rosamond, California.

- 3 • Kumeyaay Wind LLC (“Kumeyaay”): This agreement is a twenty-year PPA with an
4 estimated annual output of 167,900 MWh. The PPA has a tiered pricing structure starting
5 at \$49.00/MWh and escalating to \$51.75/MWh. SDG&E began taking deliveries of the
6 energy on March 21, 2006. SDG&E and Kumeyaay have been transacting ISTs under
7 their MRTU Agreement since April 2009. The project size is 50 MW and is located on
8 the Campo Indian Reservation in eastern San Diego County, California.

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

- 13 • Naturener Glacier I: This bilateral agreement was executed on May 16, 2008. This is a
14 fifteen-year PPA and started on December 29, 2008. The annual estimated output is
15 325,000 MWh. The transaction is a combination of two products. First, SDG&E buys
16 the output, including green attributes. Second, Glacier I buys back the output, excluding
17 green attributes, at the same delivery point. The contract prices for the products are
18 \$89.00/MWh and \$68.00/MWh, respectively. The project size 106.5 MW and is located
19 in Ethridge, Montana.

- 20 • Naturener Glacier II: This bilateral agreement was executed on May 23, 2008. This is a
21 fifteen-year PPA started on October 16, 2009. The annual estimated output is
22 310,000 MWh. The transaction is a combination of two products. First, SDG&E buys
23 the output, including green attributes. Second, Glacier 2 buys back the output, excluding

1 green attributes, at the same delivery point. On May 5, 2009, this PPA was amended, and
2 the prices for the products are \$98.00/MWh and \$68.00/MWh, respectively. The project
3 size is 103.5 MW is located in Ethridge, Montana.

- 4 • Naturener Rim Rock: This bilateral agreement was executed on May 5, 2009. This is a
5 twenty-year PPA with an annual estimated output is 678,812 MWh. The transaction is a
6 combination of two products, with the end result being that SDG&E acquires the green
7 attributes from the project. First, SDG&E buys the output, including green attributes.
8 Second, Rim Rock buys back the output excluding green attributes, at the same delivery
9 point. On January 6, 2012, this PPA was amended, and the prices for the products are
10 [REDACTED] and [REDACTED], respectively. The plant declared COD on
11 October 15, 2013. The project size is 189 MW and is located in Toole and Glacier
12 County, Montana.

13 The parties are currently in litigation regarding this PPA and the Contribution Agreement
14 governing SDG&E's potential \$285 million tax equity investment in this wind farm
15 project regarding SDG&E's termination rights.

- 16 • Ocotillo Express: This bilateral agreement is a twenty-year PPA executed on
17 February 1, 2011. The contract price is [REDACTED]. The project began deliveries on
18 December 4, 2012. The annual estimated output is 790,140 MWh. The project size is
19 265 MW and is located in Imperial Valley, California.

20 4. HYDRO

21 SDG&E had one 5.0 MW non-QF hydro-conduit PPA and one RAM contract that delivered
22 energy during the record period:

- 1 • San Diego County Water Authority (“SDCWA”) – Rancho Penasquitos: This PPA was
2 executed on November 20, 2003 for a term of ten years starting on January 23, 2007.
3 The contract price is \$53.70/MWh. The plant size is 4.5 MW and is located in
4 San Diego, California.
- 5 • Olivenhain Municipal Water District: The original SO1 contract ended
6 September 30, 2013, at the Seller’s request. Olivenhain executed a FIT Agreement on
7 July 23, 2013 and began delivery on October 1, 2013. The annual estimated output to
8 SDG&E is 1,150 MWh. The project size is 0.45 MW, and is located in Encinitas,
9 California. The contract price is \$93.75/MWh.

10 5. GEOTHERMAL

11 SDG&E had one agreement of 25 MW that delivered energy during the record period, which
12 is described as follows:

- 13 • Calpine Geysers: This agreement is a five-year geothermal PPA executed on
14 February 26, 2010. The annual estimated output is 212,430 MWh. The project began
15 operating on March 2, 2010. The PPA provided firm capacity and energy at a contract
16 price of \$114.00/MWh. The project consists of 25 MW from fifteen separate geothermal
17 power plants in Calpine’s portfolio located in Sonoma and Lake Counties, California.

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 6. HYBRID COMBINATION

22 SDG&E had one agreement of 29 MW that delivered energy from wind, solar, and
23 geothermal resources during the record period, which is described as follows:

- 1 • Southern California Edison Company – WSPP: This is a 2.25-year bilateral PPA. It was
2 executed on September 26, 2011. [REDACTED]
3 [REDACTED]. SDG&E takes delivery of bundled firm renewable
4 energy that began delivery on October 1, 2011. The PPA firm capacity is 29 MW for
5 years 2012-2013 from existing California facilities.

6 **7. SOLAR**

7 SDG&E had twelve (12) solar agreements for a total of 889.4 MW that delivered energy
8 during the record period. The agreement is as follows:

- 9 • Arlington Valley Solar: This bilateral agreement is a twenty-five year PPA executed on
10 June 3, 2011. The project began test deliveries on April 9, 2013 and reached commercial
11 operation on November 5, 2013. The contract price is \$ [REDACTED] /MWh in year 2013. The
12 annual estimated output is 270,000 MWh. The project size is 127 MW and is located in
13 Arlington, Arizona.
- 14 • Campo Verde Solar: This is a twenty year renewable PPA executed on January 31, 2011.
15 The project began test deliveries on August 1, 2013 and achieved commercial operation
16 on October 25, 2013. The contract price [REDACTED]
17 [REDACTED] in year 2033. The annual estimated output is 276,000 MWh.
18 The project size is 139 MW and is located in Imperial Valley, California.
- 19 • Cascade SunEdison Solar: This bilateral agreement is a twenty-year PPA executed on
20 October 19, 2012. The project began test deliveries on December 14, 2013 and reach
21 commercial operation on December 24, 2013. The contract price is \$ [REDACTED] in
22 year 2013 and escalates to \$ [REDACTED] in year 2033. However, before achieving Full
23 Capacity Deliverability Status, the price was \$ [REDACTED], which was paid for the all

1 energy during the record period. The estimated annual estimated production is
2 55,219 MWh. The project size is 18.5 MW and is located in Sun Fair, California.

- 3 • Catalina Solar: This is a twenty-five year renewable PPA executed on June 3, 2011. The
4 project began test energy deliveries on December 14, 2012 and achieved commercial
5 operation on November 27, 2013. The contract price is [REDACTED]
6 [REDACTED]. The annual estimated output is 223,770 MWh.
7 The project size is 109.4 MW and is located in Mojave Dessert in Kern County,
8 California.

- 9 • CSOLAR IV South: This bilateral agreement is a twenty-five year PPA executed on
10 November 10, 2010. The project began test deliveries on April 14, 2013 and reached
11 commercial operation on November 1, 2013. The contract price is [REDACTED]. The
12 annual estimated output is 273,312 MWh. The project size is 130 MW and is located in
13 Calexico, Imperial County, California.

- 14 • NRG Solar Borrego I: This bilateral agreement is a twenty-five year PPA executed on
15 January 25, 2011. The project began test deliveries on January 1, 2013, and reached
16 commercial operation on February 12, 2013. The contract price is \$[REDACTED]. The
17 annual estimated output is 59,400 MWh. The project size is 26 MW and is located in
18 Borrego Springs, California.

- 19 • Sol Orchard LLC: SDG&E executed four twenty-five year renewable PPA's with
20 Sol Orchard, LLC on April 11, 2011. All of these projects achieved commercial
21 operation on December 31, 2013. The contract price is [REDACTED]
22 [REDACTED].

- Sol Orchard San Diego 20 LLC (Ramona 1): The project began test energy deliveries on December 18, 2013, and reached commercial operation on December 31, 2013. The annual estimated output is 4,110 MWh. The project size is 2.0 MW and is located in Ramona, California.
- Sol Orchard San Diego 21 LLC (Ramona 2): The project began test energy deliveries on December 18, 2013, and reached commercial operation on December 31, 2013. The annual estimated output is 8,220 MWh. The project size is 5.0 MW and is located in Ramona, California.
- Sol Orchard San Diego 22 LLC (Valley Center 1): The project began test energy deliveries on December 11, 2013, and reached commercial operation on December 31, 2013. The annual estimated output is 4,054 MWh. The project size is 2.5 MW and is located in Valley Center, California.
- Sol Orchard San Diego 23 LLC (Valley Center 2): The project began test energy deliveries on December 11, 2013, and reached commercial operation on December 31, 2013. The annual estimated output is 8,108 MWh. The project size is 5.0 MW and is located in Valley Center, California.
- Imperial Valley Solar 1 (Silver Ridge Mt Signal): This is a twenty-five year renewable PPA executed on February 3, 2012. The project began test energy deliveries on August 7, 2013. The contract price is [REDACTED]. The annual estimated output is 495,274 MWh. The project size is 200 MW and is located in Calexico, Imperial County, California.
- Centinela Solar Energy 1: This is a twenty year renewable PPA executed on May 10, 2010. The project began test energy deliveries on July 26, 2013. The contract

1 price is [REDACTED]. The annual estimated output is 270,393 MWh. The project size
2 is 127.5 MW and is located in Calexico, Imperial County, California.

3 **C. QF Resources**

4 SDG&E had twelve (12) QF agreements for a total of 234.4 MW that delivered energy
5 during the record period. These QF projects consisted of the following: two Non-standard
6 Agreements; four Standard Offer 4 (“SO4”) Agreements; two Standard Offer 2 (“SO2”)
7 Agreements; and four Uniform Standard Offer 1 (“USO1”)/Standard Offer 1 (“SO1”) Agreements.

8 All QF projects that have agreements with SDG&E are located within SDG&E’s electric
9 service territory with the exception of the Yuma Cogeneration Association (“YCA”) unit, which is
10 located in Yuma, Arizona.

11 **1. PAYMENTS TO QFS**

12 During the record period, the SA section was responsible for invoicing and paying the energy
13 and capacity payments to the QFs.

14 On a monthly basis, SA calculated the payments due to the firm capacity QFs by using: (1)
15 the PPA payment provisions; (2) energy production data for QFs aggregated by Time-of-Use (this
16 data is provided by SDG&E’s Metering Services Department); (3) Short Run Avoided Costs
17 (“SRAC”) published monthly by the SA staff; and (4) scheduled maintenance outage reports for firm
18 capacity QFs.

19 After the QFs’ monthly account total was calculated, SA prepared the QFs’ Power Purchase
20 Statements. Additionally, throughout the term of the agreements, the SA staff ensures that QFs are
21 properly paid by reviewing each Power Purchase Statement for compliance with the payment
22 provisions of their respective agreements before sending the statements to the QFs. Along with

1 preparing the monthly billing statement for the firm capacity QFs, SA initiated the preparation and
2 payments to the QFs.

3 During the Record Period, it was brought to SDG&E SA's attention that the City of
4 Escondido Bear Valley, a 1.5 MW small Hydro Plant, had metering issues for the past three years
5 due to incorrect wiring. SDG&E worked with the project to correct the metering.⁶

6 2. EFFICIENCY MONITORING

7 In 1991, D.91-05-007 authorized the utilities to monitor the compliance of
8 co-generators with operating and efficiency standards of the Federal Energy Regulatory Commission
9 ("FERC"). The program implementing this decision is known as QF Efficiency Monitoring. As a
10 result, SDG&E QFs were required to submit operating data to SDG&E to demonstrate compliance
11 with FERC standards. Based upon the reported energy use and production for a calendar year,
12 SDG&E determines conformity with the FERC performance requirements on an annual basis.

13 SDG&E solicited and reviewed the operating and efficiency data for calendar year 2013 in
14 early 2014. According to the data provided by the generators, all QFs were in compliance with the
15 FERC's QF efficiency standards during the record period.

16 3. INSURANCE MONITORING

17 The CPUC-approved standard offer agreements required QFs to obtain and maintain
18 comprehensive general liability insurance during the term of their agreements. SDG&E requires
19 each QF to provide SDG&E with evidence of insurance coverage that will reimburse SDG&E for all
20 costs incurred, and any judgments against or damages suffered by SDG&E, as a result of a QF's
21 actions. In D.82-01-103, the CPUC reaffirmed SDG&E's policy on insurance. In that decision, the
22 Commission ruled that it is appropriate for QFs to provide insurance coverage at a commercially
23 reasonable amount; consistent with utility's actual risk of loss; and to name the utility as an

⁶ In 2014, SDG&E plans to remit the amount that would have been paid had there been no metering issue.

1 additional insured party under the QF's insurance policy, provided the QF was larger than 100 kW.
2 Besides QFs, there are a few other bilateral PPAs that also have provisions requiring Sellers to
3 maintain proper insurance.

4 An insurance administration procedure has been established by the SA staff, which is
5 designed to ensure that SDG&E's counterparties provide their initial insurance certificates before
6 their projects are first operated in parallel with SDG&E, the insurance policies and insurance carriers
7 meet SDG&E's approval, and SDG&E's counterparties maintain their insurance throughout the term
8 of the relevant agreement.

9 Before interconnecting with a generator, SDG&E conducts an insurance check. The SA staff
10 verifies that the counterparty's insurance is in place and that it meets the requirements of the relevant
11 agreement. Counterparties that provide the required insurance are authorized to interconnect, while
12 those who fail to secure the required insurance are denied interconnection until acceptable evidence
13 of insurance is furnished to SDG&E. This review is completed as part of SDG&E's standard
14 pre-operational review for PPAs.

15 The SA staff tracks the insurance certificates for compliance and ensures current insurance is
16 maintained by TrackCertsNow, an Ebix BPO system. Ebix generates letters to SDG&E's
17 counterparties, on SDG&E's behalf, alerting them of upcoming insurance expiration. SDG&E's SA
18 section is responsible for contacting the counterparties when action is required to ensure contract
19 compliance.

20 D.00-12-037, issued on December 21, 2000, adopted a new set of interconnection standards,
21 including insurance amounts different from those of the original QF standard offers. During the
22 record period, the SA staff enforced the insurance requirements in the same manner as they did for

1 the original standard offers, and there was no non-compliance in terms of insurance tracking by the
2 end of record period.

3 4. QF PERFORMANCE

4 During the record period, the firm capacity operational QFs totaled about 201 MW. Firm
5 capacity QFs are required to meet minimum performance provisions during the summer on-peak
6 period, unless the QF is unable to perform due to an uncontrollable force outage. In those instances,
7 SDG&E would continue to make firm capacity payments pursuant to the relevant QF contract
8 provisions.

9 Except for YCA (explained further on page 19), the SO2 and SO4 agreements require QFs to
10 maintain a minimum 80% capacity factor during the summer on-peak period. QFs that fail to meet
11 this minimum provision may be placed on probation for a period not to exceed fifteen months.
12 Those who can operate above an 85% capacity factor during the same period can earn a capacity
13 bonus.

14 The following describes the largest QF PPAs currently under contract with SDG&E:

- 15 • Applied Energy LLC (“AEI”): SDG&E has five PPAs with AEI: (1) Naval Station SO4,
16 (2) North Island SO1, (3) North Island SO4, (4) Naval Training Center/Marine Corps
17 Recruit Depot SO1 and (5) Naval Training Center/Marine Corps Recruit Depot SO4. On
18 May 1, 2012, SDG&E and AEI executed three Amendments to the SO4 Agreements for
19 the Naval Station, North Island and Naval Training Center/Marine Corps Recruit Depot.
20 These Amendments were executed in compliance with the QF Settlement and
21 D.07-09-040. AEI selected Option A for its energy price which is the published SRAC
22 energy and as-available capacity prices.

1 ○ Naval Station: This QF is located at the Naval Station, San Diego, California.
2 The agreement terminates November 30, 2019. The SO4 is for 46.5 MW of firm
3 capacity and energy. SRAC was the energy price during the record period. ■

4 ■

5 ■

6 ○ North Island: This QF is located at the Navy Base, Coronado, California. The
7 SO4 terminates November 30, 2019. It provides 33.5 MW of firm capacity and
8 energy to SDG&E. The energy price during the record period was at the SRAC.
9 The SO1, however, has an indefinite term with a 4 MW nameplate, all output sold
10 to SDG&E at SRAC energy and as-available capacity prices.

11 ○ Naval Training Center/Marine Corps Recruit Depot: The SO4 terminates
12 November 30, 2019. The amount is 21.6 MW of firm capacity and energy. The
13 energy price during the record period was at the SRAC. The term for the 2.6 MW
14 nameplate SO1 is indefinite with all output sold to SDG&E at SRAC energy and
15 as-available capacity. ■

16 ■

17 ■

18 • Yuma Cogeneration Associates: YCA is a cogeneration project located in Yuma,
19 Arizona with an option of being dispatchable to SDG&E. It delivers its energy and
20 capacity through Arizona Public Service Company to SDG&E at the North Gila
21 Substation over SDG&E's 500 kV Southwest Powerlink between Arizona and
22 San Diego. The SO2 terminates on May 28, 2024. Firm capacity is 50 MW at a price of
23 \$140/kW-yr with energy purchased up to 56.5 MW at SDG&E's monthly posted SRAC

1 prices. The YCA agreement has economic curtailment provisions where SDG&E may
2 exercise its rights to pay YCA an alternative energy price rather than the SRAC during
3 the curtailment hours. When YCA receives a curtailment notice from SDG&E, YCA
4 may do one of the following: (1) physically curtail generation or (2) continue to generate
5 and receive the alternate energy price, which is the CAISO SP-15 hourly LMP for
6 supplemental energy. YCA's curtailment provision was exercised when the CAISO LMP
7 was expected to be lower than the SRAC. The plant is dispatchable under the SO2 and
8 requires the plant be available when called upon by SDG&E. The contract has a
9 Minimum Performance Requirement ("MPR") for the QF to earn a bonus.

10 On May 17, 2013, YCA filed with FERC a petition for a limited waiver of the
11 efficiency standard in section 292.205 (a)(2) of the FERC regulations for the calendar
12 years 2010, 2011 and 2012 ("Petition"). On July 16, 2013, FERC granted the waiver.

- 13 • Goal Line LLP: Goal Line provides SDG&E with 49.9 MW of firm capacity and energy.
14 The plant is located in Escondido, California. During the record period, the energy price
15 SDG&E paid Goal Line was at the SRAC, and the firm capacity price at \$172/KW-yr.
16 The agreement provides SDG&E the option to economically curtail deliveries of the
17 project. During the record period, Goal Line elected to shut down for the majority of
18 hours of curtailment. The term of this SO2 agreement expires on February 14, 2025. ■

19 ■

20 ■

- 21 • Pursuant to D.07-09-040, the Combined Heat and Power ("CHP") Settlement, on
22 July 2, 2013, SDG&E and Goal Line executed an Amendment and Restatement of
23 Agreement for Power Purchase with a Firm Capacity Qualifying Facility ("Restatement

1 Agreement”) which [REDACTED]. The Restatement
2 Agreement was filed for CPUC approval on May 8, 2014 in Advice Letter 2600-E.
3 During the record period and Goal Line continued to operate under the original SO2.
4 C.P. Kelco (“Kelco”): This is a facility with an agreement which allows SDG&E to
5 purchase excess power from three gas turbines for a total of 25 MW at SRAC prices for
6 both energy and capacity. The original agreement had a fixed price with a term that
7 ended on December 31, 2009. An amendment was executed on January 1, 2010 to
8 extend the term until the parties executed a CPUC-approved Transition Standard Contract
9 for Existing Qualifying Cogeneration Facilities (“Transitional PPA”) pursuant to
10 D.07-09-040. On December 20, 2013, the parties executed a Transitional PPA. However,
11 because the PPA was modified [REDACTED], SDG&E filed advice letter
12 2517-E on September 5, 2013 seeking approval of the modified Transitional PPA. The
13 Commission approved the Transitional PPA in Resolution E-4642 on March 14, 2014.

14 **D. Bilateral Power Purchase Contracts**

- 15 • PGE Boardman: The PGE Boardman PPA consists of a Long Term Power Sale
16 Agreement (“LTPSA”) and a Long Term Transmission Service Agreement (“LTTSA”)
17 between PGE and SDG&E. The PPAs were executed on November 5, 1985 and
18 terminated on December 31, 2013. PGE Boardman’s Unit 1 coal-fired plant and
19 associated facilities are located in Boardman, Oregon. PGE is a majority owner and
20 makes all operational decisions. SDG&E has a contractual right to 14.534% (about
21 86 MW) of the plant output, but has no ownership rights to make or veto PGE’s
22 operational decisions.

1 This agreement is not unit contingent. If PGE elects to operate the plant, SDG&E
2 may elect to purchase electricity from PGE at a formula price based on the coal costs and
3 a predetermined plant heat rate. At any time, SDG&E may elect to reduce its share of the
4 plant output in any amount between SDG&E's entitlement and zero, or displace plant
5 output by purchasing power from PGE's system power, if available, or from a third party.
6 If the plant is not operating, SDG&E may obtain replacement power, if available, at a
7 mutually agreed upon rate from PGE's system or from third parties using marketing
8 assistance.

9 Under terms of the LTPSA, PGE obtains, on behalf of SDG&E, third party
10 transmission service from Boardman to the John Day substation, where service under the
11 LTTSA begins. Under the terms of the LTTSA, PGE is responsible to transmit the power
12 to the California/Oregon Border. The CAISO is responsible for transmission inside
13 California.

14 For services under the LTPSA, SDG&E pays PGE the following: (1) a base price for
15 entitlement for an annual fixed cost of \$28.8 million annually; (2) a price for capital
16 additions as escalated by an annual escalation rate; (3) plant fixed operating costs; (4)
17 carrying costs; (5) plant variable operating costs; and (6) third party transmission charges.
18 The PPA allows SDG&E to audit PGE records back 36 months. On June 24, 2013,
19 SDG&E and PGE executed a letter agreement extending the time SDG&E can audit
20 records. To avoid an administrative burden and lower costs, the parties agreed to do a
21 final audit in 2014 for the years 2011, 2012 and 2013. The parties will reconcile any
22 exceptions by December 31, 2014.

- 1 • EnerNOC, Inc.: This is a ten-year contract that was executed on February 21, 2005 and
2 became effective on December 31, 2006. The Agreement terminates on
3 December 31, 2016. This agreement permits SDG&E to startup and brings on-line
4 25 MW of customer-owned back up generation. Under the existing contract, these
5 generators can be operated at up to eight hours per day for a maximum of 200 hours per
6 year. This contracted product is dispatchable with a capacity price of \$77.00/kW-year.
7 The cost of energy is based on the index fuel price for the period in which the generators
8 run.
- 9 • Olivenhain-Hodges Pump Storage Facility: This Hydroelectric Pumped Storage Facility
10 is owned by the San Diego County Water Authority (SDCWA) and consists of two
11 20 MW hydroelectric turbines for a total of 40 MW. The PPA was executed on
12 January 29, 2004 and was approved by D.04-08-028. The capacity price is a combination
13 of a fixed portion of \$65/kW-year and a variable portion at \$5/kW-year escalated at CPI.
14 The O&M is \$2.00/MWh escalated at the CPI.

15 Hodges draws water during off-peak hours using power, and then generates power
16 during on-peak hours by flowing water back. This is to take advantage of the price
17 spread between the on and off-peak time periods. According to the PPA, SDG&E
18 manages the economics through dispatching the generation and pump load.⁷

19 On August 21, 2013, after working with SDCWA to obtain proper documentation,
20 SDG&E notified Hodges that all of the outstanding milestone issues required by the PPA
21 had been resolved and that SDG&E accepted the COD of August 27, 2012.

⁷ Based on recent information, it appears that there may be a billing issue for this facility. SDG&E will continue its research on this matter and update this testimony if it determines an adjustment is warranted.

1 During the record period, SDCWA claimed that the project experienced a force
2 majeure event. SDG&E investigated it and accepted the claim. Pursuant to the PPA,
3 SDG&E paid no capacity payments (around \$900,000) to the SDCWA during the
4 claimed force majeure event.

5 In July 2013, the SDCWA requested for a series of short-term generation dispatches
6 without pumping water. The parties agreed to split the savings of pumping under such
7 circumstances. SDG&E dispatched the plant four times in August without pumping, and
8 split about \$43,000 in CAISO revenues with the SDCWA.

9
10 **E. Tolling Agreements**

- 11 • Otay Mesa Energy Center, LLC (“OMEC”): On May 1, 2007, SDG&E and OMEC (a
12 subsidiary of Calpine Corporation) entered into an Amended and Restated PPA. The
13 Agreement has a ten-year term after which SDG&E has the option to purchase the plant.
14 OMEC is a combined cycle plant located in Otay Mesa in San Diego County near the
15 United States/Mexico International Border and started operating on October 3, 2009.
16 OMEC’s capacity was 600 MW after conducting its annual performance test in 2013.
17 The plant is comprised of two combustion turbine-generators and one steam turbine.
18 SDG&E is responsible for supply of the fuel. The capacity price is \$117.00/kW-year,
19 and the current O&M cost was \$2.44/MWh during the record period, escalated by 2.5%
20 each calendar year.

21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

1 [REDACTED] On March 22, 2013, the parties executed a Settlement Agreement
2 and Mutual Release (“Settlement”). On November 14, 2013, the CPUC issued
3 D.13-11-004 approving the Settlement agreement and amendments to SDG&E’s power
4 purchase agreements and authorized SDG&E to recover its costs in ERRAs. [REDACTED]

5 [REDACTED]

6 [REDACTED]

- 7 • El Cajon Energy, LLC (“ECEC”): On May 24, 2010, SDG&E and ECEC (a subsidiary
8 of Wellhead Services, Inc.) entered into a Power Purchase Tolling Agreement. The
9 contract has a term of twenty-five years, and the plant started operating on June 16, 2010.
10 ECEC is a quick-start peaking plant with a contract capacity of 46.9 MW after
11 performing their annual performance test in the spring 2013. [REDACTED]

12 [REDACTED]

13 [REDACTED]

- 14 • Orange Grove Energy, LP (“OGE”): On July 14, 2009, SDG&E and OGE (a subsidiary
15 of J-Power USA Development Co., Ltd) entered into a Power Purchase Tolling
16 Agreement. The contract has a term of twenty-five years. Pursuant to D.07-09-010,
17 SDG&E leases its land to J-Power, who constructed the peaker generator on the leased
18 land and provides its output to SDG&E for a period of twenty-five years, after which the
19 lease shall expire and the title to the peaker shall be transferred to SDG&E at no
20 additional cost. The plant started operating on June 17, 2010. OGE is comprised of two
21 gas turbines located in Pala, California. OGE is a quick-start peaking plant and had a
22 contract capacity of 98.9 MW after performing their annual performance test in the spring
23 2013. The capacity price was \$173.45/kW-year for the term of the agreement, and the

1 O&M price, which was adjusted by the CPI for the calendar year, was \$4.87/MWh
2 during the record period.

3 **F. CDWR Power Purchase Contracts**

4 In D.02-12-069, the Commission approved an operating agreement between SDG&E and
5 CDWR. Exhibit E of the operating agreement specifies that CDWR will retain the majority of
6 contract administration duties, including the following management responsibilities: performance
7 assessment, formal correspondence and notifications with generators, agreement interpretation, and
8 dispute resolution. SDG&E engages in limited duties in support of CDWR's administrative
9 function. SDG&E, in its role as limited agent for California Energy Resources Scheduling
10 ("CERS"), brings any contract issues that it discovers to the attention of CERS. However, the
11 administration of disputes associated with the CDWR contract remains a CERS function. Any costs
12 associated with these contract disputes, though they may have been identified by SDG&E, are
13 ultimately handled and resolved by CERS. SDG&E's duties include:

- 14 • Verifying invoices for the allocated agreements: Monthly invoices are sent directly to
15 SDG&E from the generators. SDG&E works with CDWR, the generator and the
16 generator's scheduling coordinators to ensure consistency between all schedules. If there
17 are discrepancies, SDG&E works with all parties to reconcile the schedules. SDG&E
18 also reviews the CAISO metered data online. After schedules and metered data are
19 confirmed to be correct, SDG&E verifies invoices for payment pursuant to the agreement
20 price.
- 21 • Conducting bi-weekly meetings with CDWR to discuss administration issues: As part of
22 the coordination efforts between SDG&E and CDWR, the parties hold conference calls
23 as needed to discuss issues related to administration of the agreement. Members from

1 SDG&E's SA section and scheduling teams participate in the conference calls with
2 CDWR as specific issues arise. These meetings are a forum where a wide range of
3 issues, including least cost dispatch, are discussed and processes are coordinated.

- 4 • Coordination of annual performance tests: All of the existing CDWR contracts require
5 the generators to perform an annual test as demonstration of capacity. During the record
6 period, SDG&E performed as CDWR's agent to assume responsibility for coordinating
7 the tests, including test procedure approval, witnessing the tests, and issuing the approval
8 of test results. This is consistent with the Operating Agreement between CDWR and
9 SDG&E, approved in D.03-04-029.

10 The following sections briefly describe the active agreements allocated to SDG&E during the
11 record period:

- 12 ○ Whitewater Cabazon: On April 1, 2002, CDWR and Whitewater Energy
13 Corporation entered into the Amended and Restated PPA for Whitewater
14 Cabazon. The agreement terminated on December 31, 2013. The agreement
15 amount is 42.9 MW of as-available energy only with a price of \$54.00/MWh.
16 The project is in the Palm Springs area of California. On January 24, 2011,
17 SDG&E and Cabazon Wind Partners, LLC executed a Scheduling Coordinator
18 Services Agreement effective March 1, 2011 with a term to last until the
19 termination of the agreement. The PPA ended on December 31, 2013.
- 20 ○ Whitewater Hill: On January 2, 2003, CDWR and Whitewater Energy
21 Corporation entered into the Amended and Restated Master PPA for Whitewater
22 Hill. The agreement terminated on December 31, 2013. The agreement amount
23 is 61.5 MW of as-available energy only with a price of \$51.50/MWh. The project

1 is in the Palm Springs area of California. On January 24, 2011, SDG&E and
2 Whitewater Hill Wind Partners, LLC executed a Scheduling Coordinator Services
3 Agreement effective March 1, 2011 and with a term to last until the termination of
4 the agreement. The PPA ended on December 31, 2013.

5 **G. RENEWABLE ENERGY SALES**

6 During the Record Period, SDG&E made several bundled REC energy sales pursuant to
7 CPUC Resolutions E-4579, E-4600, E-4608, E-4608, E-4621, E-4606, E-4606, E-4606 summing
8 to the amount of 696 GWh.

9 **H. Historical Purchases**

10 Table 1 summarizes the agreements and delivery amounts for the record period.
11

1
2
3
4

Table 1:

Historical Purchases

Contract Class	Contract Name/Counterparty	Technology	Product	Purchased MWh In 2013	Contract MWh	Contract Dates		CPUC Authorization
						COID	Start	
CP	Santa Fe Irrigation District - Boulder	Hydro	As-Available	1,563,899	1.5	07/01/87	07/30/17	Standard Offer Contract per CPUC D. 82-01-101 on 12/18/82
CP	City of Escondido - San Valley Hydro	Hydro	As-Available	60,841	1.5	04/13/94	Empire	
CP	City of Chicopee - San Francisco Peak Hydro Peak	Hydro	As-Available	443,494	0.4	12/15/85	Empire	
CP	Chesham Municipal Water Dist	Hydro	As-Available	848,582	0.5	11/01/88	1stEnergy	Standard Offer Contract per CPUC D. 82-01-101 on 12/18/82
CP	AE Naval Station	Natural Gas	Firm	333,604,801	46.5	12/8/88	11/02/19	
CP	AE North Ward	Natural Gas	Firm	279,071,508	33.5	12/8/88	11/02/19	
CP	AE NTC&CND	Natural Gas	Firm	174,448,740	21.6	12/8/88	11/02/19	
CP	Yuma Co-Generation Assoc/ASA	Natural Gas	Firm	189,907,692	50.0	02/20/04	02/27/24	
CP	Good Line	Natural Gas	Firm	481,031,824	48.8	02/15/85	02/14/25	
CP	Grossmont	Natural Gas	Firm	384	1.5	08/06/84	Empire	
CP	CP Midco	Natural Gas	As-Available	9,308,470	28.0	10/27/92	08/23/12	
CP	AD NTC Steam Turbine	Natural Gas	As-Available	16,327,470	2.0	07/31/84	Empire	
Renewable	City of San Diego - Peck Lane	Disaster Gas	As-Available	18,068,500	4.8	01/01/08	12/31/13	
Renewable	QEG - Sycamore 2	Bi-C28	As-As/2008	8,200,028	2.3	03/30/04	03/29/14	
Renewable	Mid San Diego - Minter	Bi-C28	As-As/2008	11,479,760	3.0	05/25/03	05/18/13	
Renewable	Mid San Diego, LLC (Sunny/Minter)	Bi-C28	As-As/2008	16,380,240	50	05/20/13	09/19/23	
Renewable	Mid San Diego - North City	Bi-C28	As-As/2008	4,699,110	1.0	05/20/03	05/18/13	
Renewable	Mid Point District	Bi-C28	As-As/2008	41,958,847	8.1	10/01/07	09/30/22	
Renewable	City Landfill 1	Bi-C28	Firm	11,295,026	1.5	04/01/00	04/30/16	
Renewable	City Landfill 2	Bi-C28	Firm	11,843,040	3.8	07/07/11	08/30/31	
Renewable	City Landfill 3	Bi-C28	Firm	21,603,716	3.8	03/08/07	03/07/17	
Renewable	City Landfill V	Bi-C28	Firm	6,960,720	1.5	05/27/13	08/20/33	
Renewable	City Landfill VI	Bi-C28	Firm	6,244,040	1.5	06/27/13	08/20/33	
Renewable	3M Mexico Landfill	Bi-C28	Firm	11,122,417	1.3	03/19/11	03/17/21	
Renewable	Corona Landfill 1	Bi-C28	Firm	6,711,691	1.5	08/16/11	08/16/31	
Renewable	Corona District (aka AES)	Bi-C28	As-As/2008	392,099,000	49.0	01/01/00	12/31/17	
Renewable	Blue Lake Power	Bi-C28	As-As/2008	74,449,000	11.6	04/30/10	04/28/25	
Renewable	Owenshan Municipal Water Dist	Hydro	As-As/2008	286,170	See CPUC	07/23/13	07/23/33	
Renewable	SOCCA - Remote Penetration	Hydro	As-As/2008	17,560,410	4.5	01/23/07	01/22/17	
Renewable	Southern California Edison (SCE) - WSP#	Hydro	Firm	320,010,000	28.0	10/8/11	12/31/12	
Renewable	Carbon - Geyser	Geothermal	As-As/2008	219,000,000	23.0	03/07/10	12/31/14	
Renewable	Altamont Valley Solar (L3 Power)	Solar	As-As/2008	192,524,880	127.0	11/29/11	11/01/28	
Renewable	Compo Verde Solar (Southern Company)	Solar	As-As/2008	109,470,668	139.0	10/25/13	10/27/23	
Renewable	Canada (Sunbeam (PJM 2))	Solar	As-As/2008	1,303,919	18.8	12/04/13	12/03/13	
Renewable	Christina Solar	Solar	As-As/2008	204,242,400	109.4	11/27/13	11/26/25	
Renewable	Christina Solar Energy	Solar	As-As/2008	49,791,290	123.0	04/15/09	04/28/24	
Renewable	CSCLAR IV South (TerraSol)	Solar	As-As/2008	155,596,000	130.0	11/27/13	10/31/28	
Renewable	Imperial Valley Solar	Solar	As-As/2008	49,438,070	200.0	04/15/09	10/08/28	
Renewable	NEG Solar Energy (NEG)	Solar	As-As/2008	65,997,810	26.0	02/12/13	02/11/28	
Renewable	3rd Orchard 3D 20 (Pavona 1)	Solar	As-As/2008	73,700	2.0	12/9/13	12/20/25	
Renewable	3rd Orchard 3D 21 (Pavona 2)	Solar	As-As/2008	106,350	9.0	12/9/13	12/30/28	
Renewable	3rd Orchard 3D 22 (Valley Center 1)	Solar	As-As/2008	138,720	2.8	12/9/13	12/30/28	
Renewable	3rd Orchard 3D 23 (Valley Center 2)	Solar	As-As/2008	166,400	4.6	12/9/13	12/30/28	
Renewable	Kortney	Wind	As-As/2008	148,633,000	49.3	03/17/08	12/30/25	
Renewable	Overton Overton West	Wind	As-As/2008	320,767,000	300.0	12/9/12	10/31/22	
Renewable	Overton Overton West	Wind	As-As/2008	5,413,489	2.5	12/9/08	12/9/15	
Renewable	Overton Overton West	Wind	As-As/2008	1,561,638	22.4	12/16/03	12/16/18	
Renewable	Overton Overton West	Wind	As-As/2008	28,989,231	29.9	04/09/12	07/17/13	
Renewable	Nature Energy (WTEFFL)	Wind	As-As/2008	28,915,370	56.0	04/28/04	12/31/18	
Renewable	Olds Tower Farms	Wind	As-As/2008	148,402,990	140.0	12/24/04	12/30/19	
Renewable	Public Wind	Wind	As-As/2008	328,190,630	140.0	08/18/12	08/15/22	
Renewable	Hudson Energy Center 1 Wind Energy	Wind	REC	387,638,000	109.5	12/25/08	12/26/24	
Renewable	Hudson Energy Center 2 Wind Energy	Wind	REC	278,877,000	103.5	10/19/09	10/19/24	
Renewable	Hudson River Park	Wind	REC	348,232,000	189.0	05/01/13	08/03/23	
Renewable	Hudson Express	Wind	As-As/2008	241,278,780	285.0	02/01/12	05/26/22	
Renewable	Coam	Wind	As-As/2008	20,587,150	7.5	02/01/11	01/9/20	
Renewable	Yontawater Canyon (DWR)	Wind	As-As/2008	118,720,000	42.4	10/07/02	12/31/13	
Renewable	Whispering Hill (DWR)	Wind	As-As/2008	188,771,716	61.5	08/31/02	12/31/13	
Disaster	Portland General Electric - Roseman	Coal	Firm	523,404,000	95.0	01/01/89	12/31/13	
Disaster	Portland General Electric Roseman	Transmission	Firm	N/A	See	01/01/88	12/31/13	
Disaster	Portland General Electric Roseman	Hydro	Dischargeable	18,325,178	40.0	08/27/12	20/19/28	
Disaster	Chemung/Chicopee Pumped Storage	Natural Gas	Dischargeable	119,000	25.0	12/31/06	12/30/16	
Disaster	Emule	Natural Gas	Dischargeable	119,000	25.0	12/31/06	12/30/16	
Trading	City Mesa Energy Center, LLC	Natural Gas	Dispatchable	3,703,707,234	602.0	10/03/09	10/02/19	
Trading	Orange Grow Energy (Power)	Natural Gas	Dispatchable	38,717,835	96.6	08/17/10	08/16/25	
Trading	El Cajon Energy Center (Wind)	Natural Gas	Dispatchable	24,197,648	47.4	06/15/10	06/15/25	
Renewable	Various Bundles REC Sales	N/A	Energy/REC	388,888,700	N/A	01/01/13	12/31/13	

1 **IV. CONCLUSION**

2 Based on the foregoing, SDG&E's recorded contract expenses to the ERRRA are in
3 conformance with the P.U. Code, Commission decisions, and the contract terms for the 2013 record
4 period.

5 This concludes my prepared direct testimony.

6

1 **V. QUALIFICATIONS**

2 My name is Sally Chen. My business address is 8315 Century Park Court, San Diego, CA
3 92123. I am employed by SDG&E as the Settlement and Administration Manager in the Electric
4 and Fuel Procurement Department. My present duties include management and administration of
5 existing agreements, including renewable agreements, Tolling and QF agreements, allocated CDWR
6 agreements and bilateral agreements. I have been employed by SDG&E since 2001. I have been in
7 my current position since February 2012.

8 I received a MBA, with a Finance concentration, from San Diego State University.

9 I have previously testified before the Commission.

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

**DECLARATION
OF SALLY CHEN**

A.14-05-XXX

Application of San Diego Gas & Electric Company (U 902-E) for Approval of: (i) Contract Administration, Least Cost Dispatch and Power Procurement Activities in 2013, (ii) Costs Related to those Activities Recorded to the Energy Resource Recovery Account and Transition Cost Balancing Account in 2013 and (iii) Costs Recorded in Related Regulatory Accounts in 2013

I, Sally Chen, declare as follows:

1. I am the Settlements & Administration Manager for San Diego Gas & Electric Company ("SDG&E"). I have included my Direct Testimony ("Testimony") in support of SDG&E's Application for Approval of: (i) Contract Administration, Least Cost Dispatch and Power Procurement Activities, and (ii) Costs Related to those Activities Recorded to the Energy Resource Recovery Account, Incurred During the Record Period January 1, 2013 through December 31, 2013, and (iii) the Entries Recorded in Related Regulatory Accounts. Additionally, as the Settlements & Administration Manager, I am thoroughly familiar with the facts and representations in this declaration and if called upon to testify I could and would testify to the following based upon personal knowledge.

2. I am providing this Declaration to demonstrate that the confidential information ("Protected Information") in support of the referenced Application falls within the scope of data provided confidential treatment in the IOU Matrix ("Matrix") attached to the Commission's Decision D.06-06-066 (the Phase I Confidentiality

decision). Pursuant to the procedures adopted in D.08-04-023, I am addressing each of the following five features of Ordering Paragraph 2 in D.06-06-066:

- that the material constitutes a particular type of data listed in the Matrix;
- the category or categories in the Matrix the data correspond to;
- that SDG&E is complying with the limitations on confidentiality specified in the Matrix for that type of data;
- that the information is not already public; and
- that the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.

3. The confidential information contained in my Testimony constitutes material, market sensitive, electric procurement-related information that is within the scope of Section 454.5(g) of the Public Utilities Code.¹ As such, the Protected Information provided by SDG&E is allowed confidential treatment in accordance with Appendix 1 – IOU Matrix in D.06-06-066.

Confidential Information	Matrix Reference	Reason for Confidentiality And Timing
SC-7 lines 22-23 SC-8 lines 1-4 SC-9 line 1 SC-11 line 18 SC-12 line 1 SC-13 lines 8, 18 SC-14 lines 1, 9-12 SC-15 lines 10, 17 SC-16 lines 18-20 SC-17 lines 2-3, 11, 16-17, 21-23 SC-18 lines 5-6, 11, 16, 21-22 SC-19 line 19 SC-20 line 1	VII.G	Contract terms; confidential for 3 years

¹ In addition to the details addressed herein, SDG&E believes that the information being furnished in my Testimony is governed by Public Utilities Code Section 583 and General Order 66-C. Accordingly, SDG&E seeks confidential treatment of such data under those provisions, as applicable.

Confidential Information	Matrix Reference	Reason for Confidentiality And Timing
SC-24 lines 3-5, 15-17 SC-25 lines 18-20 SC-26 lines 1, 11 SC-29 lines 21-23 SC-30 line 1, 4-6, 11-13	VIIE	Contract terms; confidential for 3 years


4. I am not aware of any instances where the Protected Information has been disclosed to the public. To my knowledge, no party, including SDG&E, has publicly revealed any of the Protected Information.

5. I will comply with the limitations on confidentiality specified in the Matrix for the type of data that is provided herewith.

6. The Protected Information cannot be provided in a form that is aggregated, partially redacted, or summarized and continue to provide the level of support to the Application as intended; however SDG&E is certainly willing to work with the Commission regarding possible aggregations if the Commission seeks to make any of the confidential information provided in the Testimony public.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 29th day of May, 2014, at San Diego, California.



 Sally Chen
 Settlements & Administration Manager
 San Diego Gas & Electric Company