BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Continue Implementation and Administration of California Renewables Portfolio Standard Program.	Rulemaking 11-05-005

CLEAN COALITION REPLY COMMENTS ON THIRD REVISED POWER PURCHASE AGREEMENT AND IOU PROPOSED SCHEDULES

Tam Hunt
Chase Adams
Attorneys for:
Clean Coalition
2 Palo Alto Square
3000 El Camino Real, Suite 500
Palo Alto, CA 94306
(805) 214-6150

September 10, 2012

The Clean Coalition is a California-based nonprofit project of Natural Capitalism Solutions. The Clean Coalition's mission is to implement policies and programs that accelerate the transition to a decentralized energy system that delivers cost-effective renewable energy, strengthens local economies, minimizes environmental impacts, and enhances energy security. The Clean Coalition drives policies to remove the top barriers to Wholesale Distributed Generation (WDG), which is defined as renewable energy systems connected to the distribution grid that sell all electricity produced to the local utility and serve only local load. Since local balancing of energy supply and demand is generally required when more than 20% of energy consumption is served by WDG, the Clean Coalition also advocates for policy innovations to support Intelligent Grid (IG) solutions, such as demand response and energy storage. The Clean Coalition is active in proceedings at the California Public Utilities Commission, the California Energy Commission, the California Independent System Operator, the Federal Energy Regulatory Commission, and other agencies that shape energy policy in California and other states. In addition, the Clean Coalition designs and implements WDG and IG policies and programs at the state, local, and utility level across the country.

In quick summary, 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. In other words, the utilities' are seeking to go in exactly the opposite direction that SB 32 requires – and to an extreme degree. The Commission should not allow this to happen. Rather than allowing a PPA to be finalized that is literally five times as long and complex as the existing AB 1969 PPA (104 pages compared to 22 pages), the Commission should ensure that all provisions in the PPA that are not necessary are stricken – as we have suggested and supported in our opening and reply comments.

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. For this reason, we look forward to IOU and other party feedback on our Model PPA. Moreover, with the imminent passage of SB 1122 (adding a biopower tranche to the existing 750 MW), it is likely that the Commission will need to conduct additional rounds of comments before finalizing the SB 32 program.

Our Model PPA is, then, our default approach and we look forward to further discussion on this document. However, because we cannot at this point assume that the Commission will decide to pursue our Model PPA approach, we have provided additional comments below regarding the IOU proposed PPA and party comments thereon – as well as on the IOU proposed schedules.

Responses to party comments on proposed schedules

Timeline

SEIA: 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.

Interconnection

SEIA correctly notes that Decision 12-05-035 directs the IOUs to provide generators the option of choosing the interconnection process set forth in the existing Rule 21 or the FERC interconnection procedures under the Wholesale Distribution Access Tariff until the Commission issues its final decision in Rulemaking 11-09-011 on the Revised Rule 21 Tariff. PG&E needs to conform to this. The Clean Coalition agrees with SEIA on this issue.

SEIA: If "deemed complete" applications are submitted on the same day in an IOU's feed-in-tariff program, then the application that is ranked earlier in the interconnection queue should receive the priority position in the IOU's feed-in tariff queue. Under the current Re-MAT design, a few queue positions can be very significant and this common sense policy prevents disputes and issues around the exact time an application is submitted.

IREC argues that applicants who have applied to interconnect under the utilities' federal jurisdictional interconnection procedures prior to Commission approval of revised Rule 21 should not be required to reapply for interconnection under revised Rule 21, as proposed in Southern California Edison's (SCE) and San Diego Gas & Electric's (SDG&E) tariffs. The Clean Coalition agrees with IREC on this issue.

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.

Remaining party feedback

SEIA: SCE's proposed process for addressing incomplete PPRs should be adopted and applied to all three IOUs. We agree.

SEIA: the IOUs should be directed to procure above the bimonthly product allocation to account for the actual size of the next project in the queue that would fulfill (and then exceed) that allocation. We agree.

SEIA states that the provision in PG&E's proposed tariff to not reallocate MW associated with contracts terminated during the second program period must be stricken. The Clean Coalition agrees and urges PG&E to modify the tariff to reallocate any terminated contracts during the second program period into the next bi-monthly period, and the same should apply to any contracts terminated during the first program period (rather than these being reallocated to the second program period as PG&E's draft suggests).

Additional comments on proposed SCE schedule

Special condition 1.a should specify briefly what form the "confirmation" (that the facility meets all of the program requirements) must take.

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.

The last paragraph of Special Condition 1 mentions an applicant needing a re-study 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. The Decision requires only that an applicant that the applicant have completed a "System Impact Study, Phase I study, or passed the Fast Track screens or supplemental review…" (D.12-05-035, p. 62). There is no mention of re-studies or loss of queue position resulting from any potential re-study. Each IOU's tariff should make it clear that this is all that is required and that any re-study requirement not lead to loss of a Re-MAT Number or queue position. This is an extremely important issue for the success of the SB 32 program, which is already highly in doubt due to the many problems the Clean Coalition and others have highlighted. Parties will have no way of planning with any degree of certainty whatsoever if their queue position is at risk due to the potential for re-study, avoidance of which was the prime motivation for shifting to a cluster system rather than a serial system, as Rule 21 and WDAT have recently done (except for Fast Track and ISP, which are still serial).

Paragraph 1 of Special Condition 2 should be re-worded in the affirmative, such that it reads "Participants under this Schedule … may participate in other SCE interruptible or net energy metering programs if sufficient metering is in place to distinguish the output" of the various facilities. IOUs are far too often extremely conservative in interpreting their own tariffs and Commission guidance such that the default position is to disallow facilities or metering arrangements that are not explicitly allowed by the tariff. For this reason, the Commission should require that SCE make affirmative statements that include requirements such as metering, as in this instance, instead of making negative statements that will surely be interpreted as conservatively as possible by SCE in the future.

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:

> 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. 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.

Special Condition 3.c.vi (definitions) defines Eligible Electric Generation Facility and should be revised to eliminate a key phrase that is not in the Decision and to make it more clear that Rule 21 is equivalent to WDAT in this context, accordingly:

> Has completed a Phase 1 Interconnection Study (as defined in SCE's Wholesale Distribution Access Tariff (WDAT)), System Impact Study (as defined in SCE's WDAT) or its equivalent such as Rule 21, or passed the Fast Track Initial Review (as defined in SCE's WDAT) screens or Fast Track Supplemental Review (as defined in SCE's WDAT) or equivalent that affirmatively supports the Eligible Electric Generation Facility's ability to interconnect ~~(a) within 24 months of the Re-MAT PPA Effective Date and (b)~~ without requiring network upgrades in excess of $300,000.

We have recently seen in the CREST program a new development wherein SCE issues very vague interconnection studies that simply state that transmission issues are vague and will require 70-84 months to be resolved. This is unacceptable in itself, as the Clean Coalition has highlighted in its recent motion to the Commission in R.11-05-005, and forms a bad precedent by which SCE could deny eligibility to SB 32 applicants even when they have completed the required interconnection study, due to SCE's vague finding of lengthy delays prohibiting timely interconnection. Rather than subject applicants to the capriciousness and vagueness of SCE's interconnection delays, the Decision already requires that SB 32 projects come online under a certain timeframe – so no further limitations are required in this context.

Special Condition 5.d should be stricken as this is not part of the Decision.

Special Condition 7 should include "reasonable" in the second sentence between "participants will be responsible for all" and "costs."

Special Condition 8.a should be revised such that rather than allocating any amount less than 36 MW over the 12 bi-monthly periods equally, as SCE suggests, which would result in participants being able to obtain contracts for sales of less than 3 MW (and thus seriously affect planning for what is supposed to be a program for projects up to 3 MW), the tariff should include at least 3 MW in each bi-monthly period. If total allocation is used up in less than 24 months due to this change, so be it. It is far better from developers' perspective to be able to rely on at least one 3 MW contract being available in each bi-monthly period than that the program be available for the full 24 months – particularly considering the fact that the Commission and many parties like the Clean Coalition have already anticipated adding additional tranches once the initial tranche is exhausted. PG&E follows exactly this approach in its proposed Schedule (Capacity Allocation b.).

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 MW. SCE must provide a contract for that last project and any overage can be subtracted from the allotment for the last period.

Special Condition 9 should be modified to allow ten (10) business days for submitting a completed and executed PPA to SCE, rather than the five days SCE seeks. Five days may be too short for some parties and, considering other program deadlines, an extra five days here is warranted. PG&E suggests ten days in its proposed Schedule, so harmonizing these dates would make sense.

Additional comments on proposed PG&E schedule

PG&E uses the acronym "E-ReMAT" instead of the Decision's "Re-MAT." We suggest standardizing acronyms and using Re-MAT instead.

Similar to SCE's proposed schedule, PG&E's paragraph on other incentives is too narrowly worded. It should read as follows:

> Other Incentives: An Applicant that previously received incentives under the California Solar Initiative or the Small Generator Interconnection Program for the Project is ineligible for E-ReMAT for the Project if the incentives were received within ten (10) years or less of the date that Applicant submits a Program Participation Request for E-ReMAT. An Applicant that is a net metering customer can participate in E-ReMAT for the Project if the Applicant has terminated its participation in the net metering program for the Project before the submission of its Program Participation Request for E-ReMAT. No limitations are imposed under this Schedule for Applicant's projects that are not seeking service under this Schedule.

Program Participation Request section b.ii should allow Applicant ten (10) business days to remedy any flaws in the PPR, rather than the five days PG&E suggests.

As with SCE's proposed schedule, PG&E should make it clear that a re-study requirement from the IOU does not result in the Applicant losing its queue position. Program Participation Request b.iv(2) should include an additional sentence stating: "A re-study requirement by PG&E will not result, by itself, in a loss of queue position or E-ReMAT Number."

Price section c. suggests that the Starting Contract Price for the Second Program Phase will be the lowest price among all three product types from the last bi-monthly period in the First Program Phase. This is not prescribed by the Decision and the Clean Coalition disagrees that this is the appropriate starting price. Rather, each product type is quite different and the starting price for the Second Program Phase should be the last bi-monthly period price for the applicable product type.

Subscription section e. has a typo: "a" at the end of the second line should be stricken.

Responses to opening PPA comments

<u>Staff has requested that we provide concrete examples of some of the problems we and other parties highlighted in opening comments. We do so here where feasible.</u>

Burdens on Sellers for projects less than 1 MW

Contract Quantity (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. The burden on the Seller in this case relates to the Guaranteed Energy Production provisions later in the contract, which penalize Seller if production falls below the GEP amounts. The GEP amounts are based on the Contract Quantity figures in this section. It makes little sense to include penalties for falling below GEP because Sellers are heavily incentivized by energy payments to produce as much power as possible. Clean Coalition urges the Commission to remove Section 3.2 and the GEP provisions entirely, or, at the least, to limit their applicability to projects larger than 1 MW.

Compliance Expenditure Cap (Section 4.6): 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. A concrete example is as follows: a farmer seeks to develop a 200 kW solar system, with total entitlement cost of approximately $75,000 ($25,000 total Fast Track, engineering design, and interconnection costs; $25,000 permitting costs; and $25,000 legal fees and other costs). In this example, the $25,000 Compliance Expenditure Cap proposed in the 3rd Revised PPA would constitute 25% of the entitlement cost (independent of the total cost of the project, which is a different matter because many developers will work to create a fully entitled asset and then sell the entitled asset to a more sophisticated or well-capitalized developer for construction and operation). Again, our primary point here is to ensure that fees and compliance burdens don't limit the SB 32 program to only 3 MW size projects and the most sophisticated developers. Rather, the new program should be open and accessible to all types of serious developers, including those in the example just described.

EIRP (Section 4.7): Should only apply to facilities over 1MW. Similarly, the paperwork (forecasting, navigating another complex program,[1] etc.) and cost

[1] http://www.caiso.com/1fdb/1fdb6b0c5e170.pdf

burden of complying with EIRP requirements for projects under 1 MW is simply not justified, particularly given the fact that the IOU proposed language requires that compliance with EIRP is to be at Seller's "sole cost." This cost can be substantial and cannot be justified for smaller projects, which are already at the limits of profitability for a variety of reasons.

Moreover, the cumulative burden of the many requirements the proposed PPA seeks to impose is highly burdensome. As we note in opening comments, SB 32 is intended to create a streamlined program, which means as few paperwork requirements as possible both for obtaining a contract but also for maintaining a contract.

Reporting and Record Retention (Section 6.12.1): We shouldn't allow the paperwork burden to drown these small projects. This is a straightforward issue and doesn't require any concrete example beyond the fact of the matter that requiring monthly reporting is three times more burdensome than the alternative quarterly reporting that the Clean Coalition proposes. For smaller solar systems, for example, operations and maintenance will generally take zero to five hours per month. Requiring monthly reporting would, accordingly, potentially double or more the O&M required for these facilities, not to mention all of the other burdens the IOU PPA seeks to impose on small developers.

Guaranteed Commercial Operation Date and Extension

Henwood Associates, Inc (hereinafter "HAI") suggests that "the Commission allow an indefinite extension in the event a Transmission Delay is due to the engineering time or construction time of a utility's distribution group." We agree with HAI's request for indefinite extension, but we argue further that extensions should apply not just for engineering and construction time, but also for interconnection study time (indeed, all Permitted Extensions: permitting; transmission; and force majeure).

Finally, L. Jan Reid suggests that the seller should notify the buyer within 30 days of the expected commercial operation date, stating that "a 30-day notice period is standard in many contracts," that it will "protect ratepayers by ensuring that PG&E receives more timely information, and it will allow the IOUs adequate time to incorporate the new generators into their distribution systems. The Clean Coalition disagrees with this suggested change because Section 2.8.1 – already requires 60 days advance notification by Seller to Buyer.

Billing/Payments

HAI believes that Section 3.7 ("Billing") "imposes a significant cost and administrative burden on small developers" and "that utilities are well equipped to continue undertaking the settlement function for small projects as they have been doing it for 30 years."

The Clean Coalition agrees – our opening comments are in line with existing practices from the last 30 years. As stipulated currently, §3.7.4 requires Seller to check the meter every month and issue an invoice to Buyer that includes an explanation of the calculation of payment. Additionally, Seller must also produce records of metered data (including CAISO and transaction data to document the generated Product), documents from CAISO, and an invoice specified by Buyer. Furthermore, if Seller fails to produce all of these documents within 12 months, right to payment is lost. The burden on Seller here is evident: rather than simply having Buyer pay Seller based on the meter reading, which is remotely accessible by Buyer, the IOUs seek to have the Seller instead issue an invoice each month and to maintain all records at the risk of losing the right to payment. We can't help but feel that the IOUs are intentionally seeking to dramatically increase the burden on developers to discourage applications to this new program and the Commission should mitigate all unreasonable burdens the IOUs seek to place on developers.

SEIA requests that the Commission require the IOUs to "substantiate the basis for their proposed TOD factors." The Clean Coalition agrees - to date, no justification has been vetted at the CPUC of the new energy-only tables.

L. Jan Reid suggests that the Commission should establish payment terms of net 30 days for payments from an IOU to a FIT generator instead of ten in Section 3.7.5. "30 days represents a standard payment term," and "the time value of money (e.g., interest) on this 20-day difference constitutes a transfer of wealth from ratepayers to plant owners. The Clean Coalition agrees.

With regard to Section 6.2, HAI further states that no justification has been provided "for changing the currently workable approach of utilities supplying meters for under 1 MW projects pursuant to special facilities charges and computing associated bills." The Clean Coalition agrees. As HAI indicates, the current practice is workable, and no justification has been provided to act otherwise. Furthermore, the current approach represents an increased sensitivity to the economic limitations of smaller projects, which ultimately will result in a more successful program.

FERC QF Status

Placer County indicates that Sections 4.8 and 5.3.6 need to be modified according to the quoted language from 18 C.F.R. § 292.203(d)(1): "Any applicant seeking QF status for a generating facility with a net power production capacity 1000 kW or less is exempt from the certification requirement, and is therefore not required to complete or file a Form 556."

The Clean Coalition agrees. The PPA provisions as they currently stand do not make mention of the size-based exemption set forth in §292.203(d), and need to be amended accordingly. As with many examples above, the SB 32 program should be as streamlined as possible and this example is a clear one in terms of eliminating a burden for projects smaller than 1 MW.

CAISO Requirements

HAI offered the following critique of the latest iteration of the PPA: "it requires generators 500 kW or greater to execute and maintain Participating Generator and Meter Service Agreements with the CAISO. HAI calls to continue the current CAISO level of 1 MW. Costs to small generators will increase if the CAISO requirement is lowered to 500 kW and no clear case that the 500-999 kW generators are costing the utility or their ratepayers money."

The Clean Coalition is in full agreement with HAI on this point. Maintaining the 1 MW threshold for CAISO requirements is yet another example of contractual sensitivity to the economic limitations of small project developers. These size-threshold provisions may determine the project sizes in this program. Additionally, the utilities have not provided sufficient justification for altering existing practices. As HAI points out, "establishing and maintaining agreements with the CAISO requires time, effort, and money not required under the current FiT contracts for this size generator." The Clean Coalition agrees and supports HAI's position.

This and other requirements in the proposed PPA may add 10-20 hours of work per month for Seller, plus other expenses such as those required by CAISO's EIRP. As discussed above, the normal O&M for projects in the SB 32 size range is no more than a few hours per month (unless real problems occur, which are rare), resulting in a potential additional burden from the PPA that represents 3-4 times the normal O&M time required.

General Conditions

Placer County points out that requiring daily logs, under section 6.5.1, "seems to be punitive in nature and should be stricken." The Clean Coalition agrees. As we stated in opening comments: "the PPA attempts to impose a massive ongoing paperwork and reporting burden on these small projects. We shouldn't allow the paperwork burden to drown these small projects in what should be a streamlined program." Specifically, keeping daily logs would likely add 0.5-1 hour per day, totaling 15-30 hours per month, which is a very substantial burden in light of the 0-5 hours per month we estimate for normal O&M for SB 32 type facilities. In general, the cumulative burden of the great number of reporting and other requirements the IOUs seek to impose on small developers is not warranted and will indeed discourage participation by all but a handful of developers.

Telemetry Cost Cap

HAI believes that SDG&E has taken "a more reasonable approach to telemetry" (Appendix F: "If the nameplate rating of the Project is 1 MW or greater, a Telemetering System at the metering location may be required at the Seller's expense"), and accordingly requests the Commission to "direct all of the Joint IOUs to utilize the approach proposed by SDG&E." The Clean Coalition disagrees - Telemetry costs, which are currently $14-25,000 for projects in the SB 32 size range, for facilities less than one MW should be paid by the utility seeking to require telemetry. The burden on developers of requiring telemetry on any facility under one MW is simply not justified by the benefits of telemetry derived therefrom, and the utilities have not established that substantial burden exists for assuming this threshold burden.

Insurance

With regard to Insurance provisions (Paragraph 10), HAI asks "the Commission to continue with the current practice contained in PG&E's FiT contract" and points out that "the utilities provided no information that they have ever been exposed to damages during the period between contract execution and operations." Similarly, SEIA suggested that "the Commission look to insurance provisions in comparable program PPAs."

We agree. Specifically, the Clean Coalition favors the insurance provisions found in PG&E's AB1969 contract, which extends to General Liability Coverage *only*, and which has been included in our Model PPA. We stated in our August 15 Comments: "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. There is no reason for Buyer to require Seller to have automobile insurance, especially if the Seller does not own automobiles related to the business or Facility."

Collateral and Letter of Credit

With regard to a standard collateral rate, HAI suggests that, “absent any evidence of a need for higher collateral under FiT contracts versus RAM contacts, …the Commission direct the utilities to use a uniform $20/kW under the FiT contract.” The Clean Coalition supports HAIs suggestion, but also stresses that it has called for eliminating collateral post-construction. Collateral should only apply until the Commercial Operation Date. As we mentioned in our August 15 Comments, “there is no need for collateral once the project is operational because Seller is heavily incentivized through power payments to keep the project online and in optimal working order.” Requiring the collateral provision to extend beyond the commercial operation date is duplicative, unnecessary and constitutes an additional discouraging burden for potential Seller participants (particularly those smaller projects for which the collateral rate is a substantial economic burden).

HAI provides further actionable advice with regard to Letters of Credit, which the Clean Coalition supports. “Given the small size of the Letters of Credit that will be required under FiT contracts, [HAI] requests greater latitude in the selection of banks that can provide this service.” The Clean Coalition agrees. This latitude will improve the likelihood that developers obtain project financing, which will have an impact on the ultimate success of the feed-in program.

Dispute Resolution

L. Jan Reid suggests that “the prevailing Party in this dispute resolution process (§19.4.6 - Recovery of Costs under Dispute Resolution Scheme) should be entitled to recover its *reasonable* costs and reasonable attorneys’ fees. As written, this section would apparently mandate that all costs claimed by the prevailing party will be paid. This would expose ratepayers to the payment of costs (and thereby rates) that are neither just nor reasonable."

The Clean Coalition agrees: this amendment enhances protection for developers in dispute resolution and therefore their willingness to eventually enter into the Agreement.

Miscellaneous

L. Jan Reid points our attention to §20.3 ("General: The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both Parties.") To L. Jan Reid, this provision "defeats the purpose of a standard contract." Since the Commission will approve a final revised standard contract, the Commission must also approve any modifications to that contract.

The Clean Coalition agrees. The ability to modify standard form contracts obviates the purpose of a single standard form contract, and the hard work that has gone into creating it. Furthermore, given the parties' sensitivity at this stage in the contract formation to the vagaries of varying project sizes and energy sources, there should be no unique circumstances requiring contract modification in the future. Finally, added approvals may create traffic at the CPUC and slow the rate of executed agreements. As such, this provision should be eliminated from the Agreement as L. Jan Reid suggests.

Respectfully submitted,

TAM HUNT

Attorney for:
Clean Coalition
2 Palo Alto Square
3000 El Camino Real, Suite 500
Palo Alto, CA 94306
(805) 214-6150

Dated: September 10, 2012

VERIFICATION

I am an attorney for the Clean Coalition and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in the foregoing pleading are true.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 10th day of September, 2012, at Santa Barbara, California.

Tam Hunt

Clean Coalition