BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA

Order Instituting Rulemaking to Consider the
Annual Revenue Requirement Determination of
the California Department of Water Resources
and Related Issues.

R.11-03-006
(Filed March 10, 2011)

REPLY BRIEF OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)

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REPLY BRIEF OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)

I. INTRODUCTION


The opening briefs addressed two issues related to the Department of Water Resources (“DWR”) Revenue Requirement for 2012: (1) the allocation of the discount (the “CF Discount”) stemming from the Continental Forge Settlement (the “CF Settlement”); and (2) the allocation of

certain settlement funds (the “Sempra Settlement Funds”) stemming from disputes regarding a long-term contract between Sempra Energy and DWR (the “Sempra Contract”).

With respect to the CF Discount, SCE urges the California Public Utilities Commission (the “Commission”) to reject PG&E’s request to claw back the historical application of the discount, which has largely been reflected in SCE’s customers’ rates, in order to transfer a portion of it to PG&E. Given the history associated with allocation of DWR’s Power and Bond Charge revenue requirements and the lateness of PG&E’s claim, it is inequitable to grant PG&E’s requested relief at the expense of SCE’s customers. With respect to the Sempra Settlement Funds, SCE maintains that its proposal for the allocation of these funds, i.e., to allocate the funds in the very same way that costs have been allocated during the periods of time covered by the Sempra Settlement – is fair and reasonable and should be adopted by the Commission. Contrary to PG&E’s assertions, the fixed percentage allocation methodology should not exclusively apply to these proceeds, as the Commission has employed multiple cost allocation methodologies for the time period covered by the Sempra Settlement, including its adopted cost-follows-contract method for January 2009 forward.

II.
DISCUSSION

A. The Commission Need Not and Should Not Reallocate the CF Discount

1. Contrary to PG&E’s Assertion, it is PG&E’s Request to Revisit the CF Discount Allocation (Rather than the CF Discount Allocation Already Implemented) That Would be Inconsistent with Past Precedent

PG&E asks the Commission to claw back the CF Discount, which has largely been reflected in the rates of SCE’s customers, and transfer a portion of it to PG&E’s customers instead. PG&E asserts that this result is necessary to conform the allocation of these funds to
prior Commission decisions. To the contrary, the Commission should decline to reopen this issue to ensure conformance with prior decisions.

Decision (“D.”) 05-06-060 set out the rules, effective January 1, 2005, for allocating costs and benefits to utility customers of various Energy Crisis contracts signed by DWR. Then, D.08-11-056 was issued to allow for novation of the DWR contracts, by establishing a different allocation methodology (“cost-follows-contract”) and authorizing so called “indifference payments” to ensure that a utility accepting a novation would assume all the costs and benefits of its decision. To do this, D.08-11-056 authorized the utilities to establish and comply with a schedule of indifference payments. The calculations done pursuant to D.08-11-056 and reflected in the utilities’ jointly proposed schedule were intended to establish the indifference payments once and for all, and then allow changes in contract costs and benefits to follow the contract going forward.

In accordance with D.08-11-056, in 2008, the utilities filed a mutually-agreed-upon indifference payment schedule. As explained in SCE’s Opening Brief, the CF Discount was not reflected in the calculation of the schedule, and DWR subsequently followed its established procedure of applying the CF Discount in a manner consistent with other settlements. The CF Discount was reflected in accordance with the Commission-approved allocation method that was in place when the discounts were received. September 2008 through December 2008 CF Discount amounts were recorded to each IOU’s balancing account, and CF Discount amounts since 2008 have been recorded in SCE’s balancing account. CF Discount amounts recorded as of August 2010 have been amortized in IOU rates by Commission decision. CF Discount amounts recorded in September 2010 through August 2011 are subject to this proceeding’s allocation decision. The Commission should not now modify those allocations several years after the fact.

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3 PG&E’s Opening Brief, at 10.
4 Opening Brief of Southern California Edison Company, at 11 (filed on September 22, 2011).
6 Id., Response. A2.
Furthermore, other Commission decisions demonstrate that such reopening of prior determinations is not appropriate. Specifically, when SCE asked for a reallocation of DWR Bond Charge revenue requirement in proportion to the bond proceeds its customers received,\(^2\) the Commission declined to grant SCE’s Petition, opting for certainty for California ratepayers over adjusting the bond charge to address an inequitable allocation of costs and benefits.\(^8\) As noted by PG&E in its Opening Brief, the Commission has “expressed its preference for straightforward allocations, not involving look-backs, but using existing allocation methodologies at the time the consideration is distributed.”\(^9\) Notably, while SDG&E’s customers are treated in the same manner as PG&E’s customers with respect to the allocation of CF Discount, SDG&E’s opening brief expresses a valid concern that “‘reopening’ past allocations of the Department’s revenue requirements or assignments of costs would be invited by the adoption of PGandE’s view.”\(^10\)

2. **Reallocation of the CF Discount Is Unnecessary to Adhere to the Intent of the CF Settlement or the Utilities’ Indifference Payment Calculation**

PG&E argues that a reallocation of the CF Discount to its customers would comply with the intent of the state court that approved the CF Settlement class action lawsuit. PG&E overstates that intent.\(^11\) The state court found that all California electricity ratepayers would benefit from the structural relief achieved in the settlement and that the additional $300 million in unilateral price reduction in the Sempra Contract would benefit non-municipal electric ratepayers based on “their allocation of the costs associated with that contract in any given month.”\(^12\) Subsequent to the CF Settlement, Sempra Energy implemented structural changes to

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\(^8\) D.04-05-054.
\(^9\) PG&E’s Opening Brief at 19, fn 19.
\(^10\) SDG&E Opening Brief at 3.
\(^12\) Notice of Ex Parte Motion on Shortened Time and Motion in Support of Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof, dated January 10, 2006, p. 35, lines 4-11.
its utility operations consistent with the settlement terms. And in 2008, prior to the implementation of the cost-follows-contract methodology and determination of the indifference payment schedule, all IOU ratepayers also received their *pro rata* share of the CF Discount amounts received by DWR. SCE's customers have received the CF Discount amounts received by DWR since 2009 because they are allocated 100% of the Sempra Contract costs, as specified in the methodology set forth in D.08-11-056. Accordingly, the way the CF Discount has been allocated to the IOUs’ customers to date complies with the state court’s actual intent since all ratepayers have benefited, and no retroactive modification to this allocation is warranted.

Furthermore, PG&E’s interpretation of the language in the advice filing setting forth the indifference payment schedule once again overstates the intentions of the parties. To begin with, contrary to PG&E’s assertion, the advice filing does not suggest that indifference payments should remain subject to ongoing adjustment. The indifference payment schedule was intended to be fixed. In the absence of express language requiring that an after-the-fact adjustments be made, the only way to interpret the advice filing is to conclude that once the indifference payment schedule was established, it would not be revisited. Likewise, while the advice letter states that “[t]he revised DWR cost allocation methodology does not in any way impact or affect the allocation of costs or benefits arising from or in connection with other claims, proceedings, or litigation,”13 this language should not be read to imply that the fixed percentages must apply to the allocation of all costs and benefits that arise from claims, proceedings, or litigation. Rather, this provision only means that there is not an automatic cost-follows-contract allocation of costs and benefits in connection with other claims. At the most, this passage should be interpreted as addressing Energy Crisis claims that, unlike the Continental Forge litigation, were still pending at the time of the submittal of the advice letter, such as the dispute between DWR and Sempra Energy on the Sempra Contract.

13 Advice Letters 2051-E (SDG&E), 3384-E (PG&E), and 2304-E (SCE).
Accordingly, it is PG&E’s attempt to reopen the CF Discount allocation, rather than the allocation already implemented by DWR, that fails to conform to prior decisions of this Commission, the state court, and the prior agreement of the utilities.

3. **PG&E’s Argument that the CPUC should Reallocation the CF Discount Is Self-Serving and will Lead to Ongoing Litigation**

PG&E frames the CF Discount issue as a “simple question of whether Northern California ratepayers should receive their Commission-designated share” of settlement proceeds.\(^{14}\) The Commission should reject PG&E’s attempt at geographical warfare. The problem with this “simple question” is that the logical outgrowth of it would be consideration of whether customers in other service territories have received their rightful share of DWR Power and Bond Charge revenue requirements, going all the way back to 2001. For example, it would be necessary to consider whether SCE’s customers should have assumed an additional half a billion dollars in bond charges that should have been allocated to other utilities' customers. Moreover, there would be no reason to preclude other such “simple questions” from cropping up in the future. This “simple question” sets a precedent for continually revisiting past allocations. And as PG&E acknowledges, the allocation approaches were established upfront and made permanent, precisely to avoid this kind of ongoing litigation.\(^{15}\) Accordingly, the Commission should deny PG&E’s request to reconsider this “simple question” at this late stage in the game.

PG&E’s suggestion that “[t]he Commission could, if it wishes, place time periods and dollar floors on adjustments that it will consider in the future so as to prevent further litigation”\(^{16}\) should also be rejected. As SCE stated in its Opening Brief, if the Commission agrees to re-evaluate past history, it should do so in a deliberate, careful and thorough fashion and look at all

\(^{14}\) PG&E’s Opening Brief at 3.  
\(^{15}\) PG&E’s Opening Brief at 10.  
\(^{16}\) PG&E’s Opening Brief at 16.
potential issues of unfair shifting of DWR’s costs among the utilities’ customers. The Commission should not allow PG&E to cherry-pick the single issue that it would like to re-open and create artificial cut-offs to prevent other instances of inequity from being re-examined to the sole benefit of PG&E’s customers.

Although PG&E does not state it explicitly, PG&E is clearly asking the Commission to make an exception for its customers in this case only, but PG&E does not provide compelling justification for the Commission to do so. PG&E states that because this issue “involves a relatively recent error involving up to $300 million of settlement proceeds,” it should not be ignored or dismissed. But PG&E acknowledges in its Opening Brief that DWR recorded the CF Discount in each utility’s balancing account prior to 2009. Accordingly, PG&E could have raised this claim at that time. It is impossible to accept that a delay of 2½ years to bring a claim could, under any circumstance, be considered “a relatively recent error.” Nor can SCE understand how an untimely dispute over $300 million of settlement proceeds should warrant revisiting the allocation, when the Commission previously decided that SCE’s timely dispute over half a billion dollars in inequitable bond costs did not.

Lastly, PG&E argues that a reallocation of the CF Discount from SCE’s customers to PG&E’s customers will not harm SCE’s customers because the Power Charge revenue requirement is negative in 2012, meaning that SCE’s customers will only see less of a rate reduction, rather than an increase in rates. It is unlikely that SCE’s customers would appreciate the logic of this argument, given that the rate reduction SCE’s customers are entitled to represents the return of money that they have already paid towards DWR’s reserves. While an outcome that would require SCE to collect more money from its ratepayers to transfer to PG&E’s customers would be worse, this does not make the outcome sought by PG&E acceptable.

17 PG&E Opening Brief at 16.
18 PG&E Opening Brief at 9.
B. **The Sempra Settlement Funds Should Be Allocated in Accordance with SCE’s Proposal**

In SCE’s Prehearing Conference Statement and in SCE’s Opening Brief, SCE included a proposed allocation of the Sempra Settlement Funds that SCE urges the Commission to adopt. PG&E argues that all such funds should be allocated according to a fixed percentage allocation. PG&E points to the short-term Energy Crisis settlement claims (listed on Appendix A to PG&E’s Opening Brief) which were allocated using a fixed percentage allocation to argue that the same allocation methodology should apply to the Sempra Settlement Funds. But the Appendix A settlement proceeds are clearly distinguishable from the Sempra Settlement Funds because the harm that was being resolved by those settlements had taken place well before the settlements were entered into. In contrast, the settlement of the Sempra Contract addresses harm incurred over the course of the contract term, which continues through the end of September 2011, and for which SCE’s customers are 100% responsible for as of January 1, 2009.

PG&E also argues that the Commission should allocate the Sempra Settlement Funds based on the permanent allocation percentages, absent a compelling reason to allocate these proceeds otherwise. But PG&E fails to explain why this is so, given that (1) there is no real precedent for the Sempra long-term contract settlement, (2) the Commission is not required to allocate these proceeds based on past precedent involving solely settlements of short-term transaction claims and (3) all parties have understood that they would need to come to a separate agreement on this allocation pertaining to a settlement of long-term contract claims. Even if precedent related to short-term contracts were to serve as a guide, there is no logical reason to use the fixed percentage allocation method for the entire term of the Sempra Contract given that that method was only in effect during the 2004-2008 time period, less than half of the full Sempra Contract term.

Furthermore, SCE has provided a compelling justification for its proposed allocation methodology – namely, that SCE’s customers have been exposed to all of the Sempra Contract costs, including excessive contract charges, congestion and deviation charges and line losses, for
Sempra Generation’s off-system deliveries and contract disputes related to post-2008 deliveries. It makes logical sense that SCE’s customers should also receive the benefits, including the portion of the Sempra Settlement Funds that relates to the CF Discount for the post-2008 period. In contrast, PG&E’s proposed allocation could lead to inequitable results. Consider, for example, the case of overcharges: Under the cost-follows-contract methodology, if a DWR counterparty overcharges DWR, only the IOU that has been allocated the contract is overcharged. If DWR files a claim and recovers the overcharge under a settlement, the IOU that was overcharged should receive its overcharge back. Under PG&E’s proposal, all IOUs would share in the proceeds of the settlement based on the application of the Fixed Allocation Methodology, even though the other IOUs paid none of the overcharge.

Finally, PG&E and SDG&E argue that SCE’s proposal is too complicated. While SCE recognizes that its methodology involves a few more steps than PG&E’s, SCE’s proposal is by no means overly complex. The IOUs are required to perform such calculations all the time. The fact that SCE’s proposal involves a few more calculations than the other PG&E’s proposal does not warrant adoption of PG&E’s proposal. For all of the foregoing reasons, SCE’s proposed allocation should be adopted instead.

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10 PG&E’s Opening Brief at p. 18, SDG&E’s Opening Brief at p. 3.
III.

CONCLUSION

For the reasons stated above, the Commission should: (1) adopt SCE’s proposal for allocation of the Sempra Settlement Funds in the same manner that costs have been allocated since January 1, 2003 and (2) decline to re-open the CF Discount issue that PG&E has raised 2 ½ years after the fact.

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September 30, 2011
CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the Commissioner’s Rules of Practice and Procedure, I have this day served a true copy of REPLY BRIEF OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) on all parties identified in the attached service list(s).

Transmitting the copies via e-mail to all parties who have provided an e-mail address. First class mail will be used if electronic service cannot be effectuated.

Executed this 30th day of September, 2011, at Rosemead, California.

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