**A.14-04-014 SDG&E EV PILOT**

**TURN Data Request**

**Data Request Number:** TURN-09

**Date Sent:** June 10, 2015

**Response Due:** June 24, 2015

Please provide an electronic response to the following question. A hard copy response is unnecessary. The response should be provided on a CD sent by mail or as attachments sent by e-mail to the following:

|  |  |  |
| --- | --- | --- |
| Marcel HawigerThe Utility Reform Network785 Market Street, Suite 1400San Francisco, CA 94103marcel@turn.org | Elise TorresThe Utility Reform Network785 Market Street, Suite 1400San Francisco, CA 94103etorres@turn.org |  |

For each question, please provide the name of each person who materially contributed to the preparation of the response. If different, please also identify the SDG&E witness who would be prepared to respond to cross-examination questions regarding the response.

For any questions requesting numerical recorded data, please provide all responses in working Excel spreadsheet format if so available, with cells and formulae functioning.

For any question requesting documents, please interpret the term broadly to include any and all hard copy or electronic documents or records in SDG&E’s possession.

**GIVEN THE SCHEDULE FOR COMMENTS ON THE SETTLEMENT AGREEMENT, ANY PARTIAL RESPONSES PRIOR TO THE DUE DATE WOULD BE APPRECIATED.**

*The following questions refer to Attachment A, “Settlement Agreement Regarding San Diego Gas & Electric Company’s Vehicle-Grid Integration Pilot Program Application, A.14-04-014” (referred to as “the Agreement” in this data request) of the “Joint Motion for Adoption of Settlement Agreement.” The motion with attached agreement was emailed to parties on 6/3/15. “VGI Pilot Application” in this data request refers to SDG&E’s original application and testimony filed April 11, 2014.*

1. How do provisions in the Agreement affect SDG&E’s cost effectiveness analysis, presented in Chapter 6 (witness Martin) of SDG&E’s VGI Pilot Application? Please provide all workpapers and calculations in Excel format with working formulas, emphasizing key changes in assumptions, calculations, and results due to provisions of the agreement.
2. Do any of the provisions in the Agreement affect program costs, discussed in Chapter 4 (witness Atun) of the VGI Pilot Application? Please identify provisions and corresponding cost impacts, and provide all workpapers and calculations related to this response.
3. Page 3 of the Agreement, number 9, states that SDG&E’s program “[m]ust provide data to help inform State policy.” Please describe how this will be accomplished, and what data will be made public and in what manner (e.g. a website) and what data will be private.
4. Page 4 of the Agreement, part “A,” describes two billing options for MuD or workplace site hosts – “VGI Rate-to-EV driver” and “VGI Rate-to-Host.” Regarding these billing options:
	1. What is the number or percentage of sites that will be targeted for each billing option?
	2. What is the minimum number or percentage of sites for each billing option?
	3. Will a statistically representative sample of distribution circuits in SDG&E’s territory be targeted for each billing option? Please provide an explanation for this response.
	4. What is the rationale behind this alteration to SDG&E’s VGI Pilot Application?
	5. What is the expected effect of this provision on program participation, charger utilization, and EV adoption? Please provide any studies, analyses, and workpapers related to this response.
5. Regarding the “VGI Rate-to-Host” rate option:
	1. Are grid benefits expected from this billing option?
	2. If the answer to “a” is yes, please explain the nature of the grid management benefits.
	3. Do the grid benefits depend on the rate charged by the host to the EV owner? Please explain.
6. Page 4 of the Agreement, part “B,” describes a provision of the “VGI Rate-to-Host” billing option, whereby the site host or vendor “will be required to submit to SDG&E the load management tactics it will implement at its facility.” Regarding this “load management plan” (referred to here as “the plan”):
	1. What is the purpose of this provision? What is the plan meant to accomplish?
	2. Please describe the range of “load management tactics” that SDG&E expects will be submitted.
	3. Please provide any examples of “load management tactics” envisioned by SDG&E.
	4. What are the minimum criteria that must be met by the plan that will be accepted by SDG&E? Please delineate these criteria specifically.
7. Please describe how part “C” on page 4 of the Agreement differs from SDG&E’s VGI Pilot Application.
8. Pages 4-5 of the Agreement, part “D”, describe a “participation payment” (referred to here as “the payment”).
	1. What is the rationale for this provision?
	2. How much (in dollars and percentage terms, if applicable) will this payment be? If an exact dollar figure is not available, please provide a range.
	3. Will the payment be uniform or vary depending on type of site (workplace or MuD)?
	4. Will the fee be used to lower program costs? Please describe if proceeds from the fee will be returned to ratepayers and how this will be accomplished.
	5. How will the Program Advisory Council advise the amount of the payment? Will this council have authority to overrule any decision made by SDG&E with regard to the payment? Please include in this response a detailed explanation of how the council will advise SDG&E on the level of fee and whether they will be given any kind of authority to influence SDG&E’s decision.
9. Page 5, part “F” of the Agreement, states “the VGI Program may offer and contract with the VGI Facility site host to provide any additional or complementary services, as long as these services do not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV driver or VGI Facility site host to respond to the pricing signal of the VGI Rate.”
	1. What “additional or complementary services” are envisioned in this statement?
	2. Is there a maximum dollar or percentage of cost amount that can be charged by third parties for “additional or complementary services?”
	3. Will a portion of revenue collected by parties related to “additional or complementary services” be returned to ratepayers? If yes, what portion?
	4. How will an additional service be deemed to “inhibit” SDG&E’s VGI price signal? Please explain who will make this determination, and what criteria will be used to determine whether a service would “inhibit” response to the VGI rate.
10. Appendix A to the Agreement outlines “Roles, Responsibilities of the VGI Program Advisory Council” (referred to as “PAC”).
	1. What stakeholders will and will not be allowed to participate on the council? Please provide a list of criteria for inclusion in this council.
	2. What, if any, formal authority does the PAC have to modify SDG&E’s program? Please provide in this response an account of whether the PAC can override any decision made by SDG&E related to implementation of the VGI Pilot.
11. Please describe how Appendix C “RFI and RFP Process Clarification” alters SDG&E’s VGI Pilot application.