

Southern California Edison (SCE) Requirements for Renewable Energy Project Developers Participating in the “California Enhanced Community Renewables” Program

Southern California Edison (SCE) provides the following guidance and requirements to renewable energy project developers (“developers”) participating in the California Enhanced Community Renewables (“ECR”) program to help them successfully communicate with consumers compliant with SCE guidelines. SCE expects that developers will take the information contained in this document and use it to create communications that accurately describe the ECR program, their responsibilities to consumers, and offer response mechanisms for consumers seeking additional information.

Table of Contents

Summary of Responsibilities	2
General Marketing Communications Guidelines and Requirements	2
Timeline of Marketing Approvals and Required Materials	4
Marketing Requirements	5
Ongoing Obligations	10
Enforcement and Censure	10
Upfront Disclosure Templates	11

I. Summary of responsibilities

1. Abide by “General Marketing Communications Guidelines and Requirements” (Section II) for all marketing.
2. Create and use marketing materials that meet the “Marketing Requirements” outlined in Section IV. All marketing materials must be pre-approved by SCE before being put into use. For more information on the specific marketing materials that must be approved prior engaging in community interest versus customer enrollment see Section III.
3. Comply with the ongoing obligations listed in Section V.
4. The developer must abide by SCE requirements listed herein. Should SCE terminate the inclusion of a developer’s project within a certified product, the developer must offer all customers of the project the possibility of cancelling the Customer-Developer Agreement (CDA) without penalty. For more information on enforcement and censure see Section VI.

II. General Marketing Communications Guidelines and Requirements

5. All required documentation and marketing materials (including disclosure requirements detailed in Section IV) must use a consistent name to describe the product the developer is delivering to customers.
6. The developer must be accurate, clear, and consistent in description of SCE and SCE’s product.
7. The developer must abide by the following requirements if marketing includes statements about price projections, cost savings, and/or fixed pricing:
 - a. It must be clear that the customer will continue to receive a bill from SCE, that includes both charges and credit.
 - b. Developer must qualify any statements regarding cost savings or fixed pricing. For example:
 - Marketing that includes claims of fixed pricing must be accompanied by disclosure that SCE’s charges and credits are subject to change.
 - Developer must clearly state if the advertised cost is an estimate, an introductory rate, or has eligibility requirements.
 - c. Cost savings calculations and commitments must compare the price the customer would be paying under SCE’s default electricity offering to the potential combined price of the bill they would receive from the developer plus the bill (with credit) they would receive from SCE. This means that commitments to percent savings are difficult, if not impossible, to make. For cost savings and price projections, developer must:
 - Provide SCE with the methodology used. This methodology must meet the following criteria: Use a clearly identified and verifiable

method (see the SEIA Solar Business Code¹ for acceptable methods and data sources).

- Specify the amount of electricity (in kwh) used to calculate the comparison or price projection.
 - Include the full cost of the product – meaning include the full scope of the utility bill (PCIA plus any other charges).
 - If advertising cost savings, developers must show that the majority, if not all, of the customers they are advertising to are expected to receive the cited cost savings.
8. Provide citations for all sources used within materials² and specifically state within marketing materials and/or directly to the customer when advertising the product which of the assumptions are subject to change or under what circumstances the savings will not be realized. For example, the developer would need to state that SCE bill credit is subject to review and change by the CPUC.
9. Provide customers with a written summary of the methodology used on materials with cost savings and price projections; or for in-person and over-the-phone enrollments, provide these disclosures verbally. For example:
- *“Savings are calculated by comparing SCE’s forecasted credits (last updated [DATE], available at: [<https://www.sce.com/residential/rates/standard-residential-rate-plan/Community-Renewables-Program>]) with [DEVELOPER’s] projected rates. The SCE credit will be applied to a customer’s standard scheduled rates for electricity services. Any savings are the result of the difference between the credit received from SCE and the price paid to [Developer]. Savings are subject to change based on credit adjustments by SCE with CPUC approval.”*
 - *Include the following disclaimer on materials with cost savings or price projections: “SCE does not verify the accuracy of the cost savings statements as they apply to specific customers but instead requires that full information and methodology be disclosed to customers.”*
10. Detailed methodology must be readily available to customers. If it is not included directly on the materials, it must be included on the developer’s website with a link to the relevant materials.

¹ <http://www.seia.org/policy/consumer-protection/seia-solar-business-code>

² See the SEIA Solar Business Code for acceptable sources. Developers should use the 20-year ECR credit forecasts that each IOU has been required by the CPUC to provide.

11. Developers must ensure that customers are enrolled to receive at least 25% of their electricity usage from the project, or if the product is sold in kWh blocks, that the block purchase size is at a minimum 100 kWh/month. Developers may enroll customers at 25%-120% of their electricity usage. Developers who choose to sell their product on a capacity basis (in kW of capacity) must ensure that all customers receive a minimum of 100kWh a month averaged over a calendar year, or that the monthly average over the calendar year is equal to a minimum of 25% of the customer's electricity use.
12. If a customer's annual usage from the project exceeds 120% of their total electricity use, the developer will be required to adjust that customer's enrollment for the following year to bring it within the allowed limits.

III. Timeline for Marketing Approvals and Required Materials

The sections below outline the Marketing Materials that are required to be submitted and approved prior to engaging in each phase of marketing. **Materials will not be accepted for review if they are not complete.** Explanations of all Marketing Materials listed below can be found in Section IV. The materials must be created and put into use in line with the requirements outlined in Section IV. Marketing Phases Two and Three outlined below are required for all developers engaging in the ECR program. All developers must have: a website, upfront disclosures, a welcome packet, and a call script and/or factsheet prepared in line with the requirements of Section IV and approved by SCE prior to enrolling customers in their product. SCE has provided Marketing Phase One for developers who wish to gain customer interest prior to finalizing the details of the product.

1. Marketing Phase One: Community Interest

Before engaging in an initial "community interest" phase, a developer must submit the following marketing materials to SCE for review and approval. Developers may not sign a Customer-Developer Agreement (CDA) or other binding commitment with a customer (for example, if the "commitment to enroll" is binding) until they have finalized and received approval from SCE for all marketing materials associated with Marketing Phase Two below.

- a. **Initial marketing materials.** Any marketing materials or communications that will be used to discuss the project with potential customers must be provided to SCE for review and must meet the requirements of Section IV (1) below.

- b. **Upfront Disclosures.** Draft versions / templates of Upfront Disclosures (Section IV (3)).
- c. **Optional materials:**

Call script / Factsheet. If the developer is engaging with customers over the phone or has a customer service contact number that customers can call to get more information about the product, the developer must prepare a call script or factsheet in line with Section IV(5b). **Website.** If the developer is using a website to engage customers, this website must be provided to SCE for review and the website must meet the requirements of Section IV(2) below, excluding IV(2h).

2. Marketing Phase Two: Customer Enrollment

Prior to signing a CDA or other binding commitment with a customer, the developer must submit the below marketing materials to SCE for review and approval

- a. **Website.** All requirements of Section IV(2) must be met. **Upfront Disclosures.** All requirements of Section IV(3) must be met.
- b. **Welcome Packet.** All requirements of Section IV(4) must be met. Welcome Packet must be delivered or emailed within 60 days of signed Customer-Developer Agreement.
- c. **Call Script / Factsheet.** All requirements of Section IV(5) must be met.

3. Phase Three: Annual Marketing Material Submission

- a. The developer must submit all marketing materials to SCE per utility request on an ongoing basis. Upfront Disclosures are included in marketing materials. The developer may submit a redacted version of CDA or its attachments to show fulfillment of “Upfront Disclosures” (Section IV(3)).
- b. All marketing materials will be reviewed by SCE and SCE’s auditor to ensure compliance with SCE’s requirements.
- c. The developer will receive either (a) an approval for marketing materials, or (b) a request for changes, the developer has 30 days to come into compliance or provide a schedule for revisions. If SCE identifies issues of “non-compliance” and submits a request for changes, the developer has 30 day to come into compliance or provide a schedule for revisions. The schedule must be approved by SCE.

IV. Marketing Requirements

The below sections outline the marketing requirements for developers engaged in SCE’s ECR offering.

1. Initial Marketing Materials

- a. The initial marketing materials must include:
 - Description of the relationship between SCE and the developer under the ECR program – including who will bill the customer.
 - Accurate information regarding the project and the benefits conveyed to the customer.

2. Developers’ Webpage Requirements (At least 1 customer-facing page per project)

Each developer is required to maintain a webpage with disclosures about their renewable energy project(s) that includes a link to the utility’s ECR webpage, and customer service

contact information, among other elements. The webpage must include the following:

- a. Developer's customer service contact information (phone number and email)
- b. Information about:
 - How the ECR program works and SCE / developer split responsibilities (so customer knows who to contact and where the bills will be coming from).
 - For example: "Under the Enhanced Community Renewables program, the customer will sign up for [define enrollment level options e.g. For example: kW of capacity, percent of electricity use, percent of facility output, etc.] through [the developer]. In turn, [SCE] will sign a contract with [the developer] to purchase the output from the facility. In exchange the customer will receive a bill from [the developer] for their portion of the facility output, and a bill from [SCE] that includes a credit associated with the [renewable resource type] energy they are purchasing from [the developer]."
 - **If customers can enroll online and/or if product is marketed to residential customers:** All upfront disclosures (see Section IV (3) below) about the project. The upfront disclosures must be available to customers prior to signing up, meaning that if they sign up online, this information must be available online as part of the sign-up process.

3. Upfront Disclosures

Required disclosures about the renewable energy project. Upfront disclosures fall into two categories, *Product Content Label* and *Price, Terms, and Conditions*, outlined below. These disclosures must be presented in a clear and coherent way. The following information must be available to customers prior to signing up, meaning that if they sign up online, this information must be available online as part of the sign-up process. Alternatively, if registration happens in-person, over the phone, or through the mail, this information must be conveyed as required in person or phone disclosure before finalizing sign-up in person or over the phone and/or provided in any mailing that includes sign-up information. If enrollments occur in-person, over the phone, or through the mail, the developer may include the upfront disclosures in the CDA or in an attachment but must submit a redacted copy of the CDA or associated attachment to the IOU in order to meet the requirements of "Upfront Disclosures."

- a. *Product Content Label* –The below requirements must be presented within one document. Templates A and B in Section VII provide optional formats that include the below requirements.
- b. Text describing level of enrollment or enrollment options, and whether the product is sold in kWh, kW or as a percent of electricity use.
- c. *For products sold on a capacity basis:*
- d. Disclaimer stating that, "Capacity does not guarantee a certain amount of output and individual units" output may vary" (if selling in kW)
- e. Statement of estimated output in kWh for the customer's contracted kW (if selling in kW)

- f. Data specifying the average kW of relevant resource type needed to power a home in the region (if selling in kW)
- g. Resource Mix
- h. Generator location
 - For residential customers, the following statement describing the average residential electricity usage: “The average home in the [the United States or your region] uses [XX] kWh per month. [Source: XX]⁴.” The developer may opt to list the electricity usage of the average home in the state or service territory where the certified product is offered.
 - Developer’s customer service contact information, including phone number and email address.
 - A link to SCE’s ECR Community Renewables Program webpage
- i. *Price, Terms, and Conditions* – The below requirements must be presented within one document. Template C in Section VII provides an optional format that includes the below requirements.
 - Developer’s company name
 - Developer’s contact information (phone number and email)
 - Price/kW or kWh (with details about whether the price is fixed, variable, or has an escalator)
 - Disclosure that the credit the customer will receive on the bill from their utility is subject to change based on CPUC ruling
 - Contract length
 - Cancellation policy, requirements, process, and any applicable fees.
 - Bill logistics, including information on who will bill customer and how they will be billed. All other terms and conditions related to a customer purchase
 - Disclosure that, the above product information, as well as information regarding bill cycle, the price that will be billed to customer per unit (kWh or kW), and developer customer service contact information will be delivered to purchasers within 60 days of sign-up in the form of a Welcome Packet.
 - If applicable, customers will also receive a mailing within 60 days only when there are updates to product information, pricing, terms, and conditions. If there are no such updates, customers will not receive a mailing other than their initial Welcome Packet upon initial enrollment.
 - The following language must be used:

[Developer] is working with [SCE] to have [Developer Project / Program Name] included in their [Utility Product Name]. Under the California Enhanced Community Renewables program, renewable energy project developers take on the responsibility for marketing

⁴ Data on national average electricity usage can be found on the EIA website:
<http://www.eia.gov/tools/faqs/faq.cfm?id=97&t=3>

electricity product(s) directly to customers, who would normally receive this type of information from their utility. SCE also requires that product disclosures, such as the price that will be billed per unit (kWh or kW) of power and the developer's customer service contact information, be provided to purchasers within 60 days of sign-up in the form of a Welcome Packet. If applicable, customers will receive a mailing only when there are updates to product information, pricing, terms, or conditions. If there are no such updates, customers will not receive a mailing. Customers are always welcome to contact their developer with any questions regarding the product or agreement.

- Disclosure of whether or not the developer currently has a PPA with the utility or is in the process of gathering customer engagement.

4. Welcome Packet:

a. Welcome Packet must:

- Be delivered or emailed within 60 days of signed Customer-Developer Agreement or other binding agreement.
- Repeat all upfront disclosures (listed in Section IV(3) above).
- Include Customer's enrollment level—percent-of-use or block size (kW or kWh contracted for, with option to also include the percentage of total generator capacity).
- Billing cycle
- If project is not yet commercially operational, include projected commercial operation date.

b. The Welcome Packet may be sent electronically. If the Welcome Packet is sent electronically, the upfront disclosures must be either attached to the email or linked to in the body of the text. The hyperlink to the upfront disclosures must be clearly labeled (for example: "For more information on the product you purchased and the price, terms, and conditions of your purchase, click here.") The details below must be in the body of the email:

- Resource mix and geographic location
- Customer's enrollment level
- Price of the product
- Contract length

5. Call Center:

- ##### **a. Developers must create a call script or factsheet for all customer service representatives. Customer service representatives must comply with the general guidance regarding marketing language in Section IV.E1 of the *CCA Code of Conduct*.**
- ##### **b. If applicable, during Marketing Phase 1: Community Interest, the developer must create a call script or fact sheet for all customer service representatives if they provide a phone number to potential customers. All information provided to**

customers must be clear and accurate, including all information regarding the project itself. The call script or factsheet must include the following information when marketing to customers. These requirements ensure fairness, transparency, and neutrality in customer communications:

- Dynamic of ECR program and relationship between the developer and SCE (who will bill the customer, etc.)
 - The customer must be made aware of whether or not the developer has signed a PPA with SCE at the time of sign up, whether or not the project has been built, and when the project is likely to be built)
- c. During and after Marketing Phase 2: Customer Enrollment, the developer must follow SCE's phone requirements, which includes maintaining a staffed customer service phone number for questions. SCE does not require 24-hour availability, but representatives should respond within two business days. The script must include the following:
- Dynamic of ECR program and relationship between the developer and SCE (who will bill the customer, etc.)
 - The customer must be made aware of whether or not the developer has signed a PPA with the utility at the time of sign up, whether or not the project has been built, and when the project is likely to be built)
 - Customer service representative must be able to provide all information in the customer disclosure documents to customers and prospective customers calling in with questions. Customer service representatives are required to provide the following information to all customers prior to signing up:
 1. Utilities Name
 2. Price and Price Structure (including that the customer will be billed separately by SCE, and whether the price is fixed, variable, or includes an escalator)
 3. Project details (resource type & location
 4. Contract Length
 5. Cancellation fee & termination details

V. Ongoing Obligations

After signing a CDA or other binding agreement with the customer, the developer must comply with the requirements below on an ongoing basis.

1. Welcome packet (Section IV(4)) is updated and distributed to all new customers. Existing customers will only receive a new Welcome Packet if there are changes to (Section IV(4))
2. All marketing materials previously used must be submitted to SCE upon request on an ongoing basis Upfront Disclosures are included in marketing materials. The developer may submit a redacted version of the CDA or its attachments to show fulfillment of “Upfront Disclosures” (Section IV(3)).

VI. Enforcement and Censure

If a developer is determined to be out of compliance with any of the above rules, the developer will receive a letter outlining the issues of non-compliance and the steps that must be taken to remedy the issues. The developer must execute any requested changes and customer disclosures (if required) within 30 days. Where this is not possible, the developer must submit a schedule that outlines the steps that will be taken to come into compliance. The schedule must be approved by SCE.

Should SCE terminate the inclusion of a developer’s project within a certified product, the developer must:

1. Report to all customers that the project is no longer part of SCE’s Community Renewables program and;
2. Offer all customers of the project the possibility of cancelling the Customer-Developer Agreement (CDA) without penalty.

A developer whose participation in SCE’s program is terminated due to failure to remedy non-compliance with ECR program requirements cannot re-engage in the program for twelve months without approval from SCE.

For more information, please contact Community Renewables commrenewables@sce.com

VII. Upfront Disclosure Templates

Template A. Product Content Label for products sold in kW.

[YEAR] PRODUCT CONTENT LABEL

[Developer Product Name] is a renewable electricity product. This product is sold in kW.

A purchase of kW has an estimated output of ____ annually. The average home in your area requires ____kW of [resource type] capacity to power it for one year. Purchase of a certain capacity (kW) does not guarantee a certain amount of output (renewable energy kWh) will be produced. Individual units output may vary based on weather, efficiency and other factors.

[PRODUCT NAME] is sold in blocks of [###] kilowatts

In [YEAR], [PRODUCT NAME] [will be] made up of the following renewable resources.

Renewable Energy in [PRODUCT NAME]		Generation Location
[Resource Type] e.g. Solar	100%	City, State
TOTAL	100%	

To view, as a comparison, the current average mix of resources supplying Southern California Edison (SCE), please visit [Power Content Label](#).

The average home in California uses XXX kWh per month. [Source:] (if residential customer)

For specific information about this electricity product, please contact us at [Developer Company Name], [phone], [website].

For more information about SCE’s Community Renewables including SCE’s requirements for California utilities under Senate Bill 43, please visit [Community Renewables Program for Clean Energy & Efficiency | SCE](#) or contact SCE at commrenewables@sce.com.

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Template B. Product Content Label for products sold in kWh (percent-of-use or block).

[YEAR] PRODUCT CONTENT LABEL		
<p>[DEVELOPER PRODUCT NAME] is sold in blocks of [###] kilowatt-hours (kWh) or matches X% of your electricity usage.</p> <p>In [YEAR], [PRODUCT NAME] [will be] made up of the following new renewable resources averaged annually.</p>		
Renewables in [PRODUCT NAME] [YEAR]		Generation Location
[Resource Type] e.g. Solar	100%	City, State
Total	100%	
<p>To view, as a comparison, the current average mix of resources supplying Southern California Edison (SCE), please visit Power Content Label.</p> <p>The average home in California uses XXX kWh per month. [Source:] (if residential customer)</p> <p>For specific information about this electricity product, please contact us at [Developer Company Name], [phone], [website].</p> <p>For more information about SCE's Community Renewables, including SCE's requirements for California utilities under Senate Bill 43, please visit Community Renewables Program for Clean Energy & Efficiency SCE or contact SCE at commrenewables@sce.com.</p> <p>Learn more about SCE requirements for California utilities under Senate Bill 43 (SB43) at [sce.com/communityrenewablesprogram].</p>		

Template C. Price, Terms & Conditions template.

Price, Terms, and Conditions	
Company:	[Developer Company Name]
Enrollment levels:	<p>In upfront disclosures include the enrollment level options.</p> <p>In Welcome Packets (at sign-up and annually thereafter), include the specific enrollment level of the customer. If a residential customer, include the statement: “The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013]”</p>
Who should I contact for more information?	Include contact information here including the developer’s Customer Service number, Webpage, E-mail and Billing Address.
How will I be billed?	Explain how customer will be billed and by whom (e.g. You will receive a monthly bill for [Product] from [Company Name]). Explain that the customer will receive a bill from you and continue to receive a bill from their utility.
How will my bill be calculated?	<p>Explain how charges will be calculated. Provide all details on actual pricing structure, even if it’s complex.</p> <p>Taxes: You must also pay all applicable federal, state, and local taxes and charges</p>
How much will enrolling in the program cost?	Provide the customer with information on how much the product will cost per/kW or kWh.
Will my rates change over time?	Explain how rates will change over time, if applicable. Include that the credit on the customer’s utility bill is subject to review and change based on CPUC ruling.
What is the process for terminating the contract and what is the early termination fee?	Explain how the customer can terminate the contract and if there is a fee for doing so.
What length of agreement/ contract is required?	e.g. 2 years
What other fees might I be charged?	e.g. Late charge of 3% for bills that are unpaid for more than 24 days

<p>Program Details:</p>	<p>Include details on how the program works, including the customer’s continued relationship with SCE.</p> <p>[Developer] is working with [Utility Name] to have [Developer Project / Program Name] included in their [Utility Product Name]. Under the California Enhanced Community Renewables program, renewable energy project developers take on the responsibility for marketing electricity product(s) directly to customers, who would normally receive this type of information from their utility. SCE requires that product disclosures, such as the price that will be billed per unit (kWh or kW) of power and the developer’s customer service contact information, be provided to purchasers within 60 days of signing up in the form of a Welcome Packet. If applicable, customers will receive an annual mailing only when there are updates on product information, pricing, terms, or conditions. If there are no such updates, customers will not receive an annual mailing, but customers are always welcome to contact the developer with any questions regarding the product or agreement.</p>
<p>[Provide disclosure on whether the PPA has been signed with the SCE, if the project has not been built, and when the project is scheduled to be built (if applicable).]</p>	