

PUBLIC UTILITIES COMMISSION  
505 Van Ness Avenue  
San Francisco CA 94102-3298



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 6574E**  
**As of September 28, 2022**

Subject: Revisions to Electric Schedule EDR - Economic Development Rate and Sample Form 79-1223, Agreement for Economic Development Rate on Electric Service in Compliance with Decision 21-11-016

Division Assigned: Energy

Date Filed: 05-18-2022

Date to Calendar: 05-25-2022

Authorizing Documents: D2111016

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>06-17-2022</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Stuart Rubio

415-973-4587

[PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**PUBLIC UTILITIES COMMISSION**  
505 Van Ness Avenue  
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**



**Sidney Bob Dietz II**  
Director  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415-973-3582

May 18, 2022

**Advice 6574-E**

(Pacific Gas and Electric Company U 39 E)

Public Utilities Commission of the State of California

**Subject: Revisions to Electric Schedule EDR - Economic Development Rate and Sample Form 79-1223, Agreement for Economic Development Rate on Electric Service in Compliance with Decision 21-11-016**

Pacific Gas and Electric Company (PG&E) hereby submits for filing required revisions to its electric tariff. The applicable tariff sheets are listed in the enclosed Attachment 1.

**Purpose**

The purpose of this advice letter is to propose revisions to PG&E's Electric Schedule EDR - Economic Development Rate and approval of the Agreement for Economic Development Rate on Electric Service (Form 79-1223) in compliance with Ordering Paragraph (OP) 18 of Decision (D.) 21-11-016 in PG&E's 2020 General Rate Case (GRC) Phase II. To facilitate the transition to the revised economic development rate, PG&E is proposing to retire the current Agreement for Economic Development Rate (Form 79-1154) thirty days after Commission approval of this Advice Letter.

**Background**

PG&E's Economic Development Rate (EDR) tariff was originally adopted by the California Public Utilities Commission (CPUC) on October 3, 2013, in D.13-10-019. The EDR tariff offers a reduced electric rate over a five-year period to help bring new businesses to California and retain companies that are already here when there are competitive options causing them to consider closing operations or leaving the State.

On November 22, 2019, PG&E filed its 2020 GRC Phase II application and served prepared testimony proposing to continue its EDR rate program, which was subsequently updated on May 15, 2020 and in PG&E's July 16, 2020 (Errata).<sup>1</sup>

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<sup>1</sup> See Exhibit (PG&E-03), July 2020 Errata, Chapter 7 (David Gutierrez), dated July 16, 2020.

Responsive testimony on EDR rate design issues was served on October 23, 2020 by the Public Advocates Office (Cal Advocates),<sup>2</sup> and on November 20, 2020 by Joint Community Choice Aggregators (Joint CCAs).<sup>3</sup>

Settlement talks with the parties interested in EDR began in December 2020, but because a final settlement agreement had not been reached before the Rebuttal deadline, PG&E served its Rebuttal testimony<sup>4</sup> in the 2020 GRC Phase II on February 26, 2021.

On April 7, 2021, a Settlement Agreement was finalized on proposed revisions to EDR rate design (EDR Settlement), signed by Energy Users Forum (EUF), Joint Community Choice Aggregators (Joint CCAs), PG&E, the Public Advocates Office at the California Public Utilities Commission (Cal Advocates), and Small Business Utility Advocates (SBUA) (collectively the EDR Settling Parties). On April 8, 2021, PG&E filed a motion requesting that the Commission approve the EDR Settlement.<sup>5</sup> There was no opposition to the Motion for Adoption of the EDR Settlement.

On November 19, 2021, the Commission issued D. 21-11-016, which, among other things, approved the EDR Settlement.

Ordering Paragraph 18 of D. 21-11-016, states:

“Pacific Gas and Electric Company (PG&E) shall implement the elements of the economic development rate settlement as soon as practicable.<sup>6</sup>”

PG&E requests the termination date for the current Schedule EDR and Economic Development Agreement (Form 79-1154) be thirty (30) days after Commission approval of this Advice Letter to provide a reasonable amount of time for PG&E to: (1) educate local economic development agencies about the modified program, (2) advise prospective customers that are already in the application stage of the changes in the previous economic development rate and its eligibility requirements, and (3) prepare updates to PG&E’s economic development website and EDR marketing materials.

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<sup>2</sup> See Cal Advocates Prepared Testimony, Chapter 8 (Vanessa Martinez), dated October 23, 2020.

<sup>3</sup> See Joint CCAs Prepared Testimony of Andrew J. Reger, dated November 20, 2020.

<sup>4</sup> See Exhibit (PG&E-7), Rebuttal Testimony of PG&E, Chapter 14 (David Gutierrez, Dan Pease), dated February 26, 2021.

<sup>5</sup> The EDR Settlement Agreement was supplemental to the Motion for adoption of the Streetlight Rate Design Settlement Agreement, filed with the CPUC on February 23, 2021, and the Residential Rate Design Settlement Agreement filed on March 29, 2021.

<sup>6</sup> Decision 21-11-016, issued November 19, 2021, p. 169.

**Tariff Revisions**

In compliance with D. 21-11-016, PG&E is proposing the following revisions:

1. Electric Schedule EDR - Economic Development Rate has been revised to incorporate the approved tariff changes. Redline changes to the prior electric Schedule EDR - Economic Development Rate are shown in Attachment A.
2. PG&E's Agreement for Economic Development Rate on Electric Service has been revised to incorporate the approved tariff changes and renumbered from Form 79-1154 to Form 79-1223. Redline changes to the prior Agreement for Economic Development Rate on Electric Service (Form 79-1154) used as the basis for the updated Agreement For Economic Development Rate On Electric Service (Form 79-1223) are shown in Attachment B. PG&E will submit a separate advice letter to request Commission approval to retire the existing Agreement For Economic Development Rate On Electric Service (Form 79-1154).

**Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than June 7, 2022, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II  
Director, Regulatory Relations  
c/o Megan Lawson  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

**Effective Date**

PG&E requests that this Tier 2 advice filing become effective on regular notice, June 17, 2022, which is 30 calendar days after the date of submittal.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list and the parties on the service list for A.19-11-019. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

          /S/          

Sidney Bob Dietz II  
Director, Regulatory Relations

**Attachments:**

Attachment A – Redline changes to Schedule EDR, Economic Development Rate

Attachment B - Redline changes to Agreement for Economic Development Rate on Electric Service Form 79-1154 which is renumbered as Form 79-1223

cc: Service List A.19-11-019



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Stuart Rubio

Phone #: (415) 973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: SHR8@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
 PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6574-E

Tier Designation: 2

Subject of AL: Revisions to Electric Schedule EDR - Economic Development Rate and Sample Form 79-1223, Agreement for Economic Development Rate on Electric Service in Compliance with Decision 21-11-016

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.21-11-016

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 6/17/22

No. of tariff sheets: 10

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: See attachment 1

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Clear Form

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
53119-E	Electric Sample Form No. 79-1223 Agreement For Economic Development Rate On Electric Service Sheet 1	
53120-E	ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE Sheet 1	43025-E
53121-E	ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE Sheet 2	43026-E
53122-E	ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE Sheet 3	44829-E*
53123-E	ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE Sheet 4	43028-E
53124-E	ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE Sheet 6	43030-E
53125-E	ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE Sheet 7	43031-E
53126-E	ELECTRIC TABLE OF CONTENTS Sheet 1	52878-E
53127-E	ELECTRIC TABLE OF CONTENTS Sheet 4	52989-E
53128-E	ELECTRIC TABLE OF CONTENTS Sheet 32	52545-E



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

## DISTRIBUTION

- Customer (Original)
- Area
- Service Analysis (Original)
- Customer Billing
- \_\_\_\_\_

## REFERENCES

SA #: \_\_\_\_\_  
 Premises #: \_\_\_\_\_  
 Control #: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This agreement is made between \_\_\_\_\_ a(n) \_\_\_\_\_ ("Applicant"), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and if applicable, shall be made part of PG&E's Electric Service Agreement, General Service - Time Metered.

**RECITALS:** The Economic Development Rate (Schedule EDR) was established and is made available to qualified customers in PG&E's service territory, subject to approval by PG&E and the California Governor's Office of Business Investment Services (GO-Biz). Schedule EDR is a five-year rate reduction.

**AGREEMENT:** Applicant and PG&E agree to the following terms and conditions:

1. QUALIFICATION CRITERIA.  
*(Please mark the appropriate space below)*

a. \_\_\_\_\_ **Above 150 kW of demand:** Applicant is or will be a customer, eligible for and receiving service under Schedule A-10, E-19, E-20, B-10, B-19, or B-20 or its successor rate schedule. A customer with multiple service accounts within a single aggregation envelope, as defined in PG&E's Schedule EDR, may aggregate load from their Schedule A-1, A-6, A-10, B-1, B-6, and B-10 service accounts for purposes of meeting the minimum 150 kilowatts (kW) threshold required for eligibility under Schedule EDR, subject to the conditions in Schedule EDR. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of types of customers that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR.

The electric load subject to this agreement is a maximum billing demand of at least 150 kW of net new load to the state of California or of net retained load in the state of California, which is regularly supplied by PG&E. The minimum 150 kW of net new or retained load must be maintained for at least three consecutive months during the initial 12 months of this agreement. Only new or retained load that will be regularly served by PG&E will be eligible for this rate reduction.

b. \_\_\_\_\_ **150 kW of demand and below:** Applicant is or will be a Small Business Customer as defined herein, eligible for and receiving service under Schedule A-1, A-6, B-1 or B-6 or its successor rate schedule, with less than 150 kW of load. All other conditions of Schedule EDR apply. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of types of customers that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR. Only new or retained load

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at [pge.com/privacy](http://pge.com/privacy).

## AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

that will be regularly served by PG&E will be eligible for this rate reduction.

Applicant eligibility shall be subject to the review and approval of the California Governor's Office of Business and Economic Development (GO-Biz), without which approval PG&E shall not be required to provide the rate reduction.

2. RATE REDUCTION. Electric service to Applicant's premises shall be delivered under Applicant's otherwise applicable tariff (OAT), which is \_\_\_\_\_. Subject to the customer's qualifications and availability under the program limits as set forth in Schedule EDR, *Economic Development Rate*, the applicable rate option will be one of the following (*Please mark the appropriate space below*):

- a. \_\_\_\_\_ The Standard EDR Option provides a rate reduction of twelve (12) percent off the customer's bundled net OAT charges (excluding taxes) for five years.
- b. \_\_\_\_\_ The Mid-Enhanced EDR Option provides a rate reduction of eighteen (18) percent off the customer's bundled net OAT charges (excluding taxes) for five years for a customer (a) receiving service on a Secondary or Primary service voltage; (b) located in either: (i) a county with an annual unemployment rate between 130 percent and 150 percent of the state's average annual unemployment rate as reported on the most recent Report 400 C Monthly Labor Force Data for Counties, Annual Average Revised, or (ii) a city with annual unemployment rates between 130 percent and 150 percent of the state's annual unemployment rate as reported on the most recent Monthly Labor Force Data for Cities and Census Designated Places Annual Average Revised, issued annually by the State of California Employment Development Department, and (c) either the county or city has an unemployment rate above five (5) percent.
- c. \_\_\_\_\_ The Enhanced EDR Option provides a rate reduction of twenty (20) percent off the customer's bundled net OAT charges (excluding taxes) for five years for a customer (a) receiving service on a Secondary or Primary service voltage; (b) located in either: (i) a county with annual unemployment rates greater than 150 percent of the state's average annual unemployment rate as reported on the most recent Report 400 C Monthly Labor Force Data for Counties, Annual Average Revised, or (ii) in a city with annual unemployment rates greater than 150 percent of the State's annual unemployment rate as reported on the most recent Monthly Labor Force Data for Cities and Census Designated Places, Annual Average Revised, issued annually by the State of California Employment Development Department, and (c) either the county or city has an unemployment rate above five (5) percent. Customers locating in a county or city where the unemployment rate is above 11 percent (based on the same State of California labor reports listed immediately above), even if the local unemployment rate is less than 150 percent of the state's unemployment rate, are also eligible for the Enhanced EDR Option.

## AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

This rate reduction shall be calculated in the manner set forth in Schedule EDR. The rate reduction percentage shall be \_\_\_\_\_ percent for this agreement.

3. APPLICABLE LOAD. PG&E reserves the right to reduce the contracted demands stated by the Applicant below, if it is determined that the Applicant's actual load at full operation of the facility after the Commencement Date of this Agreement, is more than 10% less than the contracted maximum demands stated below.

*[Please mark the appropriate space below, indicating whether this is an agreement for the Applicant's entire load or only a portion of the Applicant's load.]*

- a. \_\_\_\_\_ New Customer Locating or Existing Customer Retaining (includes avoidance of business closure) Entire Load in PG&E's Service Territory.

The Customer's entire load will be eligible for the rate reduction. The maximum contracted demand is estimated to be \_\_\_\_\_ kW.

- b. \_\_\_\_\_ Retention of Customer's Partial Load or Expansion of Existing Customer's Load.

For expansion and retention cases for only part of a customer's load, the rate reduction will be calculated only on that portion of demand and usage added or retained. The contracted demand of the partially retained or expanded load is estimated to be \_\_\_\_\_ kW.

The Excluded Demands are determined by averaging the Applicant's four highest measured maximum demands during each of the two seasonal 6-month periods preceding the execution date of this agreement, if available. If Applicant separately meters the Reserved Demand, Applicant's Excluded Demand will be zero (0) for both seasons. PG&E and Applicant agree that the Excluded Demand is:

Summer period: \_\_\_\_\_ kW

Winter period: \_\_\_\_\_ kW

The EDR Ratio for each month is defined as the difference between the Applicant's maximum demand for that month and the Excluded Demand divided by that same month's maximum demand. If the EDR Ratio is negative, there will be no rate reduction for that month, or in other words, the EDR Ratio will be zero (0). The EDR Ratio shall be a fraction no greater than one (1) or less than zero (0).

## **AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE**

4. **COMMENCEMENT DATE.** The rate reduction shall commence on the Applicant's regularly scheduled meter read day in the month of \_\_\_\_\_, 20\_\_\_\_ which is within a 24-month period of the date of execution of this agreement, as required by rate Schedule EDR, Special Condition 2.

5. **METERING.** Applicant agrees to be responsible for all costs associated with providing separate electric metering if PG&E, at its sole discretion, deems such metering a necessary condition to implement this rate. If Applicant is deemed to require separately metered reserved demand, Applicant must have metering in place before the rate reduction will apply. Applicant's inability to have required metering in place shall not delay the commencement date provided for in Section 4 by which Applicant would have otherwise received the rate reduction.

6. **TERM OF AGREEMENT & NO RENEWALS.** This agreement shall take effect immediately and remain in effect for a term of five (5) years following the commencement date of the rate reduction, subject to all of the other conditions of this agreement Applicant will not be eligible to receive a renewed EDR rate reduction agreement in the future for any load previously served under this agreement, or any previous PG&E Economic Development program..

7. **TERMINATION OF AGREEMENT.** Applicant may terminate this agreement upon 30 days written notice. PG&E may also terminate this agreement upon 30 days written notice in the event Applicant no longer meets the qualifications described elsewhere in this Agreement and in rate Schedule EDR. Notwithstanding these rights of termination, the Applicant shall be subject to Liquidated Damages as provided for in Section 13 of this agreement

8. **TRANSFERS OFF OF SCHEDULES A-10, E-19, E-20, B-10, B-19 AND B-20 (Does not apply to a Small Business Customer).** If Applicant's maximum demand drops for a period of time so that the Applicant is no longer eligible for A-10, E-19, E-20, B-10, B-19 or B-20, or its successor rate schedule, or if the Applicant's maximum billing demand falls under 150 kW for twelve consecutive months, the Applicant will be ineligible for continuing service under rate Schedule EDR, unless Applicant can establish – to PG&E's satisfaction – that the reduction was due to Applicant's energy usage reduction efforts.

9. **ENERGY USAGE REDUCTION REQUIREMENT AND AUDIT.** Applicant hereby grants to PG&E the right to conduct a plan review, site inspection and/or energy audit for the purpose of identifying and making available applicable energy usage reduction options. PG&E will advise Applicant of cost-effective energy usage reduction options, which may include. any energy efficiency projects, demand-side management solutions, participation in demand-response programs that reduce energy use by 5% over a year cumulatively, savings-by-design for new builds that exceed California's building requirements for energy reductions of 5% or more, on-site renewables generation, among other methods (but excluding fossil-fuel, on-site generation). Applicants for all three types of EDR rate reductions shall implement measures, such as those presented by PG&E, to achieve a 5% energy usage reduction during the term of this EDR agreement. Compliance with this energy usage reduction requirement will be determined through an on-site audit performed by PG&E during year three of this agreement. If the audit shows the Applicant has not yet achieved a 5% energy usage reduction, PG&E may discontinue the rate reduction benefit for the remainder of the term of this agreement, or at PG&E's discretion,

## **AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE**

PG&E may establish an action plan to achieve at least a 5% energy usage reduction, and the plan shall include an additional audit to verify achievement of at least a 5% energy usage reduction within the fifth year of the agreement.

10. **JOBS REPORTING.** Applicant will report to PG&E, by January 15 (or the first business day thereafter) of each year, a listing of each job retained or created during the previous calendar year of the life of this agreement that is attributable to the Applicant's participation in the economic development rate program. Applicant will also include the amount of wage and benefits attributable to each job so listed.

11. **THIRD-PARTY VERIFICATION.** Applicants who are projected by PG&E to receive over one hundred thousand (100,000) dollars of savings per year from the EDR are subject to an annual, third-party, after-the-fact EDR audit. The purpose of the audit is to verify contribution to margin, the number of jobs created, wages and benefit information, and document other indirect economic benefits to the community. (See also Section 9 above regarding separate audit of 5% or more energy usage reduction, to take place during year three of the agreement.)

12. **"BUT FOR" TEST.** Applicant attests that "but for" the terms of this agreement, either on its own or in combination with a package of offerings and/or other incentives and consideration factors made available to the Applicant from other sources, the Applicant would not have moved its operations to California from elsewhere, or retained, or expanded its operations within California. Applicant shall sign the attached affidavit to that effect.

13. **LIQUIDATED DAMAGES.** If this agreement is terminated due to Applicant's misrepresentation or fraud, Applicant shall be liable for liquidated damages that equal 200% of the cumulative difference between (i) the bills calculated under the Schedule EDR rate to the date of termination; and (ii) bills that would have been calculated under the OAT.

14. **ASSIGNMENT.** Applicant may assign this agreement only if PG&E consents in writing and the party to whom the agreement is assigned agrees in writing to be bound by this agreement in all respects.

15. **COMMISSION JURISDICTION.** This agreement shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the state of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. In addition, this agreement shall be subject to all of PG&E's tariffs on file with and authorized by the Commission. This agreement also shall be subject to review in any proceeding the Commission may conduct regarding PG&E's Economic Development Rate program implementation.



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

16. ATTESTATION AND VERIFICATION. Applicant attests and verifies that the information Applicant supplied to PG&E and any other reviewing agency used to qualify Applicant for Schedule EDR is true and correct to the best of Applicant's knowledge.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY:

BY:

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
(Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

## AFFIDAVIT FOR ECONOMIC DEVELOPMENT RATE

By signing this affidavit, an Applicant who retains or expands load in the service territory of Pacific Gas and Electric Company (PG&E), or moves its operations to California from elsewhere, hereby certifies and declares under penalty of perjury under the laws of the state of California that the statements in the following paragraphs are true and correct:

1. But for the receipt of the economic development rate reduction and the terms of the Agreement, either on its own or in combination with an economic development incentive package, the Applicant's load would not have been retained or expanded within California, or moved to California from elsewhere.

2. The load to which the Agreement applies represents kilowatt-hours (kWh) and kilowatts (kW) that the Applicant is either:

- a. Using at a business which Applicant is considering closing in the state of California; or
- b. Expanded load at an existing business which Applicant is already operating, which Application was considering not expanding in the State of California; or
- c. Load which the Applicant did not have in the State of California but is considering moving to California from elsewhere.

3. Applicant has discussed with PG&E options for cost-effective energy usage reduction measures. The Applicant understands that during the term of this Agreement, Applicant must make energy usage reductions of at least 5% relative to existing building codes, which will in turn reduce their electric bills as well as the load they place on the Utility System.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name)

TITLE: \_\_\_\_\_



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 1

APPLICABILITY: This schedule is available to qualified customers locating, expanding, or retaining load on PG&E's electric transmission and/or distribution system, or to customers who would otherwise cease operations, subject to the conditions described below. Customers taking service on Schedule EDR must sign an Agreement for Economic Development Rate on Electric Service (Form No. 79-1223). (T)

Eligible customers, except Small Business Customers, as defined herein, are those on or electing existing Schedule A-10, E-19, E-20, B-10, B-19, or B-20 or their successor rate schedule with at least 150 kW of aggregate load and that are actively pursuing out-of-state location options for their load or would otherwise cease operations. A customer with multiple service accounts within a single aggregation envelope, as defined herein, may aggregate load from their Schedule A-1, A-6, A-10, B-1, B-6, and B-10 service accounts for purposes of meeting the minimum 150 kW threshold required for eligibility under Schedule EDR. The aggregation envelope must be within one conceptually contiguous campus if it is a multi-building or multi-meter facility. This aggregation of buildings and meters may be separable by public or private streets and walkways. This provision is not, however, intended to allow a company to aggregate separate facilities beyond that campus, such as across an entire city or region. At most, the meters to be aggregated must be within a 1,500-foot radius. Eligible Small Business Customers are those on or electing existing Schedule A-1, A-6, B-1, or B-6 or their successor rate schedule, with less than 150 kW of load and that are actively pursuing out-of-state location options for their load or would otherwise cease operations. (T)

For existing customers with load served by EDR or a previous PG&E Economic Development Program, their existing load is not eligible for Economic Development rate reductions beyond the five-year term of that Agreement. The EDR is intended as a temporary benefit to attract or retain businesses in California that is not renewable on a perpetual basis. However, if that existing customer will have additional demand not previously served under a PG&E Economic Development program then it may qualify for service under Schedule EDR if it meets all other eligibility requirements. Such load must be at least 150 kW except for Small Business Customers and may not have been previously served under Schedule EDR or a previous PG&E Economic Development Program. New or additional billing demand does not include billing demand that exists within the State of California at the time eligibility is determined.

Bundled, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers are eligible for Schedule EDR. (T)

Residential customers, state or local government customers and those customers receiving service under Schedule E-31 are not eligible for this rate schedule.

(Continued)

<i>Advice</i>	6574-E	<i>Issued by</i>	<i>Submitted</i>	<u>May 18, 2022</u>
<i>Decision</i>	21-11-016	<b>Robert S. Kenney</b>	<i>Effective</i>	<u>June 12, 2022</u>
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	<u></u>



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 2

**TERRITORY:** This schedule is available to customers within PG&E's electric service territory.

**RATES:** The Standard Economic Development Rate (EDR) Option provides a rate reduction of twelve (12) percent off the customer's bundled otherwise applicable tariff (OAT) charges (excluding taxes) for five years. It will be applicable to qualified customer load that meets the EDR eligibility requirements.

The Mid-Enhanced EDR Option provides a rate reduction of eighteen (18) percent off the customer's bundled OAT charges (excluding taxes) for five years. It will be applicable to qualified customer load that (a) is served on a Secondary or Primary service voltage; (b) meets the EDR eligibility requirements, (c) are locating in a county or city experiencing an annual unemployment rate between 130 percent and 150 percent of the state's average unemployment rate, but the actual unemployment rate is still above five (5) percent, and (d) either the county or city has an unemployment rate above five (5) percent as of the date of the customer's EDR application. (T)

The Enhanced EDR Option provides a rate reduction of twenty (20) percent off the customer's bundled OAT charges (excluding taxes) for five years. It will be applicable to qualified customer load that (a) is served on a Secondary or Primary service voltage; (b) meets the EDR eligibility requirements, (c) are locating in a county or city experiencing an annual unemployment rate greater than 150 percent of the state's average unemployment rate, but the actual unemployment rate is still above five (5) percent, and (d) is locating in a county or city where the unemployment rate is above eleven (11) percent, even if the local unemployment rate is less than 150 percent of the state's unemployment rate as of the date of the customer's EDR application. (T)

The list of counties and cities eligible for the Mid-Enhanced EDR or Enhanced EDR Option will be revised annually based on the most recent Report 400 C, Monthly Labor Force Data for Counties, Annual Average - Revised, and the most recent Monthly Labor Force Data for Cities and Census Designated Places, Annual Average - Revised, issued annually by the State of California Employment Development Department. If a given county or city is eliminated from the list of counties or cities eligible for the Mid-Enhanced EDR or Enhanced EDR Option in a given year, any EDR applicant in that county or city would still be eligible for the Mid-Enhanced EDR or Enhanced EDR Option rate reduction if their EDR application was received by PG&E or the California Governor's Office of Business and Economic Development (GO-Biz) before the State of California Employment Development Department submits its Annual Revised Report 400 C. Customers already approved for the Mid-Enhanced EDR or Enhanced EDR Option would continue to receive the Mid-Enhanced EDR or Enhanced EDR Option rate reduction regardless of future changes in the unemployment status of the county or city in which they are located.

(Continued)

<i>Advice</i>	6574-E	<i>Issued by</i>	<i>Submitted</i>	<u>May 18, 2022</u>
<i>Decision</i>	21-11-016	<b>Robert S. Kenney</b>	<i>Effective</i>	<u>June 12, 2022</u>
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	<u></u>



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 3

RATES:  
(Cont'd.)

If the cap on a higher rate reduction tier is exhausted, a customer may qualify for a lower tier per Section 7 below.

This rate reduction for either the Standard EDR Option, Mid-Enhanced EDR Option, or the Enhanced EDR Option shall be calculated on the rate components of the customer's bill that correlate to services PG&E provides the customer.

For bundled customers, the appropriate rate reduction, either 12, 18 or 20 percent, will be applied to the total net bundled charges (i.e., including the generation charges) after application of any applicable rider tariffs, excluding taxes. Net charges before taxes include Peak Day Pricing (PDP) charges/credits, Demand Response Program benefits/charges, Net-Energy Metering (NEM) credits, etc. The amount of the rate reduction will then be allocated to reduce the customer's OAT generation and distribution charges. Specifically, the amount of the rate reduction will be allocated to reduce the OAT generation and distribution in the following proportions based on each customer's service voltage. (T)

	Transmission	Primary	Secondary
Generation	78%	35%	40%
Distribution	22%	65%	60%

For DA and CCA Service customers, the rate reduction on distribution charges for a similarly situated bundled customer will be applied to the net charges owed to the utility. The net charges owed to the utility excludes generation charges but includes generation-related charges applicable to DA and CCA Service customers such as the Power Charge Indifference Adjustment (PCIA). (T)

The DA and CCA Service rate reduction will be developed by first calculating the net bundled charges under the OAT, and then applying the rate reduction to generation and distribution in the manner described above. The resulting distribution charge will be the distribution charge applicable to DA and CCA Service customers. And, therefore, the amount of the EDR rate reduction for DA and CCA Service customers will be equal to the difference between the customer's OAT distribution charge and the distribution charge resulting from the calculation above. (T)

For cases of customer expansion or retention where only part of the customer's load qualifies under the Applicability section above, the rate reduction will be applied only to that portion of demand and usage added or retained. (T)

(Continued)



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 4

PROGRAM EXPIRATION This schedule will remain open to new participants until enrollment of the maximum amount of megawatts of aggregate customer demand within PG&E's service territory is reached per Section 7 below. For Small Business Customers, this schedule will remain open to new participants until enrollment of 10 megawatts of aggregate Small Business Customer demand within PG&E's service territory is reached. (T)  
(T)  
(T)

This schedule will also remain in effect until such time the last agreement expires or terminates.

SPECIAL CONDITIONS:

1. **California Governor's Office of Business and Economic Development (GO-Biz):** PG&E will consult with the Governor's Office of Business and Economic Development (Go-Biz) in order to coordinate the eligibility determination of prospective EDR customers. GO-Biz will authorize the final approval of the application. If new information arises or there is a material change with the application, during or after the GO-Biz approval, customer is required to report this change and will be subject to requalification of eligibility. (T)  
(T)
2. **Contract:** Service under this schedule is provided under a five-year agreement, Agreement for Economic Development Rate (79-1223) subject to the provisions of Special Condition 3, below. The Customer will not be eligible to receive a renewed EDR rate reduction agreement for any load previously served under Schedule EDR or any previous PG&E Economic Development program. (T)
3. **Start Date:** The start date of the five-year rate reduction period shall commence within 24 months from the date of execution of the contract for service and shall be designated by the customer within the agreement.
4. **Metering:** Separate electric metering for new or additional load may be required if, in PG&E's sole opinion, it is necessary to provide service under this schedule. The customer will be responsible for any costs associated with providing separate electric metering.

(Continued)



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 6

SPECIAL  
CONDITIONS:  
(Cont'd.)

7. **Program Cap and Other Limits:** For 2021-2023, PG&E may retain any unused load space left under the 2018-2020 Program Cap of 145 MW. The unused 2018-2020 Program Cap space shall be allocated as follows: (T)

a. Large Business Customers: (N)

TIER	ALLOCATION OF REMAINING CAP
1 - Standard EDR (12% rate reduction)	20%
2 - Mid-Enhanced EDR (18% rate reduction)	20%
3 - Enhanced EDR (20% rate reduction)	20%
4 - Unrestricted (Tiers 1 - 3)	40%

(T)

b. Small Business Customers: (N)

TIER	ALLOCATION OF REMAINING CAP
1 - Standard EDR (12% rate reduction)	0%
2 - Mid-Enhanced EDR (18% rate reduction)	0%
3 - Enhanced EDR (20% rate reduction)	0%
4 - Unrestricted (Tiers 1 - 3)	100%

(N)

(N)

In addition, for the period 2021-2023, PG&E is allowed an additional 150 MW of load space for large business customers and an additional 5 MW of load space for Small Business Customers which is to be allocated to Tier 4, Unrestricted. (T)

(T)

The load of new EDR participants will be first allocated to the applicable restricted tier. Once a tier cap is reached, then the EDR participant's load can be allocated to either the unrestricted amount or to a lower tier along with a lower discount rate at PG&E's discretion. A participant not meeting the eligibility requirements may not be placed in a higher tier and receive the higher discount amount if space is not available in the lower tier.

Load space allocated to an EDR participant whose agreement naturally terminated at the end of five years will be retired and may not be used to support other EDR applications.

8. **Confidential Information:** Each EDR applicant must acknowledge and consent to provide PG&E and GO-Biz, on a confidential basis, with information necessary to determine eligibility and to conduct assessments for energy usage reduction potential. Applicant information may also be subject to subsequent regulatory review.

(L)  
(L)

(Continued)



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 7

SPECIAL  
CONDITIONS:  
(Cont'd.)

- 9. **Program Outreach:** Within five (5) business days of PG&E pre-qualifying an applicant for rate Schedule EDR, with the EDR applicant's consent, PG&E will inform any Community Choice Aggregator (CCA) serving the EDR applicant's electric service area and share the same customer contact information, load data and estimates received by PG&E with the CCA on a confidential basis in order to assist the CCA in their cost-of-service analysis and outreach. (N)
- 10. **Third-Party Verification:** EDR applicants who are projected by PG&E to receive over one hundred thousand (100,000) dollars of savings per year from the EDR program are subject to, and must agree to an annual, third-party, after-the-fact EDR audit. The purpose of the audit is to verify contribution to margin, the number of jobs created, wages and benefit information, and document other indirect economic benefits to the community. The third-party EDR audit will be conducted no sooner than one (1) year after the customer's EDR discount starts. (L)/(T)
- 11. **Contribution-To-Margin (CTM):** Existing customers who would otherwise cease operation (Retention Customer) with at least twelve (12) months of PG&E billing information available will be subject to a before -the-fact CTM analysis based upon their most recent 12 prior month period. A Retention Customer will not be eligible for an EDR Option that would cause a negative CTM. (T)
- 12. **Small Business Customers:** For purposes of determining eligibility under this rate Schedule, a Small Business Customer shall be a non-residential customer eligible for and receiving service under Schedule A-1, A-6, B-1, or B-6 or its successor rate schedule. (T)
- 13. **Competitive Neutrality:** (T)
  - (a) Merced ID and Modesto ID exclusion areas: PG&E may not offer either the Mid-Enhanced EDR Option or Enhanced EDR Option to customers within (1) Merced Irrigation District service area (see Merced ID "Electric Service Area Map" as of June 6, 2017), or the "Four Cities area" (e.g., Escalon, Oakdale, Riverbank and Ripon) located within the area where Modesto Irrigation District provides electric transmission and distribution service (see Public Utilities Code section 9610(b)(1) and Modesto ID "Electric Service Area Map," <http://www.mid.org/mid-map.pdf>).
  - (b) South San Joaquin Irrigation District (SSJID) exclusion area: If and when SSJID begins to offer retail electric distribution service to retail electric customers within SSJID's existing irrigation boundaries during the period from 2021-2023, PG&E may not offer either Mid-Enhanced EDR Option or Enhanced EDR Option to customers where PG&E and SSJID compete to offer electric distribution service. (T)





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(Continued)

# **Attachment A**

Redline changes to Schedule EDR, Economic Development Rate



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 1

APPLICABILITY: This schedule is available to qualified customers locating, expanding, or retaining load on PG&E's electric transmission and/or distribution system, or to customers who would otherwise cease operations, subject to the conditions described below. Customers taking service on Schedule EDR must sign an Agreement for Economic Development Rate on Electric Service (Form No. 79-~~4154~~1223). (T)

Eligible customers, except Small Business Customers, as defined herein, are those on or electing existing Schedule A-10, E-19, ~~or E-20~~, B-10, B-19, or B-20 or their successor rate schedule with at least 150 kW of aggregate load and that are actively pursuing out-of-state location options for their load or would otherwise cease operations. A customer with multiple service accounts within a single aggregation envelope, as defined herein, may aggregate load from their Schedule A-1, A-6, ~~and A-10~~, B-1, B-6, and B-10 service accounts for purposes of meeting the minimum 150 kW threshold required for eligibility under Schedule EDR. The aggregation envelope must be within one conceptually ~~contiguous~~ campus if it is a multi-building or multi-meter facility. This aggregation of buildings and meters may be separable by public or private streets and walkways. This provision is not, however, intended to allow a company to aggregate separate facilities beyond that campus, such as across an entire city or region. At most, the meters to be aggregated must be within a 1,500-foot radius. Eligible Small Business Customers are those on or electing existing Schedule A-1, ~~or A-6~~, B-1, or B-6 or their successor rate schedule, with less than 150 kW of load and that are actively pursuing out-of-state location options for their load or would otherwise cease operations. (T)

For existing customers with load served by EDR or a previous PG&E Economic Development Program, their existing load is not eligible for Economic Development rate reductions beyond the five-year term of that Agreement. The EDR is intended as a temporary benefit to attract or retain businesses in California that is not renewable on a perpetual basis. However, if that existing customer will have additional demand not previously served under a PG&E Economic Development program then it may qualify for service under Schedule EDR if it meets all other eligibility requirements. Such load must be at least 150 kW except for Small Business Customers and may not have been previously served under Schedule EDR or a previous PG&E Economic Development Program. New or additional billing demand does not include billing demand that exists within the State of California at the time eligibility is determined.

Bundled, ~~direct~~ Direct access-Access (DA) and ~~community~~ Community choice Choice aggregation-Aggregation Service (CCA Service) customers are eligible for Schedule EDR. (T)

Residential customers, state or local government customers and those customers receiving service under Schedule E-31 are not eligible for this rate schedule.

(Continued)

Advice 5382-E  
Decision 18-08-013

Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Submitted September 14, 2018  
Effective October 14, 2018  
Resolution



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 2

TERRITORY: This schedule is available to customers within PG&E's electric service territory.

RATES: The Standard Economic Development Rate (EDR) Option provides a rate reduction of twelve (12) percent off the customer's bundled otherwise applicable tariff (OAT) charges (excluding taxes) for five years. It will be applicable to qualified customer load that meets the EDR eligibility requirements.

The Mid-Enhanced EDR Option provides a rate reduction of eighteen (18) percent off the customer's bundled OAT charges (excluding taxes) for five years. It will be applicable to qualified customer load that (a) is served on a Secondary or Primary service voltage; (ba) meets the EDR eligibility requirements, (cb) are locating in a county or city experiencing an annual unemployment rate between 130 percent and 150 percent of the state's average unemployment rate, but the actual unemployment rate is still above five (5) percent, and (de) either the county or city has an unemployment rate above five (5) percent as of the date of the customer's EDR application. (T) (T) (T)

The Enhanced EDR Option provides a rate reduction of twenty-five (2520) percent off the customer's bundled OAT charges (excluding taxes) for five years. It will be applicable to qualified customer load that (a) is served on a Secondary or Primary service voltage; (ba) meets the EDR eligibility requirements, (cb) are locating in a county or city experiencing an annual unemployment rate greater than 150 percent of the state's average unemployment rate, but the actual unemployment rate is still above five (5) percent, and (de) is locating in a county or city where the unemployment rate is above eleven (11) percent, even if the local unemployment rate is less than 150 percent of the state's unemployment rate as of the date of the customer's EDR application. (T) (T) (T)

The list of counties and cities eligible for the Mid-Enhanced EDR or Enhanced EDR Option will be revised annually based on the most recent Report 400 C, Monthly Labor Force Data for Counties, Annual Average - Revised, and the most recent Monthly Labor Force Data for Cities and Census Designated Places, Annual Average - Revised, issued annually by the State of California Employment Development Department. If a given county or city is eliminated from the list of counties or cities eligible for the Mid-Enhanced EDR or Enhanced EDR Option in a given year, any EDR applicant in that county or city would still be eligible for the Mid-Enhanced EDR or Enhanced EDR Option rate reduction if their EDR application was received by PG&E or the California Governor's Office of Business and Economic Development (GO-Biz) before the State of California Employment Development Department submits its Annual Revised Report 400 C. Customers already approved for the Mid-Enhanced EDR or Enhanced EDR Option would continue to receive the Mid-Enhanced EDR or Enhanced EDR Option rate reduction regardless of future changes in the unemployment status of the county or city in which they are located.

(Continued)

Advice	5382-E	Issued by	Submitted	September 14, 2018
Decision	18-08-013	<b>Robert S. Kenney</b>	Effective	October 14, 2018
		Vice President, Regulatory Affairs	Resolution	



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 3

RATES:  
(Cont'd.)

If the cap on a higher rate reduction tier is exhausted, a customer may qualify for a lower tier per Section 7 below.

This rate reduction for either the Standard EDR Option, Mid-Enhanced EDR Option, or the Enhanced EDR Option shall be calculated on the rate components of the customer's bill that correlate to services PG&E provides the customer.

For bundled customers, the appropriate rate reduction, either 12, 18 or ~~25-20~~ percent, will be applied to the total net bundled charges (i.e., including the generation charges) after application of any applicable rider tariffs, excluding taxes. Net charges before taxes include Peak Day Pricing (PDP) charges/credits, Demand Response Program benefits/charges, Net-Energy Metering (NEM) credits, etc. The amount of the rate reduction will then be allocated to reduce the customer's OAT generation and distribution charges. Specifically, the amount of the rate reduction will be allocated to reduce the OAT generation and distribution in the following proportions based on each customer's service voltage.

(T)

	Transmission	Primary	Secondary
Generation	<del>9578</del> %	<del>7035</del> %	<del>6040</del> %
Distribution	<del>522</del> %	<del>3065</del> %	<del>4060</del> %

(T)

(T)

For ~~Direct Access (DA)~~ and ~~Community Choice Aggregation (CCA)~~ Service customers, the rate reduction on distribution charges for a similarly situated bundled customer will be applied to the net charges owed to the utility. The net charges owed to the utility excludes generation charges, but includes generation-related charges applicable to DA and CCA Service customers such as the Power Charge Indifference Adjustment (PCIA).

(T)

(T)

The DA and CCA Service rate reduction will be developed by first calculating the net bundled charges under the OAT, and then applying the rate reduction to generation and distribution in the manner described above. The resulting distribution charge will be the distribution charge applicable to DA and CCA Service customers. And, therefore, the amount of the EDR rate reduction for DA and CCA Service customers will be equal to the difference between the customer's OAT distribution charge and the distribution charge resulting from the calculation above.

(T)

(T)

(T)

For cases of customer expansion or retention where only part of the customer's load qualifies under the Applicability section above, the rate reduction will be applied only to that portion of demand and usage added or retained.

(Continued)



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 4

**PROGRAM  
EXPIRATION**

This schedule will remain open to new participants until ~~the earlier of December 31, 2020 or until~~ enrollment of the maximum amount of megawatts of aggregate customer demand within PG&E's service territory is reached per Section 7 below. For Small Business Customers, this schedule will remain open to new participants until ~~the earlier of December 31, 2020 or until~~ enrollment of **5** ~~10~~ megawatts of aggregate Small Business Customer demand within PG&E's service territory is reached.

(T)  
(T)  
(T)

This schedule will also remain in effect until such time the last agreement expires or terminates.

**SPECIAL  
CONDITIONS:**

1. **California Governor's Office of Business and Economic Development (GO-Biz):** PG&E will consult with the Governor's Office of Business and Economic Development (Go-Biz), ~~formerly known as the Office of California Business Investment Services (CalBIS)~~, in order to coordinate the eligibility determination of prospective EDR customers. GO-Biz will authorize the final approval of the application. If new information arises or there is a material change with the application, during or after the GO-Biz approval, customer is required to report this change and will be subject to requalification of eligibility. (T)
2. **Contract:** Service under this schedule is provided under a five-year agreement, Agreement for Economic Development Rate (79-~~11541223~~) subject to the provisions of Special Condition 3, below. The Customer will not be eligible to receive a renewed EDR rate reduction agreement for any load previously served under Schedule EDR or any previous PG&E Economic Development program. (T)
3. **Start Date:** The start date of the five-year rate reduction period shall commence within 24 months from the date of execution of the contract for service and shall be designated by the customer within the agreement.
4. **Metering:** Separate electric metering for new or additional load may be required if, in PG&E's sole opinion, it is necessary to provide service under this schedule. The customer will be responsible for any costs associated with providing separate electric metering.

(Continued)



ELECTRIC SCHEDULE EDR ECONOMIC DEVELOPMENT RATE

Sheet 6

SPECIAL CONDITIONS: (Cont'd.)

7. Program Cap and Other Limits: For 2018-2021-2020-2023, PG&E may retain any unused load space left under the 2014-2018-2017-2020 Program Cap of 200-145 MW. The 2014-2017-unused 2018-2020 Program cap space shall be allocated as follows:

(T) (T)

a. Large Business Customers:

(N)

Table with 2 columns: TIER, ALLOCATION OF REMAINING CAP. Rows include Standard EDR (12% rate reduction), Mid-Enhanced EDR (18% rate reduction), Enhanced EDR (20% rate reduction), and Unrestricted (Tiers 1 - 3).

(T)

b. Small Business Customers:

(N)

Table with 2 columns: TIER, ALLOCATION OF REMAINING CAP. Rows include Standard EDR (12% rate reduction), Mid-Enhanced EDR (18% rate reduction), Enhanced EDR (20% rate reduction), and Unrestricted (Tiers 1 - 3).

(N)

In addition, for the period 2018-2021-2020-2023, PG&E is allowed an additional 60-150 MW of cap-load space for large business customers and an additional 5 MW of load space for Small Business Customers which is to be allocated as follows to Tier 4, Unrestricted.

(T) (T)

Table with 2 columns: TIER, ALLOCATED LOAD. Rows include Standard EDR (12% rate reduction), Mid-Enhanced EDR (18% rate reduction), and Enhanced EDR (25% rate reduction).

(D) (D)

The load of new EDR participants will be first allocated to the applicable restricted tier. Once a tier cap is reached, then the EDR participant's load can be allocated to either the unrestricted amount or to a lower tier along with a lower discount rate at PG&E's discretion.

Load space allocated to an EDR participant whose agreement naturally terminated at the end of five years will be retired and may not be used to support other EDR applications.

8. Confidential Information: Each EDR applicant must acknowledge and consent to provide PG&E and GO-Biz, on a confidential basis, with information necessary to determine eligibility and to conduct assessments for energy usage reduction potential.

9. Third-Party Verification: EDR applicants who are projected by PG&E to receive over one hundred thousand (100,000) dollars of savings per year from the EDR program are subject to, and must agree to an annual, third-party, after-the-fact EDR audit. The purpose of the audit is to verify contribution to margin, the number of jobs created, wages and benefit

(L) (Continued)



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 6

~~information, and document other indirect economic benefits to the community. The third party EDR audit will be conducted no sooner than one (1) year after the customer's EDR discount starts.~~

↓  
(L)

(Continued)

Advice 5382-E  
Decision 18-08-013

Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Submitted September 14, 2018  
Effective October 14, 2018  
Resolution



**ELECTRIC SCHEDULE EDR  
ECONOMIC DEVELOPMENT RATE**

Sheet 7

SPECIAL  
CONDITIONS:  
(Cont'd.)

- 9. Program Outreach: Within five (5) business days of PG&E pre-qualifying an applicant for rate Schedule EDR, with the EDR applicant's consent, PG&E will inform any Community Choice Aggregator (CCA) serving the EDR applicant's electric service area and share the same customer contact information, load data and estimates received by PG&E with the CCA on a confidential basis in order to assist the CCA in their cost-of-service analysis and outreach. (N)
- 910. Third-Party Verification: EDR applicants who are projected by PG&E to receive over one hundred thousand (100,000) dollars of savings per year from the EDR program are subject to, and must agree to an annual, third-party, after-the-fact EDR audit. The purpose of the audit is to verify contribution to margin, the number of jobs created, wages and benefit information, and document other indirect economic benefits to the community. The third-party EDR audit will be conducted no sooner than one (1) year after the customer's EDR discount starts. (L)
- 4011. Contribution-To-Margin (CTM): Existing customers who would otherwise cease operation (Retention Customer) with at least twelve (12) months of PG&E billing information available will be subject to a before -the-fact CTM analysis based upon their most recent 12 prior month period. A Retention Customer will not be eligible for an EDR Option that would cause a negative CTM. (T)
- 4412. Small Business Customers: For purposes of determining eligibility under this rate Schedule, a Small Business Customer shall be a non-residential customer eligible for and receiving service under Schedule A-1, ~~or A-6, B-1, or B-6~~ or its successor rate schedule. (T)
- 4213. Competitive Neutrality: (T)
  - (a) Merced ID and Modesto ID exclusion areas: PG&E may not offer either the Mid-Enhanced EDR Option or Enhanced EDR Option to customers within (1) Merced Irrigation District service area (see Merced ID "Electric Service Area Map" as of June 6, 2017), or the "Four Cities area" (e.g., Escalon, Oakdale, Riverbank and Ripon) located within the area where Modesto Irrigation District provides electric transmission and distribution service (see Public Utilities Code section 9610(b)(1) and Modesto ID "Electric Service Area Map," <http://www.mid.org/mid-map.pdf>).
  - (b) South San Joaquin Irrigation District (SSJID) exclusion area: If and when SSJID begins to offer retail electric distribution service to retail electric customers within SSJID's existing irrigation boundaries during the period from ~~2018~~2021-20202023, PG&E may not offer either Mid-Enhanced EDR Option or Enhanced EDR Option to customers where PG&E and SSJID compete to offer electric distribution service. (T)

## **Attachment B**

Redline changes to Agreement for Economic Development Rate on Electric Service Form 79-1154 which is renumbered as Form 79-1223



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

## DISTRIBUTION

- Customer (Original)
- Area
- Service Analysis (Original)
- Customer Billing
- \_\_\_\_\_

## REFERENCES

SA #: \_\_\_\_\_  
 Premises #: \_\_\_\_\_  
 Control #: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This agreement is made between \_\_\_\_\_ a(n) \_\_\_\_\_ ("Applicant"), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and if applicable, shall be made part of PG&E's Electric Service Agreement, General Service - Time Metered.

**RECITALS:** The Economic Development Rate (Schedule EDR) was established and is made available to qualified customers in PG&E's service territory, subject to approval by PG&E and the California Governor's Office of Business Investment Services (GO-Biz). Schedule EDR is a five-year rate reduction.

**AGREEMENT:** Applicant and PG&E agree to the following terms and conditions:

1. QUALIFICATION CRITERIA.  
*(Please mark the appropriate space below)*

a. \_\_\_\_\_ **Above 150 kW of demand:** Applicant is or will be a customer, eligible for and receiving service under Schedule A-10, E-19, E-20, B-10, B-19, or B-20 or its successor rate schedule. A customer with multiple service accounts within a single aggregation envelope, as defined in PG&E's Schedule EDR, may aggregate load from their Schedule A-1, A-6, A-10, B-1, B-6, and B-10 service accounts for purposes of meeting the minimum 150 kilowatts (kW) threshold required for eligibility under Schedule EDR, subject to the conditions in Schedule EDR. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of types of customers ~~types~~ that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR.

The electric load subject to this agreement is a maximum billing demand of at least 150 kW of net new load to the state of California or of net retained load in the state of California, which is regularly supplied by PG&E. The minimum 150 kW of net new or retained load must be maintained for at least three consecutive months during the initial 12 months of this agreement. Only new or retained load that will be regularly served by PG&E will be eligible for this rate reduction.

b. \_\_\_\_\_ **150 kW of demand and below:** Applicant is or will be a Small Business Customer as defined herein, eligible for and receiving service under Schedule A-1, A-6, B-1 or B-6 or its successor rate schedule, with less than 150 kW of load. All other conditions of Schedule EDR apply. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of types of customers ~~types~~ that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at [pge.com/privacy](http://pge.com/privacy).

## AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

a Community Choice Aggregator may also qualify for Schedule EDR. Only new or retained load that will be regularly served by PG&E will be eligible for this rate reduction.

Applicant eligibility shall be subject to the review and approval of the California Governor's Office of Business and Economic Development (GO-Biz), without which approval PG&E shall not be required to provide the rate reduction.

2. RATE REDUCTION. Electric service to Applicant's premises shall be delivered under Applicant's otherwise applicable tariff (OAT), which is \_\_\_\_\_. Subject to the customer's qualifications and availability under the program limits as set forth in Schedule EDR, *Economic Development Rate*, the applicable rate option will be one of the following (*Please mark the appropriate space below*):

- a. \_\_\_\_\_ The Standard EDR Option provides a rate reduction of twelve (12) percent off the customer's bundled net OAT charges (excluding taxes) for five years.
- b. \_\_\_\_\_ The Mid-Enhanced EDR Option provides a rate reduction of eighteen (18) percent off the customer's bundled net OAT charges (excluding taxes) for five years for a customer (a) receiving service on a Secondary or Primary service voltage: (ab) located in either: (i) a county with an annual unemployment rate between 130 percent and 150 percent of the state's average annual unemployment rate as reported on the most recent Report 400 C Monthly Labor Force Data for Counties, Annual Average Revised, or (ii) a city with annual unemployment rates between 130 percent and 150 percent of the state's annual unemployment rate as reported on the most recent Monthly Labor Force Data for Cities and Census Designated Places Annual Average Revised, issued annually by the State of California Employment Development Department, and (bc) either the county or city has an unemployment rate above five (5) percent.
- c. \_\_\_\_\_ The Enhanced EDR Option provides a rate reduction of twenty-five ~~(25)~~ (2520) percent off the customer's bundled net OAT charges (excluding taxes) for five years for a customer (a) receiving service on a Secondary or Primary service voltage: (ba) located in either: (i) a county with annual unemployment rates greater than 150 percent of the state's average annual unemployment rate as reported on the most recent Report 400 C Monthly Labor Force Data for Counties, Annual Average Revised, or (ii) in a city with annual unemployment rates greater than 150 percent of the State's annual unemployment rate as reported on the most recent Monthly Labor Force Data for Cities and Census Designated Places, Annual Average Revised, issued annually by the State of California Employment Development Department, and (bc) either the county or city has an unemployment rate above five (5) percent. Customers locating in a county or city where the unemployment rate is above 11 percent (based on the same State of California labor reports listed immediately above), even if the local unemployment rate is less than 150 percent of the state's unemployment rate, are also eligible for the



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

Enhanced EDR Option.

This rate reduction shall be calculated in the manner set forth in Schedule EDR. The rate reduction percentage shall be \_\_\_\_\_ percent for this agreement.

3. APPLICABLE LOAD. PG&E reserves the right to reduce the contracted demands stated by the Applicant below, if it is determined that the Applicant's actual load at full operation of the facility after the Commencement Date of this Agreement, is more than 10% less than the contracted maximum demands stated below.

*[Please mark the appropriate space below, indicating whether this is an agreement for the Applicant's entire load or only a portion of the Applicant's load.]*

- a. \_\_\_\_\_ New Customer Locating or Existing Customer Retaining (includes avoidance of business closure) Entire Load in PG&E's Service Territory.

The Customer's entire load will be eligible for the rate reduction. The maximum contracted demand is estimated to be \_\_\_\_\_ kW.

- b. \_\_\_\_\_ Retention of Customer's Partial Load or Expansion of Existing Customer's Load.

For expansion and retention cases for only part of a customer's load, the rate reduction will be calculated only on that portion of demand and usage added or retained. The contracted demand of the partially retained or expanded load is estimated to be \_\_\_\_\_ kW.

The Excluded Demands are determined by averaging the Applicant's four highest measured maximum demands during each of the two seasonal 6-month periods preceding the execution date of this agreement, if available. If Applicant separately meters the Reserved Demand, Applicant's Excluded Demand will be zero (0) for both seasons. PG&E and Applicant agree that the Excluded Demand is:

Summer period: \_\_\_\_\_ kW

Winter period: \_\_\_\_\_ kW

The EDR Ratio for each month is defined as the difference between the Applicant's maximum demand for that month and the Excluded Demand divided by that same month's maximum demand. If the EDR Ratio is negative, there will be no rate reduction for that month, or in other words, the EDR Ratio will be zero (0). The EDR Ratio shall be a fraction no greater than one (1) or less than zero (0).

## **AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE**

4. **COMMENCEMENT DATE.** The rate reduction shall commence on the Applicant's regularly scheduled meter read day in the month of \_\_\_\_\_, 20\_\_\_\_ which is within a 24-month period of the date of execution of this agreement, as required by rate Schedule EDR, Special Condition 2.

5. **METERING.** Applicant agrees to be responsible for all costs associated with providing separate electric metering if PG&E, at its sole discretion, deems such metering a necessary condition to implement this rate. If Applicant is deemed to require separately metered reserved demand, Applicant must have metering in place before the rate reduction will apply. Applicant's inability to have required metering in place shall not delay the commencement date provided for in Section 4 by which Applicant would have otherwise received the rate reduction.

6. **TERM OF AGREEMENT & NO RENEWALS.** This agreement shall take effect immediately and remain in effect for a term of five (5) years following the commencement date of the rate reduction, subject to all of the other conditions of this agreement Applicant will not be eligible to receive a renewed EDR rate reduction agreement in the future for any load previously served under this agreement, or any previous PG&E Economic Development ~~p~~Program..

7. **TERMINATION OF AGREEMENT.** Applicant may terminate this agreement upon 30 days written notice. PG&E may also terminate this agreement upon 30 days written notice in the event Applicant no longer meets the qualifications described elsewhere in this Agreement and in rate Schedule EDR. Notwithstanding these rights of termination, the Applicant shall be subject to Liquidated Damages as provided for in Section 13 of this agreement

8. **TRANSFERS OFF OF SCHEDULES A-10, E-19, E-20, B-10, B-19 AND B-20 (Does not apply to a Small Business Customer).** If Applicant's maximum demand drops for a period of time so that the Applicant is no longer eligible for A-10, E-19, E-20, B-10, B-19 or B-20, or its successor rate schedule, or if the Applicant's maximum billing demand falls under 150 kW for twelve consecutive months, the Applicant will be ineligible for continuing service under rate Schedule EDR, unless Applicant can establish – to PG&E's satisfaction – that the reduction was due to Applicant's energy usage reduction efforts.

9. **ENERGY USAGE REDUCTION REQUIREMENT AND AUDIT.** Applicant hereby grants to PG&E the right to conduct a plan review, site inspection and/or energy audit for the purpose of identifying and making available applicable energy usage reduction options. PG&E will advise Applicant of cost-effective energy usage reduction options, which may include. any energy efficiency projects, demand-side management solutions, participation in demand-response programs that reduce energy use by 5% over a year cumulatively, savings-by-design for new builds that exceed California's building requirements for energy reductions of 5% or more, on-site renewables generation, among other methods (but excluding fossil-fuel, on-site generation). Applicants for all three types of EDR rate reductions shall implement measures, such as those presented by PG&E, to achieve a 5% energy usage reduction during the term of this EDR agreement. Compliance with this energy usage reduction requirement will be determined through an on-site audit performed by PG&E during year three of this agreement. If the audit shows the Applicant has not yet achieved a 5% energy usage reduction, PG&E may discontinue the rate reduction benefit for the remainder of the term of this agreement, or at PG&E's discretion,

## AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

PG&E may establish an action plan to achieve at least a 5% energy usage reduction, and the plan shall include an additional audit to verify achievement of at least a 5% energy usage reduction within the fifth year of the agreement.

10. JOBS REPORTING. Applicant will report to PG&E, by January 15 (or the first business day thereafter) of each year, a listing of each job retained or created during the previous calendar year of the life of this agreement that is attributable to the Applicant's participation in the economic development rate program. Applicant will also include the amount of wage and benefits attributable to each job so listed.

11. THIRD-PARTY VERIFICATION. Applicants who are projected by PG&E to receive over one hundred thousand (100,000) dollars of savings per year from the EDR are subject to an annual, third-party, after-the-fact EDR audit. The purpose of the audit is to verify contribution to margin, the number of jobs created, wages and benefit information, and document other indirect economic benefits to the community. (See also Section 9 above regarding separate audit of 5% or more energy usage reduction, to take place during year three of the agreement.)

12. "BUT FOR" TEST. Applicant attests that "but for" the terms of this agreement, either on its own or in combination with a package of offerings and/or other incentives and consideration factors made available to the Applicant from other sources, the Applicant would not have moved its operations to California from elsewhere, or retained, or expanded its operations within California. Applicant shall sign the attached affidavit to that effect.

13. LIQUIDATED DAMAGES. If this agreement is terminated due to Applicant's misrepresentation or fraud, Applicant shall be liable for liquidated damages that equal 200% of the cumulative difference between (i) the bills calculated under the Schedule EDR rate to the date of termination; and (ii) bills that would have been calculated under the OAT.

14. ASSIGNMENT. Applicant may assign this agreement only if PG&E consents in writing and the party to whom the agreement is assigned agrees in writing to be bound by this agreement in all respects.

15. COMMISSION JURISDICTION. This ~~contract agreement~~ shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the state of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. In addition, this ~~contract agreement~~ shall be subject to all of PG&E's tariffs on file with and authorized by the Commission. This ~~contract agreement~~ also shall be subject to review in any proceeding the Commission may conduct regarding PG&E's Economic Development Rate program implementation.



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

16. ATTESTATION AND VERIFICATION. Applicant attests and verifies that the information Applicant supplied to PG&E and any other reviewing agency used to qualify Applicant for Schedule EDR is true and correct to the best of Applicant's knowledge.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY:

BY:

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
(Customer)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



# AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

## AFFIDAVIT FOR ECONOMIC DEVELOPMENT RATE

By signing this affidavit, an Applicant who retains or expands load in the service territory of Pacific Gas and Electric Company (PG&E), or moves its operations to California from elsewhere, hereby certifies and declares under penalty of perjury under the laws of the state of California that the statements in the following paragraphs are true and correct:

1. But for the receipt of the economic development rate reduction and the terms of the Agreement, either on its own or in combination with an economic development incentive package, the Applicant's load would not have been retained or expanded within California, or moved to California from elsewhere.

2. The load to which the Agreement applies represents kilowatt-hours (kWh) and kilowatts (kW) that the Applicant is either:

- a. Using at a business which Applicant is considering closing in the state of California; or
- b. Expanded load at an existing business which Applicant is already operating, which Application was considering not expanding in the State of California; or
- c. Load which the Applicant did not have in the State of California but is considering moving to California from elsewhere.

3. Applicant has discussed with PG&E options for cost-effective energy usage reduction measures. The Applicant understands that during the term of this Agreement, Applicant must make energy usage reductions of at least 5% relative to existing building codes, which will in turn reduce their electric bills as well as the load they place on the Utility System.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name)

TITLE: \_\_\_\_\_

**PG&E Gas and Electric  
Advice Submittal List  
General Order 96-B, Section IV**

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
Braun Blasing Smith Wynne, P.C.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

California Alternative Energy and  
Advanced Transportation Financing  
Authority  
California Public Utilities Commission  
Calpine

Cameron-Daniel, P.C.  
Casner, Steve  
Center for Biological Diversity

Chevron Pipeline and Power  
City of Palo Alto

City of San Jose  
Clean Power Research  
Coast Economic Consulting  
Commercial Energy  
Crossborder Energy  
Crown Road Energy, LLC  
Davis Wright Tremaine LLP  
Day Carter Murphy

Dept of General Services  
Don Pickett & Associates, Inc.  
Douglass & Liddell

East Bay Community Energy Ellison  
Schneider & Harris LLP  
Engineers and Scientists of California

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie  
Green Power Institute  
Hanna & Morton  
ICF  
International Power Technology

Intertie

Intestate Gas Services, Inc.  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated  
Waste Management Task Force  
MRW & Associates  
Manatt Phelps Phillips  
Marin Energy Authority  
McClintock IP  
McKenzie & Associates

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.  
SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR  
San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

TransCanada  
Utility Cost Management  
Utility Power Solutions  
Uplight  
Water and Energy Consulting Wellhead  
Electric Company  
Western Manufactured Housing  
Communities Association (WMA)  
Yep Energy