



**ELECTRIC SCHEDULE E-NWDL
NEW WAPA DEPARTING LOAD**

Sheet 1

APPLICABILITY: This schedule is applicable to customers that have New WAPA Departing Load as defined in Special Condition 1.a., below.

TERRITORY: The entire territory served.

RATES: Customers under this schedule are responsible for the following charges unless expressly exempted from such charges under Special Condition 2, below:

1. **WILDFIRE FUND CHARGE:** The Wildfire Fund Charge was imposed by California Public Utilities Commission Decisions 19-10-056, 20-07-014, 20-09-005, and 20-09-023 and is property of Department of Water Resources (DWR) for all purposes under California law. The Charge became effective October 1, 2020, and applies to all retail sales, excluding CARE and Medical Baseline sales. The Wildfire Fund Charge (where applicable) is included in customers' total billed amounts. The Wildfire Fund Charge replaces the DWR Bond Charge imposed by California Public Utilities Commission Decisions 02-10-063 and 02-12-082. The Wildfire Fund Charge applies to New Municipal Departing Load unless sales under the Consumer's Otherwise Applicable Schedule (OAS) were CARE or medical baseline. The Wildfire Fund Charge is separately shown in the Consumer's OAS. (T)

2. **POWER CHARGE INDIFFERENCE ADJUSTMENT (PCIA):** The adjustment (either a charge or credit) intended to ensure that customers that purchase electricity from non-utility suppliers pay their share of cost for generation acquired prior to 2003. The Power Charge Indifference Adjustment applies to New WAPA Departing Load. On July 1, 2006, the Power Charge Indifference Adjustment superseded and replaced the DWR Power Charge unless exempted or excepted under Special Condition 2, below. For the period July 1, 2006, through December 31, 2006, the PCIA equaled -\$0.00427 per kilowatt-hour. For the period January 1, 2007 through December 31, 2007, the PCIA equaled -\$0.00009 per kilowatt-hour. Effective January 1, 2008 through April 30, 2008, the PCIA equaled -\$0.00391 per kilowatt-hour. Effective May 1, 2008, the applicable PCIA is separately shown as a component of the Direct Access Cost Responsibility Surcharge in the customer's OAS.

Pursuant to Decision (D.) 08-09-012 and Resolution E-4226, the PCIA may vary among customers depending on what resource commitments have been made as of their departure date. The vintage of PCIA applicable to a customer is determined based on the date when the customer begins receiving generation services from another provider. If the customer departs during the first six months of the calendar year (e.g. 2010), the customer will be assigned the cost responsibility surcharge (CRS) for the prior year (i.e. 2009 vintage). If the customer departs on or after July 1 or later of a given year (e.g. 2010), the customer will be assigned the CRS for the current year (i.e. 2010 vintage). Billing for vintaged CRS (beginning with the 2009 vintage) shall begin with rates effective on January 1, 2010.

3. **COMPETITION TRANSITION CHARGE (CTC):** The CTC recovers the cost of qualifying facilities and power purchase agreements that are in excess of a market benchmark determined by the California Public Utilities Commission (Commission), plus employee transition costs, and is determined in the annual Energy Resource Recovery Account proceeding. For the following periods CTC equaled: January 1, 2005 through February 23, 2005, \$0.00703 per kilowatt-hour; February 24, 2005, through December 31, 2005, \$0.00515 per kilowatt-hour; January 1, 2006, through December 31, 2006, \$0.00431 per kilowatt-hour; January 1, 2007 through

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Sheet 3

RATES: (Cont'd.) 10. WILDFIRE HARDENING CHARGE (WHC) and WILDFIRE HARDENING FIXED RECOVERY CHARGE BALANCING ACCOUNT (WHFRCBA) RATES (Cont'd):

transmission or distribution facilities (FO Consumer) in the geographical area that PG&E provides with electric distribution service (Service Territory) who become NWDL FO Consumers after the date of issuance of the applicable FO, whether those facilities are owned by the consumer, PG&E, or any other party. Customers enrolled in the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) programs are exempt from these charges. New WAPA Departing Load Consumers are subject to these charges if, after the date of issuance of the applicable FO(s) for each series of Wildfire Hardening Recovery Bonds, they become an NWDL FO Consumer in the Service Territory, unless sales under the Consumer's OAS were CARE or FERA. The Wildfire Hardening Fixed Recovery Charges and WHFRCBA rates for each series of Wildfire Hardening Recovery Bonds, and the date of issuance of the applicable FO, are separately shown in Preliminary Statements JF (WILDFIRE HARDENING FIXED RECOVERY CHARGE) and JG (WILDFIRE HARDENING FIXED RECOVERY CHARGE BALANCING ACCOUNT).

11. RECOVERY BOND CHARGE, FIXED RECOVERY CHARGE BALANCING ACCOUNT (FRCBA) RATES, and RECOVERY BOND CREDIT: (N)

The Recovery Bond Charge recovers costs related to Recovery Bonds authorized by the Commission in a Financing Order (FO) to recover costs and expenses related to certain catastrophic wildfires. In addition, costs and benefits resulting from the issuance of the Recovery Bonds are recorded in the FRCBA and recovered in the FRCBA rates. There may be multiple issuances of Recovery Bonds, and each series of Recovery Bonds will have its own Recovery Bond Charge and FRCBA Rates. By statute, and as set forth in the FO, these charges apply to all existing and future non-exempt consumers of electricity transmitted or distributed by means of electric transmission or distribution facilities (FO Consumer) in the geographical area that PG&E provides with electric distribution service (Service Territory) who become NWDL FO Consumers after the date of issuance of the FO, whether those facilities are owned by the consumer, PG&E, or any other party. The date of issuance of the FO was May 11, 2021. Customers enrolled in the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) programs are exempt from these charges. New WAPA Departing Load Consumers are subject to these charges if they become an NWDL FO Consumer in the Service Territory after the date of issuance of the FO, unless sales under the Consumer's OAS were CARE or FERA. The Recovery Bond Charge and FRCBA Rates for each series of Recovery Bonds are separately shown in Preliminary Statements IX (FIXED RECOVERY CHARGE) and IY (FIXED RECOVERY CHARGE BALANCING ACCOUNT).

PG&E will provide a Recovery Bond Credit in connection with the Recovery Bond Charge, which will be an amount equal to the Recovery Bond Charge in each billing period to the extent sufficient funds are available. The Recovery Bond Credit is described in Preliminary Statement JA (CUSTOMER CREDIT FOR FIXED RECOVERY CHARGE).

(N)
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**ELECTRIC SCHEDULE E-NWDL
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Sheet 4

SPECIAL
CONDITIONS:
(Cont'd.)

1. DEFINITIONS: The following terms when used in this tariff have the meanings set forth below:
 - a. New WAPA Departing Load: That portion of a New WAPA Departing Load Customer's electric load that (1) took bundled power from PG&E on or after February 1, 2001, and, (2) subsequently took electric service from WAPA or a similarly situated entity, and (3) relates to the specific list of delivery points listed in Appendix C, Exhibit 1 of the PG&E/WAPA WDT Service Agreement. (L)/(T)
 - b. New WAPA Departing Load Customer: A customer with New WAPA Departing Load.
 - c. Non-bypassable Charges: The Wildfire Fund Charge, the DWR Power Charge, the Power Charge Indifference Amount, the CTC, the ND Charge, the PPP Charge, the RA Charge, the ECRA Charge, the Wildfire Hardening Fixed Recovery Charge, the Wildfire Hardening Fixed Recovery Charge BA, the Recovery Bond Charge, the Fixed Recovery Charge Balancing Account, and the Recovery Bond Credit. (L)/(T)
 - d. Otherwise-Applicable Schedule (OAS): The Otherwise-Applicable Schedule is the last PG&E rate schedule under which the New WAPA Departing Load Customer took service prior to departure for service by WAPA or another similarly situated entity. (L)
 - e. Cost Responsibility Surcharge (CRS): The Cost Responsibility Surcharge is the energy cost obligations recoverable from New WAPA Departing Load Customers consistent with D. 06-05-018. The CRS includes (1) the Wildfire Fund Charge, (2) either the DWR Power Charge or the Power Charge Indifference Amount (whichever is applicable for a particular billing period), (3) the CTC, and (4) either the RA Charge or the ECRA Charge (whichever is applicable for a particular billing period). (L)
 - f. WAPA: The Western Area Power Administration. (L)
 - g. WDT Agreement: The PG&E/WAPA Wholesale Distribution Tariff Service Agreement, Third Revised Service Agreement No. 17, Federal Regulatory Energy Commission (FERC) Electric Tariff, First Revised Volume No. 4, filed with the Federal Energy Regulatory Commission and approved in 109 FERC ¶161,255 (2004). (L)
2. EXEMPTIONS: The following exemptions apply:
 - a. New WAPA Departing Load that qualifies under the OAS as CARE or medical baseline is exempt from the Wildfire Fund Charge and from either the DWR Power Charge or the Power Charge Indifference Amount (whichever is applicable for a particular billing period), for that portion of the New WAPA Departing Load. (L)
 - b. Departing customers which leave PG&E's service to be served by an entity which must impose a Public Purpose Programs surcharge pursuant to Public Utilities Code Section 385 shall not thereafter be required to pay PG&E's Public Purpose Programs charge. (L)

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**ELECTRIC SCHEDULE E-NWDL
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Sheet 5

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR NEW WAPA DEPARTING LOAD: The following procedures apply to New WAPA Departing Load Customers who wish to reduce or discontinue retail electric service from PG&E:

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a. PG&E Notice to Customer (PG&E Notice) and Customer Notice to PG&E (Notice of Departure or NOD): PG&E shall send a written notice of the obligations imposed under this tariff to all customers subject to this tariff. The PG&E Notice will be mailed to the customer's service address.

Customer Notice to PG&E: New WAPA Departing Load Customers who wish to reduce or discontinue retail electric service from PG&E are obligated to notify PG&E, in writing or by reasonable means, through a designated PG&E representative authorized to receive such notification, of their intention to take steps that will qualify some or all of their load as New WAPA Departing Load within 30 days of receipt of PG&E's notice to customer or 30 days in advance of reduction or discontinuation of electric service from PG&E. The customer shall specify in its notice the following:

- 1) The date on which the customer will reduce or discontinue its electric service from PG&E to take electric service from WAPA or another similarly situated entity (Date of Departure);
- 2) A description of the load that will qualify as New WAPA Departing Load;
- 3) The PG&E account number assigned to this load; and

Failure to provide notice including all the elements specified above will constitute a violation of this tariff and a breach of the customer's obligations to PG&E, entitling PG&E (subject to the provisions of Special Conditions 3.e., "Dispute Resolution", and 3.f., "Opportunity to Cure") to collect the applicable Non-bypassable Charges from the customer on a lump sum basis.

(L)

New WAPA Departing Load Non-bypassable Charge Statement:

No later than 20 days after receipt of customer's notice (provided pursuant to Special Condition 3.a.), PG&E shall mail or otherwise provide the customer with a New WAPA Departing Load Non-bypassable Charge Statement containing any applicable confirmation of the customer's exemption claim. If the New WAPA Departing Load Non-bypassable Charge Statement does not confirm the customer's claimed exemption, it will set forth the reason for rejecting the claimed exemption. The New WAPA Departing Load Non-bypassable Charge Statement shall identify the method of measuring the customer's New WAPA Departing Load usage that results in the lower cost to the customer, as described in Special Condition 5 below.

If PG&E fails to provide a customer with a New WAPA Departing Load Non-bypassable Charge Statement within 20 days of PG&E's receipt of the customer's notice containing all of the information required under Special Condition 3.a., the customer's obligation to pay New WAPA Departing Load Non-bypassable Charges shall not commence until the later of the Date of Departure or 30 days from the customer's receipt of PG&E's New WAPA Departing Load Non-bypassable Charge Statement.

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**ELECTRIC SCHEDULE E-NWDL
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Sheet 6

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR NEW WAPA DEPARTING LOAD: (Cont'd.)

(L)

Change of Party:

1) Notice and Procedure for Customers with New WAPA Departing Load:

Customers with New WAPA Departing Load that intend to take action such that they will no longer be responsible for Non-bypassable Charges for New WAPA Departing Load, in whole or in part, at the customer's premises shall give PG&E not less than 30 days notice of the proposed action, including the date on which the termination of liability is intended to become effective, and the reason for termination of liability, subject to approval by PG&E. Reasons for termination of liability may include vacating the property, change of ownership, or return to PG&E bundled service.

- a) If the notice of termination of liability is approved by PG&E, PG&E will stop billing the customer for Non-bypassable Charges on the effective date of the termination of liability.
- b) If the notice of termination of liability is not approved by PG&E, PG&E will advise the customer in writing and state the reason(s) for such disapproval.
- c) If a customer does not agree with PG&E's response to the notice of termination of liability, the customer may invoke the dispute resolution provisions of Electric Preliminary Statement Part BB.4.f.
- d) If necessary for the computation of Non-bypassable Charges under the provisions of Special Condition 5, PG&E will utilize the existing customer's historic New WAPA Departing Load usage and bills along with the new party's usage at the premises to compute the new party's Non-bypassable Charges.

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2) Notice to PG&E from New Party at the Existing Premises: At least two days in advance of taking electric service at a premises with New WAPA Departing Load, the new party taking over the premises shall notify PG&E, in writing or by reasonable means through a designated PG&E representative authorized to receive such notification, of its intention to occupy those premises and assume responsibility for the New WAPA Departing Load.

- a) The new party shall specify in its notice the date the person or agency will begin, or already began, consuming electricity at the premises, and, if known, the name of the prior New WAPA Departing Load Customer or the relevant PG&E account number(s).
- b) PG&E will send the new party a notice describing the method of measuring New WAPA Departing Load, as provided in Special Condition 5.
- c) PG&E will issue a bill for the time period beginning with the date the new party began to consume electricity at the premises.

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Advice 6568-E
Decision 21-06-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
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April 22, 2022
May 22, 2022



**ELECTRIC SCHEDULE E-NWDL
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Sheet 7

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR NEW WAPA DEPARTING LOAD: (Cont'd.) (L)

d. Customer Obligation to Make New WAPA Departing Load Payments: PG&E will issue monthly bills in accordance with the provisions of this schedule. New WAPA Departing Load Customers shall pay Non-bypassable Charges in full to PG&E within 20 days of receipt of the bill.

e. Dispute Resolution: If a customer believes that its New WAPA Departing Load Nonbypassable Charge Statement does not comply with the terms and conditions provided for in this Schedule, the customer must notify PG&E of the basis for this disagreement in writing, within 20 days after receipt of the New WAPA Departing Load Nonbypassable Charge Statement provided by PG&E. If PG&E does not accept the customer's position, it will respond in writing within 5 days after receipt of such notice. If the customer is not satisfied with PG&E's response, within 14 days of receiving PG&E's response, the customer shall notify PG&E in writing or by reasonable means through a designated PG&E account representative authorized to receive such notification that the customer wishes to pursue informal dispute resolution. If the customer makes a timely request for informal dispute resolution, PG&E and the customer shall promptly seek assistance in reaching informal dispute resolution from the Commission's Energy Division, or shall seek mediation of the dispute from the Commission's Administrative Law Judge Division. If the dispute is not resolved within 60 days of the customer's request to pursue informal dispute resolution, the customer may file a complaint with the Commission within the next 20 days. (PG&E and the customer may also agree to extend this 20-day period, in order to allow for further negotiations or other resolution techniques.) In such events, the customer shall continue to be responsible for making the monthly CRS and other nonbypassable charge payments described in Special Condition 3.d. above on a timely basis, with such payments subject to future refund or other adjustment as appropriate if the Commission establishes that different information should have been used as the basis for the customer's New WAPA Departing Load Nonbypassable Charge Statement. (L)

Failure to file a complaint with the Commission within the specified period shall constitute agreement with the acceptance of such New WAPA Departing Load Nonbypassable Charge Statement. (L)

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**ELECTRIC SCHEDULE E-NWDL
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Sheet 9

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR NEW WAPA DEPARTING LOAD: (Cont'd.)

(L)

h. Return of Deposit: If a customer deposit has been paid under the provisions of Special Condition 3.g. or a letter of credit has been supplied in substitution for that deposit, PG&E will review the customer's account status after the deposit or letter of credit has been held for twelve months. At that time, and if the customer has made all payments on a timely basis subsequent to the cure of the original breach, PG&E will either refund the deposit or release the letter of credit, or at the customer's election apply any paid deposit as a credit against future payment requirements. Any amounts returned or credited in accordance with this Schedule shall include interest computed using the same rates as are applicable to all other customer deposits and utility balancing accounts.

i. Demand for Lump Sum Payment: PG&E may issue a Demand for Lump Sum Payment of default New WAPA Departing Load Payments to a Customer under any one of the following four conditions: (1) failure to provide notice and subsequent failure to cure as specified; (2) failure to establish a deposit; (3) failure, after having established a deposit, to make monthly payments, to such an extent that the account has once again become to least two months in arrears; or (4) after having received the return of a prior deposit, failure to make subsequent future monthly payments to such an extent that the account has once again become at least two months in arrears.

Default Lump Sum Nonbypassable Charge Payment Responsibility shall be, for each rate component, an amount equal to the Net Present Value of the NWDL customer's current and future CRS and other NBCs obligations using the most recent Commission adopted value of the IOU's weighted cost of capital as the discount rate for the period from when the Customer's account began being in arrears and PG&E's estimated date of the expiration of the Customer's obligation to pay that rate component.

If a lump sum payment for a component is demanded and received, no subsequent customer at the same premises shall be responsible for that component.

j. Enforceability: Failure to make New WAPA Departing Load Nonbypassable Charge payments or provide notice as specified herein constitute a breach of the Customer's continuing legal obligations to PG&E and a breach and violation of this tariff. PG&E may enforce the payment obligations specified herein by filing suit to enforce this tariff in any court of competent jurisdiction. If PG&E has elected to issue a Demand for Lump Sum Payment of Default Departing Load Charge Responsibility and the Customer has not paid within 30 days of issuance, then PG&E may enforce this obligation by filing suit to enforce this tariff in any court of competent jurisdiction.

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**ELECTRIC SCHEDULE E-NWDL
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Sheet 10

SPECIAL
CONDITIONS:
(Cont'd.)

4. SERVICE VOLTAGE OR SCHEDULE CHANGES: If the customer has switched between applicable rate schedules or service voltages during the 36-month period prior to the Date of Departure, the New WAPA Departing Load Non-bypassable Charge Statement will nonetheless be based on the customer's final applicable rate schedule and service voltage, except provided further that in the case where customer is making reliable current metered consumption data available to the utility, the applicable rate schedule to be used for Non-bypassable Charge purposes shall be a rate schedule that is consistent with that current metered information.

5. MEASUREMENT OF NEW WAPA DEPARTING LOAD:

- a. Except as provided in Special Condition 5.c below, for customers who have occupied a premises and consumed load in a bona fide manner for a period of at least 12 months prior to customer's departure, the customer's bill will be based upon the lower of (1) the customer's demand and energy usage over the 12-month period prior to the customer's departure; or (2) the customer's average 12-month demand and energy usage, with such average to be as measured over the prior 36 months of usage.
- b. The customer's New WAPA Departing Load bill each month will be calculated by multiplying the customer's usage in that month from either the 12-month historic energy usage profile or the 36-month average historic energy usage profile (see Sections 5.a and 5.c) by each Non-bypassable Charge (see Rates Section above), unless a specific exemption applies (see Special Conditions 2.a and 2.b above).

In the event that the 12-month average historic usage (see Section 5.a. above) differs from the 36-month average historic energy usage (see Section 5.a above) by an amount greater than 25 percent, the 36-month average historic energy usage will be used unless there is substantial evidence to demonstrate that the more recent usage is the result of a persisting change in the customer's electric usage, and that the 12-month average historic energy usage is more indicative of the customer's future electric requirements.

6. EXPIRATION:

This schedule will expire on the date on which all Commission-authorized Non-bypassable Charges for New WAPA Departing Load Customers have expired.

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