BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA



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Application of Pacific Gas and Electric Company for Comprehensive Gas Advanced Metering Infrastructure Replacement Program

Application No. 24-03-

(U 39 M)

APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 M) FOR COMPREHENSIVE GAS ADVANCED METERING INFRASTRUCTURE REPLACEMENT PROGRAM

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I. INTRODUCTION

Pacific Gas and Electric Company (PG&E or the Company) respectfully submits this Application to recover 2023-2026 revenue requirements for a Comprehensive Gas Advanced Metering Infrastructure (AMI) Replacement Program. PG&E installed its current Gas AMI system beginning almost two decades ago. The Gas Modules and associated technology that securely transmit customer gas usage data to PG&E's billing system are critical to providing energy usage information to our customers, administering energy efficiency programs, and customer billing.

PG&E's existing Gas AMI system (Gas AMI 1.0 or Gas SmartMeterTM) is a one-way communication system installed between 2006 to 2013 that securely and automatically transmits customer gas energy usage to the Company's billing system. The Gas AMI system comprises application software, network communication equipment, and battery-operated Gas Modules with built-in network interface cards externally attached to each customer gas meter, which all connect to the Company's billing system.

The Gas Modules are now approaching or have reached the end of their useful lives and must be replaced to avoid significant customer service impacts. This Application requests funding for 2023-2026 to replace the battery-operated Gas Modules that have failed or are reaching end-of-life, and to upgrade the Gas AMI System to provide gas customers with improved functionality, including new safety features. PG&E's replacement plan for 2023 through 2026, as presented in this Application, includes a combination of: (1) completion of PG&E's existing program to replace all extended range Gas Modules at the supplier's cost; (2) continued replacements of Gas Modules as they fail; (3) targeted programmatic Gas Module replacement in select divisions of PG&E's service area with the oldest vintages of Gas Modules, or with the highest rate of failure; and (4) an upgrade to the existing communications network and network management software to allow PG&E to take greater advantage of existing distributed operational capabilities and leverage future metering technologies that offer safety and operational benefits. PG&E's current proposal calls for a reduced scope of work in 2023-2026 relative to that presented in its 2023 General Rate Case (GRC). PG&E will address remaining Gas AMI replacement for 2027 through 2030 in its next GRC.

While replacing the Gas AMI system is critical to maintaining core customer service functions, PG&E is mindful of the impact that proposed rate increases may have on customers, and has kept affordability in mind when formulating our request. As a result of the proposed reduction in the scope of work from the 2023 GRC, PG&E forecasts spending approximately \$485.1 million in capital expenditures and \$11.7 million in expense from 2023-2026 (as compared to approximately \$743.9 million in capital expenditures and \$36.5 million in expense requested in the 2023 GRC for the same period) to replace Gas Modules and begin the associated technology upgrade. PG&E requests that the Commission authorize the requested revenue requirements needed to serve our customers. The table below summarizes PG&E's 2023-2026 capital expenditure and expense request for the Comprehensive Gas AMI Replacement Program.

COMPREHENSIVE GAS AMI REPLACEMENT PROGRAM COSTS

(Thousands of Dollars)

	2023 (Recorded)	2024 (Forecast)	2025 (Forecast)	2026 (Forecast)	Total
Expense	\$1,786	\$2,899	\$3,162	\$3,864	\$11,711
Capital Expenditures	\$96,968	\$123,127	\$134,540	\$130,413	\$485,058

The remaining sections of this Application address:

Section II: Background;

Section III: An overview of PG&E's Application;

Section IV: A description of PG&E's statement of relief and authority sought;

Section V: An overview of our testimony and workpapers;

Section VI: Information required by the Commission's Rules of Practice and

Procedure; and

Section VII: Conclusion and relief requested.

II. BACKGROUND

A. PG&E's Deployment of Gas AMI 1.0

In 2006, the Commission approved cost recovery for PG&E's full deployment of Gas AMI 1.0 (also known as SmartMeterTM), consisting of metering via externally attached battery-operated communication Gas Modules and communications infrastructure, as well as the related computerized systems and software. At that time, PG&E was the first utility to deploy an advanced metering program on such a large scale, which included 4.2 million gas meters. In addition, AMI technology was new, making it challenging to project the system's useful life with certainty. The Commission found PG&E's Gas AMI 1.0 proposal had "sufficient probable and quantifiable economic operating and demand response benefits." The Commission established a 20-year useful life for Gas AMI 1.0, but noted that:

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¹ Decision (D.) 06-07-027.

² *Id.* at pp. 10, 65-66, Conclusion of Law 3.

As with any complex system, individual components may fail early or last longer than the overall useful life. The AMI system's useful life does not depend on when the first component fails or how long the last meter-module can be coaxed to function. Its life depends on the system as a whole operating correctly and reliably. We therefore find a 20-year useful life is a reasonable forecast for purposes of this decision.³

In addition, the Commission adopted a 20-year depreciable life for the AMI system to "match" the adopted useful life, but invited PG&E to re-examine the 20-year depreciable life in subsequent general rate cases "when there is credible evidence that the life should be adjusted." Based on its depreciation study, PG&E recommended a 15-year average life for Gas AMI assets in the 2023 GRC. No party opposed PG&E's proposal to move to a 15-year average service life for Gas Modules, and the Commission approved it. 5

PG&E installed Gas Modules throughout its service territory from 2006 to 2013. During that time, PG&E filed fourteen semi-annual reports pursuant to D.06-07-027 to apprise the Commission and other parties to Application 05-06-028 of advances in metering technology and infrastructure, Gas Module reliability, and Gas Module costs and performance. PG&E regularly reported on its network and Gas Module failure rates as part of these semi-annual reports.

When PG&E's supplier advised the Company that its Gas Modules might fail earlier than expected, PG&E promptly took action to protect its customers and alerted the Commission to the risk of failures when it filed its 2020 GRC in 2018, explaining that:

Based on PG&E's observation of gas module failures, analysis of trend data over the last few years, along with information provided by the supplier, PG&E has concluded that a significant percentage of gas modules installed between 2007 and 2012⁶ will likely not last the full 20 years covered by their manufacturer's warranty. The two main failure modes include shorter-than-expected battery life

4 *Id.* at p. 26.

³ *Id.* at p. 24.

⁵ A.21-06-021, Exhibit PG&E-10, Chapter 12, WP 12-1227 to 12-1228 (Depreciation Study), Chapter 11, WP 11-5, line 238 and WP 11-6, line 282; D.23-11-069, p. 675, fn. 2452.

⁶ Actual Gas Module installation occurred from 2006 to 2013.

and compromises in the plastic casing of the module that exposes internal electronics to weathering elements.⁷

PG&E committed to providing an update on the status of Gas Module replacement in its 2023 GRC.

B. PG&E's 2023 General Rate Case

In its 2023 GRC (A.21-06-021), PG&E requested approval of funding to: (1) continue to replace Gas Modules as they fail (referred to in the GRC as "Corrective Maintenance"); and (2) beginning in 2023, shift to replacing Gas Modules in a programmatic manner prior to failure (referred to in the GRC as "Lifecycle Replacement" or "Proactive Replacement"). PG&E forecasted approximately \$36.5 million in expense from 2023-2026, and approximately \$743.9 million in capital expenditures in 2023-2026 to replace Gas Modules under the Corrective Maintenance (\$263.4 million)⁹ and Lifecycle Replacement (\$480.5 million)¹⁰ programs.

The Public Advocates Office (Cal Advocates), The Utility Reform Network (TURN) and AARP recommended removing costs associated with replacing Gas Modules. ¹¹ In its decision on PG&E's 2023 GRC, the Commission found that PG&E did not adequately substantiate its request and adopted a forecast of \$0 for replacing Gas Modules, but allowed PG&E to file a separate application seeking recovery for the Gas AMI Replacement Program. ¹²

A.18-12-009, HE-91: Exhibit (PG&E-6), p. 6-16, line 28 to p. 6-17, line 2.

In PG&E's 2023 GRC, the practice of replacing Gas Modules as they fail was called "Corrective Maintenance." PG&E now refers to this work as Required Maintenance because it more accurately describes the nature of the work.

In its 2023 GRC, PG&E forecasted the labor costs of Corrective Maintenance (MWC 74- Gas Metering Capital) in Exhibit PG&E-4, Chapter 8.

PG&E forecasted the costs of Lifecycle Replacement in Exhibit PG&E-6, Chapter 9 in its 2023 GRC. The forecast included costs for inventory to support all Gas Module replacement activities (Corrective Maintenance and Lifecycle Replacement), labor costs for proactive Lifecycle Gas Module Replacement, and materials and labor for certain gas meter replacements when required.

D.23-11-069, p. 541.

¹² *Id.* at p. 545.

III. OVERVIEW OF PG&E'S APPLICATION

A. PG&E's Application for its Comprehensive Gas AMI Replacement Program is Responsive to the Commission's 2023 GRC Decision

PG&E presents in this Application an updated Comprehensive Gas AMI Replacement Program that addresses intervenors' critiques in the 2023 GRC and demonstrates that the costs of the program are reasonable. PG&E summarizes below its response to the issues raised by the Commission and parties in the 2023 GRC.

1. Lifecycle Replacement of Gas Modules is Cost-Effective

Both TURN and AARP contended that PG&E's forecast in the 2023 GRC for proactive Gas Module Lifecycle Replacement was not justified as cost-effective. AARP argued that, even using PG&E's numbers, the benefit of proactive lifecycle replacement is "very small." The Commission agreed, finding that, "the benefits predicted by PG&E from proactive AMI module replacement are relatively small...." The Commission also found that "proactive replacement is not shown to be cost-efficient and, at the same time, the corrective maintenance forecast is just the beginning of costs and no end to costs are now known under this proposal."

PG&E presents the results of its refreshed Net Present Value (NPV) analysis using more recent data in Chapter 2 of its prepared testimony. The analysis compares the NPV of shifting to a Lifecycle Replacement strategy compared to continuing solely with Required Maintenance of individual Gas Modules after they fail. This economic analysis forecasts costs over a 15-year period (2023-2037). In summary, the NPV of PG&E's Comprehensive Gas AMI Replacement Program is -\$889.6 million, comparing favorably to the projected -\$910.7 million if the Company were to continue solely with a Required Maintenance approach. PG&E also presents in Chapter 2 an alternative NPV analysis that excludes costs that are common to these two

¹³ *Id.* at pp. 541-42.

¹⁴ *Id.* at p. 542.

¹⁵ *Id.* at p. 544.

¹⁶ *Id.* at p. 543.

approaches. Excluding these shared costs, the incremental NPV of conducting Gas Module Lifecycle Replacements is -\$134.6 million, comparing favorably to the projected incremental NPV of -\$155.7 million if the Company were to continue solely with a Required Maintenance approach. The results of these economic analyses demonstrate the benefits of Lifecycle Replacement.

As PG&E explains in Chapter 2, the benefits of Lifecycle Replacement include more than financial benefits. Waiting until after Gas Modules fail to replace them can result in a less satisfying customer experience. In particular, PG&E often must make repeat visits to perform Gas Module maintenance when PG&E is unable to access the customer's premise on the initial visit. A targeted proactive Lifecycle Replacement approach enables PG&E to plan Gas Module replacement geographically, develop targeted timeframes for the work, and proactively communicate with customers through multiple channels.

2. PG&E's Updated Gas Module Failure Rate Study Supports the Gas AMI Replacement Program with Actual Failure Data

In its 2023 GRC, PG&E presented a Gas Module Failure Rate Study performed by a leading independent third-party consultant (Exponent). AARP argued in the 2023 GRC that PG&E's failure rate forecast was "extreme and not based on actual failure rates." The Commission agreed, finding that, "the benefits predicted by PG&E from proactive AMI module replacement are . . . highly dependent upon assumptions regarding projected failure rates that have not been supported by evidence in the record."

PG&E and its third-party consultant have updated the Gas Module Failure Rate Study based on *actual* failure data as of December 31, 2022 for the approximately 2.9 million remaining Legacy Gas Modules that need to be replaced. The updated forecast studies Gas Module failures by geographical divisions within PG&E's service area, instead of on a system-wide basis. This division-specific approach better accounts for variations in different geographic

¹⁷ *Id.* at p. 542.

¹⁸ *Id.* at p. 544.

areas. The refreshed study using actual, updated data shows that divisions in higher-range temperature areas have higher failure rates. Using a model that analyzes Gas Module failure rates by geographic area has improved the accuracy of PG&E's forecast, reflecting a reduced failure rate forecast. PG&E is incorporating this division-specific analysis in its replacement program roll-out. Additional detail is presented in Chapter 2.

3. PG&E is Not Responsible for Earlier-than-Expected Gas Module Failures

In its 2023 GRC, PG&E acknowledged that the Gas Modules "have begun to prematurely fail and require replacement." TURN argued that it would be "unreasonable for ratepayers to cover the full cost [of Gas Module] replacement" until PG&E "provides evidence on the degree of its responsibility for the [premature] failures," and presents a proposal for sharing costs between customers and shareholders. Similarly, Cal Advocates recommended a two-thirds reduction in the 2021 recorded and 2022-2026 capital forecast, arguing that, "both the [Gas AMI Module] manufacturers and PG&E are partly responsible for the premature failure of the Modules..." The Commission stated that "even when the forecasted work is necessary, a disallowance may still be warranted where: (1) the utility had not originally performed the work properly; (2) the utility had failed to comply with regulatory requirements that it was previously funded to satisfy; or (3) the costs to be incurred are due to clear and identifiable failures and errors." The Commission concluded that "further information is needed before PG&E is able to establish by the preponderance of evidence that the cost forecast is reasonable and should be incorporated into PG&E's revenue requirement for collection from ratepayers and earn a rate of return towards shareholder profits."

¹⁹ *Id.* at p. 540.

²⁰ *Id.* at p. 541.

²¹ *Id.* at p. 542.

²² *Id.* at p. 545.

²³ *Id.* at p. 543.

In this Application, PG&E submits evidence in Chapter 4 to show that it acted prudently in installing and maintaining its first-generation Gas AMI 1.0 system, including that the ultimate issue involved battery life rather than any error or noncompliance on PG&E's part. PG&E accordingly submits that it does not bear responsibility for the failures of the Gas Modules earlier than expected, and that no shareholder funding is warranted. The evidence demonstrates the following:

Vendor Selection: PG&E selected its Gas AMI 1.0 vendors and products after a thorough and detailed RFP process that considered various risk criteria, including product maturity and the proven track record of vendors and products used for other AMI installations. PG&E also performed detailed product reviews with each of the vendors involved and visited manufacturing sites to evaluate quality assurance procedures. PG&E also evaluated studies of the estimated battery life and overall expected useful product life.

<u>Pre-Deployment Field Pilot:</u> PG&E conducted a major field pilot in Vacaville, California over a several month period before wide scale deployment of SmartMeter.TM PG&E engaged an experienced system integrator to design many of the tests and perform multiple testing protocols.

Extended Supplier Warranty: PG&E secured a 20-year warranty from its Gas Module supplier to support Gas Module product claims. At the time that PG&E entered into the contract, it was (to PG&E's knowledge) the longest warranty ever secured in the industry.

Regular Reporting to the Commission and Parties: Throughout the 2006-2013 period in which PG&E installed the Gas AMI system, it (a) monitored advances in AMI technology, (b) conducted assessments of AMI system operating performance based on performance criteria established in consultation with the Commission's Energy Division and Division of Ratepayer Advocates (DRA), (c) reviewed the SmartMeterTM system's cost-effectiveness, and (d) assessed the system's ability to provide real-time usage data and customer interest in such data. In addition, PG&E reported its activities and assessments to the Commission and parties on a semi-annual basis pursuant to D.06-07-027.

Oversight and Management Since Deployment: Since completing the original Gas AMI deployment in 2013, PG&E continued to diligently perform oversight and management of the Gas AMI system operations. PG&E continually monitors Gas Module performance and failure rate trends and learns from and adapts to troubleshooting information from the field. In addition, PG&E has expanded its quality assurance product testing to identify defects prior to releasing new inventory into the field and performs supplier quality assurance validations at the supplier's Gas Module facilities.

Despite PG&E's prudent management of Gas AMI 1.0, PG&E's supplier advised in 2015 that the Gas Modules might fail earlier than expected. Once PG&E's supplier alerted PG&E to this risk, PG&E took prompt action to protect its customers, including: (1) establishing a warranty returns program for premature Gas Module failures attributable to the supplier's product; (2) securing an agreement from the Gas Module supplier to replace extended range Gas Modules at the supplier's cost; and (3) entering into several settlements with its Gas Module supplier that lowered the costs of Gas Module replacement. The total value of these settlements—which have significantly reduced PG&E's request for funding in this Application—is detailed in confidential workpapers submitted with this Application. PG&E's testimony and workpapers submitted with this Application show that PG&E should not be held responsible for earlier-than-expected Gas Module failures; to the extent that PG&E's supplier bears responsibility for these failures, it has compensated PG&E, thereby lowering the forecast presented in this Application.

4. Despite California's Electrification Goals, PG&E Has No Option Other Than to Replace These Gas Modules

In its 2023 GRC decision, the Commission noted that PG&E's proposed investment in its Gas Metering Infrastructure may not be necessary in light of California's electrification goals and the expected corresponding declines in both gas demand and PG&E's support for its gas

distribution system.²⁴ However, until the State resolves to end the use of natural gas, PG&E has an obligation to serve its gas customers pursuant to Public Utilities Code section 451, and must also continue billing customers for their gas consumption. PG&E must continue to rely on its Gas SmartMeterTM system, including the Gas Modules fundamental to it and the associated communications infrastructure necessary to transmit gas usage data. Further detail on this topic is included in Chapter 1.

B. Overview of PG&E's Comprehensive Gas AMI Replacement Program

This section provides a brief overview of PG&E's Comprehensive Gas AMI Replacement Program.

1. Supplier Warranty Replacements of Extended Range Gas Modules

The warranty for the original Gas AMI 1.0 installation covered extended range Gas Modules, which are used in hard-to-reach locations such as remote geographical areas, basements, or indoor locations. These extended range Gas Modules operate on a higher power frequency to provide the extra communication strength needed to reach PG&E's Gas AMI System and its billing system. PG&E has found that they also have a much shorter lifespan. PG&E and its Gas AMI supplier agreed that: (1) PG&E could elect to have its supplier replace all legacy extended range Gas Modules at the supplier's cost; and (2) PG&E's supplier would provide credits to cover PG&E's replacement of extended range Gas Modules that failed. PG&E largely completed replacing its legacy extended range Gas Modules in 2023. As of December 31, 2023, PG&E and its supplier have replaced approximately 362,000 extended range Gas Modules at the supplier's cost, significantly lowering the overall costs of Gas Module Replacement for our customers. PG&E will replace the remaining approximately 18,000 extended range Gas Modules at the supplier's cost.

²⁴ *Id.* at p. 544.

2. Gas Module Required Maintenance

Required Maintenance refers to the practice of replacing individual Gas Modules after they run out of battery energy. PG&E must replace these failed devices with a new device to ensure collection of gas usage and gas customer billing.

Over the last several years, PG&E observed a significant increase in the number of failing Gas Modules and replaced Gas Modules as they have failed. PG&E forecasts that it will need to continue to replace Gas Modules after they fail during the 2023-2026 period, even as it begins shifting to a strategy of replacing Gas Modules on a programmatic Lifecycle basis.

3. Focused Gas Module Lifecycle Replacement in Select Areas

In addition to continued Required Maintenance for Gas Modules that have failed and need to be replaced, PG&E proposes transitioning to an approach that replaces Gas Modules on a programmatic, geographic basis. Since filing the 2023 GRC, PG&E has adjusted its near-term strategy—based on the updated Gas Module Failure Rate Forecast discussed above—to focus on certain divisions where PG&E has the oldest vintages of Gas Modules or is observing the highest end-of-life rates. Focusing on these areas for Gas Module Lifecycle Replacement in the short term optimizes field labor, achieves economies of scale, lowers costs, and delivers a better customer experience.

PG&E's focused Gas Module Lifecycle Replacement Program began in 2023 in the Kern and Sacramento divisions of its service area. These geographic divisions have some of the oldest vintages of Gas Modules and/or have experienced the highest Gas Module end-of-lifespan rates. PG&E replaced all legacy Gas Modules in the Kern division in December 2023, and has begun Gas Module Lifecycle Replacements in its Sacramento division. PG&E plans to continue focused Lifecycle Replacements in the Sacramento division from 2024-2026. By the end of 2026, PG&E expects to complete the focused Gas Module Lifecycle Replacement Program in Kern and Sacramento divisions.

4. Gas AMI System Upgrade

PG&E also proposes to upgrade its Gas AMI communications network and network control and management software to a new platform that will allow PG&E and customers to capture benefits in the future. PG&E engaged an independent third-party consultant at the end of 2020 to assist in conducting an updated global industry Gas AMI technology assessment. The Gas AMI assessment covered advanced metering for natural gas across the United States, Europe, and Asia Pacific, gathering detailed data concerning current and evolving technology trends and availability. PG&E used this information to develop a plan for updating its Gas AMI System that will accommodate an efficient programmatic approach to Gas Module Replacements in the near term, and put systems in place that will allow for future customer benefits in the long-term.

The assessment described above also informed PG&E's development of an updated set of technology requirements for the upgraded Gas AMI System. PG&E used those requirements to create a competitive bidding process utilizing a Request for Proposal (RFP) to evaluate the offerings and capabilities of next-generation Gas AMI technologies (sometimes called Gas AMI 2.0). The RFP was released to five top AMI vendors in North America. PG&E ultimately selected two vendors: (1) Aclara (PG&E's current Gas AMI vendor); and (2) and Itron (PG&E's electric AMI provider). PG&E's decision to select Aclara and Itron balances current needs, sole source supplier and market risks, and future enablement of newer technology that can provide additional capabilities and benefits for safety, operations, and customer service.

IV. PG&E'S STATEMENT OF RELIEF AND REQUEST FOR AUTHORITY

PG&E respectfully requests Commission authorization to recover \$143.3 million in revenue requirements in 2023-2026, to cover the costs to replace PG&E's Gas AMI system.

V. PG&E'S TESTIMONY AND WORKPAPERS

This section summarizes the testimony and workpapers that accompany this Application. The testimony and workpapers are organized as follows. Witness names are noted following the chapter titles:

<u>Chapter 1, Introduction and Overview (David Console):</u> Chapter 1 provides an introduction and overview of PG&E's proposed Comprehensive Gas AMI Replacement Program.

Chapter 2, Comprehensive Gas AMI Replacement Program (David Console and Gustavo Castillo): Chapter 2 describes PG&E's plan for replacing the Gas AMI system, including the combination of: (1) Supplier Warranty Replacements; (2) Required Maintenance; (3) select targeted proactive Lifecycle Replacement of Gas Modules in areas with the oldest Gas Modules or the highest rates of failure; and (4) Gas AMI System Upgrade. Chapter 2 also sets forth PG&E's forecast of capital expenditures and expense for the program for 2023-2026.

<u>Chapter 3, Gas AMI Technology Roadmap (Tony Chimienti):</u> Chapter 3 provides an overview of PG&E's technology roadmap for its Gas AMI System Upgrade, including both short-term and long-term plans. This includes results of PG&E's Gas AMI Technology RFP and the Company's selection of AMI vendors for future deployment.

Chapter 4, Prudency of Management of AMI 1.0 (James Meadows): Chapter 4 demonstrates that PG&E acted prudently in installing and maintaining its first-generation Gas Advanced Metering Infrastructure authorized by the Commission in D.06-07-027, and that the Commission should not order any shareholder funding for PG&E's Comprehensive Gas AMI Replacement Program.

<u>Chapter 5, Results of Operations (Sean Su):</u> Chapter 5 presents the 2023-2026 revenue requirements associated with the costs for the Comprehensive Gas AMI Replacement Program.

<u>Chapter 6, Cost Recovery (Rebecca Madsen):</u> Chapter 6 describes PG&E's proposal for recovering the revenue requirements presented in Chapter 5.

VI. STATUTORY AND PROCEDURAL REQUIREMENTS

A. Statutory and Other Authority

PG&E files this Application pursuant to Public Utilities Code sections 451, 454, and 729, the Commission's Rules of Practice and Procedure, Decision 23-11-069, and prior decisions, orders, and resolutions of the Commission.

B. Legal Name and Principal Place of Business – Rule 2.1(a)

Applicant's legal name is Pacific Gas and Electric Company. PG&E's principal place of business is Oakland, California. Its post office address for this matter is Post Office Box 1018, Oakland, California, 94604-1018.

C. Correspondence and Communication Regarding this Application – Rule2.1(b)

Communications regarding this Application should be addressed to:

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and

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D. Categorization – Rule 2.1(c)

PG&E proposes that this Application be categorized as a "ratesetting" proceeding within the meaning of Rule 1.3(g) of the Commission's Rules of Practice and Procedure.

E. Need for Evidentiary Hearings – Rule 2.1(c)

PG&E anticipates that evidentiary hearings will be required. PG&E's proposed schedule is set forth in subsection H, below.

F. Issues to be Considered – Rule 2.1(c)

The principal issues presented in this Application are whether:

1. PG&E's 2023-2026 expense and capital forecasts for its Comprehensive Gas AMI Replacement Program are reasonable and should be approved.

- 2. The proposed 2023-2026 revenue requirement for PG&E's Comprehensive Gas AMI Replacement Program is just and reasonable and the Commission should authorize PG&E to reflect the adopted revenue requirement in rates.
- 3. PG&E's cost recovery proposal to recover the costs of its Comprehensive Gas AMI Replacement Program should be adopted.

G. Relevant Safety Considerations – Rule 2.1(c)

Rule 2.1(c) requires utilities to state the relevant safety considerations in their applications. As this Application concerns customer care, billing, and the accurate tracking of energy usage, this proceeding is not expected to have direct impacts on safety.

H. Proposed Schedule – Rule 2.1(c)

PG&E proposes the following schedule for processing this Application:

Activity	Date
Application Filed	March 14, 2024
Protests or Responses	~April 15, 2024
Reply to Protests or Responses	~April 25, 2024
Prehearing Conference	April 29, 2024
Scoping Memo	May 20, 2024
Intervenor Testimony	July 1, 2024
Concurrent Rebuttal Testimony	July 29, 2024
Evidentiary Hearings	Week of August 26, 2024
Concurrent Opening Briefs	September 23, 2024
Concurrent Reply Briefs	October 14, 2024
Commission Proposed Decision	February 7, 2025
Commission Final Decision	March 14, 2025

There are compelling reasons to adopt an aggressive schedule for this Application. First, PG&E will include 2027-2030 Gas AMI Replacement Program costs in its 2027 GRC, which will be filed in the second quarter of 2025. It would benefit PG&E, the Commission, and other parties to the 2027 GRC to receive a decision on this Application before PG&E's 2027 GRC is

filed, so that PG&E can incorporate any Commission findings about the program in its 2027 GRC showing. Second, PG&E originally included a forecast for the Gas AMI Replacement Program in its 2023 GRC. While PG&E has refined its request in this Application as described in Section III.A above, intervenors in the 2023 GRC are already familiar with the elements of PG&E's proposed Gas AMI Replacement Program, have done much of the work to evaluate PG&E's proposal, and are unlikely to be adversely affected by an aggressive schedule.

PG&E welcomes the opportunity to engage in post-filing workshops and settlement discussions, and take other measures to promote a faster resolution of this proceeding.

I. Articles of Incorporation – Rule 2.2

PG&E is, and since October 10, 1905, has been, an operating public utility corporation organized under California law. It is engaged principally in the business of furnishing electric and gas services in California. A certified copy of PG&E's Amended and Restated Articles of Incorporation, effective June 22, 2020, was filed with the Commission on July 1, 2020, with PG&E's Application 20-07-002. These articles are incorporated herein by reference pursuant to Rule 2.2 of the Commission's Rules.

J. Balance Sheet and Income Statement – Rule 3.2(a)(1)

PG&E's balance sheet and income statement for the period ending December 31, 2023, were filed with the Commission on March 1, 2024, as Attachment 4 to amended Application 22-09-006 and are incorporated herein by reference.

K. Statement of Presently Effective Rates – Rule 3.2(a)(2)

PG&E's presently effective gas rates as of January 1, 2024, were filed with the Commission on March 1, 2024, as Exhibit 5 to amended Application 22-09-006 and are incorporated herein by reference. Exhibit A of this Application presents PG&E's presently effective electric rates as of March 1, 2024.

L. Statement of Proposed Changes and Results of Operations at Proposed Rates – Rule 3.2(a)(3)

PG&E proposes changes in customer electric rates as compared to presently effective rates. In 2026, which is the year of the highest impact, the bill for a typical residential customer using 500 kWh per month would increase from \$222.92 to \$223.21, or 0.1% compared to current bills. PG&E proposes changes in customer gas rates as compared to presently effective rates. In 2026, which is the year of the highest impact, the bill for a typical residential customer averaging 33 therms per month would increase from \$73.49 to \$73.96, or 0.6%.

Approval of this Application would not increase electric or gas rates by more than one percent compared to existing rates. ²⁵ Therefore a statement setting forth PG&E's proposed increases or changes to electric rates by customer class is not needed.

M. General Description of PG&E's Electric and Gas Department Plant – Rule 3.2(a)(4)

A general description of PG&E's Electric Department and Gas Department properties, their original cost, and the depreciation reserve applied to the properties was filed with the Commission on March 10, 2022, as Attachment G to amended Application 21-06-021 and is incorporated herein by reference.

N. Summary of Earnings – Rule 3.2(a)(5) and (6)

The summary of revenues, expenses, rate base, and rate of return for the recorded year 2022 was filed with the Commission on July 28, 2023, as Exhibit D to Application 23-07-012 and is incorporated herein by reference.

O. Statement of Election of Method of Computing Depreciation Deduction for Federal Income Tax – Rule 3.2(a)(7)

A statement of the method of computing the depreciation deduction for federal income tax purposes was filed with the Commission on July 22, 2022, as Attachment E to Application 21-06-021 and is incorporated herein by reference.

For the same reason, this Application does not meet the criteria for including specific affordability metrics set forth in D.22-08-023, pp. 84-85, Ordering Paragraphs 5 and 6.

P. Most Recent Proxy Statement – Rule 3.2(a)(8)

PG&E's most recent proxy statement dated April 6, 2023, was filed with the Commission on May 2, 2023, as Exhibit A to Application 23-05-005 and is incorporated herein by reference.

Q. Type of Rate Change Requested – Rule 3.2(a)(10)

This proposed rate change reflects changes in PG&E's base revenues to reflect the costs PG&E incurs to provide services to customers.

R. Notice and Service of Application – Rule 3.2(b)-(d)

PG&E will, within 20 days of filing this Application, mail a notice stating in general terms the proposed revenues, rate changes, and ratemaking mechanisms required in this Application to the parties listed in Exhibit B, including the state of California and cities and counties served by PG&E. PG&E is serving this Application and Opening Testimony on the parties of record in PG&E's 2023 GRC (A.21-06-021).

Within 20 days of filing this Application, PG&E will publish in newspapers in general circulation in each county in its service area a notice of filing this Application. The notice will state that a copy of this Application and related attachments may be examined at the Commission's offices and such offices of PG&E as specified in the notice. A similar notice will be included in the regular bills mailed or emailed to all customers within 45 days of today's filing date.

S. Exhibit List and Statement of Readiness

Attached to this Application are the following exhibits:

Exhibit A: Presently Effective Electric Rates

Exhibit B: City and County Mailing List

PG&E is prepared to proceed with this case based on the facts and data contained in the accompanying testimony and workpapers supporting this Application.

VII. CONCLUSION AND REQUEST FOR RELIEF

PG&E requests that the Commission issue appropriate orders:

1. Finding that PG&E's 2023-2026 expense and capital forecasts for its Comprehensive Gas AMI Replacement Program are reasonable and should be approved;

2. Finding that the proposed 2023-2026 revenue requirement for PG&E's Comprehensive

Gas AMI Replacement Program is just and reasonable and the Commission should

authorize PG&E to reflect the adopted revenue requirement in rates;

3. Adopting PG&E's cost recovery proposal to recover the costs of its Comprehensive Gas

AMI Replacement Program; and

4. Granting such additional relief as the Commission may deem just and proper.

Respectfully Submitted,

AARON J. LEWIS

By: /s/Aaron J. Lewis

AARON J. LEWIS

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Oakland, CA 94612

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E-mail: Aaron.Lewis2@pge.com

Attorney for PACIFIC GAS AND ELECTRIC COMPANY

Dated: March 14, 2024

VERIFICATION

I, undersigned, say:

I am an officer of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and am authorized, pursuant to Code of Civil Procedure Section 466, paragraph 3, to make this verification for and on behalf of said corporation, and I make this verification for that reason.

I have read the foregoing pleading, and I am informed and believe the matters therein are true and on that ground, I allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California, on March 14, 2024.

/s/ Vincent M. Davis

Vincent M. Davis Senior Vice President, Customer Experience

EXHIBIT A PRESENTLY EFFECTIVE ELECTRIC RATES

RESIDENTIAL RATES

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE E-1			1
2 3 4 5	MINIMUM BILL (\$/MONTH) ES UNIT DISCOUNT (\$/UNIT/MONTH) ET UNIT DISCOUNT (\$/UNIT/MONTH) ES/ET MINIMUM RATE LIMITER (\$/KWH)	\$11.92 \$0.82 \$3.54 \$0.04892	\$11.92 \$0.82 \$3.54 \$0.04892	2 3 4 5
6 7 8	ENERGY (\$/KWH) TIER 1 (Baseline Quantity - BQ) TIER 2 - All usage > 100% of BQ	\$0.42101 \$0.52708	\$0.42101 \$0.52708	6 7 8
9	SCHEDULE E-TOU-C (Default TOU Rate for E-1 Customers)	************	******	9
10	MINIMUM BILL (\$/MONTH)	\$11.92	\$11.92	10
11 12 13	ON-PEAK ENERGY (\$/KWH) PART-PEAK ENERGY (\$/KWH) BASELINE CREDIT (\$/KWH)	\$0.61949 \$0.53605 (\$0.10607)	\$0.51678 \$0.48843 (\$0.10607)	11 12 13
14	**************************************	*************	******	14
15 16	MINIMUM BILL (\$/MONTH) METER CHARGE (\$/MONTH)	\$11.92 \$7.70	\$11.92 \$7.70	15 16
17 18 19 20 21 22 23 24 25	ON-PEAK ENERGY (\$/KWH) TIER 1 (Baseline Quantity - BQ) TIER 2 - All usage > 100% of BQ PART-PEAK ENERGY (\$/KWH) TIER 1 (Baseline Quantity - BQ) TIER 2 - All usage > 100% of BQ OFF-PEAK ENERGY (\$/KWH) TIER 1 (Baseline Quantity - BQ) TIER 2 - All usage > 100% of BQ	\$0.51342 \$0.61949 \$0.00000 \$0.00000 \$0.42998 \$0.53605	n/a n/a \$0.41071 \$0.51678 \$0.38236 \$0.48843	17 18 19 20 21 22 23 24 25
	***************************************	*********	******	

OPTIONAL RESIDENTIAL RATES

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	D-CARE (Previously Low Income "L" Rates)			1
2 3 4	MINIMUM BILL (\$/MONTH) - 50% DISCOUNT EML-TOU METER CHARGE(\$/MONTH) BASE SERVICES CHARGE (\$/MONTH) - 50% DISCOUNT	\$5.96 \$0.00 \$7.50	\$5.96 \$0.00 \$7.50	2 3 4
5	ALL ENERGY (% DISCOUNT)	34.99%	34.99%	5
	***************************************	**********	******	
6	SCHEDULE E-TOU-B			6
7	MINIMUM BILL (\$/MONTH)	\$11.92	\$11.92	7
8 9	ON-PEAK ENERGY (\$/KWH) OFF-PEAK ENERGY (\$/KWH)	\$0.60370 \$0.48064	\$0.46706 \$0.42826	8 9
	***************************************	*******	*****	
10	SCHEDULE E-TOU-D			10
11	MINIMUM BILL (\$/MONTH)	\$11.92	\$11.92	11
12	ON-PEAK ENERGY (\$/KWH)	\$0.58873	\$0.49913	12
13	OFF-PEAK ENERGY (\$/KWH)	\$0.45377	\$0.46052	13
	***************************************	*******	******	
14	SCHEDULE E-ELEC			14
15	BASE SERVICES CHARGE (\$/MONTH)	\$15.00	\$15.00	15
16	ON-PEAK ENERGY (\$/KWH)	\$0.63702	\$0.40551	16
17	PART-PEAK ENERGY (\$/KWH)	\$0.47514	\$0.38342	17
18	OFF-PEAK ENERGY (\$/KWH)	\$0.41846	\$0.36956	18
	***************************************	*********	******	
19	SCHEDULE EV: RATE A			19
20	MINIMUM BILL (\$/MONTH)	\$11.92	\$11.92	20
21	ON-PEAK ENERGY (\$/KWH)	\$0.72540	\$0.54280	21
22	PART-PEAK ENERGY (\$/KWH)	\$0.48129	\$0.41079	22
23	OFF-PEAK ENERGY (\$/KWH)	\$0.36874	\$0.33906	23
	***************************************	*********	*****	
24	SCHEDULE EV: RATE B			24
25	EV-B METER CHARGE (\$/MONTH)	\$1.50	\$1.50	25
26	ON-PEAK ENERGY (\$/KWH)	\$0.72249	\$0.53995	26
27	PART-PEAK ENERGY (\$/KWH)	\$0.47838	\$0.40794	27
28	OFF-PEAK ENERGY (\$/KWH)	\$0.36583	\$0.33621	28
	***************************************	********	*****	
29	SCHEDULE EV2: RATE A			29
30	MINIMUM BILL (\$/MONTH)	\$11.92	\$11.92	30
31	ON-PEAK ENERGY (\$/KWH)	\$0.65828	\$0.53117	31
32	PART-PEAK ENERGY (\$/KWH)	\$0.54779	\$0.51447	32
33	OFF-PEAK ENERGY (\$/KWH)	\$0.34578	\$0.34578	33
	***************************************	********	*****	

SMALL L&P RATES

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE A-1			1
2 3	CUSTOMER CHARGE: SINGLE-PHASE (\$/MO.) CUSTOMER CHARGE: POLYPHASE (\$/MO.)	\$10.00 \$25.00	\$10.00 \$25.00	2
4	ENERGY (\$/KWH)	\$0.46260	\$0.40562	4
5	**************************************	**********	******	5
6 7	CUSTOMER CHARGE: SINGLE-PHASE (\$/MO.) CUSTOMER CHARGE: POLYPHASE (\$/MO.)	\$10.00 \$25.00	\$10.00 \$25.00	6 7
8 9 10 11	ENERGY (\$/KWH) ON-PEAK PART-PEAK OFF-PEAK	\$0.46544 \$0.46544 \$0.44074	\$0.41786 \$0.41728	8 9 10 11
40	***************************************	**********	******	40
12	SCHEDULE A-6			12
13 14	CUSTOMER CHARGE: SINGLE-PHASE (\$/MO.) CUSTOMER CHARGE: POLYPHASE (\$/MO.)	\$10.00 \$25.00	\$10.00 \$25.00	13 14
18 19 20 21	ENERGY (\$/KWH) ON-PEAK PART-PEAK OFF-PEAK	\$0.52426 \$0.48275 \$0.43027	\$0.42122 \$0.42018	18 19 20 21
22	**************************************	*********	******	22
23 24	CUSTOMER CHARGE (\$/MONTH) FACILITY CHARGE (\$/MONTH)	\$10.00 \$25.00	\$10.00 \$25.00	23 24
25	ENERGY (\$/KWH)	\$0.46242	\$0.42172	25
26	**************************************	**********	******	26
27	CUSTOMER CHARGE (\$/MONTH)	\$15.00	\$15.00	27
28	ENERGY (\$/KWH)	\$0.37510	\$0.37510	28
	***************************************	*********	******	

SMALL L&P RATES

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
	***************************************	*******	******	
1	SCHEDULE B-1			1
2	CUSTOMER CHARGE: SINGLE-PHASE (\$/MO.) CUSTOMER CHARGE: POLYPHASE (\$/MO.)	\$10.00 \$25.00	\$10.00 \$25.00	2
4	ENERGY (\$/KWH)	,	•	4
5 6	ON-PEAK PART-PEAK	\$0.51125 \$0.46202	\$0.43582	5 6
7	OFF-PEAK	\$0.46202 \$0.44121	\$0.41970	7
8	SUPER OFF-PEAK	******	\$0.40328	8
	***************************************	********	:*****	
9	SCHEDULE B-6			9
10	CUSTOMER CHARGE: SINGLE-PHASE (\$/MO.)	\$10.00	\$10.00	10
11	CUSTOMER CHARGE: POLYPHASE (\$/MO.)	\$25.00	\$25.00	11
12	ENERGY (\$/KWH)			12
13	ON-PEAK	\$0.68497	\$0.43827	13
14	OFF-PEAK	\$0.42734	\$0.39468	14
15	SUPER OFF-PEAK		\$0.35860	15
	***************************************	*******	******	

MEDIUM L&P RATES

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
	*********************	************	*****	
1	SCHEDULE A-10			1
2	CUSTOMER CHARGE (\$/MONTH)	\$346.91	\$346.91	2
3	MAXIMUM DEMAND CHARGE (\$/KW/MO)			3
4	SECONDARY VOLTAGE	\$24.24	\$24.24	4
5	PRIMARY VOLTAGE	\$23.54	\$23.54	5
6	TRANSMISSION VOLTAGE	\$13.80	\$13.80	6
7	ENERGY CHARGE (\$/KWH)			7
8	SECONDARY VOLTAGE	\$0.30240	\$0.26480	8
9	PRIMARY VOLTAGE	\$0.28109	\$0.24589	9
10	TRANSMISSION VOLTAGE	\$0.19759	\$0.18047	10
	***************************************	*************	******	
11	SCHEDULE A-10 TOU			11
12	CUSTOMER CHARGE (\$/MONTH)	\$346.91	\$346.91	12
13	MAXIMUM DEMAND CHARGE (\$/KW/MO)			13
14	SECONDARY VOLTAGE	\$24.24	\$24.24	14
15	PRIMARY VOLTAGE	\$23.54	\$23.54	15
16	TRANSMISSION VOLTAGE	\$13.80	\$13.80	16
17	ENERGY CHARGE (\$/KWH)			17
18	SECONDARY			18
19	ON PEAK	\$0.31594		19
20	PARTIAL PEAK	\$0.31594	\$0.26548	20
21	OFF-PEAK	\$0.28916	\$0.26477	21
22	PRIMARY			22
23	ON PEAK	\$0.29527		23
24	PARTIAL PEAK	\$0.29527	\$0.24615	24
25	OFF-PEAK	\$0.26995	\$0.24548	25
26	TRANSMISSION			26
27	ON PEAK	\$0.21205		27
28	PARTIAL PEAK	\$0.21205	\$0.18017	28
29	OFF-PEAK	\$0.18740	\$0.17951	29
	***************************************	************	******	
30	SCHEDULE B-10			30
31	CUSTOMER CHARGE (\$/MONTH)	\$346.91	\$346.91	31
32	MAXIMUM DEMAND CHARGE (\$/KW/MO)			32
33	SECONDARY VOLTAGE	\$21.42	\$21.42	33
34	PRIMARY VOLTAGE	\$20.72	\$20.72	34
35	TRANSMISSION VOLTAGE	\$14.09	\$14.09	35
36	ENERGY CHARGE (\$/KWH)			36
37	SECONDARY			37
38	ON-PEAK	\$0.38677	\$0.31049	38
39	PART-PEAK	\$0.32508		39
40	OFF-PEAK	\$0.29251	\$0.27501	40
41	SUPER OFF-PEAK		\$0.23867	41
42	PRIMARY			42
43	ON-PEAK	\$0.36351	\$0.29064	43
44	PART-PEAK	\$0.30520		44
45	OFF-PEAK	\$0.27437	\$0.25701	45
46	SUPER OFF-PEAK		\$0.22067	46
47	TRANSMISSION		*****	47
48	ON-PEAK	\$0.26413	\$0.21108	48
49	PART-PEAK	\$0.20739	40.4	49
50	OFF-PEAK	\$0.17732	\$0.17825	50
51	SUPER OFF-PEAK		\$0.14191	51
	***************************************	************	*****	

E-19 FIRM RATES

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE E-19 T FIRM	************	*******	1
2 3 4 5	CUSTOMER CHARGE > 500 KW (\$/MONTH) CUSTOMER CHARGE < 500 KW (\$/MONTH) TOU METER CHARGE - RATES V & X (\$/MONTH) TOU METER CHARGE - RATE W (\$/MONTH)	\$3,897.86 \$346.91 \$346.91 \$346.91	\$3,897.86 \$346.91 \$346.91 \$346.91	2 3 4 5
6 7 8 9	DEMAND CHARGE (\$/KW/MONTH) ON-PEAK PARTIAL PEAK MAXIMUM	\$15.81 \$15.81 \$18.56	\$0.00 \$18.56	6 7 8 9
10 11 12 13	ENERGY CHARGE (\$/KWH) ON-PEAK PARTIAL-PEAK OFF-PEAK	\$0.13273 \$0.13273 \$0.12607	\$0.12320 \$0.12243	10 11 12 13
14	**************************************	*************	******	14
15 16 17 18	CUSTOMER CHARGE > 500 KW (\$/MONTH) CUSTOMER CHARGE < 500 KW (\$/MONTH) TOU METER CHARGE - RATES V & X (\$/MONTH) TOU METER CHARGE - RATE W (\$/MONTH)	\$2,632.94 \$346.91 \$346.91 \$346.91	\$2,632.94 \$346.91 \$346.91 \$346.91	15 16 17 18
19 20 21 22	DEMAND CHARGE (\$/KW/MONTH) ON-PEAK PARTIAL PEAK MAXIMUM	\$21.63 \$17.75 \$34.19	\$0.00 \$34.19	19 20 21 22
23 24 25 26	ENERGY CHARGE (\$/KWH) ON-PEAK PARTIAL-PEAK OFF-PEAK	\$0.14971 \$0.14971 \$0.14291	\$0.13998 \$0.13918	23 24 25 26
27	**************************************	***************	*******	27
28 29 30 31	CUSTOMER CHARGE > 500 KW (\$/MONTH) CUSTOMER CHARGE < 500 KW (\$/MONTH) TOU METER CHARGE - RATES V & X (\$/MONTH) TOU METER CHARGE - RATE W (\$/MONTH)	\$1,743.34 \$346.91 \$346.91 \$346.91	\$1,743.34 \$346.91 \$346.91 \$346.91	28 29 30 31
32 33 34 35	DEMAND CHARGE (\$/KW/MONTH) ON-PEAK PARTIAL PEAK MAXIMUM	\$25.20 \$20.02 \$43.18	\$0.00 \$43.18	32 33 34 35
36 37 38 39	ENERGY CHARGE (\$/KWH) ON-PEAK PARTIAL-PEAK OFF-PEAK	\$0.16481 \$0.16481 \$0.15778	\$0.15474 \$0.15390	36 37 38 39

B-19 FIRM RATES

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	**************************************	************	******	1
2 3	CUSTOMER CHARGE (\$/MONTH) TOU METER CHARGE - RATE V (\$/MONTH)	\$4,045.12 \$346.91	\$4,045.12 \$346.91	2 3
4	DEMAND CHARGE (\$/KW/MONTH)			4
5	ON-PEAK	\$19.17	\$1.85	5
6	PARTIAL PEAK	\$4.79	#40.00	6
7	MAXIMUM	\$18.88	\$18.88	7
8	ENERGY CHARGE (\$/KWH)			8
9	ON-PEAK	\$0.19455	\$0.19345	9
10	PARTIAL-PEAK	\$0.17826	CO 1442 E	10
11 12	OFF-PEAK SUPER OFF-PEAK	\$0.14359	\$0.14435 \$0.07213	11 12
			Ψ0.0.2.0	
13	SCHEDULE B-19 P FIRM	*****************	*******	13
4.4	CHOTOMED CHARGE (\$\$\text{\$\ext{\$\text{\$\exitin{\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\texit{\$\text{\$\text{\$\text{\$\text{\$\text{\$\texitt{\$\text{\$\text{\$\text{\$\tex{\$\text{\$\text{\$\texititt{\$\text{\$\texit{\$\text{\$\text{\$\text{\$\e	#0.070.00	#0.070.00	4.4
14 15	CUSTOMER CHARGE (\$/MONTH) TOU METER CHARGE - RATE V (\$/MONTH)	\$2,676.69 \$346.91	\$2,676.69 \$346.91	14 15
.0	TOO METER OF MICE TO THE V (QUINOTTIT)	φο-το.ο Ι	φο-το.ο τ	10
16	DEMAND CHARGE (\$/KW/MONTH)			16
17	ON-PEAK	\$42.97	\$2.19	17
18 19	PARTIAL PEAK MAXIMUM	\$9.30 \$30.14	\$30.14	18 19
13	IVIAAIIVIOIVI	ψ30.14	ψ30.14	13
20	ENERGY CHARGE (\$/KWH)			20
21	ON-PEAK	\$0.21404	\$0.19172	21
22	PARTIAL-PEAK	\$0.17564 \$0.14335	¢0 14266	22
23 24	OFF-PEAK SUPER OFF-PEAK	\$0.14225	\$0.14266 \$0.07287	23 24
2-7	OOI ERROLL FEAR		ψ0.07207	2-7
	***************************************	*********	******	
25	SCHEDULE B-19 S FIRM			25
06	CLISTOMED CHARGE (\$/MONTH)	¢4 767 70	¢1 767 70	06
26 27	CUSTOMER CHARGE (\$/MONTH) TOU METER CHARGE - RATE V (\$/MONTH)	\$1,767.72 \$346.91	\$1,767.72 \$346.91	26 27
21	TOO METER OFFICE TRATE V (\$\pi\moretimoVIIII)	Ψ040.51	ψ0+0.01	21
28	DEMAND CHARGE (\$/KW/MONTH)			28
29	ON-PEAK	\$51.88	\$3.02	29
30	PARTIAL PEAK	\$11.32	#07.00	30
31	MAXIMUM	\$37.99	\$37.99	31
32	ENERGY CHARGE (\$/KWH)			32
33	ON-PEAK	\$0.24236	\$0.21024	33
34	PARTIAL-PEAK	\$0.19178	40 4 0 -	34
35	OFF-PEAK	\$0.15600	\$0.15587	35
36	SUPER OFF-PEAK		\$0.08292	36
	***************************************	*************	******	

LARGE L&P RATES

NE IO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LI N
1	SCHEDULE E-20 T FIRM			
2	CUSTOMER CHARGE (\$/MONTH)-FIRM	\$12,630.47	\$12,630.47	
3	DEMAND CHARGE (\$/KW/MONTH)			
4	ON-PEAK	\$20.91		
5	PARTIAL PEAK	\$20.91	\$0.00	
6	MAXIMUM	\$19.80	\$19.80	
7	ENERGY CHARGE (\$/KWH)	40.4000		
8	ON-PEAK	\$0.13639	#0.40050	
9	PARTIAL-PEAK	\$0.13639 \$0.13053	\$0.12658	
10	OFF-PEAK	\$0.12953	\$0.12578	
11	**************************************	**************	******	
		40,000,00	# 0.000.00	
2	CUSTOMER CHARGE (\$/MONTH)	\$3,388.66	\$3,388.66	
13	DEMAND CHARGE (\$/KW/MONTH)			
14	ON-PEAK	\$26.10		
15	PARTIAL PEAK	\$20.82	\$0.00	
16	MAXIMUM	\$39.60	\$39.60	
17	ENERGY CHARGE (\$/KWH)			
18	ON-PEAK	\$0.15164		
19	PARTIAL-PEAK	\$0.15164	\$0.14193	
20	OFF-PEAK	\$0.14484	\$0.14114	
	***************************************	***************	******	
21	SCHEDULE E-20 S FIRM			
22	CUSTOMER CHARGE (\$/MONTH)	\$3,267.50	\$3,267.50	
23	DEMAND CHARGE (\$/KW/MONTH)			
24	ON-PEAK	\$25.69		
25	PARTIAL PEAK	\$19.51	\$0.00	
26	MAXIMUM	\$42.97	\$42.97	
27	ENERGY CHARGE (\$/KWH)			
28	ON-PEAK	\$0.15445		
29	PARTIAL-PEAK	\$0.15445	\$0.14457	
30	OFF-PEAK	\$0.14758	\$0.14375	

LARGE L&P RATES

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE B-20 T FIRM			1
2	CUSTOMER CHARGE (\$/MONTH)-FIRM	\$13,201.05	\$13,201.05	2
3 4 5 6	DEMAND CHARGE (\$/KW/MONTH) ON-PEAK PARTIAL PEAK MAXIMUM	\$28.05 \$6.69 \$20.15	\$3.74 \$20.15	3 4 5 6
7 8 9 10 11	ENERGY CHARGE (\$/KWH) ON-PEAK PARTIAL-PEAK OFF-PEAK SUPER OFF-PEAK	\$0.19776 \$0.16684 \$0.13233	\$0.18946 \$0.12705 \$0.06472	7 8 9 10 11
12	**************************************	***************	******	12
13	CUSTOMER CHARGE (\$/MONTH)	\$3,443.37	\$3,443.37	13
14 15 16 17	DEMAND CHARGE (\$/KW/MONTH) ON-PEAK PARTIAL PEAK MAXIMUM	\$50.75 \$10.48 \$35.95	\$3.06 \$35.95	14 15 16 17
18 19 20 21 22	ENERGY CHARGE (\$/KWH) ON-PEAK PARTIAL-PEAK OFF-PEAK SUPER OFF-PEAK	\$0.22506 \$0.17632 \$0.14232	\$0.19403 \$0.14241 \$0.06917	18 19 20 21 22
23	**************************************	***********	******	23
24	CUSTOMER CHARGE (\$/MONTH)	\$3,313.78	\$3,313.78	24
25 26 27 28	DEMAND CHARGE (\$/KW/MONTH) ON-PEAK PARTIAL PEAK MAXIMUM	\$47.23 \$10.16 \$40.55	\$3.03 \$40.55	25 26 27 28
29 30 31 32 33	ENERGY CHARGE (\$/KWH) ON-PEAK PARTIAL-PEAK OFF-PEAK SUPER OFF-PEAK	\$0.22995 \$0.18463 \$0.14885	\$0.20295 \$0.14856 \$0.07569	29 30 31 32 33

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE S - TRANSMISSION			1
2	CONTRACT CAPACITY CHARGE (\$/KW/MO.)	\$2.31	\$2.31	2
3	EFFECTIVE RESERVATION CHARGE (\$/KW/MO.)	\$1.96	\$1.96	3
4	ENERGY (\$/KWH)			4
5	ON-PEAK	\$0.20621		5
6	PART-PEAK	\$0.17844	\$0.18281	6
7	OFF-PEAK	\$0.14170	\$0.15459	7
	***************************************	************	******	
8	SCHEDULE S - PRIMARY			8
9	CONTRACT CAPACITY CHARGE (\$/KW/MO.)	\$15.49	\$15.49	9
10	EFFECTIVE RESERVATION CHARGE (\$/KW/MO.)	\$13.17	\$13.17	10
11	ENERGY (\$/KWH)			11
12	ON-PEAK	\$1.22537		12
13	PART-PEAK	\$0.52361	\$0.23265	13
14	OFF-PEAK	\$0.17249	\$0.18756	14
	***************************************	*********	******	
15	SCHEDULE S - SECONDARY			15
16	CONTRACT CAPACITY CHARGE (\$/KW/MO.)	\$15.49	\$15.49	16
17	EFFECTIVE RESERVATION CHARGE (\$/KW/MO.)	\$13.49 \$13.17	\$13.49 \$13.17	17
17	ELLECTIVE RECEIVATION CHARGE (MINWING.)	ψ13.17	ψ13.17	17
18	ENERGY (\$/KWH)			18
19	ON-PEAK	\$1.21918		19
20	PART-PEAK	\$0.51742	\$0.22646	20
21	OFF-PEAK	\$0.16630	\$0.18137	21
	*************************	*********	******	

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE S CUSTOMER AND METER CHARGES	***************************************	************	1
2	RESIDENTIAL CUSTOMER CHARGE (\$/MO)	\$5.00	\$5.00	2
4	TOU METER CHARGE (\$/MO)	\$3.90	\$3.90	4
5 6 7	AGRICULTURAL CUSTOMER CHARGE (\$/MO) TOU METER CHARGE (\$/MO)	\$27.60 \$6.00	\$27.60 \$6.00	5 6 7
8 9 10 11	SMALL LIGHT AND POWER (less than or equal to 75 kW) SINGLE PHASE CUSTOMER CHARGE (\$/MO) POLY PHASE CUSTOMER CHARGE (\$/MO) METER CHARGE (\$/MO)	\$10.00 \$25.00 \$6.12	\$10.00 \$25.00 \$6.12	8 9 10 11
12 13 14	MEDIUM LIGHT AND POWER (>75 kW, <500 kW) CUSTOMER CHARGE (\$/MO) METER CHARGE (\$/MO)	\$346.91 \$5.40	\$346.91 \$5.40	12 13 14
15 16 17 18	MEDIUM LIGHT AND POWER (>500kW, <1000kW) TRANSMISSION CUSTOMER CHARGE (\$/MO) PRIMARY CUSTOMER CHARGE (\$/MO) SECONDARY CUSTOMER CHARGE (\$/MO)	\$3,897.86 \$2,632.94 \$1,743.34	\$3,897.86 \$2,632.94 \$1,743.34	15 16 17 18
19 20 21 22	LARGE LIGHT AND POWER (> 1000 kW) TRANSMISSION CUSTOMER CHARGE (\$/MO) PRIMARY CUSTOMER CHARGE (\$/MO) SECONDARY CUSTOMER CHARGE (\$/MO)	\$12,630.47 \$3,388.66 \$3,267.50	\$12,630.47 \$3,388.66 \$3,267.50	19 20 21 22
23	REDUCED CUSTOMER CHARGES (\$/MO)			23
24 25 26	SMALL LIGHT AND PWR (< 75 kW) SINGLE PHASE MED LIGHT AND PWR (Res Capacity >75 kW and <500 kW) S MED LIGHT AND PWR (Res Capacity > 500 kW and < 1000 kW) S	\$10.00 \$37.57 \$240.93	\$10.00 \$37.57 \$240.93	24 25 26
	**************************************	·	******	

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE SB - TRANSMISSION			1
2	CONTRACT CAPACITY CHARGE (\$/KW/MO.)	\$2.12	\$2.12	2
3	EFFECTIVE RESERVATION CHARGE (\$/KW/MO.)	\$1.80	\$1.80	3
4	ENERGY (\$/KWH)			4
5	ON-PEAK	\$0.18529	\$0.18059	5
6	PART-PEAK	\$0.17332		6
7	OFF-PEAK	\$0.16000	\$0.16124	7
8	SUPER OFF-PEAK		\$0.11702	8
	***************************************	***********	******	
9	SCHEDULE SB - PRIMARY			9
10	CONTRACT CAPACITY CHARGE (\$/KW/MO.)	\$16.72	\$16.72	10
11	EFFECTIVE RESERVATION CHARGE (\$/KW/MO.)	\$14.21	\$14.21	11
12	ENERGY (\$/KWH)			12
13	ON-PEAK	\$0.85097	\$0.25388	13
14	PART-PEAK	\$0.49588	*********	14
15	OFF-PEAK	\$0.22722	\$0.22838	15
16	SUPER OFF-PEAK	•	\$0.18423	16
	***************************************	*********	******	
17	SCHEDULE SB - SECONDARY			17
18	CONTRACT CAPACITY CHARGE (\$/KW/MO.)	\$16.72	\$16.72	18
19	EFFECTIVE RESERVATION CHARGE (\$/KW/MO.)	\$14.21	\$14.21	19
10	ETT ESTIVE RESERVATION OF WIRESE (\$1700)	Ψ1 <u>Σ</u> 1	Ψ	10
20	ENERGY (\$/KWH)			20
21	ON-PEAK	\$0.84478	\$0.24769	21
22	PART-PEAK	\$0.48969		22
23	OFF-PEAK	\$0.22103	\$0.22219	23
24	SUPER OFF-PEAK		\$0.17804	24
	***************************************	**********	******	

LINE NO.	***************************************	RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE SB CUSTOMER CHARGES			1
2	RESIDENTIAL CUSTOMER CHARGE (\$/MO)	\$5.00	\$5.00	2
4 5	AGRICULTURAL CUSTOMER CHARGE (\$/MO)	\$27.87	\$27.87	4 5
6 7 8	SMALL LIGHT AND POWER (less than or equal to 50 kW) SINGLE PHASE CUSTOMER CHARGE (\$/MO) POLY PHASE CUSTOMER CHARGE (\$/MO)	\$10.00 \$25.00	\$10.00 \$25.00	6 7 8
9 10	MEDIUM LIGHT AND POWER (>75 kW, <500 kW) CUSTOMER CHARGE (\$/MO)	\$346.91	\$346.91	9 10
11 12 13 14	MEDIUM LIGHT AND POWER (>500kW, <1000kW) TRANSMISSION CUSTOMER CHARGE (\$/MO) PRIMARY CUSTOMER CHARGE (\$/MO) SECONDARY CUSTOMER CHARGE (\$/MO)	\$4,045.12 \$2,676.69 \$1,767.72	\$4,045.12 \$2,676.69 \$1,767.72	11 12 13 14
15 16 17 18	LARGE LIGHT AND POWER (> 1000 kW) TRANSMISSION CUSTOMER CHARGE (\$/MO) PRIMARY CUSTOMER CHARGE (\$/MO) SECONDARY CUSTOMER CHARGE (\$/MO)	\$13,201.05 \$3,443.37 \$3,313.78	\$13,201.05 \$3,443.37 \$3,313.78	15 16 17 18
19	REDUCED CUSTOMER CHARGES (\$/MO)			19
20 21 22	SMALL LIGHT AND PWR (< 75 kW) SINGLE PHASE MED LIGHT AND PWR (Res Capacity >75 kW and <500 kW) S MED LIGHT AND PWR (Res Capacity > 500 kW and < 1000 kW) S	\$10.00 \$37.57 \$240.93	\$10.00 \$37.57 \$240.93	20 21 22

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
1	SCHEDULE AG-1A	*****	*******	1
2	CUSTOMER CHARGE (\$/MONTH)	\$17.47	\$17.47	2
3	CONNECTED LOAD CHARGE (\$/hp/MONTH)	\$13.11	\$9.14	3
4	ENERGY CHARGE (\$/KWH)	\$0.37906	\$0.32940	4
	***************************************	**********	******	
5	SCHEDULE AG-RA			5
6	CUSTOMER CHARGE - RATES A & D (\$/MONTH)	\$17.47	\$17.47	6
9	CONNECTED LOAD CHARGE (\$/hp/MONTH)	\$10.98	\$8.13	9
10	ENERGY (\$/KWH)			10
11	ON-PEAK	\$0.37012	#0.00044	11
12 13	PART-PEAK OFF-PEAK	\$0.36833	\$0.32244 \$0.32173	12 13
13	OIT-I LAK	ψ0.30033	ψ0.32173	13
	***************************************	**********	******	
14	SCHEDULE AG-VA			14
15	CUSTOMER CHARGE - RATES A & D (\$/MONTH)	\$17.47	\$17.47	15
18	CONNECTED LOAD CHARGE (\$/hp/MONTH)	\$10.69	\$7.70	18
19	ENERGY (\$/KWH)			19
20	ON-PEAK	\$0.37485		20
21	PART-PEAK		\$0.32674	21
22	OFF-PEAK	\$0.37307	\$0.32603	22
	***************************************	*********	*****	
23	SCHEDULE AG-4A			23
24	CUSTOMER CHARGE - RATES A & D (\$/MONTH)	\$17.47	\$17.47	24
27	CONNECTED LOAD CHARGE (\$/hp/MONTH)	\$11.41	\$8.48	27
28	ENERGY (\$/KWH)			28
29	ON-PEAK	\$0.41086		29
30	PART-PEAK		\$0.35550	30
31	OFF-PEAK	\$0.40911	\$0.35478	31
	***************************************	*********	******	
32	SCHEDULE AG-5A			32
33	CUSTOMER CHARGE - RATES A & D (\$/MONTH)	\$17.47	\$17.47	33
36	CONNECTED LOAD CHARGE (\$/hp/MONTH)	\$20.00	\$11.91	36
37	ENERGY (\$/KWH)			37
38	ON-PEAK	\$0.32708		38
39	PART-PEAK		\$0.29465	39
40	OFF-PEAK	\$0.32563	\$0.29394	40

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LIN NO
	***************************************	***********	******	
1	SCHEDULE AG-1B			1
2	CUSTOMER CHARGE (\$/MONTH)	\$23.23	\$23.23	2
3	MAXIMUM DEMAND CHARGE (\$/KW/MONTH)			3
4	SECONDARY VOLTAGE	\$21.70	\$16.29	4
5	PRIMARY VOLTAGE DISCOUNT	\$1.93	\$1.41	5
6	ENERGY CHARGE (\$/KWH)	\$0.30806	\$0.23265	6
	***************************************	************	******	
7	SCHEDULE AG-RB			7
8	CUSTOMER CHARGE - RATES B & E (\$/MONTH)	\$23.23	\$23.23	8
11	ON-PEAK DEMAND CHARGE (\$/KW/MONTH)	\$7.12		11
12	MAXIMUM DEMAND CHARGE (\$/KW/MONTH)			12
13	SECONDARY VOLTAGE	\$18.56	\$14.65	13
14	PRIMARY VOLTAGE DISCOUNT	\$0.71	\$0.81	14
15	ENERGY CHARGE (\$/KWH)			15
16	ON-PEAK	\$0.34256		16
17	PART-PEAK		\$0.31155	17
18	OFF-PEAK	\$0.34095	\$0.31084	18
	***************************************	************	******	
19	SCHEDULE AG-VB			19
20	CUSTOMER CHARGE - RATES B & E (\$/MONTH)	\$23.23	\$23.23	20
23	ON-PEAK DEMAND CHARGE (\$/KW/MONTH)	\$6.06		23
24	MAXIMUM DEMAND CHARGE (\$/KW/MONTH)			24
25	SECONDARY VOLTAGE	\$18.78	\$15.05	25
26	PRIMARY VOLTAGE DISCOUNT	\$0.97	\$0.92	26
27	ENERGY CHARGE (\$/KWH)			27
28	ON-PEAK	\$0.32454		28
29	PART-PEAK		\$0.29465	29
30	OFF-PEAK	\$0.32291	\$0.29394	30

LINE NO.		3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
4	**************************************	************	*****	4
1	SCHEDULE AG-4B			1
2	CUSTOMER CHARGE - RATES B & E (\$/MONTH)	\$23.23	\$23.23	2
5	ON-PEAK DEMAND CHARGE (\$/KW/MONTH)	\$4.08		5
6	MAXIMUM DEMAND CHARGE (\$/KW/MONTH)			6
7	SECONDARY VOLTAGE	\$19.42	\$14.47	7
8	PRIMARY VOLTAGE DISCOUNT	\$2.04	\$0.90	8
^	ENERGY OLIABOE (#WALL)			0
9	ENERGY CHARGE (\$/KWH)	¢0.24455		9
10 11	ON-PEAK PART-PEAK	\$0.34455	\$0.31368	10 11
12	OFF-PEAK	\$0.34298	\$0.26342	12
12	OIT-I LAIK	ψ0.54290	ψ0.20342	12
	***************************************	*******	*****	
13	SCHEDULE AG-4C			13
14	CUSTOMER CHARGE - RATES C & F (\$/MONTH)	\$65.44	\$65.44	14
17	DEMAND CHARGE (\$/KW/MONTH)			17
18	ON-PEAK	\$8.14		18
19	PART-PEAK	\$7.24	\$2.23	19
20	MAXIMUM	\$15.33	\$15.33	20
21	PRIMARY VOLTAGE DISCOUNT			21
22	ON-PEAK	\$0.78		22
23	MAXIMUM		\$0.66	23
24	TRANSMISSION VOLTAGE DISCOUNT			24
25	ON-PEAK	\$2.91		25
26	PART-PEAK	\$2.01	\$2.23	26
27	MAXIMUM	\$11.49	\$11.49	27
28	ENERGY CHARGE (\$/KWH)			28
29	ON-PEAK	\$0.26395		29
30	PART-PEAK	\$0.26342	\$0.24077	30
31	OFF-PEAK	\$0.25162	\$0.24006	31
32	SCHEDULE AG-5B	*************	******	32
33	CUSTOMER CHARGE - RATES B & E (\$/MONTH)	\$36.36	\$36.36	33
	,	·		
36	ON-PEAK DEMAND CHARGE (\$/KW/MONTH)	\$9.90		36
37	MAXIMUM DEMAND CHARGE (\$/KW/MONTH)			37
38	SECONDARY VOLTAGE	\$29.06	\$19.45	38
39	PRIMARY VOLTAGE DISCOUNT	\$3.71	\$0.67	39
40	TRANSMISSION VOLTAGE DISCOUNT	\$14.31	\$9.06	40
41	ENERGY CHARGE (\$/KWH)			41
42	ON-PEAK	\$0.24594		42
43	PART-PEAK		\$0.22875	43
44	OFF-PEAK	\$0.24518	\$0.22807	44
	***************************************	**********	******	

		3/1/24	3/1/24	
LINE		RATES	RATES	LINE
NO.		SUMMER	WINTER	NO.
	*************************	***********	******	
1	SCHEDULE AG-5C			1
2	CUSTOMER CHARGE - RATES C & F (\$/MONTH)	\$161.58	\$161.58	2
5	DEMAND CHARGE (\$/KW/MONTH)			5
6	ON-PEAK	\$16.77		6
7	PART-PEAK	\$14.89	\$3.32	7
8	MAXIMUM	\$14.10	\$14.10	8
9	PRIMARY VOLTAGE DISCOUNT			9
10	ON-PEAK	\$1.56		10
11	MAXIMUM		\$1.24	11
12	TRANSMISSION VOLTAGE DISCOUNT			12
13	ON-PEAK	\$5.98		13
14	PART-PEAK	\$4.10	\$0.00	14
15	MAXIMUM	\$13.55	\$13.55	15
16	ENERGY CHARGE (\$/KWH)			16
17	ON-PEAK	\$0.20952		17
18	PART-PEAK	\$0.20910	\$0.20203	18
19	OFF-PEAK	\$0.20256	\$0.20132	19

STREETLIGHTING RATES

LINE NO.	***************************************	3/1/24 RATES SUMMER	3/1/24 RATES WINTER	LINE NO.
	***************************************	****	******	
1	SCHEDULE LS-1			1
2	ENERGY CHARGE (\$/KWH)	\$0.36159	\$0.36159	2
	***************************************	**********	******	
3	SCHEDULE LS-2			3
4	ENERGY CHARGE (\$/KWH)	\$0.36159	\$0.36159	4
	***************************************	**********	******	
5	SCHEDULE LS-3			5
6	SERVICE CHARGE (\$/METER/MO.)	\$7.50	\$7.50	6
7	ENERGY CHARGE (\$/KWH)	\$0.36159	\$0.36159	7
	***************************************	*********	******	
8	SCHEDULE OL-1			8
9	ENERGY CHARGE (\$/KWH)	\$0.37845	\$0.37845	9
	***************************************	*********	******	

EXHIBIT B CITY AND COUNTY MAILING LIST

SERVICE OF NOTICE OF APPLICATION

In accordance with Rule 3.2(b), Applicant will mail a notice to the following, stating in general terms its proposed change in rates.

State of California

To the Attorney General and the Department of General Services.

State of California Office of Attorney General 1300 I St Ste 1101 Sacramento, CA 95814

and

Director of General Services State of California 707 3rd St West Sacramento, CA 95605

Counties

To the County Counsel or District Attorney and the County Clerk in the following

counties:

Alameda Mariposa Alpine Mendocino Amador Merced Butte Modoc Calaveras Monterey Colusa Napa Contra Costa Nevada El Dorado Placer Fresno Plumas Glenn Sacramento Humboldt San Benito Kern San Bernardino San Francisco Kings Lake San Joaquin San Luis Obispo Lassen San Mateo Madera Santa Barbara Marin

Santa Clara Santa Cruz Shasta Sierra Siskiyou Solano Sonoma Stanislaus Sutter Tehama Trinity Tulare Tuolumne Yolo Yuba

Municipal Corporations

To the City Attorney and the City Clerk of the following municipal corporations:

Alameda Colusa Hanford Hayward Albany Concord **Amador City** Healdsburg Corcoran American Canyon Corning Hercules Hillsborough Corte Madera Anderson Cotati Hollister Angels Camp Antioch Cupertino Hughson Arcata Daly City Huron Arroyo Grande Danville Ione Davis Arvin Isleton Atascadero Del Rey Oakes Jackson Dinuba Atherton Kerman King City Atwater Dixon Dos Palos Kingsburg Auburn Avenal Dublin Lafayette Bakersfield East Palo Alto Lakeport **Barstow** El Cerrito Larkspur Belmont Elk Grove Lathrop Belvedere Emeryville Lemoore Benicia Escalon Lincoln Berkeley Eureka Live Oak **Biggs** Fairfax Livermore Blue Lake Fairfield Livingston Ferndale Lodi **Brentwood** Brisbane Firebaugh Lompoc Buellton Folsom Loomis Burlingame Fort Bragg Los Altos Calistoga Los Altos Hills Fortuna Campbell Foster City Los Banos Capitola Fowler Los Gatos Carmel Fremont Madera Ceres Fresno Manteca Chico Galt Maricopa Chowchilla Gilroy Marina Citrus Heights Gonzales Mariposa Clayton Grass Valley Martinez Marysville Clearlake Greenfield Cloverdale Gridley McFarland Grover Beach Clovis Mendota Coalinga Guadalupe Menlo Park Colfax Gustine Merced Colma Half Moon Bay Mill Valley

Millbrae Ridgecrest Sunnyvale
Milpitas Rio Dell Sutter Creek
Milpitas Sunnyvale

Modesto Rio Vista Taft Monte Sereno Ripon Tehama Riverbank Tiburon Monterey Rocklin Moraga Tracy Rohnert Park Trinidad Morgan Hill Morro Bay Roseville Turlock Mountain View Ukiah Ross Napa **Union City** Sacramento

NewarkSaint HelenaVacavilleNevada CitySalinasVallejoNewmanSan AnselmoVictorvilleNovatoSan BrunoWalnut Creek

OakdaleSan CarlosWascoOaklandSan FranciscoWaterfordOakleySan JoaquinWatsonvilleOrange CoveSan JoseWest Sacramento

San Juan Bautista Orinda Wheatland Orland San Leandro Williams Oroville San Luis Obispo Willits Pacific Grove San Mateo Willows Pacifica San Pablo Windsor Winters Palo Alto San Rafael Paradise Woodland San Ramon Woodside

Yountville

Yuba City

Parlier Sand City Paso Robles Sanger Santa Clara Patterson Petaluma Santa Cruz Piedmont Santa Maria Pinole Santa Rosa Pismo Beach Saratoga Pittsburg Sausalito Scotts Valley Placerville Pleasant Hill Seaside Pleasanton Sebastopol Plymouth Selma Point Arena Shafter

Pleasanton
Plymouth
Selma
Point Arena
Portola
Portola
Portola Valley
Soledad
Rancho Cordova
Red Bluff
Redding
Sebastopol
Selma
Shafter
Shasta Lake
Solvang
Solvang
Red Solvang
Sonoma
Redding

Redwood City South San Francisco

Reedley Stockton Richmond Suisun City