



Electric Sample Form No. 79-954
Departing Load Competition Transition Charge Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT

This is an agreement, between _____,
(Customer), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), hereinafter referred to individually as (Party) and collectively as (Parties). This agreement will be herein referred to as “Agreement”.

RECITALS

- A. On December 20, 1995, the California Public Utilities Commission (“CPUC”), issued D. 95-12-063 (as modified by D. 96-01-009) which, among other things, authorized PG&E to collect retail transition costs associated with electric restructuring. In its order, the Commission ruled that the Competition Transition Charge (“CTC”) will be nonbypassable and will apply to retail customers of record on or after December 20, 1995.
- B. On September 23, 1996, Governor Wilson signed into law Assembly Bill (AB) 1890 (Statutes 1996, Ch. 854, codified primarily in various sections of the Public Utilities Code), which also affected the restructuring of the electric industry in California, including the collection of retail transition costs and other nonbypassable charges. Among other things, AB 1890 establishes:
- (i) a nonbypassable CTC (Public Utilities Code Sections 367-368, 375-376);
 - (ii) certain exemptions to the CTC (Sections 372, 374);
 - (iii) nonbypassable charges for nuclear decommissioning (Section 379), recovery of Rate Reduction Bond principal, interest, and ongoing costs (Section 840(d)), and public purpose program costs (Sections 381-383) (hereinafter referred to as “other nonbypassable charges”); and
 - (iv) CTC responsibility for existing retail customers and for new electric consumers or loads located in PG&E’s service territory as it existed on December 20, 1995, except for those new or incremental loads that might be met through a direct transaction and the transaction does not require the use of transmission or distribution facilities owned by PG&E (Section 369).
- C. On June 11, 1997, the CPUC issued D. 97-06-060 adopting a CTC Procedure for Departing Loads (hereinafter referred to as the “Departing Load CTC”) and accepting the Departing Load CTC as an amendment to PG&E’s Electric Tariff Preliminary Statement.
- D. Under the Departing Load CTC, customers that meet the requirements of Departing Load, as that term is defined in the Departing Load CTC Procedure, are required to make payments according to a Departing Load CTC Statement (which includes payments for CTC and other applicable nonbypassable charges) and to execute a Departing Load CTC agreement five days before such Customer discontinues or reduces purchases of electricity from PG&E and has its load or the reduced portion of its load met by an alternate supplier of electricity.

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- E. Customer's premises and its current electrical load requirements are located at _____, County of _____, California. Customer's PG&E account number (if applicable) is _____.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Customer agrees that it is responsible for payment of its share of CTC and other nonbypassable charges as determined by the CPUC pursuant to Decision 97-06-060 and related orders in the Restructuring Proceeding.
2. Customer agrees to make ongoing monthly payments based on the Reference Period Load Profile described in customer's Departing Load CTC Statement (which includes payments for CTC and/or other applicable nonbypassable charges), a copy of which is attached hereto as Exhibit A, and assessed at the same rates of payment for CTC and/or other nonbypassable charges as are applicable each month under the electric rate schedule specified in that Departing Load CTC Statement, unless customer elects to supply reliable current metering information pursuant to the provisions in Section 5E of the Amended Preliminary Statement, and so indicates this election by initialing here:

Customer elects to make CTC and/or other nonbypassable charge payments based on current metering information

Customer shall pay to PG&E the monthly charge within 20 days of receipt of invoice.

3. Customer further agrees to make post-2001 CTC and/or other nonbypassable charge payments on either a final lump sum basis to become due and payable on or before April 1, 2002, or according to such other post-2001 periodic payments arrangements as are determined by a future CPUC proceeding addressing post-2001 CTC and other nonbypassable charge responsibility. Customer shall continue to pay all invoices to PG&E within 20 days of receipt of invoice.
4. The Agreement shall be effective as of the date that it is fully executed by Customer and PG&E, and will remain in effect until such time that Customer has paid to PG&E its full share of CTC and other nonbypassable charges as established by the CPUC.
5. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in that exercise of its jurisdiction.

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6. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising under this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter arising in connection therewith. Any delay in asserting any right shall not be deemed a waiver of such right.
7. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking herein.
8. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and unappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.
9. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.
10. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the rulings and policy objectives of the CPUC in its orders establishing the CTC.
11. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement.

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)