



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 1

APPLICABILITY: This schedule is applicable to customers that have Transferred Municipal Departing Load (TMDL) as defined in Special Condition 1.a., below, including customers who displace all or a portion of their load with service from a Publicly-Owned Utility (POU) as defined in Special Condition 1.e., below, and customers who assume responsibility for Transferred Municipal Departing Load at a previously departed premises ("New Party" as defined in Special Condition 1.g., below). This schedule supersedes the portions of Schedules E-DEPART and Electric Preliminary Statement Part BB—*Competition Transition Charge Responsibility for All Customers and CTC Procedure for Departing Load* that address Nonbypassable Charge obligations that would otherwise pertain to Transferred Municipal Departing Load.

TERRITORY: The entire territory served.

RATES: Customers under this schedule are responsible for the following charges unless expressly exempted or excepted 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 Transferred Municipal Departing Load unless sales under the Otherwise Applicable Schedule (OAS) were CARE or medical baseline. The Wildfire Fund Charge is separately shown in the customer's OAS. (T)
2. **DWR POWER CHARGE:** The DWR Power Charge recovers the uneconomic portion of DWR's prospective power purchase costs. The DWR Power Charge applies to Transferred Municipal Departing Load unless sales under the customer's OAS were CARE or medical baseline. (T)

The DWR Power Charge shall be set equal to the difference between \$0.02700 per kWh and the sum of: (a) the Wildfire Fund Charge; (b) the Regulatory Asset (RA) Charge (Section 7, below) or its successor charge, the Energy Cost Recovery Amount (ECRA) (Section 8, below); and (c) the Competition Transition Charge (CTC) (Section 4, below). If a customer is exempt from any of the charges (a) through (c), the DWR Power Charge shall be set equal to the difference between \$0.02700 per kWh and the sum of just the charges (a) through (c) for which the customer is not exempt. On July 1, 2006, the Power Charge Indifference Adjustment (PCIA) superseded and replaced the DWR Power Charge such that after July 1, 2006, applicable customers no longer incur additional DWR Power Charges but instead incur PCIA charges. (T)

3. **POWER CHARGE INDIFFERENCE ADJUSTMENT:** 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 PCIA applies to Transferred Municipal Departing Load unless exempted or excepted under Special Condition 2 below. The 2008 PCIA rate is equal to -\$0.00391 per kWh from January 1, 2008 through April 30, 2008. Effective May 1, 2008, the applicable Power Charge Indifference Adjustment rate is separately shown as a component of the Direct Access Cost Responsibility Surcharge in the customer's OAS. Historical PCIA rates are as follows: -\$0.00427 per kWh from July 1, 2006 through December 31, 2006; and -\$0.00009 per kWh for 2007.

(Continued)



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 2

- RATES: (Cont'd.)
4. **COMPETITION TRANSITION CHARGE (CTC):** The Ongoing 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. The Ongoing CTC Charge is effective April 1, 2002. The Ongoing CTC rate for 2008 is equal to \$0.00395 per kilowatt-hour from January 1, 2008 through April 30, 2008. Effective May 1, 2008, the Ongoing CTC rate is separately shown in the customer's OAS. Historical Ongoing CTC rates are as follows: \$0.00703 per kWh from January 1, 2004, through February 23, 2005; \$0.00515 per kWh from February 24, 2005, through December 31, 2005; \$0.00431 per kWh for 2006; and \$0.00013 per kWh for 2007. There is no applicable Ongoing CTC rate in 2002 or 2003. The amount of the Ongoing CTC is subject to change pending any different outcome resulting from judicial review.
 5. **NUCLEAR DECOMMISSIONING (ND) CHARGE:** The ND Charge collects the funds required to restore the site when PG&E's nuclear power plants are removed from service. The ND Charge applies to all Transferred Municipal Departing Load. The ND Charge is separately shown in the customer's OAS.
 6. **REGULATORY ASSET (RA) CHARGE:** The RA charge recovers the costs associated with the Regulatory Asset adopted by the Commission in Decision (D.) 03-12-035. The RA Charge is separately shown in the customer's OAS. On March 1, 2005, the Energy Cost Recovery Amount (ECRA) Charge superseded and replaced the RA Charge such that after March 1, 2005, customers no longer incur additional RA Charges but instead incur ECRA Charges.
 7. **ENERGY COST RECOVERY AMOUNT CHARGE:** The ECRA Charge recovers the costs associated with the Energy Recovery Amount adopted by the Commission in D.04-11-015. The ECRA Charge is shown in the customer's OAS. On March 1, 2005, the ECRA Charge superseded and replaced the RA Charge.
 8. **WILDFIRE HARDENING CHARGE (WHC) and WILDFIRE HARDENING FIXED RECOVERY CHARGE BALANCING ACCOUNT (WHFRCBA) RATES:** The WHC recovers costs related to Wildfire Hardening Recovery Bonds authorized by the Commission in a Financing Order (FO) to recover costs and expenses related to catastrophic wildfires. In addition, costs and benefits resulting from the issuance of Wildfire Hardening Recovery Bonds are recorded in the WHFRCBA and recovered in the WHFRCBA rates. There may be multiple FOs authorizing the issuance of Wildfire Hardening Recovery Bonds, and each series of Bonds will have its own Wildfire Hardening Fixed Recovery Charges and WHFRCBA rates. By statute, and as set forth in the FO(s), 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 TMDL 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.

(N)

(N)

(Continued)

Advice 6448-E
Decision 21-06-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

December 30, 2021
January 29, 2022



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 3

RATES: (Cont'd.) 8. WILDFIRE HARDENING CHARGE (WHC) and WILDFIRE HARDENING FIXED RECOVERY CHARGE BALANCING ACCOUNT (WHFRCBA) RATES (Cont'd):

Transferred Municipal 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 a TMDL 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).

9. 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 TMDL 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. Transferred Municipal Departing Load Consumers are subject to these charges if they become a TMDL 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). With the exception of FO Consumers who become TMDL FO Consumers in the Service Territory as a result of a municipalization proceeding after the date of issuance of the FO, TMDL FO Consumers in the Service Territory subject to the Recovery Bond Charge are entitled to receive the Recovery Bond Credit to the same extent as other FO Consumers. For FO Consumers who become TMDL FO Consumers in the Service Territory as a result of a municipalization proceeding after the date of issuance of the FO, the applicability of the Recovery Bond Credit will be determined by the Commission in the municipalization proceeding.

(N)
(L)
(L)

(Continued)



**ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD**

Sheet 5

SPECIAL
CONDITIONS:
(Cont'd.)

2. EXEMPTIONS AND EXCEPTIONS (Cont'd): (L)
- b. Load That Was Forecasted In PG&E's August 2000 Bypass Report (referenced in D.04-11-014). (Cont'd)
- South San Joaquin Irrigation District Condemnation Area – 21,605 MWh
- Laguna Irrigation District Condemnation Area – 35,583 MWh
- Redding, Roseville, Lodi, Davis, and Brentwood Annexation Areas – 151,506 MWh
- c. Load Eligible for Leftover Exceptions (referenced in D.04-11-014). To the extent any of those entities specifically named in Special Condition 2.b, above, does not utilize its allotted annual DWR Power Charge exception or PCIA exception, the exception shall be made available on an annual first-come, first-served basis to TMDL of POUs that have been in existence on or prior to July 10, 2003, and serving at least 100 customers. The following entities have been found by the Commission to qualify for these Leftover Exceptions:
- Municipal Utilities: Alameda, Anaheim, Azusa, Banning, Biggs, Burbank, Calaveras, Colton, Glendale, Gridley, Hercules, Healdsburg, Lodi, Lompoc, Los Angeles, Needles, Palo Alto, Pasadena, Pittsburg, Redding, Riverside, Roseville, San Francisco, Santa Clara, Shasta Lake, Tuolumne, Ukiah, Vernon
- Municipal Utility Districts: Lassen, Sacramento
- Public Utility Districts: Trinity, Truckee-Donner
- Irrigation Districts: Imperial, Merced, Modesto, Turlock
- Other: Port of Stockton
- For determining the assignment of any unused portion of the allotted exception to such other TMDL entities under the Bypass Report, priority shall first be given to load transferring specifically from PG&E bundled service. (L)
- d. RA Charge/ECRA Charge Exemptions. Transferred Municipal Departing Load that departed prior to January 1, 2000, is exempt from the RA Charge and ECRA Charge. In addition, Municipal Departing Load is exempt from the RA Charge and ECRA Charge if it departed from a location that subsequently, as of December 19, 2003, was no longer part of PG&E's service area. (L)

(Continued)

Advice 6568-E
Decision 21-06-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted April 22, 2022
Effective May 22, 2022
Resolution



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 7

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR MUNICIPAL DEPARTING LOAD: (Cont'd.) (L)
- a. PG&E Notice to Customer (PG&E Notice) and Customer Notice to PG&E (Notice of Departure or NOD): (Cont'd.)
- If, at the time the PG&E Notice is due, PG&E has entered into, or agreed to enter into, bilateral discussions with a POU or a POU customer, then the PG&E Notice and Notice of Departure procedures described above may be suspended until such time as PG&E and the POU, or POU customer, reach agreement on the applicable Nonbypassable Charges or PG&E determines that a bilateral agreement will not be feasible. If a bilateral agreement is reached that resolves the applicable Nonbypassable Charges, then the PG&E Notice and Notice of Departure procedures described above are extinguished. If the applicable Nonbypassable Charges are not resolved through bilateral negotiations, then PG&E shall send the PG&E Notice described above within 15 days of concluding such bilateral negotiations.
- b. Transferred Municipal Departing Load Nonbypassable Charge Statement:
- By 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 Transferred Municipal Departing Load Nonbypassable Charge Statement containing any of the customer's applicable exemption(s) identified by PG&E.
- If PG&E fails to provide a customer with a Transferred Municipal Departing Load Nonbypassable 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 Transferred Municipal Departing Load Nonbypassable Charges shall not commence until the later of the Date of Departure or 30 days from the customer's receipt of PG&E's Transferred Municipal Departing Load Nonbypassable Charge Statement.
- c. Notice to PG&E for Change of Party:
- 1) Notice and Procedure for Customer with Transferred Municipal Departing Load: Customers with Transferred Municipal Departing Load that intend to take action such that they will no longer be responsible for Nonbypassable Charges for Transferred Municipal Departing Load, in whole or in part, at the customer's premises shall give notice to PG&E as soon as practicable. With the customer's permission, notice may also be given by the POU. Transferred Municipal Departing Load customers shall be liable for applicable CRS and other NBC charges until PG&E receives notice from the customer or until PG&E has actual notice that the customer no longer occupies or is responsible for the Transferred Municipal Departing Load at the premises.
- a) The customer must state the date on which the termination of liability is intended to become effective, and the reason for termination of liability. Reasons for termination of liability may include vacating the property, change of ownership or Change of Party.
- b) PG&E will stop billing the customer for Nonbypassable Charges on the effective date of the termination of liability. (L)

(Continued)

Advice 6568-E
Decision 21-06-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

April 22, 2022
May 22, 2022



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 8

SPECIAL
CONDITIONS:
(Cont'd.)

- 3. PROCEDURES FOR MUNICIPAL DEPARTING LOAD: (Cont'd.) (L)
- c. Notice to PG&E for Change of Party (Cont'd):
 - 1) Notice and Procedure for Customer with Transferred Municipal Departing Load (Cont'd):
 - c) If PG&E disputes the notice of termination, PG&E will advise the customer in writing and state the reason(s) for such disapproval and may invoke the dispute resolution provisions outlined in Special Condition 3.e. below.
 - 2) Notice to PG&E From New Party at the Existing Premises: At least two days in advance of taking electric service from a Publicly Owned Utility at a premises with Transferred Municipal Departing Load, the New Party 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 Municipal Departing Load. With the customer's permission, notice may also be given by the POU.
 - 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 Transferred Municipal Departing Load customer or the relevant PG&E account number(s).
 - b) PG&E will utilize the existing customer's Reference Period Load Profile as the Reference Period Load Profile for the New Party at the same premises unless: (1) the New Party provides PG&E with metered data, made available in a manner acceptable to PG&E, to calculate the applicable CRS and other NBC charges; or (2) the existing customer requests at the time of termination that its historic metered usage data not be released. PG&E will estimate the New Party's usage if PG&E determines that the existing customer's usage is inappropriate for the New Party.
 - 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.
 - d. Customer Obligation to Make Transferred Municipal Departing Load Payments, PG&E Periodic Reminders, and Payment Plans: PG&E will issue monthly bills in accordance with the provisions of this Schedule. Transferred Municipal Departing Load Customers shall pay Nonbypassable Charges in full to PG&E within 20 days of receipt of the bill. PG&E shall periodically remind Transferred Municipal Departing Load Customers of their notice and/or payment obligations under this tariff and of the substantial penalties that could result for failure to comply with the requirements of this tariff. PG&E will arrange for payment plans for any Transferred Municipal Departing Load Customer who indicates that it would otherwise have difficulty paying the amount owed. (L)

(Continued)

Advice 6568-E
Decision 21-06-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted April 22, 2022
Effective May 22, 2022
Resolution



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 9

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR TRANSFERRED MUNICIPAL DEPARTING LOAD: (Cont'd.)

(L)

e. Dispute Resolution: If a customer believes that its Transferred Municipal 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 Transferred Municipal 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 the Rates Section 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 Transferred Municipal Departing Load Nonbypassable Charge Statement.

Failure to file a complaint with the Commission within the specified period shall constitute agreement with and acceptance of such Transferred Municipal Departing Load Nonbypassable Charge Statement.

f. Opportunity to Cure: If a customer fails to provide the notice specified in Special Condition 3.a. or 3.c., or fails to make Transferred Municipal Departing Load Payments as specified in Special Condition 3.d., then PG&E shall send the customer a notice specifying its failure to comply with this tariff, which shall specify the amount due and payable by the customer, and providing the customer with not less than 20 days from the date of the notice within which to take action curing its breach of its obligations to PG&E.

1) If the breach was a failure to provide notice, to cure the breach the customer must provide the notice required above, and pay any amounts that would have been assessed had the customer provided PG&E with a timely notice.

2) If the breach was a failure to pay two (2) or more consecutive monthly Transferred Municipal Departing Load Payments as specified in Special Condition 3.d, to cure the breach, the TMDL customer must pay all such delinquent monthly TMDL payments plus a deposit equal to two (2) times the monthly TMDL payment.

(L)

(L)

(L)

(Continued)



**ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD**

Sheet 10

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR TRANSFERRED MUNICIPAL DEPARTING LOAD: (Cont'd.)

(L)

g. Demand for Deposit: If a customer's outstanding balance for Transferred Municipal Departing Load Payments are at least two months in arrears, and if the customer has failed to cure this breach after receiving at least one notice of Opportunity to Cure as specified in Special Condition 3.f., then PG&E may issue a Demand for Deposit applying to future Transferred Municipal Departing Load payment responsibility. Such deposit shall be equal to twice the total amount of the last two outstanding unpaid monthly Transferred Municipal Departing Load payment amounts. In order to cure the outstanding breach pursuant to the provisions of this paragraph, the customer must pay to PG&E the entire amount of its outstanding unpaid account balance, together with either making payment for or supplying a letter of credit in the amount of the aforementioned deposit. These payments and deposit arrangements must all be made within 30 days of the customer's receipt of Demand for Deposit. Failure to pay the unpaid balance and establish the deposit within the 30 day period shall render the customer responsible instead for the default lump sum payment responsibility specified in Special Condition 3.i.

The provisions of this Special Condition will not apply in instances where the breach was a failure to provide notice as required under Special Condition 3.a. Moreover the customer deposit procedure provided for in this Special Condition can only be exercised once; future breaches for nonpayment would be treated under the rules described in Special Condition 3.i. "Demand for Lump Sum Payment."

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.

(L)

i. Demand for Lump Sum Payment: PG&E may issue a Demand for Lump Sum Payment of default Transferred Municipal 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 at 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.

(L)

(L)

(Continued)



**ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD**

Sheet 11

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR TRANSFERRED MUNICIPAL DEPARTING LOAD: (Cont'd.)

(L)

i. Demand for Lump Sum Payment (Cont'd)

Default Lump Sum Nonbypassable Charge Payment Responsibility shall be, for each rate component, an amount equal to the Net Present Value of the TMDL 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 consumer at the same premises shall be responsible for that component.

(L)

j. Enforceability: Failure to make Transferred Municipal 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 Transferred Municipal Departing Load Payments 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.

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 Transferred Municipal Departing Load Nonbypassable Charge Statement will nonetheless be based on the customer's final applicable rate schedule and service voltage.

5. MEASUREMENT OF MUNICIPAL DEPARTING LOAD:

a. Reference Period Load Profile: 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 notice of departure, the customer's reference period billing determinants 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 submission of notice; 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.

(L)

(L)

(Continued)



ELECTRIC SCHEDULE E-TMDL
TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 12

SPECIAL
CONDITIONS:
(Cont'd.)

- 5. MEASUREMENT OF MUNICIPAL DEPARTING LOAD (Cont'd): (L)
 - a. Reference Period Load Profile (Cont'd):

At the customer's election, metered consumption data can be substituted on a prospective basis for TMDL charge billing purposes rather than using the historical billing determinants as described above. Metered consumption data must be provided to PG&E on a timely basis. This data can be provided by either the customer, or with the customer's permission, the POU. If the POU does not provide PG&E with the metered consumption data in a manner acceptable to PG&E, or alternatively, if the customer does not provide metered data consumption data to PG&E either: (1) by allowing PG&E to read the customer's meter; or (2) by submitting meter-read data to PG&E, the customer's TMDL usage for billing purposes will be based upon the customer's 12-month or 36-month Reference Period Load Profile, as described above.
 - b. Reference Period Annual Bill: The customer's Reference Period Annual Bill will be calculated by multiplying the customer's applicable reference period billing determinants (as determined according to Special Condition 5.a.) by the Nonbypassable Charge rates under the customer's Otherwise Applicable Schedule and service voltage options. (L)
- 6. BILATERAL AGREEMENTS:

Bilateral agreements between PG&E and the respective POU's or POU customer can be used as an alternative in place of this tariff schedule.
- 7. EXPIRATION:

This schedule will expire on the date on which all Commission-authorized charges for Transferred Municipal Departing Load Customers have expired.