

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



February 13, 2007

Advice Letter 2433-E-D

Brian K. Cherry, Vice President, Regulatory Relations  
Pacific Gas & Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

Subject: Staff Disposition of Revised Transferred Municipal Departing Load Tariffs in  
Compliance with Resolution E-3999

Dear Mr. Cherry:

The Energy Division has verified that Advice Letter (AL) 2433-E-D, with substitute sheets submitted on January 18<sup>th</sup>, February 7<sup>th</sup>, and February 8<sup>th</sup>, 2007 is in compliance with Resolution E-3999, and shall be effective July 10, 2003, with the exception that the tariff provision regarding ongoing CTC recovery shall be effective April 1, 2002. A complete copy of the advice letter with effective tariff sheets is returned herewith for your records.

The substitute sheets addressed some of the issues raised in the January 12<sup>th</sup> protests of Merced Irrigation District and Modesto Irrigation District (collectively, "the Districts") and the Northern California Power Agency and Turlock Irrigation District (NCPA/Turlock).

The remaining issues raised in protests by the Districts and NCPA/Turlock, as well as the issue raised in the January 11<sup>th</sup> protest of the California Municipal Utilities Association (CMUA), are not addressed in the substitute sheets. Those issues are not grounds for denial of the relief requested in the supplemental advice letter because they do not demonstrate that any tariffs submitted in AL 2433-E-D are out of compliance with Resolution E-3999.

The Energy Division's approval of Advice Letter 2433-E-D is a "ministerial" act, as that term is used regarding advice letter review and disposition (See D. 02-02-049), made upon the determination that the filing was in compliance with Resolution E-3999.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director  
Energy Division

cc: Scott Blaising, Braun & Blaising, P.C. (Attorney for CMUA)  
Dan L. Carroll, Downey Brand LLP (Attorney for the Districts)  
C. Susie Berlin, McCarthy & Berlin, LLP (Attorney for NCPA/Turlock)



**Pacific Gas and  
Electric Company**

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October 29, 2003

**Advice 2433-E**

(Pacific Gas and Electric Company ID U39E)

Public Utilities Commission of the State of California

**Subject: Proposed Schedule E-MDL—Municipal Departing Load  
and Form 79-1006 in Compliance with D. 03-07-028.**

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its electric tariffs. The affected tariff sheets are listed on the enclosed Attachment I.<sup>1</sup>

**Purpose**

The purpose of this filing is to submit proposed electric rate Schedule E-MDL – *Municipal Departing Load*, and to add Form No. 79-1006—*Municipal Departing Load Nonbypassable Charge Statement*, to implement the Commission's July 10, 2003, Decision (D.) 03-07-028, as modified by D. 03-08-076, in the Direct Access Suspension Proceeding, Rulemaking (R.) 02-01-011. D. 03-07-028 describes the obligations of customers who depart from an investor-owned utility (IOU) to take service from a local publicly-owned utility (POU), and thereby displace usage formerly delivered by the IOU. Such obligations may include charges for the Department of Water Resources (DWR) Bond Charge, the DWR Power Charge, ongoing competition transition charge (CTC) and other applicable nonbypassable charges.

Schedule E-MDL supercedes those portions of PG&E's electric Preliminary Schedule Part BB—*Competition Transition Charge Responsibility for All Customers and CTC Procedure for Departing Loads* (PS Part BB), as well as expired electric Schedule E-DEPART, insofar as they address the obligations of customer load departing to take service from a POU. Schedule E-MDL does not supercede the portions of those tariffs relating to so-called "new load" as defined in D. 03-07-028, which will be the subject of a future tariff filing. Nor does Schedule E-MDL supercede the portion of those tariffs relating to the obligations of "Departing

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<sup>1</sup> PG&E reserves all legal rights to challenge the decisions or statutes under which it has been required to make this advice filing, and nothing in this advice filing constitutes a waiver of such rights. Also, PG&E reserves any additional legal rights to challenge the requirement to make this advice filing by reason of its status as a debtor under Chapter 11 of the Bankruptcy Code, and nothing in this advice filing constitutes a waiver of such rights.



Customer Generation” customers, whose responsibility for the DWR Bond Charge, the DWR Power Charge, the CTC and other nonbypassable charges was addressed in PG&E’s Advice 2375-E (amended by PG&E’s Advice 2375 E-A), currently pending Commission approval.<sup>2</sup>

### Background

On March 29, 2002, a ruling by Administrative Law Judge Thomas Pulsifer added issues regarding departing load customers’ obligations associated with DWR’s historic costs and ongoing above-market contract costs--as well as the utilities’ ongoing CTC costs--to the Direct Access Suspension Proceeding. A subsequent ruling bifurcated the issues related to departing load customers’ obligations, into two phases: (a) issues related to Customer Generation Departing Load; and (b) issues related to customers that disconnect from an IOU and take electric service from a POU. Decision 03-07-028 resolves issues related to the obligations of customer load departing to POUs. This advice filing implements that decision.

Since the enactment of Assembly Bill (AB) 1890, customers departing to POUs have been responsible for certain nonbypassable charges, including CTC, nuclear decommissioning, and trust transfer amount charges. PG&E implemented these charges for all types of departing load (and the limited exemptions therefrom) through a combination of three tariffs: (1) PS Part BB, which defines “departing load” and describes how it is measured; (2) Schedule E-DEPART, which describes applicable charges; and (3) Schedule E-EXEMPT, which defined some limited, and insofar as municipal departing load is concerned, now-expired, exemptions from the CTC.

These tariffs, in combination with the customer’s otherwise-applicable schedule, defined customers’ departing load obligations and enabled PG&E to collect these charges. However, Schedule E-DEPART initially contained an expiration date that was “the earlier of the March 31, 2002, or the date on which the Commission-authorized costs for utility generation-related assets and obligations have been fully recovered.” Recognizing a need to extend the expiration date for the purpose of billing and collecting departing load charges that would continue to apply after the earlier of March 31, 2002, or the date on which the Commission-authorized costs for generation-related assets and obligations have been recovered, PG&E filed Advice 2043-E on October 19, 2000. This filing requested an extension of the expiration date for Schedule E-DEPART, such that the tariff would continue in effect “until such time as the Commission has approved a superceding tariff for billing departing customers for nonbypassable charges.” On November 22, 2000, PG&E reiterated this request in Advice 2057-E, PG&E’s compliance filing in the Post Transition Electric Rates proceeding.

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<sup>2</sup> Once the Commission approves PG&E’s various successor tariffs, PG&E will file an advice letter to revise or eliminate PS Part BB.



The Commission has not acted upon either Advice 2043-E or Advice 2057-E. Thus, since March 31, 2002, PG&E has not had the tariff authority to bill departing load customers for CTC, public purpose programs, or nuclear decommissioning charges.<sup>3</sup> In D.03-07-028, the Commission reactivated PG&E's tariff authority to bill and collect nonbypassable charges from departing load customers.<sup>4</sup>

### Tariff Revisions

In this filing, PG&E proposes to simplify its tariffs relating to customer load departing to POU's by combining elements of PS Part BB and Schedule E-DEPART, into one new Schedule E-MDL. Thus, in addition to the CRS elements specifically addressed in D.03-07-028, Schedule E-MDL includes other nonbypassable departing load charges that were authorized through prior Commission decisions and were included in Schedule E-DEPART.<sup>5</sup>

PG&E is also filing Form No. 79-1006--*Municipal Departing Load Nonbypassable Charge Statement*, as defined in Schedule E-MDL.

### Procedures

By this advice letter, PG&E also wishes to clarify certain procedures as described in Schedule E-MDL. Clarification of CTC Charges is made to ensure that PG&E has correctly interpreted the Commission's decisions regarding the computation of CTC Charges for Municipal Departing Load customers. The remaining points describe issues where PG&E proposes to clarify tariff language presently in PS Part BB in order to minimize any confusion regarding departing customer's obligations to pay CRS and other nonbypassable charges.

#### A. CTC Charges

Pursuant to D. 03-07-028, MDL customers will pay statutory CTC charges, which are the same CTC charges that apply to Customer Generation Departing Load customers. (See D. 03-07-028, pp. 39-44, adopting the P.U. Code Section 367 statutory definition of CTCs for MDL customers). In contrast, pursuant to D. 02-11-022, direct access and bundled customers are currently subject to CTC charges based on a "total portfolio" methodology, as opposed to the P.U. Code Section 367 statutory definition.

#### B. Change of Party at Existing Premises and Other Notice Procedures

At the time the departing load procedures in PS Part BB, Section 4, were developed, the primary functions of these procedures were to identify newly

<sup>3</sup> PG&E retained the authority to bill for trust transfer amounts under electric rate Schedule E-RRB (Rate Reduction Bonds Bill Credit and Fixed Transition Amount), which does not have a similar termination date.

<sup>4</sup> See D. 03-07-028, p. 44, n. 64 and related text; see also D. 03-09-052, p.13.

<sup>5</sup> Note that Public Purpose Program charges are not applicable to MDL customers pursuant to D. 97-08-056.



departed load, outline a procedure for communications between PG&E and customers regarding nonbypassable charge obligations, and establish billing for these charges. The PS Part BB language is not clear regarding the procedure for a change of party situation; e.g., when a new person occupies a premises that has already departed.<sup>6</sup>

PG&E wishes to clarify that MDL charges are the responsibility of any new person or entity occupying a previously departed premises, and that the prior occupant of the premises is no longer liable for nonbypassable charges at that premises. If the prior occupant simply relocates within PG&E's service territory, that customer would owe nonbypassable charges at its new location, either as a PG&E customer, pursuant to a change of party situation if it occupies the premises of another departed customer, or as new load if that customer builds a new facility with no load history. PG&E proposes tariff language regarding the termination and assumption of nonbypassable charge liability when there is a change of party at an existing location.

Special Condition 3.c of Schedule E-MDL includes a procedure whereby a departing load customer can terminate liability for nonbypassable charges when those charges are no longer applicable, and provides that a new party occupying the existing departed premises will assume the departing load obligations associated with load used at the site. To facilitate billing changes for nonbypassable charges associated with a change of party, PG&E proposes the following procedures:

1. The customer vacating an existing departing premises shall, 30 days in advance of leaving, notify PG&E that it wants to terminate its liability for the nonbypassable charges at the premises, indicating the reason(s) for termination of liability and, if known, the identity of the new occupant of the premises. Upon review and acceptance of the customer's request to terminate liability, PG&E shall cease to charge the customer for any nonbypassable charges accrued after the date on which the customer has vacated the premises.
2. The new party shall notify PG&E at least two days prior to occupying the existing departed premises. This is less than the 30 days notice currently required of other departing load customers, but is a reasonable timeframe for parties moving into a previously-departed facility, and is consistent with the notification period required for establishment of service under PG&E's electric Rule 11.
3. PG&E shall commence billing the new party effective on the date they occupy the departed premises. This may differ from the effective date of billing described for

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<sup>6</sup> As noted above, proposed Schedule E-MDL does not cover "new load" as defined in D. 03-07-028, which will be the subject of a future tariff filing. The new party in a "change of party" situation is, however, not new load, but rather a new party or customer for existing load.



other departing customers in the current tariff (PS Part BB). For other customers, as long as the customer provides at least 30 days notice prior to departure and PG&E provides the customer with a departing load statement within 20 days after receiving the customer's notice, the billing commences effective on the customer's date of departure. However, the current tariff (PS Part BB) also provides that, if PG&E fails to provide the customer with a departing load statement 20 days after receipt of the customer's timely notice of departure, billing shall not commence until the later of the customer's date of departure or 30 days after the customer receives a departing load statement from PG&E.

If PG&E were to apply these time frames when establishing billing for a new party at an existing premises, it would be necessary for the new party to give PG&E at least 30 days notice prior to occupying the departed premises, in order for PG&E to have adequate time to produce a departing load statement for the customer. It is not always possible for a new party to notify PG&E 30 days in advance of occupying an existing departed premises. Thus, PG&E proposes that the departing load procedure be modified as described above for new parties occupying existing departed premises, and that the existing procedure described in PS Part BB remain the same for all other municipal departing load customers to whom Schedule E-MDL applies.

4. In establishing the reference period load profile for a new party at an existing premises, PG&E proposes that the new party be billed using the previous occupant's reference period load profile unless: a) as part of its notice that it is seeking to terminate liability, the previous party requests that its reference period load profile information not be provided to the new party; or b) the new party elects to provide PG&E with metered data. If the existing customer requests that its reference period load profile information not be utilized for the new party, and if the new party refuses to provide metered data, PG&E proposes to estimate the new party's usage.
5. PG&E proposes that all other aspects of dispute resolution currently described in PS Part BB continue to apply to all municipal departing load customers, whether they be the party that initiates the departure from PG&E or a new party moving into an existing departed premises.

PG&E believes this is the most practical and expeditious way to establish billing for a new party at an existing premises, as the language in PS Part BB is silent regarding communications with, and obligations of, new parties at existing premises.

### **C. Partial Payments**

The current tariff language is silent regarding the application of a customer's partial payment for nonbypassable charges. PG&E wishes to clarify that,



consistent with its other tariffs for energy charges, a customer's partial payment will be allocated proportionally among the components of the bill.

#### **D. Demand for Lump Sum Payment**

The current tariff language (PS Part BB Section 4.(j)) allows PG&E to issue a Demand for Lump Sum Payment if a customer does not meet certain payment obligations. The formula for computing the lump sum payment was developed primarily to address the collection of CTC, and is now outdated. PG&E has included a Demand for Lump Sum Payment provision in Schedule E-MDL, and proposes that the lump sum owed by a customer under any of the four conditions currently described in PS Part BB.4.(j) (and which are now found in Special Condition 3.i. of Schedule E-MDL) be the sum of: (1) the amount, if any, of payments in arrears, and (2) 102 percent of PG&E's estimate of the customer's future nonbypassable charge payment obligations.

#### **E. Default Reference Period Load Profile**

In determining a customer's reference period load profile, PS Part BB.5.c provides the customer can request that PG&E consider historic usage over a 12-month or 36-month period, but in "the event that the 12-month average usage differs from the 36-month average by an amount greater than 25 percent, the 36-month average will be used unless there is substantial evidence to demonstrate that the more recent usage is the result of a persisting change in the customer's electric usage, and that the 12-month average will be more indicative of the customer's future electric requirements. PS Part BB.5.c also states that if a departing load customer has not chosen a reference period load profile option in its departure notice, PG&E will use the customer's demand and energy usage over the 12-month period prior to the customer's submission of notice.

The tariff language allowing a 12-month "default" period has two minor flaws. First, it does not explicitly provide for the use of a "default" period when a customer does not give any notice of departure to PG&E—it only refers to the omission of a reference period election in the customer's notice of departure. Second, it does not explicitly allow a "default" period of 36 months to be used if that is more indicative of the customer's average usage than the 12-month period. PG&E therefore proposes language in Schedule E-MDL to clarify: (1) that PG&E may use a "default" reference period when the customer does not provide any notice of departure; and (2) the conditions under which PG&E may use the 36-month period as a "default" option, when the customer either does not choose a reference period in its notice of departure or does not provide notice of departure at all.



**F. Computing Nonbypassable Charges For Departing Customers With Less Than One Full Year Of Usage Data**

Occasionally, a customer will depart PG&E's system within one year of establishing electric service. Currently, there is no method for developing a reference period load profile for this type customer in the event that ongoing monthly-metered data is not provided to PG&E by the customer. For ease of administration, PG&E proposes that the reference period load profile be developed by using the customer's average monthly usage during the period the customer was served by PG&E to fill in the blank months.

**Protests**

Anyone wishing to protest this filing may do so by sending a letter by **November 18, 2003**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov)

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

Pacific Gas and Electric Company  
Attention: Brian K. Cherry  
Director, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: [RxDd@pge.com](mailto:RxDd@pge.com)



**Effective Date**

In compliance with D. 03-07-028, PG&E requests that this advice filing become effective on **July 10, 2003**, which is the date of the decision.

**Notice**

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R. 99-10-025. Address changes should be directed to Sandra Ciach at (415) 973-7572.

Advice letter filings can also be accessed electronically at:

[http://www.pge.com/customer\\_services/business/tariffs/](http://www.pge.com/customer_services/business/tariffs/)

*Karen A. Jomcala/sr*

Vice President - Regulatory Relations

Attachments

cc: Service List – R. 99-10-025

**ATTACHMENT I  
ADVICE 2433-E**

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal P.U.C. Sheet No.
20818-E	Schedule E-MDL—Municipal Departing Load	N/A
20819-E	Schedule E-MDL (Cont'd.)	N/A
20820-E	Schedule E-MDL (Cont'd.)	N/A
20821-E	Schedule E-MDL (Cont'd.)	N/A
20822-E	Schedule E-MDL (Cont'd.)	N/A
20823-E	Schedule E-MDL (Cont'd.)	N/A
20824-E	Schedule E-MDL (Cont'd.)	N/A
20825-E	Schedule E-MDL (Cont'd.)	N/A
20826-E	Schedule E-MDL (Cont'd.)	N/A
20827-E	Form 79-1006—Municipal Departing Load – Nonbypassable Charge Statement	N/A
20828-E	Table of Contents – Sample Forms (Cont'd.)	18911, 18932, 18989, 18709-E
20829-E	Table of Contents – Rate Schedules (Cont'd.)	20806-E
20830-E	Table of Contents	20807-E



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD

**APPLICABILITY:** This schedule is applicable to customers that have Municipal Departing Load 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 Municipal Departing Load at a previously departed premises. ("New Party" as defined in Special Condition 1.b., below.) This schedule supercedes 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 Municipal Departing Load. (N)

**TERRITORY:** The entire territory served.

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

1. **DWR BOND CHARGE:** The Department of Water Resources (DWR) Bond Charge recovers DWR's bond financing costs. The DWR Bond Charge is the property of DWR for all purposes under California law. The DWR Bond Charge applies to Municipal Departing Load unless sales under the customer's Otherwise-Applicable Schedule (OAS) were CARE or medical baseline or unless exempt under Special Condition 2, below.

The applicable DWR Bond Charge for 2003, including MDL customers, is \$0.00413 per kilowatt-hour (kWh).

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 Municipal Departing Load unless sales under the customer's OAS were CARE or medical baseline or exempt under Special Condition 2, below.

The DWR Power Charge shall be set equal to the difference between \$0.02700 per kWh and the sum of the DWR Bond Charge (Section 1, above), and the Competition Transition Charge (Section 3, below). The Commission has not yet established the applicable DWR Power Charge.

3. **COMPETITION TRANSITION CHARGE (CTC):** The CTC recovers the cost of qualifying facilities and power purchase agreements that are in excess of a market benchmark determined by the California Public Utilities Commission (Commission), plus employee transition costs. The Commission has not yet established a CTC rate.

4. **TRUST TRANSFER AMOUNT (TTA) CHARGE:** The TTA funds the cost of bonds used for paying for a 10 percent rate reduction for residential and small commercial customers. The TTA charge applies to all Municipal Departing Load that would have otherwise been responsible for the TTA, as specified in Schedule E-RRB. The TTA charge is separately shown in the customer's OAS. (N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

RATES:  
(Cont'd.)

- 5. **NUCLEAR DECOMMISSIONING (ND) CHARGE:** The ND charge collects the funds required for site restoration when a nuclear power plant is removed from service. The ND charge applies to all Municipal Departing Load. The ND charge is separately shown in the customer's OAS.

(N)

SPECIAL  
CONDITIONS:

- 1. **DEFINITIONS:** The following terms when used in this tariff have the meanings set forth below:
  - a. Municipal Departing Load: Municipal Departing Load (or MDL) is that portion of an electric load at a premises, for which a customer, on or after December 20, 1995, discontinues or reduces its purchases of bundled or direct access electricity service from PG&E to take electricity service from a Publicly Owned Utility (POU). For purposes of this rate schedule, MDL does not include "new load," as that term is defined in Decision 03-07-028.
  - b. Change of Party: When a person or agency with Municipal Departing Load leaves the premises with the Municipal Departing Load and another person or agency (New Party) assumes liability for the Municipal Departing Load at that same premises.
  - c. Nonbypassable Charges: The DWR Bond Charge, the DWR Power Charge, the CTC, TTA Charge, and the ND Charge.
  - d. Otherwise-Applicable Schedule (OAS): The Otherwise-Applicable Schedule shall be the last schedule under which a customer took service before load was displaced by service from a POU.
  - e. Publicly Owned Utility (POU): A Publicly-Owned Utility (or POU) is any public entity that qualifies as a local publicly owned electric utility under Public Utilities Code Section 9604.
- 2. **EXEMPTION:** Municipal Departing Load that departed prior to February 1, 2001, is exempt from the DWR Bond Charge and DWR Power Charge.
- 3. **PROCEDURES FOR MUNICIPAL DEPARTING LOAD:** Customers are obligated to notify PG&E of their intent to discontinue or reduce electric service in a manner that would qualify their load as Municipal Departing Load in accordance with the following procedures:
  - a. Customer Notice to PG&E: Customers shall notify PG&E, in writing or by reasonable means, through a designated PG&E representative authorized to receive such notification, of their intention to take steps that will qualify their load as Municipal Departing Load at least 30 days in advance of discontinuation or reduction of electric service from PG&E. The customer shall specify in its notice the following:

(N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

(N)

a. Customer Notice to PG&E: (Cont'd.)

- 1) The date on which the customer will reduce or discontinue its electric service (Date of Departure);
- 2) Its preferred method of selecting billing determinants for its Reference Load Profile, as described in Special Condition 5.a., below, together with a specification of whether the customer would prefer to be billed for Nonbypassable Charges based on metered consumption, subject to the metering provisions described in Special Condition 5.c.
- 3) A description of the load that will qualify as Municipal Departing Load;
- 4) The PG&E account number assigned to this load;
- 5) The name of the POU from which the customer will take service; and
- 6) An identification of any exemptions that the customer believes are applicable to the load.

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

b. 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 Municipal Departing Load Nonbypassable Charge Statement containing any applicable confirmation of the customer's exemption claim. If the Municipal Departing Load Nonbypassable Charge Statement does not confirm the customer's claimed exemption, it will set forth the reason for rejecting the claimed exemption.

If PG&E fails to provide a customer with a 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 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 Municipal Departing Load Nonbypassable Charge Statement.

(N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

(N)

c. Notice to PG&E for Change of Party:

- 1) Notice and Procedure for Customer with Municipal Departing Load:  
Customers with Municipal Departing Load that intend to take action such that they will no longer be responsible for Nonbypassable Charges for Municipal Departing Load, in whole or in part, at the customer's premises shall give PG&E not less than 30 days notice of the proposed action.
  - 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, subject to approval by PG&E. Reasons for termination of liability may include vacating the property, change of ownership or Change of Party.
  - b) If the notice of termination is approved by PG&E, PG&E will stop billing the customer for Nonbypassable Charges on the effective date of the termination of liability.
  - c) If the notice of termination is not approved by PG&E, PG&E will advise the customer in writing and state the reason(s) for such disapproval.
  - d) If a customer does not agree with PG&E's response to the notice of termination, the customer may invoke the dispute resolution provisions of Special Condition 3.e.
  - e) 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) at the time the existing customer notifies PG&E of its intent to terminate liability for Nonbypassable Charges the customer requests that PG&E not use its Reference Period Load Profile for the New Party, or (2) the New Party chooses to provide PG&E with metered data.

(N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD

(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

(N)

c. Notice to PG&E for Change of Party: (Cont'd.)

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 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.

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 Municipal Departing Load customer or the relevant PG&E account number(s).

b) PG&E will send the New Party a notice containing a choice of billing options based upon: (1) metered data on a prospective basis or, (2) the previous customer's Reference Period Load Profile, or, (3) if the previous customer requested that its Reference Period Load Profile not be released, PG&E's estimate of the New Party's usage at the existing premises.

c) If the New Party does not select a billing option within 20 days, PG&E will use the previous customer's Reference Period Load Profile (or if the previous customer requested that its Reference Period Load Profile not be released, PG&E's estimate of the New Party's usage).

d) Once the New Party selects a billing option, or PG&E selects the default option in the event the New Party fails to make a timely selection, 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 Municipal Departing Load Payments: PG&E will issue monthly bills in accordance with the provisions of this schedule. Municipal Departing Load Consumers shall pay Nonbypassable Charges in full to PG&E within 20 days of receipt of the bill.

(N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

(N)

e. Dispute Resolution:

If a customer believes that its Nonbypassable Charges as presented by PG&E pursuant to Special Conditions 3.a. or 3.c. do 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 notice provided by PG&E. If PG&E does not accept the customer's position, it will respond in writing within five 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 through a designated PG&E 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 event, the customer shall continue to be responsible for making the monthly Municipal Departing Load Nonbypassable Charge payments 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 notice.

Failure to file a complaint with the Commission within the specified period shall constitute agreement with and acceptance of such notice.

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 payments required under this schedule, then PG&E shall send the customer a notice specifying its failure to comply with this tariff 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. 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. Such amounts shall include interest computed in accordance with electric Rule 7.

(N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

(N)

- g. Demand for Deposit: If a customer's outstanding balance for Municipal Departing Load charges is 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 above, then PG&E may issue a Demand for Deposit Applying to Future Departing Load Nonbypassable Charge Responsibility. Such deposit shall be equal to twice the total amount of the last two outstanding unpaid monthly Nonbypassable Charge amounts. In order to cure the outstanding breach pursuant to the provisions of this subsection, 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 receipt of the customer's receipt of Demand for Deposit Applying to Future Departing Load Nonbypassable Charge Responsibility. 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.a., above.

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

- h. Return of Deposit: If a customer deposit has been paid, 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 (12) 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 this manner shall include interest computed in accordance with electric Rule 7.

- i. Demand for Lump Sum Payment: PG&E may issue a Demand for Lump Sum Payment of Default Departing Load Nonbypassable Charge Responsibility 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.

Default Lump Sum Nonbypassable Charge Payment Responsibility shall be, for each rate component, an amount equal to 102 percent of the bill associated with that rate component 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.

(N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

3. PROCEDURES FOR MUNICIPAL DEPARTING LOAD: (Cont'd.) (N)
- j. Partial Payment: If a Customer makes only partial payment on a bill, the partial payment received will be allocated among the components of the bill in proportion to the amount owed on each.
  - k. Enforceability: Failure to make 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 Departing Load Charge Responsibility and the customer has not paid within 30 days of issuance, then PG&E may enforce this obligation by filing suit to enforce this tariff in any court of competent jurisdiction.
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 Municipal Departing Load Nonbypassable Charge Statement will nonetheless be based on the customer's final applicable rate schedule and service voltage, except provided further that in the case where customer is making reliable current metered consumption data available to the utility, the applicable rate schedule to be used for Nonbypassable Charge purposes shall be a rate schedule that is consistent with that current metered information.
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 one of the following two options (to be selected by the Municipal Departing Load Consumer in its notice submitted pursuant to Special Condition 3.a., above): (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.
- In the event that the 12-month average usage differs from the 36-month average by an amount greater than 25 percent, the 36-month average will be used unless there is substantial evidence to demonstrate that the more recent usage is the result of a persisting change in the customer's electric usage, and that the 12-month average will be more indicative of the customer's future electric requirements. If the customer fails to select reference period billing determinants, PG&E will use the customer's demand and energy usage over the 12-month period prior to the customer's submission of notice, unless the 36-month average is deemed by PG&E to be more indicative of the customer's usage, as described above. If the customer has not established a minimum usage history of 12 months prior to notice of departure, and the customer has not elected to provide PG&E with monthly metered data, the reference period billing determinants will be based upon the customer's average monthly demand and usage for the months in which bona fide usage data is available during the twelve months prior to notice of departure. (N)

(Continued)



SCHEDULE E-MDL—MUNICIPAL DEPARTING LOAD  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

5. MEASUREMENT OF MUNICIPAL DEPARTING LOAD: (Cont'd.)

(N)

a. Reference Period Load Profile: (Cont'd.)

If the customer has elected to provide reliable current metered information to PG&E for Nonbypassable Charge billing purposes (pursuant to the provisions in Special Condition 5.c.), the Reference Period Load Profile information will be used only for the purpose of calculating the Reference Period Annual Bill (as described under Special Condition 5.b. needed in the event that a Default Lump Sum payment amount must be enforced pursuant to the provisions of Special Condition 3.i.

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.

c. Substitution Of Metered Data: At the customer's election, metered data can be substituted on a prospective basis rather than using the historical billing determinants described in Special Condition 5a. Subject to verification procedures sufficient to ensure the reliability of such consumption information, such metering arrangements may include reliance upon third-party metering. Under such an arrangement, each party would be responsible for bearing its own costs associated with the agreed upon verification process. The metering reliability standards required under such arrangements would be as determined by PG&E's electric Rule 17 or such other standards as might eventually be adopted by the Commission. If such metering agreement is reached, and the requisite metering data continues to be supplied on a timely basis, PG&E shall replace the customer's reference period billing determinants with current metered usage information in order to calculate all subsequent Municipal Departing Load Nonbypassable Charge payments.

6. EXPIRATION:

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

(N)

(Continued)



Pacific Gas and Electric Company  
San Francisco, California

Original  
Cancelling

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

20827-E

PACIFIC GAS AND ELECTRIC COMPANY  
MUNICIPAL DEPARTING LOAD  
NONBYPASSABLE CHARGE STATEMENT  
FORM NO. 79-1006 (10/03)  
(ATTACHED)

(N)  
|  
|  
(N)

Advice Letter No. 2433-E  
Decision No. 03-07-028,  
03-08-076  
49644

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed October 29, 2003  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

PACIFIC GAS AND ELECTRIC COMPANY

**MUNICIPAL DEPARTING LOAD  
NONBYPASSABLE CHARGE STATEMENT**

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

\_\_\_\_\_

PG&E Electric Service ID number(s): \_\_\_\_\_

The customer identified above (Customer) has load that qualifies as Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-MDL. This Municipal Departing Load Nonbypassable Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile"); (2) Customer's applicable rate schedule and service voltage; (3) whether PG&E has confirmed or rejected (and reasons for doing so) any claim made by the Customer for an exemption from any nonbypassable charges; and (4) a summary of applicable nonbypassable charge payment obligations.

Date notice of departure received by PG&E, or in the case of no notice from Customer, date of departure: \_\_\_\_\_

**(1) Customer's reference period billing determinants:**

Customer's reference period billing determinants are based upon one of the following two options as selected by Customer in its notice: (1) Customer's demand and energy usage over the 12-month period prior to Customer's submission of notice; or (2) Customer's average 12-month demand and energy usage, with such average to be as measured over the prior 36 months of usage. In the event that the previous 12-month usage differs from the 36-month average by an amount greater than 25 percent, the 36-month average is automatically used unless there is substantial evidence to demonstrate that the more recent usage is the result of a persisting change in Customer's electric usage, and that the 12-month average will be more indicative of Customer's future electric requirements. If Customer does not choose an option in its notice, PG&E will use the customer's demand and energy usage over the 12-month period prior to Customer's submission of notice, or in the case of no notice, prior to the date of departure. A third option available to Customer is to be charged based upon future metered usage, subject to the metering provisions described in Section 5.c. of PG&E's Schedule E-MDL.

Customer Billing Option

- A. Historical usage over previous 12-month period (Note: This option is the default if Customer did not choose an option in its Notice of Departing Load letter).
- B. Historical usage over previous 36-month period.
- C. Metered usage, subject to the metering provisions described in Section 5.c. of PG&E's Schedule E-MDL.

**MUNICIPAL DEPARTING LOAD  
NONBYPASSABLE CHARGE STATEMENT**

(2) Applicable PG&E rate schedule and service voltage level: \_\_\_\_\_

(3) Where customer has claimed an exemption:

Exemption(s) asserted by Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check one:

PG&E accepts and agrees with Customer's claimed exemption(s),

OR

PG&E does not agree with Customer's claimed exemption(s).

The reason for the denial is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Payment obligations related to applicable nonbypassable charges:

Nuclear Decommissioning Charge:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Transfer Trust Amount Charge:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Municipal Departing Load Cost Responsibility Surcharge:				
DWR Bond Charge	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
DWR Power Charge	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Competition Transition Charge (CTC)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

PG&E Title: \_\_\_\_\_

Phone : \_\_\_\_\_

Dated: \_\_\_\_\_



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62-0579	6/02	Construction Change Order .....	18931-E
62-4501		Absolving Service Agreement .....	3190-E
62-4527	1/91	Agreement to Perform Tariff Schedule Related Work.....	11598-E
62-4778	12/89	Cancellation of Contract.....	11047-E
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79-848	11/95	Generation Operating Agreement .....	13864-E
79-861	9/96	Electric Data Interchange Trading Partner Agreement .....	14148-E
79-862	12/96	Interim Competition Transition Charge Agreement.....	14233-E
79-865	REV 1/99	Electric and Gas Monitoring Meter Pulse Agreement .....	16192-E
79-936	9/90	Deed of Conveyance.....	11566-E
79-937	8/90	Assignment Agreement.....	11567-E
79-954	12/97	Departing Load Competition Transition Charge Agreement.....	14974-E
79-955	12/97	Amendment to Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption	14975-E
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(N)  
(N)

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**PG&E Electric Advice Filing List  
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ACN Energy, Inc.  
Aglet Consumer Alliance  
Agnews Developmental Center  
Ahmed, Ali  
Alcantar & Elsesser  
Anderson Donovan & Poole P.C.  
Applied Power Technologies  
APS Energy Services Co Inc  
Arter & Hadden LLP  
Avista Corp  
Barkovich & Yap, Inc.  
BART  
Bartle Wells Associates  
Blue Ridge Gas  
Bohannon Development Co  
BP Energy Company  
Braun & Associates  
C & H Sugar Co.  
CA Bldg Industry Association  
CA Cotton Ginners & Growers Assoc.  
CA League of Food Processors  
CA Water Service Group  
California Energy Commission  
California Farm Bureau Federation  
California ISO  
Calpine  
Calpine Corp  
Calpine Gilroy Cogen  
Cambridge Energy Research Assoc  
Cameron McKenna  
Cardinal Cogen  
Cellnet Data Systems  
Childress, David A.  
City of Glendale  
City of Healdsburg  
City of Palo Alto  
City of Redding  
CLECA Law Office  
Constellation New Energy  
CPUC  
Creative Technology  
Crossborder Inc  
CSC Energy Services  
Davis, Wright Tremaine LLP  
Davis, Wright, Tremaine, LLP  
Defense Fuel Support Center  
Department of the Army  
Department of Water & Power City  
Dept of the Air Force  
DGS Natural Gas Services  
DMM Customer Services  
Downey, Brand, Seymour & Rohwer  
Duke Energy  
Duke Energy North America  
Duncan, Virgil E.  
Dutcher, John  
Dynergy Inc.  
Ellison Schneider  
Energy Law Group LLP  
Enron Energy Services  
Exeter Associates  
Foster, Wheeler, Martinez  
Franciscan Mobilehome  
Future Resources Associates, Inc  
GLJ Energy Publications  
Goodin, MacBride, Squeri, Schlotz &  
Grueneich Resource Advocates  
Hanna & Morton  
Heeg, Peggy A.  
Hogan Manufacturing, Inc  
House, Lon  
Imperial Irrigation District  
Integrated Utility Consulting Group  
International Power Technology  
J. R. Wood, Inc  
JTM, Inc  
Kaiser Cement Corp  
Korea Elec Power Corp  
Marcus, David  
Masonite Corporation  
Matthew V. Brady & Associates  
Maynor, Donald H.  
McKenzie & Assoc  
McKenzie & Associates  
Meek, Daniel W.  
Meyer, Joseph  
Mirant California, LLC  
Modesto Irrigation Dist  
Morrison & Foerster  
Morse Richard Weisenmiller & Assoc.  
New United Motor Mfg, Inc  
Norris & Wong Associates  
North Coast Solar Resources  
Northern California Power Agency  
Occidental Energy Marketing  
PG&E National Energy Group  
Pinnacle CNG Company  
PPL EnergyPlus, LLC  
Price, Roy  
Product Development Dept  
Provost Pritchard  
R. M. Hairston & Company  
R. W. Beck & Associates  
Recon Research  
Regional Cogeneration Service  
RMC Lonestar  
Sacramento Municipal Utility District  
SCD Energy Solutions  
Seattle City Light  
Sempra  
Sempra Energy  
Sequoia Union HS Dist  
SESCO  
Sierra Pacific Power Company  
Silicon Valley Power  
Simpson Paper Company  
Smurfit Stone Container Corp  
Southern California Edison  
SPURR  
St. Paul Assoc  
Stanford University  
Sutherland, Asbill & Brennan  
Tabors Caramanis & Associates  
Tansev and Associates  
Tecogen, Inc  
TFS Energy  
TJ Cross Engineers  
Transwestern Pipeline Co  
Turlock Irrigation District  
United Cogen Inc.  
URM Groups  
Utility Cost Management LLC  
Utility Resource Network  
Wellhead Electric Company  
Western Hub Properties, LLC  
White & Case  
WMA