

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



May 25, 2006

Advice Letter 2579-E-A

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Staff Disposition of Revised Split-Wheeling Departing Load Tariffs in
Compliance with Decision 06-02-030

Dear Ms. de la Torre:

The Energy Division has verified that Advice Letter 2579-E-A is in compliance with Decision (D.) 06-02-030, and shall be effective March 2, 2006. A complete copy of the advice letter with the effective date stamped on each tariff sheet is returned herewith for your records.

The March 21, 2006 protest of Merced Irrigation District and Modesto Irrigation District (collectively, "the Districts") was rejected on the basis that it did not state any grounds for denial of the relief requested in Advice Letter 2579-E-A. The Districts stated that they protested Advice Letter 2579-E-A solely to protect their rights to protest similar provisions in PG&E's Advice Letters 2433-E-C and 2483-E-A. The Energy Division's approval of Advice Letter 2579-E-A 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 D.06-02-030. This action does not in any way restrict the rights of parties to protest other advice letters.

Sincerely,

Sean H. Gallagher, Director
Energy Division

cc: Brian K. Cherry, PG&E
Dan L. Carroll, Downey Brand LLP (Attorney for the Districts)

| | |
|-----------------------------|------------|
| REGULATORY RELATIONS | |
| Tariffs Section | |
| M Brown | D Poster |
| R DeLa Torre | S Ramalya |
| B Lam | |
| MAY 25 2006 | |
| Records | |
| Return to _____ | File _____ |
| cc to _____ | |



Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

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March 2, 2006

Advice 2579-E-A
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Revision of Electric Rate Schedule E-SDL – *Split-Wheeling Departing Load*, implementing modifications in accordance with Decision 06-02-030.

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its proposed Schedule E-SDL – *Split-Wheeling Departing Load*, as filed on November 5, 2004, in Advice 2579-E. The affected tariff sheets are listed on the enclosed Revised Attachment 1 and supersede the previous versions of Schedule E-SDL in its entirety. Schedule E-SDL also supersedes 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 Electric Schedule E-DEPART, insofar as they address the obligations of Split-Wheeling Departing Load customers.

Purpose

The purpose of this filing is to revise electric Rate Schedule E-SDL – *Split-Wheeling Departing Load (E-SDL)* to implement various aspects of the Commission's February 16, 2006 Decision (D.) 06-02-030 in the Direct Access Suspension Proceeding, Rulemaking (R.) 02-01-011.

Background

On November 5, 2004, PG&E filed Advice 2579-E for the purpose of submitting proposed electric rate Schedule E-SDL – *Split-Wheeling Departing Load* to implement the Commission's September 18, 2003 Decision (D.) 03-09-052, in the Direct Access Suspension Proceeding, Rulemaking (R.) 02-01-011.

On December 6, 2004, PG&E submitted substitute sheets for Schedule E-SDL as a follow up to PG&E's December 3, 2004 response to the protests filed by the University of California, Davis (UC Davis), the National Aeronautics and Space Administration – Ames Research Center (NASA-Ames), and the Power and Water Resources Pooling Authority (PWRPA).

Electric Rate Schedule E-SDL, as filed in AL 2579-E (with subsequent substitute sheets filed on December 6, 2004), relates to implementation of the "Regulatory Asset" in PG&E's Bankruptcy proceeding (Investigation (I.) 02-04-026). Thus, as directed by the Commission, PG&E served a copy of AL 2579-E on parties of record in I.02-04-026. The service and filing requirements were completed by July 1, 2005.

Schedule E-SDL

PG&E is filing this supplemental Advice Letter to revise electric Rate Schedule E-SDL in compliance with Ordering Paragraph 6 of D.06-02-030, and to also provide greater consistency with other departing load rate schedules previously filed with the Commission.

In compliance with Ordering Paragraph 4 of D.06-02-030, PG&E revised Special Condition 5 to define "load in excess of CRD" as being based on the actual quantities or power delivered to the customer in excess of the CRD instead of the X/Y billing mechanism. In compliance with Ordering Paragraph 5 of D.06-02-030, Special Condition 5 was revised to more clearly describe the "monthly average billing method".

In compliance with Ordering Paragraph 5 of D.06-02-030, PG&E added the following provisions from Preliminary Statement Part BB to electric Rate Schedule E-SDL: Dispute Resolution, Opportunity to Cure, Demand for Deposit, Return of Deposit, Demand for Lump Sum, and Enforceability. The language of these provisions was updated to the specifics of electric Rate Schedule E-SDL.

In compliance with Ordering Paragraph 6 of D.06-02-030 and consistent with Finding of Fact 7, Special Condition 3 was modified with regard to the timing of sending a Split Wheeling Departing Load Non-bypassable Charge Statement to the customer, in recognition of the time which has elapsed between the customers' Date of Departure, and final Commission approval of this tariff and the billing methodology for Split Wheeling Departing Load Non-bypassable Charges.

To provide consistency with other departing load rate schedules filed with the Commission, PG&E has revised the rate component definitions. The rate component definition for "Energy Cost Recovery Amount Charge" was added to electric Rate Schedule E-SDL, as this rate component superseded the "Regulatory Asset Charge" on March 1, 2005. Special Conditions 1.d. and 1.g were also revised, and Special Condition 1.i. (Change of Party) was added and further clarified in Section 3.d. The revisions and additions to these rate component definitions and definitions within Special Condition 1 are consistent with the definitions approved by the Commission in Resolution E-3831 (Advice 2375-E-C--*Departing Customer Generation, CG (E-DCG)*, filed April 11, 2005) and also filed in

Advice 2433-E-A--*Municipal Departing Load* (E-MDL) Advice 2483-E-A--*Municipal Departing New Load* (E-NWDL).

Effective Date

By this supplemental advice letter, PG&E requests that the Commission make the tariffs revisions effective on January 1, 2005 which is the requested effective date of the original filing.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **March 22, 2006**, 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, Room 4002
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov and jin@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.

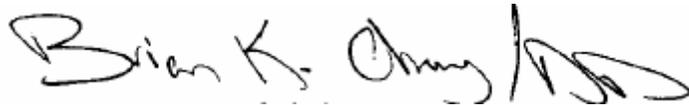
Brian K. Cherry
Director, Regulatory Relations
Pacific Gas and Electric Company
P.O. Box 770000 Mail Code B10C
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

The protest shall set forth the grounds upon which it is based and shall be submitted expeditiously. There is no restriction on who may file a protest.

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 lists and the service list for R.02-01-011. Address changes should be directed to Rose De La Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs>

A handwritten signature in black ink that reads "Brian K. O'Connell" followed by a stylized flourish.

Director- Regulatory Relations

Attachments

Service List: R.02-01-011

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Gas and Electric Company U39M

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: David Poster

Phone #: (415) 973-1082

E-mail: dxpu@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2579-E-A**

Subject of AL: Revision of Electric Rate Schedule E-SDL - Split-Wheeling
Departing Load in compliance with D.06-02-030.

Keywords (choose from CPUC listing): Compliance

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution: D.06-02-030:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL _____

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Resolution Required? Yes No

Requested effective date: **1-1-05**

No. of tariff sheets: 10

Estimated system annual revenue effect: (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: E-SDL

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: 2579-E

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division
Attention: Tariff Unit**

Utility Info (including e-mail)

**505 Van Ness Ave.,
San Francisco, CA 94102**

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

**ATTACHMENT 1
Advice 2579-E-A**

| Cal P.U.C. Sheet No. | Title of Sheet | Cancelling Cal P.U.C. Sheet No. |
|---------------------------------|---|--|
| 24619-E | Schedule E-SDL--Split-Wheeling Departing Load | 22419-E |
| 24620-E | Schedule E-SDL (Cont.) | 22420-E |
| 24621-E | Schedule E-SDL (Cont.) | 22421-E |
| 24622-E | Schedule E-SDL (Cont.) | 22422-E |
| 24623-E | Schedule E-SDL (Cont.) | 22423-E |
| 24624-E | Schedule E-SDL (Cont.) | 22423-E |
| 24625-E | Schedule E-SDL (Cont.) | 22424-E |
| 24626-E | Schedule E-SDL (Cont.) | 22425-E |
| 24627-E | Schedule E-SDL (Cont.) | 22425-E |
| 24628-E | Table of Contents -- Rate Schedules | 24589-E |
| 24629-E | Table of Contents -- Rate Schedules | 24603-E |



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD

APPLICABILITY: This schedule is applicable to customers that have Split-Wheeling Departing Load as defined in Special Condition 1.b., below.

TERRITORY: The entire territory served.

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

1. **DWR BOND CHARGE:** The California Department of Water Resources (DWR) Bond Charge recovers DWR's bond financing costs, and is set by dividing the annual revenue requirement for DWR's bond-related costs by an estimate of the annual consumption not excluded from this charge. The DWR Bond Charge is the property of DWR for all purposes under California law. The DWR Bond Charge applies to Split-Wheeling Departing Load unless sales under the Otherwise Applicable Schedule (OAS) were CARE or medical baseline. The DWR Bond Charge is separately shown in the customer's OAS.
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 Split-Wheeling Departing Load. The DWR Power Charge shall be set equal to the difference between \$0.02700 per kWh and the sum of: (a) the DWR Bond Charge (Section 1, above); (b) the Regulatory Asset Charge (Section 7, below) or its successor charge, the Energy Cost Recovery Amount (Section 8, below); and (c) the Competition Transition Charge (Section 3, 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. (T)
(T)
3. **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.
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 has been transferred to a subsidiary of PG&E and then to a public trust. PG&E is collecting the TTA Charge on behalf of the subsidiary and public trust. The TTA does not belong to PG&E. The TTA Charge applies to all Split-Wheeling 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.
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 Split-Wheeling Departing Load. The ND charge is separately shown in the customer's OAS.
6. **PUBLIC PURPOSE PROGRAM (PPP) CHARGE:** The PPP charge collects the costs of state-mandated low income, energy efficiency and renewable generation programs and is shown in the OAS.

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

- RATES: (Cont'd.)
- 7. **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) (Section 8, below) Charge superseded and replaced the RA Charge such that after March 1, 2005, applicable customers no longer incur additional RA Charges but instead incur ECRA Charges. (T)
 - 8. **ENERGY COST RECOVERY AMOUNT (ECRA) CHARGE:** The ECRA Charge recovers the costs associated with the Energy Recovery Amount adopted by the Commission in Decision 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. (T)
- SPECIAL CONDITIONS:
- 1. **DEFINITIONS:** The following terms when used in this tariff have the meanings set forth below:
 - a. **Contract 2948A:** Contract No. 14-06-200-2948A, the 1967 contract between Western Area Power Administration (WAPA) and PG&E, as supplemented and amended, on file with the Commission as PG&E Rate Schedule FERC No. 79, for the sale, interchange and transmission of electric capacity and energy service. Contract 2948A terminated January 1, 2005. (T)
 - b. **Split-Wheeling Customer:** A Split-Wheeling Customer is a customer that has received both retail electric service from PG&E and preference power from WAPA prior to December 31, 2004, pursuant to Contract 2948A, although the term Split-Wheeling Customer shall not apply to those customers for which the reallocations of preference power have been accomplished, as described in Section 2.1 of Appendix D to the PG&E/WAPA Wholesale Distribution Tariff Service Agreement, as long as such customers remain in compliance with this agreement.
 - c. **Split-Wheeling Departing Load:** Split-Wheeling Departing Load is that portion of a Split-Wheeling Customer's electric load that (i) after December 31, 2004, departs for service from WAPA or another similarly situated entity, or (ii) prior to December 31, 2004, takes service from WAPA and PG&E in a manner that is not in compliance with the reallocation process described in Section 2.1 Appendix D to the PG&E/WAPA Wholesale Distribution Tariff Service Agreement. The term Split-Wheeling Departing Load shall pertain to load only at those service points (whether or not these service points have been relocated) at which a customer has received both retail electric service from PG&E and preference power from WAPA under Contract 2948A.
 - d. **NonBypassable Charges:** Nonbypassable Charges are those PG&E charges that may be recovered from Split-Wheeling Departing Load pursuant to this rate schedule: the DWR Bond Charge, the DWR Power Charge, the CTC, the TTA charge, the ND charge, the PPP charge, the RA charge, and the ECRA Charge.
 - e. **Otherwise-Applicable Schedule (OAS):** The Otherwise-Applicable Schedule is the last PG&E rate schedule under which the Split-Wheeling Customer was billed prior to departure for service by WAPA or another similarly situated entity.

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

SPECIAL
CONDITIONS:
(Cont'd.)

1. DEFINITIONS: (Cont'd.)
 - f. Contract Rate of Delivery (CRD): The Contract Rate of Delivery is the amount of WAPA power allocated to each Split-Wheeling Customer under Article 14 of Contract 2948A.
 - g. Cost Responsibility Surcharge (CRS): The Cost Responsibility Surcharge, recoverable from Split-Wheeling Departing Load Customers consistent with D.03-09-052, consists of the DWR Bond Charge, the DWR Power Charge, the CTC, and the RA Charge and its successor, the ECRA Charge. (T)
|
(T)
 - h. Split-Wheeling Departing Load Customer: A consumer with Split-Wheeling Departing Load.
 - i. Change of Party: Change of Party occurs when a Split Wheeling Departing Load Customer leaves the premises and another person or entity (New Party) assumes liability for the Split-Wheeling Departing Load at the same premises. (N)
|
(N)
2. EXEMPTIONS: The following exemptions apply:
 - a. Split-Wheeling Customers that have not taken retail service from PG&E since February 1, 2001, to meet a portion of their load are exempt from the DWR Bond Charge, and the DWR Power Charge.
 - b. Split-Wheeling Customers that have not taken retail service from PG&E since January 1, 2000, to meet a portion of their load, are exempt from the RA Charge and ECRA Charge.
 - c. Split-Wheeling Customers with Split-Wheeling Departing Load that qualify under the OAS as CARE or medical baseline are exempt from the DWR Bond Charge and the DWR Power Charge, for that portion of their Split-Wheeling Departing Load.
 - d. Split-Wheeling Customers that were exempt from payment of the TTA charge as specified in Schedule RRB remain exempt from the TTA charge.
3. PROCEDURES FOR SPLIT-WHEELING DEPARTING LOAD: The following procedures apply to Split-Wheeling Customers who wish to reduce or discontinue retail electric service from PG&E:
 - a. Customer Notice to PG&E: Split-Wheeling Customers who wish to reduce or discontinue retail electric service from PG&E are obligated to notify PG&E, in writing or by reasonable means, through a designated PG&E representative authorized to receive such notification, of their intention to take steps that will qualify some or all of their load as Split-Wheeling Departing Load at least 30 days in advance of reduction or discontinuation of electric service from PG&E. The customer shall specify in its notice the following:
 - 1) The date on which the customer will reduce or discontinue its electric service from PG&E to take electric service from WAPA or another similarly situated entity (Date of Departure);
 - 2) A description of the load that will qualify as Split-Wheeling Departing Load;

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR SPLIT-WHEELING DEPARTING LOAD: (Cont'd.)

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

- 3) The PG&E account number assigned to this load; and
- 4) An identification of any Nonbypassable Charge 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 Special Conditions 3.e. and 3.f., to collect the applicable Nonbypassable Charges from the customer. (T)

b. Split-Wheeling Departing Load Nonbypassable Charge Statement:

PG&E shall mail or otherwise provide the customer with a Split-Wheeling Departing Load Nonbypassable Charge Statement containing any applicable confirmation of the customer's exemption claim either (1) no later than 20 days after receipt of customer's notice (provided pursuant to Special Condition 3.a.); or (2) no later than 20 days after Commission approval of this tariff; whichever is later. If the Split-Wheeling Departing Load Nonbypassable Charge Statement does not confirm the customer's claimed exemption, it will set forth the reason for rejecting the claimed exemption. The Split-Wheeling Departing Load Nonbypassable Charge Statement shall identify the method of measuring the customer's Split-Wheeling Departing Load usage that results in the lower cost to the customer, as described in Special Condition 5 below. (T)

The customer's obligation to pay Split-Wheeling Departing Load Nonbypassable Charges shall commence on the Date of Departure, unless PG&E fails to provide the customer with a Split-Wheeling Departing Load Nonbypassable Charge Statement as provided in the foregoing paragraph. If PG&E fails to provide the Split-Wheeling Departing Load Non-Bypassable Charge Statement within the time-frame described in this Special Condition 3.b., the customer's obligation to pay Split-Wheeling Departing Load Nonbypassable charges shall not commence until 30 days after the customer's receipt of PG&E's Split-Wheeling Departing Load Nonbypassable Charge Statement. (T)

c. Change of Party:

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

a) If the notice of termination of liability is approved by PG&E, PG&E will stop billing the customer for Nonbypassable Charges on the effective date of the termination of liability. (T)

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR SPLIT-WHEELING DEPARTING LOAD: (Cont'd.)

e. Dispute Resolution: (Cont'd.)

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 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 Split-Wheeling 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 Split-Wheeling Departing Load Nonbypassable Charge Statement.

f. Opportunity to Cure: If a customer fails to provide the notice specified in Special Condition 3.a., or fails to make Split-Wheeling Departing Load Nonbypassable Charge 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 under Special Condition 3.a., and pay any amounts which would have been assessed had the customer provided PG&E with a timely notice.

g. Demand for Deposit: If a customer's outstanding balance for Split-Wheeling Departing Load nonbypassable charge payment amounts 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 in Special Condition 3.f., then PG&E may issue a Demand for Deposit Applying to Future Split-Wheeling 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 Special Condition, 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 Paragraph 3.i. below.

(N)

(N)

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

SPECIAL
CONDITIONS:
(Cont'd.)

3. PROCEDURES FOR SPLIT-WHEELING DEPARTING LOAD: (Cont'd.)

g. Demand for Deposit: (Cont'd.)

The provisions of this Special Condition 3.g. will not apply in instances where the breach was a failure to provide notice as required under Special Condition 3.a. above. Moreover the customer deposit 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 it 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 Split-Wheeling Departing Load Nonbypassable Charge Responsibility to a customer under any one of the following four conditions: (1) failure to provide notice and subsequent failure 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; and (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 multiplied by the whole number of months remaining between the Date of Departure and PG&E's then-estimated date of the expiration of the customer's obligation to pay that rate component.

j. Enforceability: Failure to make Split-Wheeling 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 Split-Wheeling Departing Load Departing Load Nonbypassable 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 Split-Wheeling 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.

(N)

(N)

(T)

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

SPECIAL
CONDITIONS:
(Cont'd.)

5. MEASUREMENT OF SPLIT-WHEELING DEPARTING LOAD:

For Split-Wheeling Customers whose entire energy usage departs to WAPA or another similarly situated entity, PG&E will bill Nonbypassable Charges based upon the customer's Split-Wheeling Departing Load energy usage. Split-Wheeling Departing Load energy usage is the customer's historic PG&E retail energy usage calculated from load in excess of the customer's CRD, as described in Sections 5.a through 5.e below.

(N)

- a. For each month during the 36 month period prior to the customer's date of departure, Split-Wheeling Departing Load energy usage is calculated as follows: (1) For each half hour of the month, calculate the difference between (a) the customer's load and (b) its CRD, disregarding the data for any half hour interval in which the customer's load was less than its CRD; (2) Multiply the half-hourly load differences (in units of kW) by 0.5 hours to convert to energy usage (in units of kWh); and (3) sum the half-hourly energy usage values for all half hours of the month (excepting half hour intervals in which the customer's load was less than its CRD) to obtain historical Split-Wheeling Departing Load energy usage for that month.
- b. The data set containing the Split-Wheeling Departing Load energy usage amounts for each of the 12 months immediately prior to the customer's date of departure constitutes the customer's 12-month historic energy usage profile.
- c. The 36-month historic energy usage profile is calculated as follows: (1) Start with a data set containing 36 months of historical Split-Wheeling Departing Load energy usage figures (see Section 5.a above), which has three months of data for each calendar month (January, February, etc.); (2) Sum the three January usage amounts and divide by three to obtain the average January usage figure; and (3) Repeat Step (2) to obtain average usage figures for the other 11 months. The resulting data set, containing 12 observations (i.e., average January usage, average February usage, etc.) constitutes the customer's 36-month average historic energy usage profile.
- d. Except as provided in Special Condition 5.e below, the energy usage profile used for billing Nonbypassable Charges will be the lower of either (1) the customer's 12-month historic energy usage profile (see Section 5.b above); or (2) the customer's 36-month average historic energy usage profile (see Section 5.c above).
- e. In the event that the 12 month historic energy usage profile (see Section 5.b above) differs from the 36-month average historic energy usage profile (see Section 5.c above) by an amount greater than 25 percent, the 36-month average historic energy usage profile 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 historic energy usage profile will be more indicative of the customer's future electric requirements.
- f. The customer's Split-Wheeling Departing Load bill each month will be calculated by multiplying the customer's usage in that month from either the 12-month historic energy usage profile or the 36-month average historic energy usage profile (see Sections 5.d and 5.e above) by each Nonbypassable Charge (see Rates Section above), unless a specific exemption applies (see Special Conditions 2.a through 2.d above).

(N)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD
(Continued)

SPECIAL
CONDITIONS:
(Cont'd.)

6. EXPIRATION:

This schedule will expire on the date on which all Commission-authorized
Nonbypassable Charges for Split-Wheeling Departing Load Customers have expired.



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| ABAG Power Pool | Douglass & Liddell | Palo Alto Muni Utilities |
| Accent Energy | Downey, Brand, Seymour & Rohwer | PG&E National Energy Group |
| Aglet Consumer Alliance | Duke Energy | Pinnacle CNG Company |
| Agnews Developmental Center | Duke Energy North America | PITCO |
| Ahmed, Ali | Duncan, Virgil E. | Plurimi, Inc. |
| Alcantar & Elsesser | Dutcher, John | PPL EnergyPlus, LLC |
| Anderson Donovan & Poole P.C. | Dynergy Inc. | Praxair, Inc. |
| Applied Power Technologies | Ellison Schneider | Price, Roy |
| APS Energy Services Co Inc | Energy Law Group LLP | Product Development Dept |
| Arter & Hadden LLP | Energy Management Services, LLC | R. M. Hairston & Company |
| Avista Corp | Enron Energy Services | R. W. Beck & Associates |
| Barkovich & Yap, Inc. | Exelon Energy Ohio, Inc | Recon Research |
| BART | Exeter Associates | Regional Cogeneration Service |
| Bartle Wells Associates | Foster Farms | RMC Lonestar |
| Blue Ridge Gas | Foster, Wheeler, Martinez | Sacramento Municipal Utility District |
| Bohannon Development Co | Franciscan Mobilehome | SCD Energy Solutions |
| BP Energy Company | Future Resources Associates, Inc | Seattle City Light |
| Braun & Associates | G. A. Krause & Assoc | Sempra |
| C & H Sugar Co. | Gas Transmission Northwest Corporation | Sempra Energy |
| CA Bldg Industry Association | GLJ Energy Publications | Sequoia Union HS Dist |
| CA Cotton Ginners & Growers Assoc. | Goodin, MacBride, Squeri, Schlotz & | SESCO |
| CA League of Food Processors | Hanna & Morton | Sierra Pacific Power Company |
| CA Water Service Group | Heeg, Peggy A. | Silicon Valley Power |
| California Energy Commission | Hitachi Global Storage Technologies | Smurfit Stone Container Corp |
| California Farm Bureau Federation | Hogan Manufacturing, Inc | Southern California Edison |
| California Gas Acquisition Svcs | House, Lon | SPURR |
| California ISO | Imperial Irrigation District | St. Paul Assoc |
| Calpine | Integrated Utility Consulting Group | Stanford University |
| Calpine Corp | International Power Technology | Sutherland, Asbill & Brennan |
| Calpine Gilroy Cogen | Interstate Gas Services, Inc. | Tabors Caramanis & Associates |
| Cambridge Energy Research Assoc | IUCG/Sunshine Design LLC | Tansev and Associates |
| Cameron McKenna | J. R. Wood, Inc | Tecogen, Inc |
| Cardinal Cogen | JTM, Inc | TFS Energy |
| Cellnet Data Systems | Kaiser Cement Corp | Transcanada |
| Chevron Texaco | Luce, Forward, Hamilton & Scripps | Turlock Irrigation District |
| Chevron USA Production Co. | Manatt, Phelps & Phillips | U S Borax, Inc |
| Childress, David A. | Marcus, David | United Cogen Inc. |
| City of Glendale | Masonite Corporation | URM Groups |
| City of Healdsburg | Matthew V. Brady & Associates | Utility Cost Management LLC |
| City of Palo Alto | Maynor, Donald H. | Utility Resource Network |
| City of Redding | McKenzie & Assoc | Wellhead Electric Company |
| CLECA Law Office | McKenzie & Associates | Western Hub Properties, LLC |
| Commerce Energy | Meek, Daniel W. | White & Case |
| Constellation New Energy | Mirant California, LLC | WMA |
| CPUC | Modesto Irrigation Dist | |
| Cross Border Inc | Morrison & Foerster | |
| Crossborder Inc | Morse Richard Weisenmiller & Assoc. | |
| CSC Energy Services | Navigant Consulting | |
| Davis, Wright, Tremaine LLP | New United Motor Mfg, Inc | |
| Defense Fuel Support Center | Norris & Wong Associates | |
| Department of the Army | North Coast Solar Resources | |
| Department of Water & Power City | Northern California Power Agency | |
| DGS Natural Gas Services | Office of Energy Assessments | |