

PUBLIC UTILITIES COMMISSION

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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 De la Torre	S Ramalya
B Lam	
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Records	
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cc to _____	



**Pacific Gas and
Electric Company**

Brian K. Cherry
Director
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November 5, 2004

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

Public Utilities Commission of the State of California

**Subject: Submission of Electric Rate Schedule E-SDL – *Split-Wheeling
Departing Load*, in Compliance with Decision 03-09-052.**

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.

Purpose

The purpose of this filing is to submit electric Rate Schedule E-SDL – *Split-Wheeling Departing Load (E-SDL)* to implement the Commission's September 18, 2003 Decision (D.) 03-09-052, in the Direct Access Suspension Proceeding, Rulemaking (R.) 02-01-011.

Decision 03-09-052 responds to the motion filed on June 4, 2003 by the Central Valley Project Preference Power Post-2004 Implementation Group (CVP Group), by affirming that "preference power customers" under individual contracts with the Western Area Power Administration (WAPA)¹, that purchased power from an electric utility on or after February 1, 2001, bear a "fair share" of the California Department of Water Resource's (DWR) electricity purchase costs and certain other costs.

Background

On March 29, 2002, a ruling by Administrative Law Judge Thomas Pulsifer added issues regarding the obligations of departing load customers for costs associated with the DWR's historic costs and ongoing above-market contract costs, as well as the utilities' ongoing CTC costs, to the Direct Access Suspension Proceeding.

¹ WAPA is a federal power marketing agency within the US Department of Energy that sells capacity and energy generated by the US Bureau of Reclamation at Central Valley Project (CVP) hydroelectric plants that is surplus to the CVP's own project needs. The phrase "preference power customers" refers to those customers granted preference by WAPA when contracting to sell surplus federal power.

On June 4, 2003, the CVP Group filed a motion seeking an order from the Commission stating that no "Customer Responsibility Surcharge" (CRS)² would apply to preference power customers for WAPA power purchased after 2004, with the expiration on December 31, 2004 of Contract 2948A³.

D. 03-09-052 confirms that under the statutory requirements in AB 117, preference power customers that purchased power from an electric utility on or after February 1, 2001 shall bear a "fair share" of DWR's electricity purchase costs including the contract obligations incurred.

Tariff Revisions

In this filing, PG&E proposes to simplify its tariffs relating to Split-Wheeling Departing Load by combining elements of Electric Preliminary Statement Section BB (PS PART BB) – *Competition Transition Charge Responsibility for All Customers and CTC Procedures for Departing Loads*, and the currently expired Schedules E-DEPART and E-EXEMPT, into one rate schedule for Split-Wheeling Departed Load Customers – Electric Rate Schedule E-SDL. In this way, customers that take service from both WAPA or another similarly situated entity⁴ and PG&E will be able to refer to fewer tariffs in order to obtain information on applicable non-bypassable charge obligations.⁵ Furthermore, consistent with D. 03-12-035, Schedule E-SDL also includes the Regulatory Asset (RA) charge.

Electric Rate Schedule E-SDL clarifies how departing load charges are to be calculated in a Split-Wheeling Departing Load situation, where only a portion of the customer's load departs PG&E service to take power from WAPA. Under Contract 2948A, the customer's usage for billing purposes was based on the total customer usage multiplied by the ratio of the demand (kW) supplied by PG&E, i.e., the amount that exceeds the Contract Rate of Delivery (CRD), to the total kW at the customer location.

² The "CRS" refers to the surcharge mechanism previously adopted and applied to designated direct access and departing load customers under a series of Commission decisions.

³ Under the terms of Contract 2948A, executed in 1967 between PG&E and WAPA, WAPA integrates its facilities with those of PG&E. Various services provided by PG&E support WAPA's sale of firm power to preference power customers.

⁴ The CVP Group's motion contemplated that split-wheeling customers would, after the expiration of Contract 2948A, increase their power purchases from WAPA. However, some split-wheeling customers may, instead, take their power from another power provider, and PG&E has written tariff language to account for this possibility.

⁵ Section BB was implemented in the wake of Assembly Bill 1890, enacted in 1996, which obligated departing load customers for CTCs, public purpose program charges, nuclear decommissioning charges and, in certain instances, transfer trust amount charges.

Procedures

By this advice letter, PG&E also wishes to clarify certain procedures as described in Schedule E-SDL.

A. Change of Party at Existing Premises and Other Notice Procedures

PG&E proposes tariff language regarding the termination and assumption of non-bypassable charge liability for Split-Wheeling customers when there is a change of party at an existing location. Special Condition 2.b.1 of Schedule E-SDL includes a procedure whereby a Split-Wheeling departing load customer can terminate liability for non-bypassable charges when those charges are no longer applicable, and provides that a new party occupying the existing Split-Wheeling departed premises will assume the departing load obligations associated with the PG&E load used at the site.

B. Dispute Resolution Provisions

PG&E has not included in Schedule E-SDL the provisions corresponding to dispute resolution currently described in PS Part BB. While PG&E will contemplate submitting similar dispute resolution provisions for E-SDL in a future filing, for the current filing of Schedule E-SDL, PG&E proposes that all other aspects of dispute resolution found in PS Part BB continue to apply to all E-SDL, whether they are the party that initiates the departure from PG&E or a new split-wheeling party moving into existing premises.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **November 26, 2004**, 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, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: 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 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

Effective Date

PG&E requests that this advice filing become effective on regular notice, **December 15, 2004**, which is 40 days after the date of filing.

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 to the Service List 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>

Brian K. Cherry/SRK

Director - Regulatory Relations

Attachments

Cc: Service List R. 02-01-011

**Attachment I
Advice 2579-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
22419-E	Schedule E-SDL – Split-Wheeling Departing Load	N/A (new sheet)
22420-E	E-SDL – Special Conditions	N/A (new sheet)
22421-E	E-SDL – Special Conditions (Cont'd)	N/A (new sheet)
22422-E	E-SDL – Special Conditions (Cont'd)	N/A (new sheet)
22423-E	E-SDL – Special Conditions (Cont'd)	N/A (new sheet)
22424-E	E-SDL – Special Conditions (Cont'd)	N/A (new sheet)
22425-E	E-SDL – Special Conditions (Cont'd)	N/A (new sheet)
22432-E	Table of Contents (Cont'd)	22298-E
22433-E	Table of Contents	22299-E



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD

(N)

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. Per Resolution E-3831, the DWR Power Charge shall be set equal to the difference between the Cost Responsibility Surcharge (CRS) cap as set in Direct Access Suspension OIR Proceeding (Rulemaking 02-01-011) and the sum of the DWR Bond Charge, Competition Transition Charge, and the Regulatory Asset 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, 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 and is shown in the 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 and is shown in the 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.
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.

(N)

(Continued)



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

(N)

**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.
 - 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 of 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. **Non-bypassable Charges:** The DWR Bond Charge, the DWR Power Charge, the CTC, the TTA charge, the ND charge, the PPP charge, and the RA 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.
 - 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 is the energy cost obligations recoverable from Split-Wheeling Customers consistent with D. 03-09-052. The CRS includes the DWR Power Charge, the DWR Bond Charge, the CTC, and the RA Charge.
 - h. **Split-Wheeling Departing Load Customer:** A Split-Wheeling Customer with Split-Wheeling Departing Load.

(N)

(Continued)



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

(N)

SPECIAL
CONDITIONS:
(Cont'd).

- 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.
 - 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;
 - 3) The PG&E account number assigned to this load; and
 - 4) An identification of any Non-bypassable 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 the provisions of Electric Preliminary Statement Part BB.4.f. and g.) to collect the applicable Non-bypassable Charges from the customer.

(N)

(Continued)



SCHEDULE E-SDL—SPLIT-WHEELING DEPARTING LOAD

(Continued)

(N)

SPECIAL
CONDITIONS:
(Cont'd).

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

b. Split-Wheeling Departing Load Non-bypassable Charge Statement:

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 Split-Wheeling Departing Load Non-bypassable Charge Statement containing any applicable confirmation of the customer's exemption claim. If the Split-Wheeling Departing Load Non-bypassable 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 Non-bypassable 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.

If PG&E fails to provide a customer with a Split-Wheeling Departing Load Non-bypassable 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 Split-Wheeling Departing Load Non-bypassable Charges shall not commence until the later of the Date of Departure or 30 days from the customer's receipt of PG&E's Split-Wheeling Departing Load Non-bypassable Charge Statement.

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 Non-bypassable 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.

- a) If the notice of termination of liability is approved by PG&E, PG&E will stop billing the customer for Non-bypassable Charges on the effective date of the termination of liability.
- b) If the notice of termination of liability is not approved by PG&E, PG&E will advise the customer in writing and state the reason(s) for such disapproval.
- c) If a customer does not agree with PG&E's response to the notice of termination of liability, the customer may invoke the dispute resolution provisions of Electric Preliminary Statement Part BB.4.f.
- d) If necessary for the computation of Non-bypassable Charges under the provisions of Special Condition 5, PG&E will utilize the existing customer's historic Split-Wheeling Departing Load usage and bills along with the new party's usage at the premises to compute the new party's Non-bypassable Charges.

(N)

(Continued)



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

(N)

SPECIAL
CONDITIONS:
(Cont'd).

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

c. 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 at a premises with Split-Wheeling Departing Load, the new party taking over the premises 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 Split-Wheeling 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 Split-Wheeling Departing Load Customer or the relevant PG&E account number(s).
- b) PG&E will send the new party a notice describing the method of measuring Split-Wheeling Departing Load, as provided in Special Condition 5.
- c) PG&E will issue a bill for the time period beginning with the date the new party began to consume electricity at the premises.

d. Customer Obligation to Make Split-Wheeling Departing Load Payments: PG&E will issue monthly bills in accordance with the provisions of this schedule. Split-Wheeling Departing Load Customers shall pay Non-bypassable Charges in full to PG&E within 20 days of receipt of the bill.

(N)

(Continued)



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

(N)

SPECIAL
CONDITIONS:
(Cont'd).

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 Non-bypassable 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 Non-bypassable Charge purposes shall be a rate schedule that is consistent with that current metered information.

5. MEASUREMENT OF SPLIT-WHEELING DEPARTING LOAD:
 - a. For Split-Wheeling Customers whose entire energy usage departs to WAPA or another similarly situated entity, PG&E will base Non-bypassable Charges on the historic energy usage billed by PG&E under the OAS. The following conditions will apply:
 - 1) Except as provided in Special Condition 5.b. below, the customer's Non-bypassable Charges will be based upon the lower of either (1) the customer's monthly Split-Wheeling Departing Load energy usage over the 12-month period prior to the Date of Departure or (2) the customer's average monthly Split-Wheeling Departing Load energy usage calculated over the 36 months prior to the Date of Departure.
 - 2) For the purpose of developing the 12-month and 36-month average historic energy usage profiles the following will apply:
 - a) Monthly energy usage prior to January 1, 2005 shall be the PG&E retail usage computed and billed by PG&E under Contract 2948A.
 - b) Monthly energy usage between January 1, 2005 and the Date of Departure shall be the PG&E retail usage computed and billed by PG&E under the provisions the wheeling agreement between PG&E and the Split-Wheeling Departing Load Customer.

(N)

(Continued)



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

(N)

SPECIAL
CONDITIONS:
(Cont'd).

- 5. MEASUREMENT OF SPLIT-WHEELING DEPARTING LOAD: (Cont'd.)
 - b. In the event that the 12-month average usage differs from the 36-month average (both referenced in Special Condition 5.a. above) 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.
 - c. The customer's Split-Wheeling Departing Load charges will be calculated by multiplying the customer's Split-Wheeling Departing Load usage (as determined in accordance with Special Conditions 5.a. and 5.b.) by the Non-bypassable Charge rates under the applicable to the OAS and service voltage options.

6. EXPIRATION:

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

(N)

Advice Letter No. 2579-E
Decision No. 03-09-052,03-04-030

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

Date Filed November 5, 2004
Effective December 15, 2004
Resolution No. _____



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(T)

RATE SCHEDULES

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