

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,

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)



**Brian K. Cherry**  
Vice President  
Regulatory Relations

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San Francisco, CA 94105

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January 5, 2007

**Advice 2433-E-D**  
(Pacific Gas and Electric Company ID U39E)

Public Utilities Commission of the State of California

**Subject: Revision to Proposed Schedule E-TMDL – Transferred Municipal Departing Load**

**Purpose**

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its proposed Schedule E-TMDL – *Transferred Municipal Departing Load*, as filed on October 29, 2003 (as Schedule E-MDL), in Advice 2433-E and supplemented by Advice 2433-E-A, Advice 2433-E-B, and Advice 2433-E-C. The affected tariff sheets are listed on the enclosed Attachment I and supersede the previous versions of Schedule E-MDL in its entirety. Schedule E-TMDL supersedes 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 Electric Schedule E-DEPART, insofar as they address the obligations of customer load departing to take service from a publicly-owned utility (POU).

**Background**

On November 30, 2006, the Commission issued Resolution E-3999 approving PG&E's Advice 2433-E-C, with modifications.<sup>1</sup> PG&E is filing this supplemental advice letter to comply with the modifications ordered in Ordering Paragraph (OP) 1 of Resolution E-3999. This supplemental advice letter supersedes Advice 2433-E, Advice 2433-E-A, Advice 2433-E-B, and 2433-E-C in their entirety.

**Schedule E-TMDL**

<sup>1</sup> Resolution E-3999 also approved Southern California Edison's Advice 1980-E.

PG&E has complied with all of the items associated with modifications to Schedule E-TMDL as ordered in OP1 of Resolution E-3999.

PG&E is concerned about OP1.v. which states in part "...if the customer does not provide metered consumption data to PG&E either 1) by allowing PG&E to read the customer's meter or 2) by submitting meter-read data to PG&E". Due to the installation of PG&E's "Smart Meters", in the future there may not be PG&E meter readers available to read a customer's meter for purposes of obtaining metered consumption data. If this becomes an issue, PG&E will file an Advice Letter requesting permission to obtain the metered consumption data by some other means.

PG&E is also updating Form 79-1006—*Transferred Municipal Departing Load Nonbypassable Charge Statement*, as defined in Schedule E-TMDL.

### **Effective Date**

Consistent with OP4, PG&E requests that the supplemental advice letter be effective **July 10, 2003**, with the exception that for the tariff provision regarding Competition Transition Charge (CTC) recovery shall be effective **April 1, 2002**. Billing will commence as ordered in Ordering Paragraphs 1 and 5 of Resolution E-3999.

In compliance with OP1.d of Resolution E-3999, within 60 days from the date this supplemental advice letter is deemed effective by the Commission, PG&E shall send a notice of the obligations imposed by Schedule E-TMDL to all customers subject to the tariff. Prior to distribution, a sample of this notice shall be provided to the Energy Division for review and approval as directed in Ordering Paragraph 1.f. of Resolution E-3999. Finally, as ordered in OP5 of Resolution E-3999, customers who owe large amounts shall be given the option to pay such amounts over a 36-month period.

### **Protest**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **January 12, 2007**, which is 5 business days from the date of this filing.<sup>2</sup> Protests should be mailed to:

CPUC Energy Division  
Tariff Files, Room 4005  
DMS Branch

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<sup>2</sup> Pursuant to OP 3 of Resolution E-3999, "Parties shall have up to five business days to file protests limited to identification of areas and/or language, if any, where the supplemental advice letter filings do not properly track this Resolution."

505 Van Ness Avenue  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

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

Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

### **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 to the General Order 96-A service list 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>**



Vice President, Regulatory Relations

Attachments

cc: 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 (ID U39)**

Utility type: <input checked="" type="checkbox"/> ELC <input checked="" type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: <u>Bernard Lam</u> Phone #: <u>(415) 973-4878</u> E-mail: <u><a href="mailto:bxlc@pge.com">bxlc@pge.com</a></u>
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## EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC = Electric  
PLC = Pipeline

GAS = Gas  
HEAT = Heat

WATER = Water

Advice Letter (AL) #: **2433-E-D**

## Subject of AL: Revision to Proposed Schedule E-TMDL – Transferred Municipal Departing Load

Keywords (choose from CPUC listing): Compliance Filing, Forms

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

E-3999

Does AI<sub>1</sub> replace a withdrawn or rejected AI<sub>2</sub>? If so, identify the prior AI<sub>2</sub>; No

Summarize differences between the AI and the prior withdrawn or rejected AI<sup>1</sup>:

Resolution Required?  Yes  No

Requested effective date: 7/10/2003 with CTC provisions effective 4/1/2002 No. of tariff sheets: 16

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/L, agricultural, lighting).

Tariff schedules affected: Rate Schedules E-TMDL and Sample Forms

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#### Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: 2433-E, 2433-E-A, 2433-E-B, 2433-E-C

**Protests and all other correspondence regarding this AL are due no later than 5 business days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

**CPUC, Energy Division  
Tariff Files, Room 4005  
DMS Branch  
505 Van Ness Ave.,  
San Francisco, CA 94102  
inj@cpuc.ca.gov and mas@cpuc.ca.gov**

**Pacific Gas and Electric Company**  
**Attn: Brian K. Cherry**  
**Vice President, Regulatory Relations**  
**77 Beale Street, Mail Code B10C**  
**P.O. Box 770000**  
**San Francisco, CA 94177**  
**E-mail: PGETariffs@pge.com**

<sup>1</sup> Discuss in AL if more space is needed.

**ATTACHMENT 1  
Advice 2433-E-D**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
25880-E	Schedule E-TMDL--Transferred Municipal Departing Load	New
25881-E	Schedule E-TMDL (Cont.)	New
25882-E	Schedule E-TMDL (Cont.)	New
25883-E	Schedule E-TMDL (Cont.)	New
25884-E	Schedule E-TMDL (Cont.)	New
25885-E	Schedule E-TMDL (Cont.)	New
25886-E	Schedule E-TMDL (Cont.)	New
25887-E	Schedule E-TMDL (Cont.)	New
25888-E	Schedule E-TMDL (Cont.)	New
25889-E	Schedule E-TMDL (Cont.)	New
25890-E	Schedule E-TMDL (Cont.)	New
25891-E	Schedule E-TMDL (Cont.)	New
25892-E	Sample Form 79-1006--Municipal Departing Load - Nonbypassable Charge Statement	New
25893-E	Table of Contents -- Rate Schedules	25656-E
25894-E	Table of Contents -- Sample Forms	24750-E
25895-E	Table of Contents -- Title Page	25658-E



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

RATES: (Cont'd.)

4. COMPETITION TRANSITION CHARGE (CTC): The Ongoing CTC recovers the cost of qualifying facilities and power purchase agreements that are in excess of a market benchmark determined by the California Public Utilities Commission (Commission), plus employee transition costs, and is determined in the annual Energy Resource Recovery Account proceeding. The Ongoing CTC Charge is effective April 1, 2002. The Ongoing CTC rate for 2007 is equal to \$0.00013 per kilowatt-hour. Historical Ongoing CTC rates are as follows: \$0.00703 per kWh from January 1, 2004, through February 23, 2005; \$0.00515 per kWh from February 24, 2005, through December 31, 2005, \$0.00431 per kWh for 2006. There is no applicable Ongoing CTC rate in 2002 or 2003. The amount of the Ongoing CTC is subject to change pending any different outcome resulting from judicial review. (N)
5. TRUST TRANSFER AMOUNT (TTA) CHARGE: The TTA Charge 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 Transferred 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.
6. NUCLEAR DECOMMISSIONING (ND) CHARGE: The ND Charge collects the funds required to restore the site when PG&E's nuclear power plants are removed from service. The ND Charge applies to all Transferred Municipal Departing Load. The ND Charge is separately shown in the customer's OAS.
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) Charge superseded and replaced the RA Charge such that after March 1, 2005, customers no longer incur additional RA Charges but instead incur ECRA Charges.
8. ENERGY COST RECOVERY AMOUNT CHARGE: The ECRA Charge recovers the costs associated with the Energy Recovery Amount adopted by the Commission in D.04-11-015. The ECRA Charge is shown in the customer's OAS. On March 1, 2005, the ECRA Charge superseded and replaced the RA Charge. (N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

**SPECIAL  
CONDITIONS:**

1. **DEFINITIONS:** The following terms when used in this tariff have the meanings set forth below: (N)

- a. **Transferred Municipal Departing Load (TMDL):** TMDL is load at a premises that was served by bundled or direct access electricity service from PG&E and, on or after December 20, 1995, is replaced by electricity service from a POU. For purposes of this rate schedule, TMDL does not include "new load," as that term is defined in D.03-07-028.
- b. **Change of Party:** Change of Party occurs when a person or agency with TMDL vacates the premises with the TMDL and another person or agency (New Party) assumes liability for the TMDL at that same premises.
- c. **Nonbypassable Charges (NBCs):** Nonbypassable Charges are those PG&E charges that may be recovered from TMDL pursuant to this rate schedule: the DWR Bond Charge, the DWR Power Charge, the PCIA, the CTC, the TTA Charge, the ND Charge, the RA Charge, and the ECRA 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:** 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.
- f. **Reference Period Load Profile:** The customer's Reference Period Load Profile will be based upon the lower of the following two options: (1) the customer's demand and energy usage over the 12-month period prior to the customer's submission of notice that it will depart or reduce its load; 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.
- g. **New Party:** New Party, as identified with TMDL, is either: (1) an entity which occupies, and will begin to consume electricity at, TMDL premises; or (2) an entity which assumes liability for the charges at TMDL premises. (N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

2. EXEMPTIONS AND EXCEPTIONS:

(N)

- a. Load That Departed Prior to February 1, 2001. Transferred Municipal Departing Load that departed prior to February 1, 2001, is exempt from the DWR Bond Charge, the DWR Power Charge, and the PCIA.  
  - Modesto Irrigation District – 190,220 megawatt-hours (MWh)
  - Merced Irrigation District – 340,844 MWh
  - South San Joaquin Irrigation District Condemnation Area – 21,605 MWh
  - Laguna Irrigation District Condemnation Area – 35,583 MWh
  - Redding, Roseville, Lodi, Davis, and Brentwood Annexation Areas – 151,506 MWh
- c. Load Eligible for Leftover Exceptions (referenced in D.04-11-014). To the extent any of those entities specifically named in Special Condition 2.b, above, does not utilize its allotted annual DWR Power Charge exception or PCIA exception, the exception shall be made available on an annual first-come, first-served basis to TMDL of POU's that have been in existence on or prior to July 10, 2003, and serving at least 100 customers. The following entities have been found by the Commission to qualify for these Leftover Exceptions:  
  - Municipal Utilities: Alameda, Anaheim, Azusa, Banning, Biggs, Burbank, Calaveras, Colton, Glendale, Gridley, Hercules, Healdsburg, Lodi, Lompoc, Los Angeles, Needles, Palo Alto, Pasadena, Pittsburg, Redding, Riverside, Roseville, San Francisco, Santa Clara, Shasta Lake, Tuolumne, Ukiah, Vernon
  - Municipal Utility Districts: Lassen, Sacramento
  - Public Utility Districts: Trinity, Truckee-Donner
  - Irrigation Districts: Imperial, Merced, Modesto, Turlock
  - Other: Port of Stockton
- d. RA Charge/ECRA Charge Exemptions. Transferred Municipal Departing Load that departed prior to January 1, 2000, is exempt from the RA Charge and ECRA Charge. In addition, Municipal Departing Load is exempt from the RA Charge and ECRA Charge if it departed from a location that subsequently, as of December 19, 2003, was no longer part of PG&E's service area.

(N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

**SPECIAL  
CONDITIONS:  
(Cont'd.)**

3. **PROCEDURES FOR TRANSFERRED 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 Transferred Municipal Departing Load in accordance with the following procedures: (N)

a. **PG&E Notice to Customer (PG&E Notice) and Customer Notice to PG&E (Notice of Departure or NOD):** PG&E shall send a written notice of the obligations imposed under this tariff to all customers subject to this tariff. The PG&E Notice will be mailed to the customer's service address.

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 Transferred Municipal Departing Load no more than 30 days after receipt of the PG&E Notice. The customer shall specify in its Notice of Departure the following:

- 1) The date on which the customer will reduce or discontinue its electric service (Date of Departure);
- 2) A description of the load that will qualify as Transferred Municipal Departing Load;
- 3) The PG&E account number assigned to this load;
- 4) The name of the POU from which the customer will take service; and
- 5) Its preferred method of selecting billing determinants (12-month or 36-month) for its Reference Period Load Profile as described in Special Condition 5.a. At the customer's election, metered data can be substituted on a prospective basis.

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.

If, at the time the PG&E Notice is due, PG&E has entered into, or agreed to enter into, bilateral discussions with a POU or a POU customer, then the PG&E Notice and Notice of Departure procedures described above may be suspended until such time as PG&E and the POU, or POU customer, reach agreement on the applicable Nonbypassable Charges or PG&E determines that a bilateral agreement will not be feasible. If a bilateral agreement is reached that resolves the applicable Nonbypassable Charges, then the PG&E Notice and Notice of Departure procedures described above are extinguished. If the applicable Nonbypassable Charges are not resolved through bilateral negotiations, then PG&E shall send the PG&E Notice described above within 15 days of concluding such bilateral negotiations. (N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

**SPECIAL  
CONDITIONS:  
(Cont'd.)**

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

(N)

**b. Transferred Municipal Departing Load Nonbypassable Charge Statement:**

By no later than 20 days after receipt of customer's notice (provided pursuant to Special Condition 3.a.), PG&E shall mail or otherwise provide the customer with a Transferred Municipal Departing Load Nonbypassable Charge Statement containing any of the customer's applicable exemption(s) identified by PG&E.

If PG&E fails to provide a customer with a Transferred Municipal Departing Load Nonbypassable Charge Statement within 20 days of PG&E's receipt of the customer's notice containing all of the information required under Special Condition 3.a., the customer's obligation to pay Transferred Municipal Departing Load Nonbypassable Charges shall not commence until the later of the Date of Departure or 30 days from the customer's receipt of PG&E's Transferred Municipal Departing Load Nonbypassable Charge Statement.

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

1) Notice and Procedure for Customer with Transferred Municipal Departing Load: Customers with Transferred Municipal Departing Load that intend to take action such that they will no longer be responsible for Nonbypassable Charges for Transferred Municipal Departing Load, in whole or in part, at the customer's premises shall give notice to PG&E as soon as practicable. With the customer's permission, notice may also be given by the POU. Transferred Municipal Departing Load customers shall be liable for applicable CRS and other NBC charges until PG&E receives notice from the customer or until PG&E has actual notice that the customer no longer occupies or is responsible for the Transferred Municipal Departing Load at the premises.

- a) The customer must state the date on which the termination of liability is intended to become effective, and the reason for termination of liability. Reasons for termination of liability may include vacating the property, change of ownership or Change of Party.
- b) PG&E will stop billing the customer for Nonbypassable Charges on the effective date of the termination of liability.
- c) If PG&E disputes the notice of termination, PG&E will advise the customer in writing and state the reason(s) for such disapproval and may invoke the dispute resolution provisions outlined in Special Condition 3.e. below.

(N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED 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 Transferred Municipal Departing Load, the New Party shall notify PG&E, in writing or by reasonable means through a designated PG&E representative authorized to receive such notification, of its intention to occupy those premises and assume responsibility for the Municipal Departing Load. With the customer's permission, notice may also be given by the POU.

a) The New Party shall specify in its notice the date the person or agency will begin, or already began, consuming electricity at the premises, and, if known, the name of the prior Transferred Municipal Departing Load customer or the relevant PG&E account number(s).

b) PG&E will utilize the existing customer's Reference Period Load Profile as the Reference Period Load Profile for the New Party at the same premises unless: (1) the New Party provides PG&E with metered data, made available in a manner acceptable to PG&E, to calculate the applicable CRS and other NBC charges; or (2) the existing customer requests at the time of termination that its historic metered usage data not be released. PG&E will estimate the New Party's usage if PG&E determines that the existing customer's usage is inappropriate for the New Party.

c) PG&E will issue a bill for the time period beginning with the date the New Party began to consume electricity at the premises.

d. Customer Obligation to Make Transferred Municipal Departing Load Payments, PG&E Periodic Reminders, and Payment Plans: PG&E will issue monthly bills in accordance with the provisions of this Schedule. Transferred Municipal Departing Load Customers shall pay Nonbypassable Charges in full to PG&E within 20 days of receipt of the bill. PG&E shall periodically remind Transferred Municipal Departing Load Customers of their notice and/or payment obligations under this tariff and of the substantial penalties that could result for failure to comply with the requirements of this tariff. PG&E will arrange for payment plans for any Transferred Municipal Departing Load Customer who indicates that it would otherwise have difficulty paying the amount owed.

(N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED 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 Transferred Municipal Departing Load Nonbypassable Charge Statement does not comply with the terms and conditions provided for in this Schedule, the customer must notify PG&E of the basis for this disagreement in writing, within 20 days after receipt of the Transferred Municipal Departing Load Nonbypassable Charge Statement provided by PG&E. If PG&E does not accept the customer's position, it will respond in writing within 5 days after receipt of such notice. If the customer is not satisfied with PG&E's response, within 14 days of receiving PG&E's response, the customer shall notify PG&E in writing or by reasonable means through a designated PG&E account representative authorized to receive such notification that the customer wishes to pursue informal dispute resolution. If the customer makes a timely request for informal dispute resolution, PG&E and the customer shall promptly seek assistance in reaching informal dispute resolution from the Commission's Energy Division, or shall seek mediation of the dispute from the Commission's Administrative Law Judge Division. If the dispute is not resolved within 60 days of the customer's request to pursue informal dispute resolution, the customer may file a complaint with the Commission within the next 20 days. (PG&E and the customer may also agree to extend this 20-day period, in order to allow for further negotiations or other resolution techniques.) In such events, the customer shall continue to be responsible for making the monthly CRS and other nonbypassable charge payments described in the Rates Section above on a timely basis, with such payments subject to future refund or other adjustment as appropriate if the Commission establishes that different information should have been used as the basis for the customer's Transferred Municipal Departing Load Nonbypassable Charge Statement.

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

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

- 1) If the breach was a failure to provide notice, to cure the breach the customer must provide the notice required above, and pay any amounts that would have been assessed had the customer provided PG&E with a timely notice.
- 2) If the breach was a failure to pay two (2) or more consecutive monthly Transferred Municipal Departing Load Payments as specified in Special Condition 3.d, to cure the breach, the TMDL customer must pay all such delinquent monthly TMDL payments plus a deposit equal to two (2) times the monthly TMDL payment.

(N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

**SPECIAL  
CONDITIONS:  
(Cont'd.)**

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

(N)

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

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

h. **Return of Deposit:** If a customer deposit has been paid under the provisions of Special Condition 3.g., or a letter of credit has been supplied in substitution for that deposit, PG&E will review the customer's account status after the deposit or letter of credit has been held for twelve months. At that time, and if the customer has made all payments on a timely basis subsequent to the cure of the original breach, PG&E will either refund the deposit or release the letter of credit, or at the customer's election apply any paid deposit as a credit against future payment requirements. Any amounts returned or credited in accordance with this Schedule shall include interest computed using the same rates as are applicable to all other customer deposits and utility balancing accounts.

(N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

**SPECIAL  
CONDITIONS:  
(Cont'd.)**

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

(N)

i. **Demand for Lump Sum Payment:** PG&E may issue a Demand for Lump Sum Payment of default Transferred Municipal Departing Load Payments to a customer under any one of the following four conditions: (1) failure to provide notice and subsequent failure to cure as specified; (2) failure to establish a deposit; (3) failure, after having established a deposit, to make monthly payments, to such an extent that the account has once again become at least two months in arrears; or (4) after having received the return of a prior deposit, failure to make subsequent future monthly payments to such an extent that the account has once again become at least two months in arrears.

Default Lump Sum Nonbypassable Charge Payment Responsibility shall be, for each rate component, an amount equal to the Net Present Value of the TMDL customer's current and future CRS and other NBCs obligations using the most recent Commission adopted value of the IOU's weighted cost of capital as the discount rate for the period from when the customer's account began being in arrears and PG&E's estimated date of the expiration of the customer's obligation to pay that rate component.

If a lump sum payment for a component is demanded and received, no subsequent consumer at the same premises shall be responsible for that component.

(N)

(Continued)



**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

**SPECIAL  
CONDITIONS:  
(Cont'd.)**

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

(N)

j. **Enforceability:** Failure to make Transferred Municipal Departing Load Nonbypassable Charge payments or provide notice as specified herein constitute a breach of the customer's continuing legal obligations to PG&E and a breach and violation of this tariff. PG&E may enforce the payment obligations specified herein by filing suit to enforce this tariff in any court of competent jurisdiction. If PG&E has elected to issue a Demand for Lump Sum Payment of default Transferred Municipal Departing Load Payments and the customer has not paid within 30 days of issuance, then PG&E may enforce this obligation by filing suit to enforce this tariff in any court of competent jurisdiction.

4. **SERVICE VOLTAGE OR SCHEDULE CHANGES:** If the customer has switched between applicable rate schedules or service voltages during the 36-month period prior to the Date of Departure, the Transferred Municipal Departing Load Nonbypassable Charge Statement will nonetheless be based on the customer's final applicable rate schedule and service voltage.

**5. MEASUREMENT OF MUNICIPAL DEPARTING LOAD:**

a. **Reference Period Load Profile:** For customers who have occupied a premises and consumed load in a bona fide manner for a period of at least 12 months prior to customer's notice of departure, the customer's reference period billing determinants will be based upon the lower of: (1) the customer's demand and energy usage over the 12-month period prior to the customer's submission of notice; or (2) the customer's average 12-month demand and energy usage, with such average to be as measured over the prior 36 months of usage.

At the customer's election, metered consumption data can be substituted on a prospective basis for TMDL charge billing purposes rather than using the historical billing determinants as described above. Metered consumption data must be provided to PG&E on a timely basis. This data can be provided by either the customer, or with the customer's permission, the POU. If the POU does not provide PG&E with the metered consumption data in a manner acceptable to PG&E, or alternatively, if the customer does not provide metered data consumption data to PG&E either: (1) by allowing PG&E to read the customer's meter; or (2) by submitting meter-read data to PG&E, the customer's TMDL usage for billing purposes will be based upon the customer's 12-month or 36-month Reference Period Load Profile, as described above.

b. **Reference Period Annual Bill:** The customer's Reference Period Annual Bill will be calculated by multiplying the customer's applicable reference period billing determinants (as determined according to Special Condition 5.a.) by the Nonbypassable Charge rates under the customer's Otherwise Applicable Schedule and service voltage options.

(N)

(Continued)



**Pacific Gas and Electric Company**  
San Francisco, California

Cancelling

Original

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

25891-E

**SCHEDULE E-TMDL—TRANSFERRED MUNICIPAL DEPARTING LOAD**  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

6. BILATERAL AGREEMENTS:

Bilateral agreements between PG&E and the respective POUs or POU customer can be used as an alternative in place of this tariff schedule.

(N)

7. EXPIRATION:

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

(N)

(Continued)

Advice Letter No. 2433-E-D  
Decision No.  
105647

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

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**Pacific Gas and Electric Company**  
San Francisco, California

Cancelling

Original

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

25892-E

PACIFIC GAS AND ELECTRIC COMPANY

TRANSFERRED MUNICIPAL DEPARTING LOAD  
NONBYPASSABLE CHARGE STATEMENT  
FORM NO. 79-1006 (01/07)  
(ATTACHED)

(N)  
|  
(N)

Advice Letter No. 2433-E-D

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105650

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Vice President  
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Resolution No. E-3999



**Pacific Gas and  
Electric Company®**

**TRANSFERRED 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 Transferred Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-TMDL. This Transferred Municipal Departing Load Nonbypassable Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile" or metered consumption data); (2) Customer's applicable rate schedule and service voltage; (3) a summary of applicable nonbypassable charge payment obligations.

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

**(1) Consumer's Billing Determinants:**

The customer's Reference Period Load Profile will be based upon the lower of the following two options: (1) the customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load; 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.

Customer's Reference Period Load Profile

- A. Customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load
- B. Customer's average 12 month demand and energy usage, with such average to be measured over the prior 36 months of usage prior to the customer's submission of notice that it will depart or reduce its load

Substitution of Metered data

- C. Customer has chosen to provide metered consumption data on a prospective basis



**Pacific Gas and  
Electric Company®**

**MUNICIPAL DEPARTING LOAD  
NONBYPASSABLE CHARGE STATEMENT  
(Continued)**

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

(3) Payment obligations related to applicable nonbypassable charges:

Nuclear Decommissioning Charge (ND):	Yes	No
Trust Transfer Amount Charge (TTA):	Yes	No
<b>Cost Responsibility Surcharge:</b>		
Regulatory Asset Charge (RA):	Yes	No
Energy Cost Recovery Amount (ECRA):	Yes	No
Competition Transition Charge (CTC):	Yes	No
DWR Bond Charge:	Yes	No
DWR Power Charge:	Yes	No
Power Charge Indifference Adjustment	Yes	No

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

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

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

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

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



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**Pacific Gas and Electric Company**  
San Francisco, California

Cancelling  
Revised

Revised  
Revised

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**Pacific Gas and Electric Company**  
San Francisco, California

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Revised

Cal. P.U.C. Sheet No. 25895-E  
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2433-E-D

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## PG&E Gas and Electric Advice

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