



Gas Sample Form No. 79-845
Core Gas Aggregation Service Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4886-G
Decision D.24-03-002,
D.23-11-069

Issued by
Shilpa Ramaiya
Vice President
Regulatory Proceedings and Rates

Submitted March 29, 2024
Effective March 29, 2024
Resolution _____

CORE GAS AGGREGATION SERVICE AGREEMENT

This Core Gas Aggregation Service Agreement (CTA Agreement or Agreement) is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____, to be known as a Core Transport Agent (CTA). PG&E and CTA are collectively herein referred to as "Parties" and individually as "Party." CTA requests that PG&E provide Core Gas Aggregation Service to CTA on behalf of its Core Transport Group (Group). CTA shall be considered an Agent for the Group, and for individual Group members, who are Core End-Use Customers receiving transportation service and who have selected the CTA as their gas supplier, pursuant to Schedule G-CT.

The CTA agrees to abide by the applicable sections of PG&E's tariffs as well as the terms and conditions stated in this Agreement and Attachments hereto. The Attachments described below are hereby made a part of this Agreement and specify terms and conditions of Core Gas Aggregation Services provided by PG&E pursuant to its tariffs, including Schedule G-CT, and gas Rules 23 and 25.

TERM OF AGREEMENT

This Agreement will become effective as of _____ (Effective Service Date) and will remain in effect unless terminated by the CTA or PG&E in accordance with this Agreement, Schedule G-CT and/or gas Rules 23 and 25.

ATTACHMENTS

- A. Customer Authorization for Core Gas Aggregation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.
- B. Core Transport Group Summary (Group Summary). This Attachment is no longer in use.
- C. Allocation of Firm Pipeline Capacity (Pipeline Capacity Allocation). In accordance with Schedule G-CT, the CTA will be offered an allocation for each month in the capacity allocation period, of a pro rata share of the firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Gas Transmission – Northwest Corporation (GTN), Foothills Pipe Lines Ltd. (Foothills), NOVA Gas Transmission Ltd. (NGTL), PG&E's Backbone Transmission System paths, Ruby Pipeline, El Paso Natural Gas Company, Kern River Gas Transmission, and Transwestern Pipeline Company (each of which is a Pipeline and, collectively, the "Pipelines"), which will be identified in Attachment C of this Agreement. If CTA has multiple CTA Agreements, the allocated volumes for Attachment(s) C with the same term will be combined and considered as one direct allocation with the Pipelines, unless otherwise agreed by the Parties. Executed Attachment C will record capacity amounts allocated and rejected.
- D. Core Firm Storage Requirement (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity requirement, which allocation shall be set forth in Attachment D of this CTA Agreement. Executed Attachment D will record the amounts of firm storage capacity held by the CTA (Firm Storage procured from a CPUC-certified Storage Provider) will be used according to Schedule G-CT and Schedule G-CFS.
- E. Termination of Customer Authorization for Core Gas Transportation Service (Termination). This Attachment is no longer in use.
- F. Formal Communications Between Parties (Communications). Any formal communications concerning this Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address shown in Attachment F and shall be deemed to be received as of the delivery or read receipt date. Operational communications regarding billing, capacity, forecasts, imbalances, and other matters will be directed as indicated on the most recent version of this Attachment, as provided by the CTA. CTA will promptly submit changes in this Attachment to PG&E.

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- G. Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity. This Attachment is no longer in use.
- H. Authorization for Early Termination. Any CTA who authorizes PG&E to terminate Core Gas Aggregation Service prior to the initial twelve (12) month term must execute an Attachment H.
- I. Certification of Alternate Resources for Rejected PG&E-Allocated Storage Withdrawal Capacity (Alternate Resources) In accordance with Schedule G-CT, Alternate Resources are required to the extent that the CTA rejects all or part of the Initial Storage Allocation and/or a Mid-Year Storage Allocation Adjustment. This Attachment is no longer in use effective April 1, 2025, as the option to use Alternate Resources will no longer be applicable.
- J. Declaration of Alternate Firm Winter Capacity (Winter Capacity) Pursuant to Schedule G-CT, CTAs may be required, during the Winter Season, to contract for firm PG&E Redwood and PG&E Baja Backbone Transmission path capacity. If a CTA chooses not to accept any portion of PG&E's pro rata allocation of winter Backbone pipeline capacity, Attachment J must be executed and submitted for each winter month that the allocation is rejected and transmitted to PG&E within five (5) days of CTA's receipt of notice to meet their Firm Winter Capacity Requirement.
- K. Core Transport Agent Billing Agreement (Consolidated Billing Credits) Attachment K must be executed if: 1) the CTA provides consolidated billing and PG&E no longer sends end-users an information-only bill; 2) the CTA shall be responsible for providing the end-user with the required billing and Customer protection information; and 3) PG&E is to provide a billing credit to the CTA or the end-user for PG&E's avoided costs.
- L. Consolidated PG&E Billing. In accordance with gas Rule 23, Attachment L must be executed if the CTA authorizes PG&E to provide Consolidated PG&E Billing.
- M. Certification of Storage Resources. In accordance with Schedule G-CT, storage resources are required for Firm Storage Capacity from a CPUC-certified Independent Storage Provider (ISP) during the Initial Storage Allocation or the Mid-Year Storage Adjustment, as applicable. Attachment M must be executed and submitted on a monthly basis (summer and winter storage season).

BILLING AND PAYMENT

Pursuant to PG&E's tariffs, the CTA is ultimately responsible for paying PG&E for all charges associated with Core Gas Aggregation Service that PG&E provides to CTA on behalf of Customers in the Group.

PG&E will bill the CTA and the CTA will pay for services rendered under this Agreement. Bills are due and payable pursuant to Rules 23 and 25.

In the event of a billing dispute, the bill must be paid in full by CTA pending resolution of the dispute under California Public Utilities Commission (CPUC) procedures. Such payment shall not be deemed a waiver of CTA's right to a refund. The Agreement may not be subject to termination for any billing dispute pending before the CPUC.

CREDIT WORTHINESS

CTA must meet creditworthiness requirements as set forth in gas Rules 23 and 25 before providing Core Gas Aggregation Service to a Group under this Agreement.

ALLOCATION OF FIRM PIPELINE CAPACITY

Subject to approval of the applicable Pipelines, PG&E will offer an allocation to CTA of a pro rata share of firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Pipelines under the terms and conditions set forth herein and in Schedule G-CT.

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Attachment C specifies the terms and conditions for direct allocation of firm pipeline capacity to the CTA for service to Customers in its Group. Attachment C must be executed by the CTA prior to the allocation of firm pipeline capacity. The allocation will be made for each month in a capacity allocation period pursuant to Schedule G-CT.

The CTA is responsible for all charges associated with pipeline capacity.

If the CTA defaults on its payments to the Pipelines and Pipelines bill PG&E for any unpaid charges, the CTA will be considered in violation of this CTA Agreement until CTA meets all outstanding financial obligations to the Pipelines and the Pipelines so notify PG&E. If CTA fails to pay the Pipelines, PG&E may terminate this CTA Agreement and/or reclaim the Firm Pipeline Capacity offered to and accepted by the CTA.

CTA shall indemnify, reimburse and otherwise hold PG&E harmless for all losses, reasonably incurred costs, expenses, damages, and liabilities relating to firm pipeline capacity covered by this Agreement or allocated pursuant to Schedule G-CT. Any Interstate Capacity allocated per Attachment C herein shall at all times be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and applicable FERC pipeline tariffs. Any Canadian Capacity allocated per Attachment C herein shall at all times be subject to the jurisdiction of the governing Canadian authorities and applicable Pipeline tariffs.

CTA CORE FIRM STORAGE REQUIREMENT

PG&E will allocate, to CTA their pro rata share of core firm storage capacity requirement under the terms and conditions set forth herein and in Schedule(s) G-CT and G-CFS. Attachment D, which specifies the terms and conditions for core firm storage requirement to the CTA for service to Customers in its Group, must be executed by the CTA prior to commencement of core firm storage service under this CTA Agreement.

For any and all Firm Storage capacity procured from a CPUC-certified storage provider during the Initial Storage Allocation, CTA agrees to obtain the storage resources, as provided in Schedule G-CT, equivalent to the capacity and rights pursuant to gas rate schedule G-CFS, for each month of the Storage Season (April-March).

CTA agrees to provide timely monthly certifications of its firm storage resources, as set forth in Attachment M to this Agreement.

For any and all Firm Storage procured from the CPUC-certified storage provider, the CTA releases PG&E from any and all liability arising out of or associated with the associated injection, inventory and withdrawal capacity not being available for the CTA's use. Further, the CTA shall indemnify PG&E for any and all losses, including direct and consequential damages, that arise from or are associated with: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) and Storage Resources (Attachment M) which turn out to be inaccurate; (ii) any failure of the CTA's Alternate Resources or Storage Resources to perform as compared to the storage resources and/or (iii) any failure to provide such certifications as required in Schedule G-CT.

COMMUNICATIONS

Formal communications concerning this CTA Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address specified in Attachment F hereto and shall be deemed to be received as of the delivery date. The contact information designated on Attachment F may be changed from time to time, by the Party affected, upon receipt of a revised Attachment F by the other Party.

ASSIGNMENT

Neither Party may assign all or any portion of this CTA Agreement without the written consent of the other Party provided, however, notice only, and not consent, is required if an assignment of PG&E's entire interest hereunder is made to a parent or affiliate of PG&E or to an entity succeeding to all or substantially all of the business properties and assets of PG&E or to the business function to which this Agreement relates. Any successor to, transferee, or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee or assignee were an original Party.

FORCE MAJEURE

- (a) In the event either CTA or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this CTA Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party no later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided, that no force majeure shall be cause for delay in the payment for services rendered.
- (b) The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage, blockage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.
- (c) It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.
- (d) It is understood and agreed that "force majeure" as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders or diversion orders in accordance with PG&E's gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

GENERAL

PG&E shall have no liability to Group/Customer/CTA, or any assignee thereof, for any curtailments or interruptions of service or losses of gas pursuant to this Agreement and PG&E's tariffs. The liability of PG&E for any curtailments, interruptions of service or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect, provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E. No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions or inactions arising from, out of, or related to this Agreement.

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PG&E may accept e-mailed or facsimile copies of this Agreement and any other notices or agreements hereunder, and the same shall be binding on the CTA or Customer as though they were original signed documents. PG&E may accept the signature of any representative of the CTA or Customer on any such agreement or notice, and the same shall be binding on CTA or Customer without any obligation on PG&E's part to verify that the person so signing has authority to bind CTA or Customer provided that the CTA or Customer may, and has the affirmative obligation to, provide PG&E with a list of people authorized by the CTA or Customer to execute such documents or agreements with PG&E and, if the CTA or Customer provides such a list, PG&E shall limit its acceptance of and reliance on such documents accordingly.

With the exception of CPUC-approved tariff and rule changes, no subsequent waiver, modification or amendment of this Agreement or attachments shall be effective, including such changes the CPUC may direct as provided below, unless in writing and signed by a duly authorized representative of the Parties, provided, however, that modifications to Attachment A require the signature of the CTA and the Customer, but not PG&E.

This CTA Agreement does not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly set forth in this Agreement. The Parties agree that all understandings between them regarding the services to be provided under this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this Agreement (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this CTA Agreement.

The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

This Agreement shall be interpreted under the laws of the State of California. This Agreement and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of authorities (or the successors of those authorities) having jurisdiction over this Agreement or the Parties' actions thereunder.

This Agreement shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be made to this Agreement or to PG&E's applicable tariff schedules and rules. This Agreement in all respects shall be and remains subject to PG&E's gas Rules in effect during the term of this Agreement, as they may change from time to time.

Complaints against the utility arising out of this Agreement shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorneys' fees, to collect payment for services performed or other amounts due and owing under this Agreement.

Neither CTA nor Customer shall take any action which may subject PG&E's gas operations or facilities to the jurisdiction of the FERC or any successor to the FERC. Any such action is cause for the immediate termination of this Agreement.



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Core Transport Agent:

PACIFIC GAS AND ELECTRIC COMPANY

CTA Name

Authorized Representative (Print)

Signature

Title

Date

Authorized Representative (Print)

Signature

Title

Date

Incorporated Attachment(s): Applicable Attachment(s)

Gas Rules 1, 14, 21, 23, 25 and Schedules G-BAL, G-CFS, G-CT, G-ESP are available at www.pge.com/tariffs