

January 10, 2003

Advice 2439-G

Public Utilities Commission of the State of California
(Pacific Gas and Electric Company ID U 39 G)

Subject: **Rule 25 – Gas Services Customer Creditworthiness and Payment Terms**

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to gas tariff Rule 25 - *Gas Services Customer Creditworthiness and Payment Terms*, to more clearly explain customer creditworthiness requirements. The affected tariff sheets are listed on the enclosed Attachment I.¹

Purpose

The purpose of the revisions to gas Rule 25 is to clearly define that this rule applies to a customer purchasing or receiving gas products as well as services, more clearly define creditworthiness requirements of the credit application, clarify the definition of contracts subject to PG&E's creditworthiness requirements, clarify adequate security, clarify the criteria used for reducing creditworthiness requirements, clarify the terms by which interest is paid on cash security deposits, and clarify criteria for termination of gas service.

The modifications to Rule 25 make the terms and requirements of gas services customer creditworthiness and payment terms much clearer and more specific.

Tariff Revisions

Due to the extensive revisions to Rule 25, Attachment II in this filing is a strike and bold copy of the tariff revisions being provided for informational purposes. Listed below are the substantive tariff revisions by section:

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

Part A - General

- Includes reference to gas Rule 6—Establishment and Reestablishment of Credit, in paragraph listing exemptions to Rule 25.
- Editorial revisions throughout Rule 25 include, but are not limited to: changing “the customer” to “a Customer,” more specific references to forms and exhibits, adding the word “products” when referring to “services”.

Part B – Establishment of Credit**1. Application for Credit**

- Updates the title of Form No. 79-868 to “California Gas Transmission Credit Application.”
- Eliminates nonrefundable credit application processing fee of \$500.

2. Continuation of Creditworthiness

- Revises conditions for additional credit support as a condition for termination of agreement or service.

3. Minimum Creditworthiness Criteria for Unsecured Credit

- Deletes reference to “maximum amount”.
- Clarifies “party” to mean “third party, on behalf of a Customer...and executing PG&E’s General Guarantee.”
- Reduces criteria for minimum creditworthiness to just one of five (5) conditions.
- Specifies that Moody’s and Standard & Poor’s ratings criteria are “short-term.”
- Added to the list of reasons for requesting security, “a change in a Customer’s published debt ratings or expected change in debt ratings due to the issuances of a negative outlook by either Moody’s or Standard & Poor’s, which would cause a Customer’s long-term or short-term debt rating to be less than specified in these criteria.”

4. Credit Standards Utilizing Security

- Specifies the differences between this section and the previous section, which deals with unsecured credit.
- Adds termination of service conditions under a secured credit scenario where a Customer fails to provide additional security.
- Adds language that provides PG&E “security interest in the cash deposit to secure all of that Customer’s obligations to PG&E” if the Customer provides a cash deposit.
- Adds PG&E’s standard form of letter of credit and standard form of surety bond as an acceptable form of security.
- Broadens PG&E’s discretion regarding acceptable Forms of Security.
- Specifies the amount of security required is sixty (60) days of maximum potential financial exposure.
- Deletes the calculation of credit requirements for a CTA obtaining storage capacity. (Condition no longer applicable)

Part C – *Billing and Payment Terms*

1. Late Payment Fee

- Deletes reestablishment of credit requirements for a delinquent Customer under the Late Payment Fee section.

3. Termination of Service

- Changes issuance of a seven (7) day notice of nonpayment to issuance of a past due balance letter in the event a Customer remains unpaid after fifteen (15) days.
- Adds condition of bankruptcy and failure to meet credit criteria in a specified time frame as conditions to termination of contracts and exhibits.
- Adds interest and other charges to the amount Customer is held accountable for when there is late payment.
- Adds condition to termination of service that will forfeit any gas to PG&E that a Customer has in storage upon bankruptcy.

Part D – Reestablishment of Credit

- Broadens the requirement to reestablish credit to any Customer whose service agreement or applicable exhibit has been terminated, regardless of time period.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **January 30, 2003**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 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: Les Guliasi
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, **February 19, 2003**, 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. 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/customer_services/business/tariffs/

Vice President - Regulatory Relations

Attachments



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS

A. GENERAL

This Rule applies to Customers (including, but not limited to, potential Customers, Balancing Agents, and Core Transport Agents (CTAs)) purchasing or receiving gas products and services from PG&E including, but not limited to, Backbone Transmission services, Third Party Service Provider (TPSP) services, balancing services, or core firm storage pursuant to PG&E's gas rate schedules and agreements. To be eligible to receive such products and services, Customers must meet the credit requirements set forth herein on a continuing basis. (T)

This Rule shall not apply to Customers who purchase or receive only local transmission service or distribution service from PG&E. (See gas Rule 6.) (T)

Customers must also make payments in accordance with the provisions contained herein. (T)

To receive gas products and services from PG&E, a Customer must either establish an unsecured credit line or provide security to PG&E in proportion to PG&E's total financial exposure based on all products and services for which a Customer has contracted with PG&E. The amount of credit established for, or security required of a Customer, is a function of that Customer's creditworthiness. (T)

PG&E will apply credit evaluation criteria and make decisions under this Rule on a non-discriminatory basis; subject, however, to the reasonable exercise of decision-making. PG&E may, from time to time, modify the creditworthiness requirements applicable to a Customer based on changes in that Customer's service requirements and/or overall financial condition. (T)

A Customer requesting gas products and services must demonstrate creditworthiness before PG&E will execute a Gas Transmission Service Agreement (GTSA) (Form No. 79-866) or exhibits to the GTSA, a Noncore Balancing Aggregation Agreement (NBAA) (Form No. 79-869), or exhibits to the NBAA, or a Core Gas Aggregation Service Agreement (CTA Agreement) (Form No. 79-845), or exhibits to the CTA Agreement. Criteria for establishing creditworthiness are shown below. (T)

A customer requesting services through a TPSP must demonstrate creditworthiness with PG&E under this Rule. A Customer may also enter into a separate credit agreement with a TPSP for additional creditworthiness. (T)

(Continued)



RULE 25—GAS SERVICE-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS

(Continued)

B. ESTABLISHMENT OF CREDIT

1. APPLICATION FOR CREDIT

Each Customer shall complete, execute, and submit a California Gas Transmission Credit Application (Form No. 79-868). The following financial information must be provided to PG&E in order for PG&E to evaluate a Customer's creditworthiness. (T)

a. Customer's most recent annual report. (T)

b. Customer's most recent U.S. Securities and Exchange Commission (SEC) Form 10-K, or

1) If SEC Form 10-K is not available, substitute audited annual financial information (including a balance sheet, income statement, notes to the financial statements and cash flow statement). (T)

2) If audited statements are unavailable, substitute unaudited annual financial information (including a balance sheet, income statement, and cash flow statement) accompanied by an attestation by Customer's Chief Financial Officer that the information is true, correct and a fair representation of Customer's current and foreseeable future financial condition.

c. Customer's most recent quarterly SEC Form 10-Q and/or quarterly financial statements. (L)

d. A complete list of Customer's corporate affiliates, parent companies and subsidiaries. (T)

e. Other Customer financial information as may be required by PG&E. (T)

PG&E will use the information above to determine a Customer's maximum credit line, either secured or unsecured. (T)

A creditworthiness evaluation may be conducted by an outside credit analysis agency, to be determined by PG&E, with final credit approval granted by PG&E. Credit reports will remain strictly confidential between the credit analysis agency and PG&E. (D)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS
(Continued)

B. ESTABLISHMENT OF CREDIT (Cont'd.)

4. CREDIT STANDARDS UTILIZING SECURITY

If PG&E denies unsecured credit to a Customer, or if PG&E determines subsequently during the term of the service under PG&E's rate schedules a Customer no longer satisfies the criteria for unsecured credit, the Customer may still obtain credit approval if it elects to provide security in a form and amount acceptable to PG&E. (T)

Additionally, a Customer may provide security in a form acceptable to PG&E in lieu of the creditworthiness evaluation, in which case, the security must be submitted to PG&E before PG&E will execute a Customer's GTSA, CTA Agreement, or NBAA, or before TPSP Services are initiated by PG&E. Such security may not be used to offset a Customer's regular monthly bills. (T)

After PG&E determines a Customer is eligible for credit, secured or unsecured, that Customer may be required, after service begins, to provide additional security to maintain its credit position if PG&E becomes aware of a material financial change that has affected, or could adversely affect, that Customer's creditworthiness, or if the provisions of this Rule are changed. If a Customer fails, for whatever reason, to provide additional security in an amount required by PG&E to maintain that Customer's credit position within three (3) business days, PG&E may immediately terminate that Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services. (T) (N)

a. ACCEPTABLE FORMS OF SECURITY

1) Cash Deposit

The amount of a deposit taken to establish credit may be subject to adjustment upon request by a Customer and/or upon review by PG&E. If a Customer later qualifies for unsecured credit with PG&E, PG&E will refund the deposit either upon a Customer's request and/or upon review by PG&E. (T)

A Customer providing a cash deposit grants to PG&E a security interest in the cash deposit to secure all of that Customer's obligations to PG&E. (N)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS
(Continued)

B. ESTABLISHMENT OF CREDIT (Cont'd.)

4. CREDIT STANDARDS UTILIZING SECURITY (Cont'd.)

a. ACCEPTABLE FORMS OF SECURITY (Cont'd.)

1) Cash Deposit (Cont'd.)

PG&E will pay interest on deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully deposited to the date of refund by check or a credit to a Customer's account. The applicable interest rate may vary from month to month and shall be equal to the interest rate on commercial paper (prime, 3 months) for the previous month as reported in the Federal Reserve Statistical Release, G.13, or its successor publication; provided that when a refund is made within the first fifteen (15) days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made. No interest will be paid if services are terminated for nonpayment of bills. (T)

2) Letter of Credit

An irrevocable and renewable standby letter of credit in form, substance and amount satisfactory to PG&E and issued by a major financial institution acceptable to PG&E. PG&E's standard form of letter of credit shall be used for this purpose unless PG&E agrees to accept a substitute form. (T)
(N)
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(N)

3) Surety Bond (L)

Renewable surety bonds in a form acceptable to PG&E, issued by a major insurance company acceptable to PG&E. PG&E's standard form of surety bond shall be used for this purpose unless PG&E agrees to accept a substitute form. (N)
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(N)

4) Guarantee

Execution of PG&E's General Guarantee by creditworthy guarantor (Refer to B.3., above).

5) Other forms of security that PG&E may, at its sole discretion, find acceptable. (T)
(T) (L)

(D)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS
(Continued)

B. ESTABLISHMENT OF CREDIT (Cont'd.)

4. CREDIT STANDARDS UTILIZING SECURITY (Cont'd.)

b. AMOUNT OF SECURITY

Where applicable, the amount of security must be equal to at least sixty (60) days of a Customer's maximum potential financial exposure to PG&E for all products and services contracted by a Customer with PG&E, as estimated by PG&E. (T)
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(T)

The type and amount of security determined by PG&E must be provided to PG&E before a Customer may begin receiving service. (T)
(T)

(D)

All forms of security shall be retained as long as the GTSA, CTA Agreement, NBAA, or TPSP services are in effect, unless such security is otherwise reduced pursuant to Section B.4.c., below.

c. REDUCING CREDITWORTHINESS REQUIREMENTS

A Customer may be required to make prepayments and/or post other collateral, to reduce required security, subject to PG&E's acceptance thereof and pursuant to the exercise of reasonable decision-making; as follows: (T)
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(T)

1) PREPAYMENT FOR PRODUCTS AND SERVICES RENDERED (T)

Periodic prepayments on a mutually agreed-upon schedule will be based on the quantity and rate for products and services as specified in a Customer's GTSA and exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA and exhibits to the NBAA, and/or TPSP services and must be agreed upon between a Customer and PG&E prior to commencement of services. (T)
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(T)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS

(Continued)

B. ESTABLISHMENT OF CREDIT (Cont'd.)

4. CREDIT STANDARDS UTILIZING SECURITY (Cont'd.)

c. REDUCING CREDITWORTHINESS REQUIREMENTS (Cont'd.)

1) PREPAYMENT FOR PRODUCTS AND SERVICES RENDERED (T)
(Cont'd.)

Prepayments and actual charges will be reconciled at month-end billing time unless otherwise agreed. If payment of reconciled actual charges is not received by 4:00 P.M. on the due date, PG&E will notify a Customer of non-payment. If payment is not received by close of business on the next business day, PG&E may terminate a Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services. Any payment received after the due date will be considered past due and subject to the conditions described in Section C.3, below. (T)

2) OTHER COLLATERAL

Other collateral, if agreed to by PG&E at its sole discretion, may be used to reduce the amount of security required of a Customer. (T)

C. BILLING AND PAYMENT TERMS

1. BILLING

PG&E will provide a Customer with a bill including, but not limited to, transportation, storage, parking, lending, balancing charges or penalties and charges pursuant to gas Rule 14. (T)

2. PAYMENT TERMS

Any bill issued to a Customer by PG&E is due and payable on the transmittal date on the bill. The bill will be considered past due and a Customer in default if the bill is not paid in full within fifteen (15) calendar days after the transmittal date on the bill. (T)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS
(Continued)

C. BILLING AND PAYMENT TERMS (Cont'd.)

3. LATE PAYMENT FEE

Interest on any past due bill or portion of a past due bill shall accrue on a daily basis, beginning the day after any bill was due and payable and continuing until the day full payment of the past due bill or portion of a past due bill and all accrued interest thereon is received by PG&E. The applicable interest rate shall be equal to the interest rate on commercial paper (prime, three-month) for the previous months as reported in the Federal Reserve Statistical Release, G.13, or its successor publication. (T)
(T)

4. TERMINATION OF SERVICE (D)
(T)

a. If a bill issued to a Customer remains unpaid after fifteen (15) days, that Customer is in default and PG&E will issue a past due balance letter. If a bill issued to a Customer is still unpaid seven (7) days after the aforementioned past due balance letter is issued, PG&E may terminate that Customer's GTSA or exhibits of the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services without any further notice. A Customer shall remain responsible for all charges incurred, even if such charges may be identified after the termination becomes effective. (T)
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(T)

b. If a Customer (a) is closing its business, (b) has filed a petition for bankruptcy, or (c) has failed to meet credit criteria within the specified timeframe, then PG&E may immediately terminate that Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services and all of that Customer's rights to conduct business with PG&E thereunder shall thereby be terminated. (T)
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(T)

c. Upon termination of a Customer's GTSA, CTA Agreement, NBAA, and/or TPSP services: (T)

1) Notice of such termination will be sent to that Customer's last known address; (T)

2) All fees, charges and other obligations of that Customer to PG&E shall be immediately due and payable without further notice of demand, and in the event payment in full is not made immediately to PG&E, that Customer shall be subject to all applicable interest and other charges for late payments. (T)
(T)
(T)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS

(Continued)

C. BILLING AND PAYMENT TERMS (Cont'd.)

4. TERMINATION OF SERVICE (Cont'd.)

(T)

d. If at the time of termination of a Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services, or, if a Customer files a petition for bankruptcy, immediately on the date of such a filing, a Customer has an outstanding balance on a PG&E account, any deposit held on a Customer's account shall be treated as a pre-payment and shall be applied without further notice to any unpaid balance. If a Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services are terminated and collection efforts are required to recover unpaid account balances, a Customer will be liable for any costs, expenses and attorneys' fee incurred by PG&E as a result of such collection efforts. Payment by a Customer of all such costs, expenses and attorneys' fees will be a condition of future re-establishment of creditworthiness.

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(T)

(T)

e. If at the time of termination of a Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, NBAA or exhibits to the NBAA, and/or TPSP services, or, if a Customer files a petition for bankruptcy, immediately on the date of such filing, a Customer has an imbalance pursuant to gas schedule G-BAL, any gas that Customer has in a storage account shall, at PG&E's election, become the property of PG&E and shall be used by PG&E to offset that imbalance.

(N)

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(N)

(N)

5. COLLECTION

PG&E will pursue normal collection activity with Customers for nonpayment of PG&E charges.

6. BILLING DISPUTES

Billing disputes will be resolved in accordance with the terms and conditions in a Customer's service agreement(s) or applicable exhibit(s).

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(T)

(L)

(Continued)



RULE 25—GAS SERVICES-CUSTOMER
CREDITWORTHINESS AND PAYMENT TERMS
(Continued)

D. REESTABLISHMENT OF CREDIT

1. A Customer who previously has been a customer of PG&E and whose service agreements or applicable exhibits have been terminated, completely or in part, shall be required to reestablish credit in accordance with Sections A and B, above.

(T)
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(T)

2. In the event PG&E becomes aware of a material change in a Customer's financial position, or if a Customer pays bills after they are due, that Customer may be required to reestablish credit, or may have its credit line reduced or may be subject to establishing secured credit in accordance with Sections A and B, above.

(T)
(T)

(L)



TABLE OF CONTENTS
(Continued)
RULES

RULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
1	Definitions	18195 to 18207,19429-G
2	Description of Service	13299 to 13302,14903,17521-G
3	Application for Service	13842,21118-G
4	Contracts.....	17051-G
5	Special Information Required on Forms	17641,13348,13349-G
6	Establishment and Reestablishment of Credit	18871,18872,18873-G
7	Deposits	18212,18213-G
8	Notices	17579,17580,15726,17581,15728-G
9	Rendering and Payment of Bills.....	19353,18712,13357,17393,17780,17781-G
10	Disputed Bills	18214 to 18216-G
11	Discontinuance and Restoration of Service	18217 to 18228,19710-G
12	Rates and Optional Rates	18229,18996,18997,20020-G
13	Temporary Service.....	18799,18800-G
14	Capacity Allocation and Constraint of Natural Gas Service	18231 to 18239, 20064,20065,20458,20067,20068,20069,20459,20428,18244,20429,20460,19122-G
15	Gas Main Extensions	18801,18802,18803, 19888,20350,20351,20352,18808,19489,19490,20353,20354,18812,18813,18814-G
16	Gas Service Extensions	18815,18816,17728,17161,18817 to 18825,17737,18826,18827-G
17	Meter Tests and Adjustment of Bills for Meter Error	14450 to 14456-G
17.1	Adjustment of Bills for Billing Error.....	14457,14458-G
17.2	Adjustment of Bills for Unauthorized Use.....	14459 to 14461-G
18	Supply to Separate Premises and Submetering of Gas.....	13399,17796,13401-G
19	Medical Baseline Quantities.....	21119,21120,21121-G
19.1	California Alternate Rates for Energy for Individual Customers and Submetered Tenants of Master-Metered Customers.....	19370,21057,19372,19373-G
19.2	California Alternate Rates for Energy for Nonprofit Group-Living Facilities	17132,21058,17035,17134,17037-G
19.3	California Alternate Rates for Energy for Qualified Agricultural Employee Housing Facilities	17305,21059,17307,17308-G
21	Transportation of Natural Gas	18907,20875,20876,20646,19089,18912 to 18918,18256 to 18258-G
21.1	Use of PG&E's Firm Interstate Rights	20461,18260,18261-G
21.2	Customer Assignment of Interstate Capacity Rights.....	20070,20071-G
23	Gas Aggregation Service for Core Transport Customers	20072,18263 to 18267,20073,18269 to 18272-G
25	Gas Services-Customer Creditworthiness and Payment Terms	21409 to 21418-G
26	Standards of Conduct and Procedures Related to Transactions with Intracompany Departments, Reports of Negotiated Transactions, and Complaint Procedures	18284,18285,18633,20462

(T)

(Continued)



TABLE OF CONTENTS

	<u>CAL P.U.C. SHEET NO.</u>	
Title Page	11271-G	
Table of Contents:		
Rate Schedules	21420,21349-G	(T)
Preliminary Statements	21348-G	
Rules	21419-G	(T)
Maps, Contracts and Deviations.....	20922-G	
Sample Forms	21125,21135,21088,20924,21016-G	

RATE SCHEDULES

RESIDENTIAL

<u>SCHEDULE</u>	<u>TITLE OF SHEET</u>	<u>CAL P.U.C. SHEET NO.</u>
G-1	Residential Service	21334,18597-G
GM	Master-Metered Multifamily Service	21335,21028,18599-G
GS	Multifamily Service	21336,21030,18601-G
GT	Mobilehome Park Service	21337,21032-G
G-10	Service to Company Employees	11318-G
GL-1	Residential CARE Program Service.....	21338,18603-G
GML	Master-Metered Multifamily CARE Program Service	21339,21035,18605-G
GSL	Multifamily CARE Program Service.....	21340,21037,18607-G
GTL	Mobilehome Park CARE Program Service.....	21341,21342,18608-G
G-MHPS	Master-Metered Mobilehome Park Safety Surcharge	19986-G

NONRESIDENTIAL

G-NR1	Gas Service to Small Commercial Customers	21343,18980-G
G-NR2	Gas Service to Large Commercial Customers.....	21344,18981-G
G-CP	Gas Procurement Service to Core End-Use Customers	21345-G
G-NT	Gas Transportation Service to Noncore End-Use Customers	20855,20856,18361,20450-G
G-COG	Gas Transportation Service to Cogeneration Facilities.....	20957,20857,18114,18985-G
G-EG	Gas Transportation Service to Electric Generation	20858,19423-G
G-30	Public Outdoor Lighting Service.....	20859,17050-G
G-WSL	Gas Transportation Service to Wholesale/Resale Customers.....	20860,20861,20862-G
G-BAL	Gas Balancing Service for Intrastate Transportation Customers	20687,20033 to 20045-G

(Continued)