

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 8, 2012

Advice Letter 3244-G

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

Subject: Revisions to Gas Rule 23 – *Gas Aggregation Service for Core Transport Customers in Compliance with D.11-04-031*

Dear Mr. Cherry:

Advice Letter 3244-G is effective February 16, 2012 per Resolution G-3465.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



Brian K. Cherry
Vice President
Regulation and Rates

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.6520

October 6, 2011

Advice 3244-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Revisions to Gas Rule 23 – GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS In Compliance With Decision 11-04-031

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its Gas Rule 23 -- *Gas Aggregation Service For Core Transport Customers*. The affected tariff sheets are listed on the enclosed Attachment 1.

Purpose

The purpose of this advice letter is to propose revisions to Gas Rule 23 to incorporate new consumer protection provisions for PG&E's core gas customers in compliance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 11-04-031.

Background

On August 20, 2010, PG&E and 24 other settling parties submitted a Joint Motion of Settlement Parties for Approval of the "Gas Accord V" Settlement Agreement. On April 14, 2011, the Commission issued D. 11-04-031 which approved the Gas Accord V (GAV) Settlement Agreement without modification.

In compliance with the Core Transport Agent (CTA) Settlement Agreement which was incorporated into the GAV Settlement by reference and approved by D.11-04-031, PG&E proposes to implement new consumer protection rules for core gas customers. As explained in the Joint Motion of Settlement Parties for Approval of "Gas Accord V" Settlement, a feature of the CTA settlement was that "the CTAs have agreed to work with PG&E to develop new consumer protection rules governing the CTAs that will be added to the Core Gas Aggregation Service Agreement and all applicable PG&E tariffs." The proposed revisions to Gas Rule 23 (see Attachment 1) reflect the principles outlined in Section B (bolded text) of the CTA Settlement Agreement, as detailed below along with PG&E's comments on each one:

New Consumer¹ Protection Rules

- 1) New rules will be developed in collaboration with the CTAs and the CPUC, but the CPUC's level of participation will be at its own discretion.**

PG&E held four in-person/conference call meetings with representatives of the CTAs in March, April and May 2011, and a final conference call meeting in June 2011. The CPUC was also invited to attend the first meeting in March, but did not participate. These meetings allowed each CTA the opportunity to speak openly about the new Customer Protection Rules and changes to Gas Rule 23. Each subsequent draft was sent out prior to the meetings and included modifications from both PG&E and the CTAs.

- 2) PG&E proposes to implement the new consumer protection rules, developed in collaboration with the CTAs and the CPUC, based on the following guiding principles, by no later than April 1, 2011:**

- a. **The new rules will be added to the Core Gas Aggregation Service Agreement and all applicable PG&E tariffs;**

The new rules are added to the proposed Gas Rule 23 – *Gas Aggregation Service for Core Transport Customers* (Attachment 1). The Core Gas Aggregation Service Agreement states that the CTA agrees to abide by PG&E's tariffs, including Gas Rule 23.

- b. **The new rules will be submitted to the CPUC for approval through the Advice Filing process;**

The CTAs have been made aware that the Advice Filing has been submitted and provided with a copy of the proposed changes to Gas Rule 23 (Attachment 1).

- c. **CTAs agree not to oppose PG&E's advice filling of the consumer protection rules agreed upon in the collaborative effort;**

While efforts were made to achieve a complete consensus among all parties, there are a few sections that may lack full support.

1. Section E.3.d outlines the parameters for penalties due to non-compliance with the Customer Protection Rules.

If a CTA exceeds the limits of verified Non-Compliance Events described in Table 1 of Section E.3.d, PG&E may immediately

¹ The CTA Settlement Agreement reads "New Consumer Protection Rules." Consumer was replaced with Customer at the request of the CTAs at the first meeting on March 14, 2011; PG&E did not object.

suspend the CTA's ability to enroll any new customer accounts, of the type – residential, commercial, or both - involved with the complaints for the following three (3) calendar months. A CTA, for the purpose of event tracking and suspension, includes any subsidiaries, or recent mergers or acquisitions.

It is necessary to include “subsidiaries, or recent mergers or acquisitions” in the tariff language, as there is currently no tariff language which precludes a CTA from operating under two different names. The ability to operate as two entities could potentially allow a CTA to increase their penalty limit and substantially reduce the efficacy of the Customer Protection Rules.

2. PG&E has included a provision that will make the new customer protection rules incorporated into Gas Rule 23 effective 45 days after the Commission's approval as opposed to a longer 60 or 90 day period suggested by one party. Given that this process began in March 2011, and reflects protections which are part of the CTA settlement in the GAV, PG&E believes 45 days provides more than adequate time for the CTAs to modify their business practices to comply with the new requirements.

- d. **CTAs will provide PG&E with a proof of a customer's authorized enrollment, within a specified timeframe, in response to customer complaints of unauthorized enrollments;**

The request for proof of a customer's authorized enrollment and timeline are included in the proposed Gas Rule 23, E.1.e-f.

PG&E provides the CTA with three business days to provide an electronic or facsimile copy of the customer's signed authorization for CTA service, Core Gas Aggregation Service Agreement Exhibit A (PG&E Form No. 79-845A) or similar customer correspondence or evidence (e.g. email or electronic confirmation file); or the audio recording of the independent third-party verification (TPV) of the customer's enrollment.

- e. **The new rules will give CTAs the first opportunity to resolve a customer's complaint within a specified timeframe;**

CTAs are given the first opportunity to resolve a customer complaint within three days and an optional three day extension, if requested. This language can be found in Gas Rule 23 E.1.c.

- f. **The new rules will include monetary penalties assessed to CTAs if: 1) CTAs do not resolve complaints related to improper**

enrollments or provide proof of a customer's authorized enrollment within a specified timeframe; or 2) CTAs engage in fraudulent, deceptive, or abusive marketing activities;

It was agreed upon, during a collaborative meeting, that the new rules would not include direct monetary penalties. Parties determined it was more effective to enforce compliance with the new requirements by suspending the customer enrollment process for non-compliant CTAs and potentially terminating them from the program as provided in principle "g," below.

- g. **The new rules will allow PG&E to suspend CTAs from enrolling new customers for a specified timeframe, and allow PG&E to terminate a CTA's Core Gas Aggregation Service Agreement under specified conditions as agreed upon in the collaborative effort.**

A CTA will be suspended from enrolling new customers for three months if they exceed the verified complaint limits set for rolling periods of 30, 60, 90 and 180 days. Details are in Table 1 in Section E.3.d of Gas Rule 23.

If, during a 180 day period, a CTA has incurred two such suspensions, PG&E is given the discretion to terminate a CTA's Core Gas Aggregation Service Agreement. Termination language is covered in Section E.3.i of the Core Gas Aggregation Service Agreement.

Tariff Revisions

- 1) PG&E proposes the following tariff revisions to Gas Rule 23 -- *Gas Aggregation Service For Core Transport Customers*:
- a) Added Section D, *Consumer Protection*, covering the customer enrollment process.
 - b) Added Section E, *Termination of Service*, which describes the customer complaint resolution process, key elements of third-party verification, customer dispute resolution process and the potential penalty for repeated instances of non-compliance with the customer protections provisions of Gas Rule 23.

The CTAs have requested time to conform their business practices once the Commission has approved these revisions. PG&E is proposing to insert the effective "start date" for counting non-compliance events into Gas Rule 23.E.3.e. which will be 45 days from the date of Commission approval.

This filing will not affect any other rates or charges, cause the withdrawal of service, or conflict with any other rate schedule or rule.

Protests

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 **October 26, 2011** which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jjn@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, Regulations and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-6520
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice filing become effective on regular notice, **November 7, 2011**. This advice letter is submitted with a Tier 2 designation.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and Service List A.09-09-013 (Application of Pacific Gas and Electric Company Proposing

Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2011-2014). Address changes to the General Order 96-B service list and all electronic approvals should be directed to email PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Brian Cherry" followed by a stylized flourish or initials.

Vice President - Regulation and Rates

cc: Service List A.09-09-013

Attachments

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 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Greg Backens

Phone #: (415) 973-4390

E-mail: gab4@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3244-G**

Tier: 2

Subject of AL: **Revisions to Gas Rule 23 - GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS - In Compliance With Decision 11-04-031**

Keywords (choose from CPUC listing): Core, Compliance

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **D.11-04-031**

Does AL replace a withdrawn or rejected AL? No. If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? No.

If so, what information is the utility seeking confidential treatment for: N/A

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? Yes No

Requested effective date: **November 7, 2011**

No. of tariff sheets: 12

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

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

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

Tariff schedules affected: Gas Rule 23 - Gas Aggregation Service for Core Transport Customers

Service affected and changes proposed: Add customer protection language.

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulation and Rates

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	
29248-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 20	
29249-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 21	
29250-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 22	
29251-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 23	
29252-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 24	
29253-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 25	
29254-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 26	
29255-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 27	
29256-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 28	

**ATTACHMENT 1
Advice 3244-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
29257-G	GAS TABLE OF CONTENTS Sheet 1	29190-G
29258-G	GAS TABLE OF CONTENTS Sheet 6	29070-G



GAS RULE NO. 23 Sheet 20
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

D. CUSTOMER PROTECTION

(N)

1. ENROLLMENT OF CUSTOMERS

- a. The CTA or its authorized agent(s) shall comply with the Customer Sign-Up Process and obtain the Customer's Authorization in accordance with the provisions of Schedule G-CT – Core Gas Aggregation Service.
- b. The CTA, or its authorized agent(s), shall not make, with dishonest, fraudulent, or deceitful intent, material verbal or written misrepresentations in the course of soliciting or serving core gas aggregation customers.
- c. The CTA or its authorized agent(s) shall not with dishonest, fraudulent, or deceitful intent act to substantially benefit the CTA or its employees, agents, or representatives, or to disadvantage customers.

E. TERMINATION OF SERVICE

1. NONCOMPLIANCE WITH CUSTOMER PROTECTION

In accordance with the provisions of this Section E, PG&E may terminate the CTA Service Agreement for the CTA's failure to comply with Section D above.

- a. Customers may submit a complaint to PG&E if they believe the CTA's actions were in violation of Section D, above.
- b. If PG&E receives a complaint from a customer, PG&E shall provide the CTA with an opportunity to investigate and resolve the complaint with the customer. PG&E shall provide the CTA with relevant information, including a description of the complaint and customer contact information, to investigate and resolve the complaint. If the complaint concerns an unauthorized enrollment, then PG&E shall also provide the CTA with the customer's relevant Service Account Number(s).
- c. Responses to a customer complaint are due back to PG&E and the customer within three (3) business days, starting with the day following PG&E's notification. If additional time is needed to resolve the complaint, the CTA must submit a written (email is acceptable) request to PG&E within the same three (3) business day period describing why additional time is needed. PG&E, at its discretion, may grant the CTA an extension of three (3) additional business days, resulting in a total of six (6) business days, to achieve resolution.

(N)

(Continued)



GAS RULE NO. 23 Sheet 21
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.) (N)

1. NONCOMPLIANCE WITH CUSTOMER PROTECTION (Cont'd.)

- d. The CTA's response to PG&E will explain the resolution, the date that the customer was informed of the resolution, and the means of communication with the customer.
- e. Regardless of the CTA's initial resolution of the customer complaint, PG&E may request written documentation of the customer's authorization for enrollment, marketing materials, the sales call or Third-Party Verification (TPV) for any complaint.
- f. If PG&E does not receive a response from the CTA indicating resolution by the specified deadline, or if PG&E, or the customer, finds a problem with the information provided, PG&E shall provide the CTA with an opportunity to provide supporting evidence, such as, marketing material (for a general complaint), or proof of authorized enrollment (in instances where the complaint is about an unauthorized enrollment).

1) Within three (3) business days of PG&E's request for supporting evidence (beginning with the first business day following the request), the CTA shall provide supporting evidence to PG&E or the customer, if requested. Acceptable forms of supporting evidence consist of the following:

- a) An electronic or facsimile copy of the customer's signed authorization for CTA service, Core Gas Aggregation Service Agreement Exhibit A (PG&E Form No. 79-845A) or similar customer correspondence or evidence (e.g. email or electronic confirmation file); or
- b) The audio recording of the independent third-party verification (TPV) of the customer's enrollment; or
- c) An electronic or facsimile copy of any marketing material related to the enrollment that was provided to the customer.

(Continued)



GAS RULE NO. 23 Sheet 22
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.) (N)

1. NONCOMPLIANCE WITH CUSTOMER PROTECTION (Cont'd.)

g. After reviewing the aforementioned TPV or signed Core Gas Aggregation Service Agreement Exhibit A (PG&E Form No. 79-845A), together with any other pertinent documentation or information, PG&E shall make a determination of whether or not the customer's enrollment authorization was properly obtained.

- 1) If the customer disagrees with PG&E's determination that the authorization for enrollment was properly obtained, PG&E shall request additional supporting documentation such as marketing materials, terms and conditions or the recording of the full sales call. The CTA will provide the requested information within two (2) business days. Upon completion of its final review, PG&E will notify the CTA of its decision and the reason for its decision.
- 2) If PG&E finds a problem with the CTA's response and the supporting documentation submitted (e.g. vague documentation or practices that may not follow the guidelines in Section D, above), PG&E at its discretion may request additional supporting documentation, such as marketing materials, terms and conditions or the recording of the full sales call. The CTA will provide the requested information within two (2) business days. Upon completion of its final review, PG&E will notify the CTA of its decision and the reason for its decision.
- 3) If PG&E finds that the enrollment authorization was improperly obtained, the CTA shall have an opportunity to contest PG&E's decision. The CTA shall have two (2) business days to contest PG&E's decision and PG&E will have one (1) business day after receiving the CTA's statement of contest to render a final decision.
- 4) If PG&E determines that the customer's enrollment authorization was not properly obtained, PG&E may count this instance as a non-compliance event (Non-Compliance Event) and shall request that the CTA immediately submit a service cancellation request to PG&E by electronic means for that customer and waive any early termination fee for the customer. The CTA shall take all corrective actions within one (1) business day of PG&E's request.

(N)

(Continued)



GAS RULE NO. 23 Sheet 23
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.) (N)

1. NONCOMPLIANCE WITH CUSTOMER PROTECTION (Cont'd.)

5) If PG&E finds that the written documentation or the sales call and TPV indicate that a CTA is in violation of Section D, that complaint may be used as a recordable instance of verifiable non-compliance and counted as a Non-Compliance Event.

If the customer complaint involves multiple Service Accounts and the CTA is found to be in violation of Section D, the complaint will be counted as a single Non-Compliance Event if the supporting documentation establishes that the complaint involving these Service Accounts was the result of a single event.

h. PG&E shall share any materials, including recordings, documents, TPVs, sales calls, written contracts, marketing or other materials, provided by the CTA with the customer, or the customer's authorized agent, provided that such agent is not another CTA, at their request. In order to receive information or act on a customer's behalf, the third-party agent must have written authorization from the customer. Such authorization must be submitted to PG&E in the form of a completed and current Authorization to Receive Customer Information or Act Upon a Customer's Behalf (PG&E Form 79-1095 (English) or Form 79-1096 (Spanish)).

All materials, including recordings, documents, TPVs, sales calls, written contracts, marketing or other materials, provided by the CTA to PG&E in accordance with the provisions of Section E will be managed by PG&E in a strictly confidential manner. PG&E may not disclose the materials provided by the CTA within or outside of PG&E except to the extent necessary to manage compliance with Section D, above. (N)

(Continued)



GAS RULE NO. 23 Sheet 24
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

(N)

2. THIRD PARTY VERIFICATION

A Third Party Verification (TPV) should not use the phrase “PG&E’s Customer Choice Program,” which is misleading to customers. Instead, the TPV should refer to “Core Gas Aggregation Service.”

TPV will verify, at a minimum, the following topics.

- a. The name and title of the person authorizing, or authorizing on the customer’s behalf, the customer’s enrollment with the CTA.
- b. The name of the CTA and the identity of the independent third-party verifier.
- c. A verbal request for, and the customer’s provision of, the customer’s Service Account Number. In the case of multiple accounts, the main site Service Account Number would suffice with the customer’s verbal confirmation of the number of Service Accounts to be enrolled.
- d. A verbal request for, and the customer’s provision of, the customer’s mailing address.
- e. A verbal request for, and the customer’s provision of, the customer’s service address.
- f. A verbal statement and the customer’s acknowledgement that the call is being recorded.
- g. A verbal question and the customer’s acknowledgement that the customer understands that the CTA is not affiliated with Pacific Gas & Electric Company, and that the customer wishes to enroll his PG&E gas account with the CTA to buy gas from the CTA, and that PG&E will continue to deliver the gas to the customer’s home or business.
- h. A verbal question and the customer’s acknowledgement that the customer is the customer of record or is authorized to switch to CTA by the customer of record.

(N)

(Continued)



GAS RULE NO. 23 Sheet 25
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- E. TERMINATION OF SERVICE (Cont'd) (N)
2. THIRD PARTY VERIFICATION (Cont'd)
- i. A verbal statement and the customer's acceptance of each of the principal terms and conditions for the service that will be provided, including, but not limited to:
- 1) The service(s) that will be provided.
 - 2) All material pricing provisions, such as, the price per therm.
 - 3) The length of the contract term.
 - 4) Effective date of contract.
 - 5) The contract termination date, **and** any fees for early termination by the customer.
 - 6) Any fees or costs to the customer not referenced above.
 - 7) If applicable, whether the CTA will perform a credit check and require a deposit, including the amount.
 - 8) Who will bill for the service(s).
 - 9) A verbal statement and the customer's acknowledgement that the CTA will, within three (3) business days, send the customer a written confirmation that details the terms and conditions of the verbal contract that were summarized in the telephone call.
 - 10) Customers are advised both verbally and in the written confirmation all of the following:
 - a) The customer is allowed a three (3) business day period from the confirmation notice postmark date to rescind the enrollment.
 - b) The customer should contact the CTA to rescind the enrollment.
 - c) The CTA's telephone number that the customer should use to rescind the enrollment. (N)

(Continued)



GAS RULE NO. 23 Sheet 26
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd)

(N)

2. THIRD PARTY VERIFICATION (Cont'd)

11) If customer enrollment is by telephone, following the telephonic enrollment, the CTA shall:

- a) Within three (3) business days, send the customer a written confirmation that details the specific terms and conditions agreed to by the customer during the telephonic enrollment. Such confirmation shall in no way alter the terms and conditions to which the customer agreed to in the telephonic enrollment.
- b) The CTA shall retain the audio recording of the sales call for one (1) year and the TPV of the customer's enrollment for two (2) years.

3. PENALTIES DUE TO NON-COMPLIANCE

a. Definition of an incident of verified non-compliance (Non-Compliance Event):

1) A documented customer complaint where the CTA is unable to provide supporting evidence that the complaint is invalid after following the steps outlined in Section E.1.

b. Non-Compliance Events will be counted in two (2) separate customer segments, commercial or residential, in accordance with gas Schedule G-CP, or its successor.

c. It is recognized that multiple customer complaints related to unauthorized enrollment may result from a single sales person employed by a CTA or its authorized agent(s) that may cause the CTA to be non-compliant with Section E.1. If written, electronic, or audio documentation show that multiple complaints were related to a single common individual representative of the CTA, such multiple complaints will be treated as a single Non-Compliance Event for purposes of Section E.3, if the CTA cooperates with PG&E to resolve, within a reasonable time frame, the non-compliant activities of that representative.

(N)

(Continued)



GAS RULE NO. 23 Sheet 27
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd)

(N)

3. PENALTIES DUE TO NON-COMPLIANCE (Cont'd)

- d. If a CTA triggers the limits of verified Non-Compliance Events described in Table 1, below, PG&E may immediately suspend the CTA's ability to enroll any new customer accounts, of the type – residential, commercial, or both - involved with the complaints for the following three (3) calendar months. A CTA, for the purpose of event tracking and suspension, includes any subsidiaries, or recent mergers or acquisitions.

Table 1: Rolling Time Periods and Non-Compliance Event Limits

Rolling Period (days)	Incident Limit - Verified Non-Compliance Events		
	Combined Commercial + Residential	Commercial	Residential
30	7	3	6
60	11	5	10
90	15	7	14
180	22	11	20

- e. PG&E will record the date when the customer, or its authorized agent, first contacts PG&E to report a complaint against a CTA. This date, the incident date, will be used when counting incidents of Non-Compliance Events. A Non-Compliance Event will not be counted if the enrollment or underlying activity that generated the complaint occurred prior to [**“Start Date” To Be Added** – start date will be 45 days from the date of Commission approval].
- f. PG&E will notify the CTA via email that an incident of verified non-compliance will be counted as a Non-Compliance Event towards their limit, as well as the incident date, after the incident has followed the process outlined in Section E.1.

(N)

(Continued)



GAS RULE NO. 23 Sheet 28
GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd)

(N)

3. PENALTIES DUE TO NON-COMPLIANCE (Cont'd)

- g. Within five (5) business days of PG&E's suspension notification, a CTA shall have the right to appeal the suspension through the CPUC's dispute resolution process. If the CPUC determines that the suspension action is justified, the suspension will be effective on the effective date of the CPUC's determination. If the CPUC does not respond, or chooses to remain uninvolved, the suspension will begin thirty (30) days from when the CPUC was notified.
- h. The first incident of non-compliance marks the first day to begin the count for the 30, 60, and 90 and 180-day rolling time periods listed in Table 1 in Section E.3.d. Following a CTA's suspension, the incident count is returned to zero (0) when a CTA's ability to enroll new customers is reinstated.
- i. In a one hundred and eighty (180) day period, if a CTA has incurred two (2) suspensions, as counted from the effective ending date of the first suspension to the first date of the second suspension, as described in Section E.3, PG&E shall have the sole discretion to terminate a CTA's Service Agreement with thirty (30) days' prior notice. Termination of the CTA's Service Agreement for non-compliance with Section D will follow the process outlined for termination due to non-payment in Section C.6, above. A terminated CTA may reestablish its ability to provide gas aggregation service under PG&E's tariffs with the prior approval of PG&E.

(N)



GAS TABLE OF CONTENTS

Sheet 1

TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page	29257-G	(T)
Rate Schedules	29191,29187-G	
Preliminary Statements.....	29188,29060-G	
Rules	29258-G	(T)
Maps, Contracts and Deviations.....	29055-G	
Sample Forms	27715,28995,27262,28662,28503-G	

(Continued)

Advice Letter No: 3244-G
 Decision No. 11-04-031

Issued by
Brian K. Cherry
 Vice President
 Regulation and Rates

Date Filed October 6, 2011
 Effective February 16, 2012
 Resolution No. _____



GAS TABLE OF CONTENTS

Sheet 6

RULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Rules		
Rule 01	Definitions.....	27880,26782,25123,18197,26823,26824,24120,18200,22924,18202,21978,18204-18205,21979,28651,28652-G
Rule 02	Description of Service.....	23062-23066,26825-G
Rule 03	Application for Service.....	27248,27249-G
Rule 04	Contracts.....	17051-G
Rule 05	Special Information Required on Forms.....	17641,13348-13349-G
Rule 06	Establishment and Reestablishment of Credit.....	22126-22127,28653-G
Rule 07	Deposits.....	28654,28655-G
Rule 08	Notices.....	21928,17580,21929,17581,15728-G
Rule 09	Rendering and Payment of Bills.....	24128-24129,27941,23518,29061,27345,27346,28562-G
Rule 10	Disputed Bills.....	18214-18216-G
Rule 11	Discontinuance and Restoration of Service.....	18217-18220,27251,23520,18223-18227,27252,24860,19710-G
Rule 12	Rates and Optional Rates.....	18229,27253,24132,21981-21982,24474-G
Rule 13	Temporary Service.....	22832-G
Rule 14	Capacity Allocation and Constraint of Natural Gas Service.....	18231-18235,28274,28275-28283,28923,28285-28292-G
Rule 15	Gas Main Extensions.....	21543,18802-18803,27503,20350-20352,26827,21544,21545,22376,22377-22379,26828,26829,18814-G
Rule 16	Gas Service Extensions.....	21546,18816,17728,17161,18817-18825,17737,18826,18827-G
Rule 17	Meter Tests and Adjustment of Bills for Meter Error.....	14450,28656,28764,28770,28771,28772,28773,28774-G
Rule 17.1	Adjustment of Bills for Billing Error.....	22936,28657,28658-G
Rule 17.2	Adjustment of Bills for Unauthorized Use.....	22937,14460,14461-G
Rule 18	Supply to Separate Premises and Submetering of Gas.....	22790,17796,13401-G
Rule 19	Medical Baseline Quantities.....	21119,21120,21121-G
Rule 19.1	California Alternate Rates for Energy for Individual Customers and Submetered Tenants of Master-Metered Customers.....	24135,28967,28209,28210-G
Rule 19.2	California Alternate Rates for Energy for Nonprofit Group-Living Facilities.....	24609,29067,17035,28212,27255-G
Rule 19.3	California Alternate Rates for Energy for Qualified Agricultural Employee Housing Facilities.....	24138,29068,28214,27256-G
Rule 21	Transportation of Natural Gas.....	27591,28812,28924,23786,23194,23195,21845,23196-23199,22086,22087,24444,24445,22735,22736,22737-G
Rule 21.1	Use of Pacific Gas and Electric Company's Firm Interstate Rights.....	20461,18260,18261-G
Rule 23	Gas Aggregation Service for Core Transport Customers.....	24476,18263,26664,18265,26665-26666,24825-24830,26667,24832-24833,24849,21750-21751,18272,29248-29256-G
Rule 25	Gas Services-Customer Creditworthiness and Payment Terms.....	28816-28828-G
Rule 26	Standards of Conduct and Procedures Related to Transactions with Intracompany Departments, Reports of Negotiated Transactions, and Complaint Procedures.....	18284,18285,18633,20462-G

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(Continued)

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

AT&T	Dept of General Services	North Coast SolarResources
Alcantar & Kahl LLP	Douglass & Liddell	Occidental Energy Marketing, Inc.
Ameresco	Downey & Brand	OnGrid Solar
Anderson & Poole	Duke Energy	Praxair
Arizona Public Service Company	Economic Sciences Corporation	R. W. Beck & Associates
BART	Ellison Schneider & Harris LLP	RCS, Inc.
Barkovich & Yap, Inc.	Foster Farms	Recurrent Energy
Bartle Wells Associates	G. A. Krause & Assoc.	SCD Energy Solutions
Bloomberg	GLJ Publications	SCE
Bloomberg New Energy Finance	GenOn Energy, Inc.	SMUD
Boston Properties	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
Braun Blaising McLaughlin, P.C.	Green Power Institute	San Francisco Public Utilities Commission
Brookfield Renewable Power	Hanna & Morton	Seattle City Light
CA Bldg Industry Association	Hitachi	Sempra Utilities
CLECA Law Office	In House Energy	Sierra Pacific Power Company
CSC Energy Services	International Power Technology	Silicon Valley Power
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silo Energy LLC
California Energy Commission	Lawrence Berkeley National Lab	Southern California Edison Company
California League of Food Processors	Los Angeles Dept of Water & Power	Spark Energy, L.P.
California Public Utilities Commission	Luce, Forward, Hamilton & Scripps LLP	Sun Light & Power
Calpine	MAC Lighting Consulting	Sunshine Design
Casner, Steve	MBMC, Inc.	Sutherland, Asbill & Brennan
Chris, King	MRW & Associates	Tabors Caramanis & Associates
City of Palo Alto	Manatt Phelps Phillips	Tecogen, Inc.
City of Palo Alto Utilities	McKenzie & Associates	Tiger Natural Gas, Inc.
City of San Jose	Merced Irrigation District	TransCanada
Clean Energy Fuels	Modesto Irrigation District	Turlock Irrigation District
Coast Economic Consulting	Morgan Stanley	United Cogen
Commercial Energy	Morrison & Foerster	Utility Cost Management
Consumer Federation of California	NLine Energy, Inc.	Utility Specialists
Crossborder Energy	NRG West	Verizon
Davis Wright Tremaine LLP	NaturEner	Wellhead Electric Company
Day Carter Murphy	Navigant Consulting	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	Norris & Wong Associates	eMeter Corporation
Department of Water Resources	North America Power Partners	