

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



February 10, 2020

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Sent via email

**SUBJECT:** Approval of Pacific Gas and Electric Company Advice Letters 4170-G, 4170-G-A and 4170-G-B *Modifications to Gas Rate Schedules G-CFS and G-CT and related forms, and Proposal for Implementation of Gas Storage Inventory Monitoring Process and Quarterly Reporting to CPUC's Energy Division in Compliance with Ordering Paragraphs 21-26 of Decision 19-09-025*

Dear Mr. Jacobson,

This letter approves Pacific Gas and Electric Company (PG&E) Advice Letter (AL) 4170-G, Supplemental AL 4170-G-A and Supplemental AL 4170-G-B wherein the utility requests to modify certain gas tariff schedules and related items regarding its gas storage services authorized by Decision (D.) 19-09-025. The joint protest of The School Project for Utility Rate Reduction, Tiger Natural Gas, Inc., and United Energy Trading LLC is rejected based on the reasons below. PG&E AL 4170-G, Supplemental AL 4170-G-A and Supplemental AL 4170-G-B are effective November 22, 2019.

#### Background

The following summarizes recent changes to PG&E's storage services that are pertinent to AL 4170-G, Supplemental AL 4170-G-A and Supplemental AL 4170-G-B as well as the protest to AL 4170-G.

In D.16-06-056, the CPUC authorized the Self-Managed Storage program discontinuing PG&E's procurement and allocation of storage to Core Transport Agents (CTA)<sup>1</sup> pursuant to a seven-year transition period beginning April 2018. Implementation of the Self-Managed Storage program was through Resolution G-3537, which prohibited CTAs from using Alternate Resources<sup>2</sup> as a substitute for storage for at least the first two years of the transition period during which time an assessment of

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<sup>1</sup> CTAs offer to procure gas for core customers as an alternative to the local utility. The entities protesting PG&E AL 4170-G are CTAs.

<sup>2</sup> Alternate Resources include firm backbone pipeline capacity with a supply contract, PG&E firm storage and withdrawal capacity, alternate firm storage and withdrawal capacity, and California production supply (See Attachment I in PG&E AL 4190-G). Alternate Resources may be less costly than storage but could also impact system reliability (See PG&E June 27, 2019 Resolution G-3537 Compliance Report at p.12).

the program would be undertaken that would involve workshops. Additionally, Resolution G-3537 directed PG&E, after the assessment of the Self-Managed Storage program, to file an AL extending the program for the remainder of the transition period and to include a proposal allowing CTAs to use Alternate Resources.<sup>3</sup> Pursuant to the resolution, a workshop assessing the program was held by the Energy Division (ED) on December 3, 2019.

On December 11, 2019, following the required workshop and assessment of the Self-Managed Storage program, PG&E filed AL 4190-G seeking to continue the program and it included a proposal allowing CTAs to use Alternate Resources, as directed by Resolution G-3537.<sup>4</sup> PG&E AL 4190-G is part of the review of this matter because, as discussed below, it addresses the issues raised in the protest of AL 4170-G.

Another change to PG&E's storage services was adopted in D.19-09-025. The decision approved, in large part, PG&E's proposal to reconfigure its gas storage operations and assets, called the Natural Gas Storage Strategy (NGSS). A major feature of the NGSS was that the utility was authorized to reduce the capacity of its storage fields.<sup>5</sup> As a result, to meet their storage needs, CTAs and PG&E's Core Gas Supply (CGS) group were allowed to procure storage from Independent Storage Providers (ISP).<sup>6</sup> D.19-09-025 also prohibited CTAs from using Alternate Resources as a substitute for the storage that would be obtained from ISPs.<sup>7</sup> Furthermore, PG&E was ordered to develop a compliance mechanism designed to ensure CTAs hold enough gas in storage for reliability purposes as well as a method for reporting instances of non-compliances to ED. The utility was authorized to file the tariff changes to implement the new storage service and related items by a Tier 2 AL.<sup>8</sup>

On October 23, 2019, PG&E filed AL 4170-G intended to comply with the directives of D.19-09-025. The AL included proposed tariff revisions to establish the new NGSS related storage service as well as a compliance mechanism and a reporting process concerning the amount of gas CTAs hold in storage. In Supplemental AL 4170-G-A, filed December 18, 2019, PG&E modified the original AL concerning CTA gas storage levels and withdrawals as well as the CTA compliance reports. In Supplemental AL 4170-G-B, filed February 5, 2020, PG&E revised certain tariff pages to specify the sharing of storage related information to the appropriate parties, as directed in D.19-09-025.<sup>9</sup>

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<sup>3</sup> Resolution G-3537 Ordering Paragraph 5

<sup>4</sup> The disposition of PG&E AL 4190-G is being addressed in draft Resolution G-3567, mailed January 27, 2020. It approves PG&E AL 4190-G and is currently scheduled to be voted on at the Commission's February 27, 2020 business meeting.

<sup>5</sup> The remaining amount of PG&E owned storage capacity available for core service is referred to as Residual Core Storage (see PG&E AL 4170-G, Gas Schedule G-CT, sheet 4)

<sup>6</sup> ISPs are public utilities other than PG&E which specialize in offering gas storage services. The storage that CTAs will procure from ISPs pursuant to the NGSS is referred to as ISP Firm Storage Capacity (see PG&E AL 4170-G Form Attachment M).

<sup>7</sup> D.19-09-025 at p. 56 and at p. 80.

<sup>8</sup> D.19-09-025 Ordering Paragraph 26.

<sup>9</sup> D.19-09-025, Ordering Paragraph 23.

### Joint Protest

On November 12, 2019, the School Project for Utility Rate Reduction, Tiger Natural Gas, Inc. and United Energy Trading, LLC (collectively “Joint Parties”) submitted a joint protest to PG&E AL 4170-G. The Joint Parties argued that PG&E’s proposed tariff changes do not comply with the mandates for Alternate Resources as set forth in Resolution G-3537 regarding the Self-Managed Storage program. Specifically, they stated that PG&E ignored the required assessment of the program which the upcoming (at the time) workshop was to conduct. To remedy this situation, the Joint Parties recommended that the CPUC approve AL 4170-G under the proviso that using Alternate Resources for the Self-Managed Storage program would be governed by Resolution G-3537 requiring the utility to file an AL with a proposal for their use.

### PG&E Protest Reply

On November 19, 2019, PG&E issued its reply to the joint protest. The utility asserted that it did not ignore the requirements of Resolution G-3537 for the Self-Managed Storage program because AL 4170-G only addresses implementation of the new NGSS related storage requirements adopted in D.19-09-025. Furthermore, PG&E stated that AL 4170-G does not change the existing requirements ordered by Resolution G-3537 for the Self-Managed Storage program and that the utility intends to address those issues in the upcoming (at the time) ED workshop and through a separate AL filing.

### Discussion and Determination

ED’s review finds that PG&E’s assertion in its protest reply is correct and that AL 4170-G was not intended to meet the mandates of Resolution G-3537.<sup>10</sup> This is clear from an examination of AL 4170-G showing that it only implements that requirements resulting from the adoption of the NGSS, as modified, in D. 19-09-025. Specifically, as directed by the decision, AL 4170-G included tariff revisions that establish the new storage NGSS related services. It also contained a proposed compliance mechanism and reporting methodology designed to ensure that CTAs have enough gas in storage to meet demand, as directed. Supplemental ALs 4170-G-A and 4170-G-B, which were not protested, contains additional modifications concerning levels of gas in storage and withdrawal procedures for CTAs and CGS, changes to the CTA compliance report, and the sharing of storage related information. This review of the content of AL 4170-G and accompanying Supplemental ALs confirms that the tariff revisions and other proposals comply with the requirements of D.19-09-025.

Furthermore, as PG&E stated in its protest reply, the utility proceeded to file another AL to address the Resolution G-3537 requirements. This was AL 4190-G and it was submitted after the ED workshop on the Self-Managed program was held, as PG&E intended. The AL included a request to continue the Self-Managed Storage program and a proposal to allow the use of Alternate Resources by CTAs for the program, as directed by Resolution G-3537. These were the items that the Joint Parties claimed that PG&E was ignoring and, therefore, the recommendation that the CPUC provide further direction to PG&E to address this matter is unnecessary. As a result of the filing of AL 4190-G, the Joint Parties’ protest is moot.

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<sup>10</sup> As discussed above, these requirements are for PG&E to file an AL to extend the Self-Managed Storage program and to include a proposal for the use of Alternate Resources by CTAs for that program (see Resolution G-3537, OP 5)

Therefore, ED finds PG&E AL 4170-G, Supplemental AL 4170-G-A and Supplemental AL 4170-G-B are reasonable, and they are approved. Pursuant to General Order 96-B Rule 7.6.1, the joint protest of the School Project for Utility Rate Reduction, Tiger Natural Gas, Inc. and United Energy Trading, LLC is hereby rejected.

Sincerely,



FOR

Edward Randolph  
Deputy Executive Director for Energy and Climate Policy/  
Director, Energy Division

cc:

The School Project for Utility Rate Reduction  
Tiger Natural Gas, Inc  
United Energy Trading, LLC  
Leah E. Capritta  
180 California Street, Suite 5000  
Denver, CO 80202  
Email: [leah.capritta@hklaw.com](mailto:leah.capritta@hklaw.com)

October 23, 2019

**Advice 4170-G**

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

**Subject: Modifications to Gas Rate Schedules G-CFS and G-CT and related forms, and Proposal for Implementation of Gas Storage Inventory Monitoring Process and Quarterly Reporting to CPUC's Energy Division in Compliance with Ordering Paragraphs 21 – 26 of Decision 19-09-025**

**Purpose**

This advice letter complies with Ordering Paragraphs (OPs) 21 – 26 in Pacific Gas and Electric Company's (PG&E) 2019 Gas Transmission and Storage (GT&S) Rate Case Decision (D.) 19-09-025 (the Decision).

**Background**

On November 17, 2017, PG&E filed an application at the California Public Utilities Commission (CPUC or Commission) requesting that the Commission adopt its proposed GT&S revenue requirement, cost allocation, rate design, and other service features for 2019-2022. On September 23, 2019, the CPUC issued the Decision in this case which, among other things, ordered various changes to the Core Transport Agent (CTA) program. PG&E submits this Advice Letter in compliance with OPs 21 – 26 of the Decision.

OP 21 requires "Core Transport Agents to contract with either PG&E or an Independent Storage Provider to procure enough gas to meet the Reliability Standard."

OP 22 requires PG&E "to use the guidelines set forth in Advice Letter 3884-G to demonstrate that Core Transport Agents have procured the requisite capacities of firm storage to meet the Reliability Standard."

OP 23 requires PG&E to "modify Tariff G-CFS to (1) provide that PG&E will share with Core Transport Agents, California Public Advocates Office, and The Utility Reform Network the total core storage requirement, and (2) establish residual core storage

service.” OP 23 further directs PG&E to submit a Tier 2 Advice Letter with proposed tariff modifications to effect these changes.

OP 24 requires PG&E to monitor, and the Energy Division to oversee, the CTAs’ compliance with PG&E’s minimum storage inventory requirements. OP 24 directs PG&E to submit a Tier 2 Advice Letter “with its proposal to monitor the amount of gas storage inventory CTAs procure and the level to [sic] gas that the CTAs must hold in storage to support the Reliability Standard. PG&E must also identify the gas storage information that CTAs should provide to facilitate the monitoring process and a fee or other mechanism to incentivize CTAs to comply with the gas storage requirement.”

OP 25 requires PG&E to “submit a quarterly report to the Energy Division that lists the Core Transport Agents that are not complying with the core gas storage requirements.”

OP 26 adopts PG&E’s proposals “to modify Tariff G-CFS to revise the Core Firm Service capacities” and “to determine the effective date of the adopted modifications [to] Tariff G-CFS.” OP 26 further directs PG&E to submit a Tier 2 Advice Letter with proposed tariff modifications to effect these changes.

**I. The Seven-Year Transition Period Will Continue During Which PG&E-Allocated Storage (or Alternate Resources) is Phased Out and CTA Self-Managed Storage is Phased In, and a New Requirement Will be Implemented Calling for Procurement of Incremental ISP Firm Storage to Ensure the Requisite Capacities of Firm Storage to Meet the Reliability Standard.**

Pursuant to D. 19-09-025, the overall capacity of PG&E-owned and operated natural gas storage facilities will be reduced, effective April 1, 2020. In addition, the PG&E-owned storage capacity assigned to Core Storage Service will be reduced to the Residual PG&E Core Storage Service described in Schedule G-CFS. Accordingly, to meet the Reliability Standard adopted in D.19-09-025, PG&E Core Gas Supply (CGS) and CTAs (collectively Core Procurement Groups (CPGs)) must make up the storage shortfall by contracting for additional firm storage services with Independent Storage Providers (ISPs). Such firm storage service is over and above any storage service that CTAs may already be taking from ISPs under the Alternate Resource provisions of the PG&E-Allocated Storage program or the CTA Self-Managed Storage program.

CPGs shall meet these incremental firm storage requirements with firm storage capacity procured from a CPUC-certified ISP (or from PG&E if available). In total, the CTA Storage Requirement shall be fulfilled by a combination of the following: (1) PG&E-Allocated Storage that the CTA accepts, or Alternate Resources that the CTA procures in lieu of accepting PG&E-Allocated Storage; (2) Self-Managed Storage that the CTA procures from ISPs or from PG&E (if

available); and (3) ISP Firm Storage procured pursuant to the new requirements described in D.19-09-025 and herein.

D.16-06-056 in PG&E's 2015 GT&S Rate Case ordered the transition of the procurement of storage services from PG&E to the CTAs, to be carried out over a seven-year period (April 1, 2018 to March 31, 2025). Resolution G-3537 approved the first two years of this seven-year process, and D.19-09-025 expressly continues the process.<sup>1</sup> Accordingly, PG&E will continue this transition under the schedule ordered by the CPUC. However, beginning April 1, 2020, PG&E will apply the applicable reductions (10 percent in each of the first four years, 20 percent in each of the remaining three years) to the Residual PG&E Core Storage Service quantities.

**II. PG&E Will Implement a Gas Storage Inventory Monitoring Process for PG&E-Allocated Storage, CTA Self-Managed Storage, and the New ISP Firm Storage, and Will Implement Related Noncompliance Fees and Quarterly Reports to the CPUC's Energy Division.**

Effective April 1, 2020, PG&E proposes to monitor the amount of gas CGS and CTAs hold in storage to ensure sufficient inventories to support the Natural Gas Storage Strategy (NGSS) Reliability Standard. PG&E will require all CPGs to provide the applicable gas storage information on a monthly basis. This monitoring process will be applicable to the PG&E-Allocated Storage program, the CTA Self-Managed Storage program, and the new ISP Firm Storage requirements. As part of the implementation of the gas storage inventory monitoring process, PG&E proposes to leverage its existing processes for monitoring core gas storage inventory requirements. CTAs already provide the required gas storage information as part of the existing Attachment M process for Self-Managed Storage procured from an ISP.

To ensure compliance with the gas storage requirements and as ordered by the Commission in OP 24 of D. 19-09-025, PG&E also proposes to implement a new noncompliance fee applicable when a CTA or PG&E Core Gas Supply (all CPGs) does not meet its storage month-end minimum inventory targets. Modifications will be made to the Attachment M process to include gas inventory monitoring for the new ISP Firm Storage requirement.

PG&E proposes to base the new noncompliance fee on the gas price index mechanism already used in Gas Rate Schedule G-BAL (G-BAL). However, the new noncompliance fee will not include the commodity cost of gas, nor will the mechanism provide actual gas volumes to make up a customer's shortfall. Specifically, the new noncompliance fee will be based on the tiered rate Cashout

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<sup>1</sup> D.19-09-025, p. 57, "We decline to eliminate the seven-year phase-out requirement set forth in D.16-06-056."

Pricing<sup>2</sup> specified in G-BAL, and will be calculated cumulatively based on the tier shortfall storage inventory volume as shown in the table below:

Tier	G-BAL Pricing Index Mechanism		New Storage Inventory Noncompliance Fee Mechanism	
	G-BAL Commodity Cashout Pricing	G-BAL Tier 1 and Tier 2 Imbalances	Storage Inventory Noncompliance Fee	Tier Shortfall Volume Calculated based on Cumulative Storage Inventory Targets
Tier 1	125%*Weighted Under Delivery (WUD) Index	5%-10% of usage	25%*Weighted Under Delivery (WUD) Index	up to 10% of month-end minimum target
Tier 2	150%*Under Delivery (UD) Index	greater than 10% of usage	50%*Under Delivery (UD) Index	greater than 10% of month-end minimum target

CPGs that are subject to this noncompliance fee shall continue to be responsible to procure any gas commodity volumes to be injected into their PG&E Storage and/or ISP Firm Storage to meet month-end minimum inventory target levels. PG&E proposes to record any revenues resulting from the new noncompliance fees in the existing Balancing Charge Account (BCA)<sup>3</sup>.

To ensure similar treatment of PG&E Storage and ISP Firm Storage, PG&E proposes to eliminate the current practice of subjecting CTAs and PG&E Core Gas Supply to a negative supply transaction on their monthly Cumulative Imbalance Statement when a CTA or CGS fails to meet its month-end minimum inventory target for storage service procured from PG&E. Absent elimination of this practice, PG&E storage and ISP storage would not be on the same footing.

To implement the monitoring process that allows tracking currently up to 29 CPGs of gas storage inventory information, PG&E will require the specific gas storage information as referenced in the Proposed Quarterly Report template shown in Attachment 3. The gas storage information data fields are part of the CPGs' firm storage contracts. On a monthly basis for the entire storage year (April – March), CPGs shall be required to certify Alternate Storage Resources from ISPs as described in the proposed tariff revisions herein. PG&E will require the CTAs to provide their core gas storage inventory requirements data by completing the new proposed Attachment M (Form No. 79-845M), included with a copy of their redacted ISP contracts (including both Initial & Mid-Year Storage Adjustment) and the month-end gas storage balance report from the ISP. PG&E Core Gas Supply shall be required to provide the same gas storage information as in Attachment M on a monthly basis.

<sup>2</sup> Gas Schedule, G-BAL, Sheet 11,  
[https://www.pge.com/tariffs/assets/pdf/tariffbook/GAS\\_SCHEDS\\_G-BAL.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/GAS_SCHEDS_G-BAL.pdf)

<sup>3</sup> PG&E is implementing herein appropriate changes to Gas Preliminary Statement Part L— Balancing Charge Account.

PG&E will monitor core gas storage inventory requirements for both PG&E Storage and ISP Firm Storage. PG&E Gas Operations will aggregate any noncompliance instances for the quarterly report to be submitted under confidential cover to the Energy Division. PG&E proposes that any shortfalls of storage inventory must be met by the following month. The quarterly report will list “the nature of the noncompliance, and describes how compliance was achieved or if a CTA remains out of compliance.”<sup>4</sup> Also pursuant to (D.) 19-09-025, “if the Energy Division determines that a CTA has demonstrated a pattern of failing to meet their gas storage obligations, it may refer the CTA to the Consumer Protection and Enforcement Division (CPED) for appropriate enforcement action, including, but not limited to, the suspension and/or revocation of their CTA registration. CTAs will have the opportunity to respond to PG&E’s quarterly report and to any actions brought by CPED.”<sup>5</sup>

To allow sufficient time for month-end minimum inventory verifications and application of the noncompliance fee based on the existing tiered rate G-BAL cashout pricing timeline, PG&E requests the quarterly noncompliance reports to be due to Energy Division by the 15<sup>th</sup> of the month after the end of each quarter (or if the 15<sup>th</sup> is not a business day, the first business day after the 15<sup>th</sup>).<sup>6</sup> Therefore, PG&E proposes to provide the first quarterly report listing noncompliance instances for the period of April 2020-June 2020 (Quarter 2) to Energy Division by July 15, 2020. Thereafter subsequent quarterly reporting timelines: July-September period (Quarter 3) due October 15; October-December period (Quarter 4) due January 15; and January-March period (Quarter 1) due April 15.

### **Tariff Revisions**

PG&E submits the following proposed tariff revisions effective April 1, 2020, in compliance with D. 19-09-025.

1. *Gas Schedule G-CT, Core Gas Aggregation Service.*

- The revisions are consistent with the new adopted Residual PG&E Core Storage Capacity served by PG&E-owned storage facilities and

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<sup>4</sup> D. 19-09-025, p. 81.

<sup>5</sup> D. 19-09-025, p. 81.

<sup>6</sup> D. 19-09-025, p. 81: Footnote 190 “For reporting purposes, quarters correspond to the following months: Quarter 1 = January, February and March; Quarter 2 = April, May and June; Quarter 3 = July, August and September; Quarter 4 = October, November and December. Reports are to be submitted to the Energy Division no later than 5 business days after the end of a quarter to: [edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov), unless otherwise directed by the Commission.”

- implementation of the new Total Core Storage Requirement to meet the Reliability Standard adopted in D.19-09-025.<sup>7</sup>
- Residual PG&E Core Storage Capacity will continue to be allocated to CTAs through the Seven-Year Transition Period with PG&E-Allocated Storage and CTA Self-Managed Storage. In addition, all CPGs must make up the storage shortfall by contracting for additional firm storage services from ISP Firm Storage.
  - Specifies how CPGs will meet their month-end minimum inventory storage requirement and describe the storage inventory monitoring process.
  - Implements a new noncompliance fee mechanism that will apply when the level of gas that the CPGs must hold in storage to support the Reliability Standard is not met.
  - Implements a new quarterly gas storage inventory report to the Energy Division that will list any CPGs that are not complying with the core gas storage requirements.
  - Eliminates reference to Core Firm Storage Account (CFSA).
2. *Gas Schedule G-CFS, Core Firm Storage.*
- Implements the Residual PG&E Core Firm Storage capacities consistent with OP 23 and OP 26.
  - Eliminates provision of the current practice of subjecting CTAs and PG&E Core Gas Supply to a negative supply transaction on their monthly Cumulative Imbalance Statement when a CTA or CGS fails to meet its month-end minimum inventory target for storage service procured from PG&E.
3. *Form 79-845, Core Gas Aggregation Service Agreement.*
- Adds new ISP Firm Storage Capacity to *ATTACHMENT M - Certification of Alternate Storage Resources for Self-Managed Storage Capacity and ISP Firm Storage Capacity*, and *ATTACHMENT D -- Core Firm Storage Requirement*.
4. *Form 79-845D, Core Gas Aggregation Service Agreement -- ATTACHMENT D - Core Firm Storage Requirement.*

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<sup>7</sup> Consistent with provisions of the Memorandum of Understanding Regarding Natural Gas Storage Strategy dated October 13, 2017 as adopted in D.19-09-025, the "Total Core Storage Requirement [will] be shared with CTAs, TURN, and the Commission's Office of Ratepayer Advocates on a confidential basis." PG&E will share the Total Core Storage Requirement with CTAs that execute nondisclosure agreements.

- Specifies the CTA Storage Requirement that includes the new ISP Firm Storage, CTA Self-Managed Storage, and PG&E-Allocated Storage for CTA elections. Any remaining storage requirement capacity not elected from PG&E-Allocated Storage or CTA Self-Managed Storage must be procured from the new ISP Firm Storage.
5. *Form 79-845M, Core Gas Aggregation Service Agreement -- ATTACHMENT M - Certification of Alternate Storage Resources for Self-Managed Storage Capacity and ISP Firm Storage Capacity.*
- Makes revisions consistent with the changes outlined for Gas Schedules G-CT and G-CFS, that includes the new ISP Firm Storage requirement. Also specifies the required gas storage information that the CPGs shall provide to PG&E to support the monthly compliance monitoring process and a new noncompliance quarterly report to the Energy Division.
6. *Gas Preliminary Statement Part L – Balancing Charge Account*
- Adds a credit entry for noncompliance charge revenues resulting from any CPGs that do not meet minimum inventory storage requirements.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 12, 2019, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@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 shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B13U  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-3582  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

### **Effective Date**

Pursuant to General Order (GO) 96-B, Rule 5.2, and OPs 21 – 26 of D. 19-09-025, this advice letter is submitted with a Tier 2 designation. PG&E requests that this Tier 2 advice submittal become effective on regular notice, November 22, 2019 which is 30 calendar days after the date of submittal.

### **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 the parties on the service list for A.17-11-009. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

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Erik Jacobson  
Director, Regulatory Relations

**Attachments:**

Attachment 1: Tariffs

Attachment 2: Redline Tariffs

Attachment 3: Proposed Quarterly Report Template

cc: Service List A.17-11-009



# ADVICE LETTER SUMMARY

## ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39M)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4170-G

Tier Designation: 2

Subject of AL: Modifications to Gas Rate Schedules G-CFS and G-CT, and its related forms, and Proposal for Implementation of Gas Storage Inventory Monitoring Process and Quarterly Reporting to CPUC's Energy Division in Compliance with Ordering Paragraphs 21 – 26 of Decision 19-09-025

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D. 19-09-025

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

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 11/22/19

No. of tariff sheets: 26

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: see attachment 1

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

Pending advice letters that revise the same tariff sheets: N/A

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

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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name: Erik Jacobson, c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility Name: Pacific Gas and Electric Company  
Address: 77 Beale Street, Mail Code B13U  
City: San Francisco, CA 94177  
State: California Zip: 94177  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx: (415)973-3582  
Email: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

Name:  
Title:  
Utility Name:  
Address:  
City:  
State: District of Columbia Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
35396-G	Gas Sample Form No. 79-845 Core Gas Aggregation Service Agreement Sheet 1	33705-G
35397-G	Gas Sample Form No. 79-845D Core Gas Aggregation Service Agreement ATTACHMENT D - Core Firm Storage Requirement Sheet 1	33706-G
35398-G	Gas Sample Form No. 79-845M Core Gas Aggregation Service Agreement ATTACHMENT M - Certification of Alternate Storage Resources for Self-Managed Storage Capacity Sheet 1	33708-G
35399-G	GAS PRELIMINARY STATEMENT PART L BALANCING CHARGE ACCOUNT Sheet 2	33486-G
35400-G	GAS SCHEDULE G-CFS CORE FIRM STORAGE Sheet 1	35297-G
35401-G	GAS SCHEDULE G-CFS CORE FIRM STORAGE Sheet 2	33710-G
35402-G	GAS SCHEDULE G-CFS CORE FIRM STORAGE Sheet 3	33711-G
35403-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 4	34645-G
35404-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 5	
35405-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 6	34646-G
35406-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 7	
35407-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 8	34647-G
35408-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 9	34648-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
35409-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 10	34649-G
35410-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 11	
35411-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 12	34650-G
35412-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 13	
35413-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 14	34651-G
35414-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 15	34652-G
35415-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 16	34653-G
35416-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 17	34654-G, 33722-G
35417-G	GAS TABLE OF CONTENTS Sheet 1	35310-G
35418-G	GAS TABLE OF CONTENTS Sheet 2	35319-G
35419-G	GAS TABLE OF CONTENTS Sheet 3	35312-G
35420-G	GAS TABLE OF CONTENTS Sheet 4	35313-G
35421-G	GAS TABLE OF CONTENTS Sheet 11	34641-G



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

Sheet 1

**Please Refer to Attached  
Sample Form**



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

Sheet 1

**Please Refer to Attached  
Sample Form**

# CORE GAS AGGREGATION SERVICE AGREEMENT

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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, which allocation shall be set forth in Attachment D of this CTA Agreement. Executed Attachment D will record the amounts accepted, rejected, and allocated to the CTA for the PG&E-Allocated Storage, Self-Managed Storage procured by the CTA from either an Independent Storage Provider (ISP) or PG&E Storage, and Independent Storage Provider (ISP) Firm Storage. Amounts of core firm storage capacity held by the CTA (PG&E-Allocated Storage, including Self-Managed Storage and ISP Firm Storage) will be used according to Schedule G-CT and Schedule G-CFS and will be paid for by the CTA.
- (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 CTA. CTA will promptly submit changes in this Attachment to PG&E.

# CORE GAS AGGREGATION SERVICE AGREEMENT

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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.
- (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 Alternate Storage Resources for CTA Self-Managed Storage Capacity and ISP Firm Storage Capacity In accordance with Schedule G-CT, Alternate Storage Resources are required to the extent that the CTA elects all or part of the Self-Managed Storage capacity to be procured from an Independent Storage Provider (ISP) during the Initial Storage Allocation or a Mid-Year 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.

# CORE GAS AGGREGATION SERVICE AGREEMENT

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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 storage capacity rejected from an Initial Storage Allocation and/or Mid-Year Storage Allocation Adjustment, CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, for each month of the Winter Season (November-March). CTA agrees to provide timely monthly certifications of its Alternate Resources, as set forth in Attachment I to this Agreement.

For any and all storage capacity elected by the CTA for Self-Managed Storage and/or ISP Firm Storage to be procured from an ISP during the Initial Storage Allocation, CTA agrees to obtain Alternate 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 Alternate Storage Resources, as set forth in Attachment M to this Agreement.

For any and all rejected PG&E-Allocated Storage allocations, CTA Self-Managed Storage procured from an ISP and/or ISP Firm Storage, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's rejection thereof and 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 Alternate Storage Resources (Attachment M) which turn out to be inaccurate; (ii) any failure of the CTA's Alternate Resources or Alternate Storage Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected or the elected Self-Managed Storage by the CTA; 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.

# CORE GAS AGGREGATION SERVICE AGREEMENT

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## **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.

# CORE GAS AGGREGATION SERVICE 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.



# CORE GAS AGGREGATION SERVICE AGREEMENT

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**Core Transport Agent:**

	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
_____	_____
<i>CTA Name</i>	
_____	_____
<i>Authorized Representative (Print)</i>	<i>Authorized by (Print)</i>
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

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](http://www.pge.com/tariffs)



**Gas Sample Form No. 79-845D**  
Core Gas Aggregation Service Agreement  
ATTACHMENT D - Core Firm Storage Requirement

Sheet 1

**Please Refer to Attached  
Sample Form**



# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

Core Transport Agent \_\_\_\_\_ Group No \_\_\_\_\_

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement), executed and initialed by the Core Transport Agent (CTA), is made subject to its terms and provisions and is a legally binding contract.

This Attachment specifies the core firm storage capacity to be utilized and paid for by CTA pursuant to rate Schedules G-CT and G-CFS. A CTA shall satisfy its CTA Storage Requirement through a combination of PG&E-Allocated Core Firm Storage during the 7-Year Transition Period (discussed in G-CT), CTA Self-Managed Storage procured from an Independent Storage Provider (ISP) or PG&E (to the extent available), and ISP Firm Storage. The amount of storage capacity is based upon an Initial Storage Requirement consisting of a ISP Firm Storage plus PG&E-Allocated Storage (accepted or rejected) and Self-Managed Storage (procured from PG&E, to the extent available, or ISPs), and if applicable, a Mid-Year Storage Adjustment, in accordance with Schedule G-CT. This Attachment also specifies the amount of Alternate Resources required of CTA due to rejection of PG&E-Allocated Storage, and the amount of Alternate Storage Resources required of CTA to the extent CTA procures Self-Managed Storage from an ISP and ISP Firm Storage. For each adjustment or change in the amounts of storage under Schedule G-CT, a superseding Attachment D shall be executed and be in effect. Failure to complete and return this form will result in acceptance of the full amount of PG&E-Allocated Storage offered and no election of Self-Managed Storage from PG&E.

### TERM

This Attachment D is effective from the first day of \_\_\_\_\_ (Month, Year) until the earlier of the last day of March \_\_\_\_\_ (Year) or the date a new Attachment D is effective.

### CURRENT STORAGE REQUIREMENT CALCULATION

- On this date, \_\_\_\_\_ (Date), the forecasted Winter Season throughput for the Core Transport Group, as of \_\_\_\_\_ (Date), is estimated to be \_\_\_\_\_ decatherms.
- PG&E's adopted total core Winter Season throughput is \_\_\_\_\_ decatherms.
- The Allocation Factor (AF) for the Group is the ratio of the above two numbers: \_\_\_\_\_

CTA's Percentage of Total CTA Winter Load (%):	_____	ACQ <sup>1</sup> (Dth <sup>2</sup> ):	_____
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All CTAs' Percentage of Total Core Winter Load (%):	_____	Number of Accounts:	_____
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<sup>1</sup> ACQ=Annual Contract Quantity

<sup>2</sup> Dth=Decatherm

# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

**ALLOCATION AND ACCEPTANCE CTA Storage Requirement (PG&E Use Only)**

Row	Initial Allocation Factor (AF)	CTA's Storage Requirement (Dth) (A)=(B+C)	ISP Firm Storage	Residual PG&E Core Firm Storage	PG&E-Allocated Storage		Self-Managed Storage	
			(B)	(C)	%	Dth	%	Dth
1								

**For PG&E-Allocated Storage, CTA's elections:** Columns C and E are the CTA's % elections in 10% increments; columns C and E must sum to 100%. Columns D and F are the CTA's corresponding Dth elections; columns D and F must sum to column B.

Row	Term	PG&E-Allocated Storage Inventory Offered (Dth)		Accepted by CTA		Rejected by CTA	
		% (A)	Dth (B)	% (C)	Dth (D)=(B*C)	% (E)	Dth (F)=(B*E)
2	Initial Storage Allocation						

**For Self-Managed Storage, CTA's elections:** Columns C and E are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C and E must sum to column A. Columns D and F are the CTA's corresponding Dth elections, columns D and F must sum to column B.

Row	Term	Self-Managed Storage		Procured from PG&E (Requested Amount) <sup>3</sup>		Procured from ISP	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)
3	Initial Storage						

<sup>3</sup> In the case that total Self-Managed Storage requested amounts exceed the available PG&E storage capacity; PG&E will prorate all Self-Managed Storage requests.

# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

**Acknowledgment, Calculations, and Mid-Year Allocation (PG&E Use Only)**

**If applicable, the following section will be completed at Mid-Year Storage Adjustment.**

Row	Mid-Year Allocation Factor	CTA's Storage Requirement (Dth) (A)=(B+C)	ISP Firm Storage - Difference from Initial Allocation	PG&E Core Firm Storage - Difference from Initial Allocation	PG&E-Allocated Storage		Self-Managed Storage	
			(B)	(C)	%	Dth	%	Dth
4								

**Mid-Year Acceptance and Rejection (CTA Use where applicable)**

**For PG&E-Allocated Storage, CTA's elections:** Columns C and E are the CTA's % elections in 10% increments; columns C and E must sum to 100%. Columns D and F are the CTA's corresponding Dth elections; columns D and F must sum to column B.

Row	Term	PG&E-Allocated Storage Inventory Offered (Dth) <sup>4</sup>		Accepted by CTA <sup>5</sup>		Rejected by CTA <sup>5</sup>	
		% (A)	Dth (B)	% (C)	Dth (D)=(B*C)	% (E)	Dth (F)=(B*E)
5	Mid-Year Storage Adjustment						

**For Self-Managed Storage, CTA's elections:** Columns C and E are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C and E must sum to column A. Columns D and F are the CTA's corresponding Dth elections, columns D and F must sum to column B. If the amount in column B is negative, CTA Self-Managed Storage will not change.

Row	Term	Self-Managed Storage		Procured from PG&E (Requested Amount) <sup>6</sup>		Procured from ISP	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)
6	Mid-Year Storage Adjustment						

<sup>4</sup> If offered additional capacity is negative, the amounts shown must be returned to PG&E's Core Gas Supply Department, in accordance with Schedule G-CT provisions for decreases in CTA load.

<sup>5</sup> If offered additional mid-year capacity is negative, the acceptance/rejection percentages will be set equal to those provided by the CTA during the initial allocation.

<sup>6</sup> In the case that total Self-Managed Storage requested amounts exceed the available PG&E storage capacity, PG&E will prorate all Self-Managed Storage requests.



# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

CTA agrees to comply with month-end injection season and withdrawal season inventory target levels as specified in Schedule G-CT. CTA will pay PG&E monthly, throughout the term of this Attachment D, for its PG&E Storage, in accordance with the rate specified in Schedule G-CFS.

A CTA's failure to reject a portion, or all, of a storage allocation pursuant to Schedule G-CT shall be deemed an acceptance thereof.

For any and all rejected PG&E-Allocated Storage capacity, the CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, and will provide timely monthly certifications, using PG&E's Certification of Alternate Resources for Rejected PG&E-Allocated Storage Withdrawal Capacity, Form 79-845, Attachment I.

For any Self-Managed Storage procured from an ISP and ISP Firm Storage, the CTA agrees to obtain Alternate Storage Resources, as provided in Schedule G-CT, equivalent to the amount of month-end minimum inventory target levels during the storage year and withdrawal capacity required during the winter season months. CTA will provide timely monthly certifications, using PG&E's Certification of Alternate Storage Resources for Self-Managed Storage Capacity, Form 79-845M, Attachment M.

### **RELEASE AND INDEMNITY**

For any and all rejected PG&E-Allocated Storage, Self-Managed Storage not procured from PG&E or ISP Firm Storage, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's decisions thereof and with the associated inventory and withdrawal capacity not 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 or are associated from: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) and Alternate Storage Resources (Attachment M) which turn out to be inaccurate, (ii) any failure of the CTA's Alternate Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected by the CTA, (iii) any failure of the CTA's Alternate Storage Resources procured from an ISP to perform as compared to the storage resources which may have been available had the CTA elected to procure from PG&E, and or (iv) any failure to provide such certifications as required in Schedule G-CT.

### **SUMMARY**

Parties agree to the above terms and to the terms of PG&E's gas tariffs and agree that the following are the amounts of PG&E-Allocated Storage, Self-Managed Storage and ISP Firm Storage for the term of this Attachment D.

Row	Quantities	Annual Inventory (Dth)
7	Total Accepted PG&E-Allocated Storage Capacity <small>(2D+5D)</small>	
8	Total Rejected PG&E-Allocated Storage Capacity (requires Attachment I) <small>(2F+5F)</small>	
9	<b>PG&amp;E-Allocated Storage Subtotal</b> <small>(7+8)</small>	
10	Total Self-Managed Storage from PG&E <small>(3D+6D)</small>	
11	Total Self-Managed Storage from ISP (requires Attachment M) <small>(3F+6F)</small>	
12	<b>Self-Managed Storage Subtotal</b> <small>(10+11)</small>	
13	<b>ISP Firm Storage (requires Attachment M) (1B+4B)</b>	
14	<b>CTA'S TOTAL STORAGE REQUIREMENT</b> <small>(9+12+13)</small>	



**CORE GAS AGGREGATION SERVICE AGREEMENT**  
**ATTACHMENT D**  
**CORE FIRM STORAGE REQUIREMENT**

---

**Core Transport Agent**

\_\_\_\_\_  
*(CTA Name)*

\_\_\_\_\_  
*(Authorized Representative)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*



**Gas Sample Form No. 79-845M**

Sheet 1

Core Gas Aggregation Service Agreement

ATTACHMENT M - Certification of Alternate Storage Resources for Self-Managed Storage Capacity

**Please Refer to Attached  
Sample Form**

(Continued)

*Advice* 4170-G  
*Decision* D. 19-09-025

*Issued by*  
**Robert S. Kenney**  
*Vice President, Regulatory Affairs*

*Submitted* October 23, 2019  
*Effective* \_\_\_\_\_  
*Resolution* \_\_\_\_\_

# CORE GAS AGGREGATION SERVICE AGREEMENT



## ATTACHMENT M

### **Certification of Alternate Storage Resources for Self-Managed Storage Capacity and ISP Firm Storage Capacity**

<b>CTA Name:</b>	<b>CTA Group No:</b>	<b>For Month/Year: (As of Month End)</b>
------------------	----------------------	--

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement) is made subject to its terms and provisions and is a legally binding document.

In accordance with Schedule G-CT and the CTA's Attachment D – Core Firm Storage Requirement– currently in effect, this Attachment to the CTA Agreement represents Certification by the CTA of Alternate Storage Resources. This form is required to the extent that the CTA elects Self-Managed Storage from a CPUC-certified Independent Storage Provider (ISP) during the Initial Storage Process for the storage season (April-March) and/or during the Mid-Year Storage Process (September-March) and required for Firm Storage Capacity from a CPUC-certified Independent Storage Provider (ISP). The CTA shall provide this executed form to PG&E each month, indicating the Alternate Storage Resources held by the CTA, in like amounts and delivery reliability at least equal in the Term and Quantity table below during 1). Injection Season period (April 1 – October 31); and 2) Withdrawal Season period (November 1 – March 31).

#### **TERM and QUANTITY**

Allocation Period	CTA Storage Requirement: Self-Managed Storage (Dth)	Firm Withdrawal Capacity Requirement (Dth/day)	Month-End Minimum Inventory Target Level (Gas Balance) (Dth)
Initial Storage Allocation:			
Mid-Year Storage Adjustment:			
Total:			

#### **ALTERNATE STORAGE RESOURCES**

As the representative of the indicated CTA, the undersigned declares and certifies that CTA holds the following resources satisfying the requirement for Alternate Storage Resources for the storage season specified above. These resources shall be held for the use of the CTA's Core Group and shall not be assigned or otherwise encumbered for the indicated storage season. Each of these resources is available to meet loads on the peak load days for the volume and month specified above, and all are available for coincident supply.

Alternate Storage Resources*	ISP Contract Information	Withdrawal MDQ (Dth/day)	Injection MDQ (Dth/day)	Current Inventory/ Gas Balance (Dth)
Alternate Firm Storage Capacity: <ul style="list-style-type: none"> <li>Commission-Certified Independent Storage Provider other than PG&amp;E</li> <li>Must meet minimum gas supply pursuant to G-CFS</li> </ul>	<b>ISP Name:</b>			
	<b>ISP Contract Number<sup>1</sup>:</b>			
	<b>ISP Contract Start Date:</b>			
	<b>ISP Contract End Date:</b>			

\*May not simultaneously be used to fulfill Attachment J, Attachment I, and Attachment M ISP Firm Storage.

<sup>1</sup> CTA shall provide copy of their ISP firm storage contract for Self-Managed Storage and ISP Firm Storage for Initial Storage and Mid-Year Storage with price redacted, and ISP Month-End Gas Balance report along with submission of Attachment M each month.

## Core Transport Agent

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**GAS PRELIMINARY STATEMENT PART L  
BALANCING CHARGE ACCOUNT**

Sheet 2

L. BALANCING CHARGE ACCOUNT (BCA) (Cont'd.)

6. ACCOUNTING PROCEDURE: (Cont'd.)

- h. a credit entry equal to EFO and OFO noncompliance charges, excluding the allowance for RF&U, as described in Gas Rule 14;
- i. a credit entry equal to Self-Balancing noncompliance charges, as described in Schedule G-BAL;
- j. a credit entry equal to the involuntary diversion usage charges excluding the allowance for RF&U;
- k. a credit entry equal to local curtailment noncompliance charges, excluding the allowance for RF&U, as described in Gas Rule 14;
- l. a credit entry equal to storage minimum inventory noncompliance charges, excluding the allowance for RF&U, as described in Gas Rate Schedule G-CT. (N)  
(N)
- m. a debit or credit entry, as appropriate, to transfer to another regulatory account for rate recovery, upon approval by the Commission; and
- n. an entry equal to the interest on the average of the balance in the account at the beginning of the month and the balance in the account after the entries L.6.a through L.6.k, above, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 1

**APPLICABILITY:** This rate schedule\* provides the rates and charges for core firm storage service taken by PG&E's Core Gas Supply Department (CGS), Core Transport Agents (CTAs) and others, pursuant to the core firm storage provisions of Schedule G-CT. It covers accepted PG&E-Allocated Storage, CTA Self-Managed Storage procured from PG&E, and assignments of the foregoing storage capacity to others.

This schedule also provides the methodology for determining the quantity of gas inventory that may be sold to or purchased from a CTA by CGS, as amounts of PG&E-Allocated Storage change during the Storage Year. In addition, this schedule describes the calculation of the prices to be paid when such gas inventory is transferred.

CTAs and CGS may also take storage service under Schedule(s), G-SFS, G-NFS and/or G-NAS in conjunction with service under this rate schedule.

**TERRITORY:** Schedule G-CFS applies to the firm use of PG&E's storage facilities.

**STORAGE MONTHLY CHARGE:** CTAs, CGS, and others holding core firm storage will be billed each month based upon the amount of storage held for all or a portion of the current month. The monthly charge is calculated by multiplying the applicable monthly rate, shown below, by the inventory capacity held that month.

Reservation Charge per Dth per month \$0.4157 (I) (T)

**SHRINKAGE:** In-kind storage shrinkage is applicable to all injection quantities in accordance with gas Rule 21.

**SERVICE AGREEMENT:** A Gas Transmission Service Agreement (GTSA) (Form No. 79-866) and applicable exhibit(s) and an Electronic Commerce System User Agreement (Form No. 79-982) are required for CTAs and CGS taking service under this Rate Schedule.

**TERM:** Core firm storage is allocated for a one-year term starting on April 1 and ending on March 31 of the following year (Storage Year), and may be assigned by CTA and CGS under the provisions of Assignment Of Storage, specified below.

**NOMINATIONS:** Nominations are required for injections and withdrawals. See Rule 21 for details.

**ANNUAL INVENTORY/ INJECTION/ WITHDRAWAL:** This schedule provides the Annual Inventory including the firm injection and withdrawal capacities for CTAs and CGS. It also specifies month-end minimum inventory targets for CTAs and CGS. The Residual PG&E Core Storage Capacity is that portion of the Total Core Storage Requirement served by PG&E-owned storage facilities. (T) (T)

Annual Inventory (AI)

PG&E's current Residual- Core Storage Capacity Reservation is: (T)

Annual Inventory 5,175,000 Dth (T)

As described in Schedule G-CT, this quantity will decline during the seven-year period in which CTAs transition to Self-Managed Storage.

A CTA Group's Annual Inventory is calculated as follows:

Calculations are in Dth.

\* PG&E's gas tariffs are available on-line at www.pge.com.

(Continued)



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 2

ANNUAL INVENTORY/INJECTION/WITHDRAWAL: (Cont'd.)

Group's Annual Inventory (AI) = [(Groups Winter Season Usage)/(PG&E's Winter Season Forecast)] \* (PG&E's Total Residual Core Storage Capacity Reservation) (T)

Group's Winter Season Usage and PG&E's Winter Season Forecast are specified in Schedule G-CT.

Firm injection is available from April 1 through October 31. Firm withdrawal is available from November 1 through March 31. (T)

For CTAs and CGS, the injection and withdrawal capacities will be fixed, as specified herein. The fixed injection and withdrawal capacities are as follows, in Dth.\*\* (T)

Injection Capacity (April through October) =  $\frac{(AI * 25,000)}{5,175,000}$  (T)  
(T)

(D)  
|  
(D)

Withdrawal Capacity (November) =  $(AI * 159,000) / 5,175,000$  (N)  
|  
Withdrawal Capacity (December - February) =  $(AI * 318,000) / 5,175,000$  |  
|  
Withdrawal Capacity (March) =  $(AI * 159,000) / 5,175,000$  (N)

(D)  
|  
(D)

(For CTA Self-Managed Storage procured from an ISP and ISP Firm Storage, the calculation for the Fixed Equivalent Withdrawal (FEW) capacity rights is as follows (in Dth):  $W_{FEW} = (0.06145) * AI$ . (T)  
|  
(T)

(Continued)

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Vice President, Regulatory Affairs

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Resolution \_\_\_\_\_



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 3

ANNUAL  
INVENTORY/  
INJECTION/  
WITHDRAWAL:  
(Cont'd.)

Injection Period Month-End Minimum Inventory Target Level

With the acceptance of the PG&E-Allocated Storage during the initial allocation of Core Firm Storage capacity, the CTAs and CGS must meet the storage inventory targets as set forth below. (In addition, CTA Self-Managed Storage procured from an ISP and ISP Firm Storage is subject to the same Month-End Minimum Inventory Target Levels for both Injection and Withdrawal Periods, as described in Schedule G-CT.) To the extent CGS/CTAs do not meet their minimum inventory targets, refer to Schedule G-CT.

(T)  
(T)  
(T)

Date	Injection Period Month-End Minimum Inventory Target Level
By April 30	Annual Inventory/214 days x 30 days x 75%
By May 31	Annual Inventory/214 days x 61 days x 75%
By June 30	Annual Inventory/214 days x 91 days x 75%
By July 31	Annual Inventory/214 days x 122 days x 75%
By August 31	Annual Inventory/214 days x 153 days x 75%
By September 30	Annual Inventory/214 days x 183 days x 75%
By October 31	Annual Inventory/214 days x 214 days x 75%

(D)  
(D)

Withdrawal Period Month-End Minimum Inventory Target Level

Minimum storage inventories must be maintained by the CTAs and/or CGS during the firm withdrawal period. CTAs and/or CGS will not be permitted to withdraw gas below the following month-end inventory targets:

Date	Withdrawal Period Month-End Minimum Inventory Target Level
By November 30	80% x Annual Inventory
By December 31	50% x Annual Inventory
By January 31	15% x Annual Inventory
By February 28	5% x Annual Inventory
By March 31	0% x Annual Inventory

CURTAILMENT  
OF SERVICE:

Service under this schedule may be curtailed. See Rule 14 for details.

ASSIGNMENT OF  
STORAGE:

CTAs and CGS holding storage may assign all or part of their storage to a qualified Assignee for all or the remaining portion of the current Storage Year. An Assignee must have a current GTSA and applicable exhibits and an ECS in place and must have met the creditworthiness requirements of Rule 25 prior to PG&E consenting to an assignment.

The CTA must submit an executed Assignment of PG&E Backbone Pipeline and Firm Storage Capacity Allocation (Form 79-867) to PG&E at least three (3) business days prior to the requested capacity utilization date. The assignment start date may be any date during the Storage Year, but the term of the assignment must conclude at the end of the current Storage Year, March 31. If the CTA has gas in inventory, they can request an inventory transfer of all or part of the commodity to the Assignee. PG&E will

(Continued)



**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

Sheet 4

**FIRM WINTER  
CAPACITY  
REQUIREMENT**

As a condition of a CTA providing gas aggregation services to Customers in a Group, during the Winter Season, November 1 through March 31, CTAs are required to meet the Firm Winter Capacity Requirement as specified below. The Firm Winter Capacity Requirement requires that the CTA contract for firm Backbone pipeline capacity or firm PG&E storage capacity and withdrawal rights equal to the Group's pro rata share of firm Backbone pipeline capacity PG&E has reserved for Core End-Use Customers.

The CTA may satisfy such Firm Winter Capacity Requirement in any combination of the following:

1. Under the terms of Schedules G-SFT or G-AFT, contract with PG&E for all or part of the CTA's path-specific proportionate share of firm Backbone pipeline capacity PG&E has reserved for Core End-Use Customers.
2. Contract with a party other than PG&E for guaranteed use of that party's firm Backbone pipeline capacity or for guaranteed use of that party's firm PG&E storage capacity and withdrawal rights in conjunction with Mission Path capacity under Schedules G-AA or G-NAA or use of third-party firm storage capacity.
3. Contract with PG&E for firm Backbone pipeline capacity or firm storage capacity and withdrawal rights in conjunction with Mission Path capacity under Schedules G-AA or G-NAA or use of third-party firm storage capacity.
4. A CTA may meet the Firm Winter Capacity Requirement by contracting with a party other than PG&E demonstrating firm gas delivery to the PG&E Citygate. 'Demonstrating firm gas delivery' cannot be met by providing a letter from the firm gas supplier guaranteeing Citygate delivery.

Capacity held to satisfy core firm storage requirements may not simultaneously be used to satisfy the Firm Winter Capacity requirement.

Should the CTA exercise Option 2, 3, or 4, above to satisfy the Firm Winter Capacity requirements for any winter month, the CTA shall be required to submit, within five (5) days of notification, an executed Declaration of Alternate Winter Capacity (Form No. 79-845, Attachment J).

If a CTA has fulfilled this Firm Winter Capacity Requirement and has A) incurred no instances of non-compliance with an Emergency Flow Order (EFO), and B) no more than one (1) such instance with a Low Inventory Operational Flow Order (OFO) as specified in Rule 14 for a two-year period, the CTA will no longer be required to meet this Firm Winter Capacity Requirement provided that the Firm Winter Capacity Requirement shall be reinstated for any CTA that subsequently fails to meet the requirements set forth in A) and B) of this paragraph.

**TOTAL CORE  
STORAGE  
REQUIREMENT.  
RESIDUAL PG&E  
CORE STORAGE,  
AND CTA  
STORAGE  
REQUIREMENT**

The Total Core Storage Requirement is the amount of storage capacity (or allowed alternate resources) that PG&E Core Gas Supply (CGS) and all CTAs must hold to meet core reliability requirements. The Residual PG&E Core Storage Capacity is that portion of the Total Core Storage Requirement served by PG&E-owned storage facilities.

Total Core Storage Requirement Inventory Capacity: CONFIDENTIAL<sup>1</sup>

(T)  
|  
(T)  
(T)

<sup>1</sup> Pursuant to Decision (D.)19-09-025, the Total Core Storage Requirement will be shared on a confidential basis with CTAs that execute nondisclosure agreements.

(Continued)



**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 5

(N)  
(N)

TOTAL CORE STORAGE REQUIREMENT, RESIDUAL PG&E CORE STORAGE, AND CTA STORAGE REQUIREMENT (Cont'd.):

Residual PG&E Core Storage Inventory Capacity: 5,175,000 Dth

Each CTA must satisfy its pro rata share of the Total Core Storage Requirement (such pro rata share being termed the CTA Storage Requirement). The CTA Storage Requirement shall be satisfied through a combination of the following: (1) PG&E-Allocated Core Firm Storage that the CTA accepts, or Alternate Resources that the CTA procures in lieu of acceptance of PG&E-Allocated Core Firm Storage; (2) CTA Self-Managed Storage procured from a CPUC-certified Independent Storage Provider (ISP) or from PG&E (if available); and (3) firm storage procured from a CPUC-certified ISP other than as an Alternate Resource or as part of the CTA Self-Managed Storage Program (ISP Firm Storage).

Requirements for injection and withdrawal capacities are discussed below and in Schedule G-CFS.

(T)/(L)  
(L)  
(N)  
-----  
(N)  
  
(T)/(L)  
(L)

(Continued)

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Vice President, Regulatory Affairs

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Resolution \_\_\_\_\_



**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 6

ALLOCATION OF  
TOTAL CORE  
STORAGE  
REQUIREMENT  
AND RESIDUAL  
PG&E CORE  
STORAGE:

On an annual basis, PG&E will determine for each Group its CTA Storage Requirement, consisting of firm inventory capacity and associated injection and withdrawal capacity (Initial Storage Requirement). The Initial Storage Requirement will be provided and adjusted by a Mid-Year Storage Requirement Adjustment, as described in the next section below. The Initial Storage Requirement and Mid-Year Storage Adjustment will be based on a Group's pro rata share of PG&E's Total Core Firm Storage Requirement calculated as described below. A CTA shall satisfy its CTA Storage Requirement through a combination of PG&E-Allocated Core Firm Storage during the 7-Year Transition Period (discussed below), CTA Self-Managed Storage procured from an ISP or PG&E (to the extent available), and ISP Firm Storage.

(T)/(L)  
(T)/(L)  
(L)  
|  
(L)  
(T)/(L)  
|  
|  
(T)/(L)  
(L)

By February 15 of each year, PG&E will calculate each Group's Initial Storage Requirement for the upcoming storage year of April 1 through March 31 (Storage Year) based upon the Customers in the Group for April of that year using the Direct Access Service Requests (DASRs) that have been processed to date. PG&E's determination of the CTA Storage Requirement for each Group will be based on the sum of the historical Winter Season gas usage for the Customers in the Group, unless otherwise agreed upon.

(L)  
(T)/(L)  
|  
|  
(T)/(L)  
(L)

To determine each Group's CTA Storage Requirement, PG&E will calculate the ratio of the Group's Winter Season Usage to PG&E's total core Winter Season throughput, as adopted in PG&E's latest Cost Allocation Proceeding (CAP). This ratio, expressed as a percentage, will then be multiplied by the Annual Inventory embedded in the Total Core Storage Requirement to determine the amount of inventory that the CTA will be required to hold.

(N)  
|  
|  
(N)

PG&E's adopted total core Winter Season throughput is: 177,032,109 Dth

(L)

PG&E shall use the same ratio, calculated above, multiplied by Residual PG&E Core Storage capacity to determine each Group's pro rata share of Residual PG&E Core Storage. PG&E will be obligated to offer that storage capacity to the Group's CTA (PG&E-Allocated Storage). Pursuant to Decision (D.) 16-06-056, the procurement of storage services for CTAs shall transition from PG&E to the CTAs themselves (Self-Managed Storage) during a seven year period beginning April 1, 2018. During this period, PG&E will be obligated to offer a declining portion of the CTA Storage Requirement, with the remaining unoffered portion converting to CTA Self-Managed Storage and, beginning April 1, 2020, ISP Firm Storage. By the end of the transition period, PG&E will not be obligated to offer any storage capacity to CTAs, and all of a CTA's Storage Requirement will be Self-Managed Storage or ISP Firm Storage. For additional terms and conditions, refer to the section below entitled *CTA Self-Managed Storage*.

(T)/(L)  
|  
(T)/(L)  
(L)  
|  
(L)  
(T)/(L)  
|  
|  
(T)/(L)  
(L)

Within ten (10) business days of PG&E's offer of a pro rata share of Residual PG&E Core Storage capacity, each CTA may, at its option, reject all or part of the offer. A CTA's failure to reject such offered storage capacity by this deadline shall be deemed an acceptance thereof.

(T)/(L)  
|  
|  
(T)/(L)  
(L)

Each CGS/CTA's Storage Requirement shall be satisfied through a combination of: (1) PG&E-Allocated Storage accepted by the CTA, or Alternate Resources acquired by the CTA in lieu of acceptance of PG&E-Allocated Storage; (2) CTA Self-Managed Storage procured from an ISP or from PG&E (if available); and (3) ISP Firm Storage. Storage service provided by PG&E shall be pursuant to Schedule G-CFS.

(T)/(L)  
|  
|  
(T)/(L)  
(L)

(Continued)



**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 7 (N)  
(N)

ALLOCATION OF  
TOTAL CORE  
STORAGE  
REQUIREMENT  
AND RESIDUAL  
PG&E CORE  
STORAGE  
(Cont'd):

Each CTA will be required to execute and shall be subject to the terms and conditions of a Core Firm Storage Requirement (Form No. 79-845, Attachment D) with PG&E. This Form shall specify the CTA's Storage Requirement, the portion of the requirement that PG&E is obligated to offer (and the amounts accepted and rejected by the CTA), the portion of the requirement that is Self-Managed (and the amounts of Self-Managed Storage procured from PG&E and ISP(s)), and the portion of the requirement satisfied by ISP Firm Storage (and the amounts of Firm Storage procured from specific ISP(s)). In the event the CTA rejects a portion of the Initial PG&E-Allocated Storage, it must do so in increments of 10 percent (10%), (e.g., 10%, 20%, 30%, and so forth) up to 100 percent. When this storage is rejected, the CTA must certify Alternate Resources for each Winter month in amounts equivalent to the rejected withdrawal capacity, as more fully set forth elsewhere in this schedule. Gas in storage, for the purpose of providing core reliability, including gas stored using the accepted PG&E-Allocated Storage, may not incur encumbrances of any kind.

(L)  
|  
(T)/(L)  
(L)  
|  
(T)/(L)  
(L)  
|  
|  
(T)/(L)  
(L)  
(L)  
  
(D)  
|  
(D)

(Continued)

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Vice President, Regulatory Affairs

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**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 8

MID-YEAR ALLOCATION ADJUSTMENT FOR TOTAL CORE STORAGE REQUIREMENT AND RESIDUAL PG&E CORE STORAGE:

By August 15 of each year, PG&E will provide to each CTA a recalculated CTA Storage Requirement, based upon the Customers in the CTA's Group for November of that year using the DASRs that have been processed to date. This recalculated CTA Storage Requirement will be compared to the Initial Storage Requirement for the current storage season for purposes of making the Mid-Year Storage Requirement Adjustment.

(T)/(L)  
|  
|  
(T)/(L)  
(L)

Increase In Load: If the increase in the Mid-Year Storage Requirement is greater than 10,000 decatherms, the CTA will have the option to satisfy part of the increase through acceptance of a pro rata increase in PG&E-Allocated Storage. The CTA must satisfy the remainder of the increase through Alternate Resources the CTA procures in lieu of acceptance of the increase in PG&E-Allocated Storage, Self-Managed Storage the CTA procures from an ISP or from PG&E (if available), and ISP Firm Storage. Any election of PG&E-Allocated Storage must be in increments of ten percent (10%) of the amount offered, and must be provided by the CTA to PG&E within ten (10) business days of PG&E's offer. The accepted storage capacity will be added to the CTA's storage account effective September 1.

(T)/(L)  
|  
|  
|  
|  
(T)/(L)  
(L)

If the increase in the Mid-Year Storage Requirement is less than or equal to 10,000 decatherms, the CTA's Storage Requirement will remain unchanged.

(T)/(L)  
(L)

A CTA's failure to reject its mid-year storage offer by the deadline set by PG&E shall be deemed an acceptance of the entire amount.

(T)/(L)  
(L)

For any accepted mid-year increase in PG&E-Allocated Storage, gas in PG&E's Core Gas Supply Department's storage account will be transferred to the CTA core firm storage account at a price and in the amounts specified in Schedule G-CFS. For any increase in Self-Managed Storage procured from PG&E, there will not be a similar transfer of gas; the CTA will be responsible for meeting minimum inventory requirements.

(T)/(L)  
(L)

PG&E's offer of additional storage capacity at mid-year will be contingent on the availability of storage capacity. As described below, there will be an auction of PG&E-Allocated Storage rejected by CTAs before the start of the storage year. Capacity sold at this auction, whether to CTAs or to other parties, will not be available to offer to CTAs at the mid-year adjustment. Similarly, left-over capacity retained by PG&E's Core Gas Supply Department for \$0.01/Dth/month, as described below, will not be available to offer to CTAs at mid-year. CTAs that are eligible for an increase in storage capacity at Mid-Year will be offered that capacity only to the extent that PG&E's Core Gas Supply Department and/or other CTAs (that accepted their initial PG&E-Allocated Storage) have experienced a decrease in load sufficient to require them to relinquish storage capacity.

Decrease In Load: If the decrease in the Mid-Year Storage Requirement is more than 10,000 decatherms, and the CTA has PG&E-Allocated Storage, the CTA must accept a proportional reduction in its PG&E-Allocated Storage effective September 1. For example, a CTA that experiences a 20% reduction between its Initial Storage Requirement and its Mid-Year Storage Requirement must relinquish 20% of its accepted initial PG&E-Allocated Storage.

If the decrease in the Mid-Year Storage Requirement is less than or equal to 10,000 decatherms, the CTA's Storage Requirement will remain unchanged.

(T)/(L)  
(L)

(Continued)

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Vice President, Regulatory Affairs

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**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 9

MID-YEAR ALLOCATION ADJUSTMENT FOR TOTAL CORE STORAGE REQUIREMENT AND RESIDUAL PG&E CORE STORAGE (Cont'd.)

For reduction in the CTA's PG&E-Allocated Storage, gas in the CTA's core firm storage account will be transferred to PG&E Core Gas Supply Department's storage account at a price and in the amounts specified in Schedule G-CFS.

(L)  
|  
(L)

CTA SELF-MANAGED STORAGE

Pursuant to D. 16-06-056, the procurement of storage services for CTAs shall transition from PG&E to the CTAs themselves (Self-Managed Storage) during a seven-year transition period commencing on April 1, 2018. During this transition period, PG&E-Allocated Storage will be reduced as follows: for the first four years (April 2018 - March 2022) by 10% each year; and for the last three years (April 2022 - March 2025) by 20% each year. CTAs may still reject some or all of the PG&E-Allocated Storage, and will continue to be responsible for stranded costs as specified in the section below entitled *Cost Responsibility For CTA-Rejected Firm Pipeline Capacity And Firm Storage Inventory Capacity*. CTAs may procure Self-Managed Storage from PG&E, to the extent available, or from a CPUC-certified ISP. During each year's initial storage allocation process, PG&E will calculate for each CTA the PG&E-Allocated Storage and the Self-Managed Storage. CTAs will have an annual option to procure Self-Managed Storage from PG&E (to the extent available) or ISPs. Such Self-Managed Storage elections will follow the same initial and mid-year storage process timelines described above. Self-Managed Storage procured from PG&E will be offered at the prevailing firm tariff rate in Schedule G-CFS (Core Firm Storage) and is subject to availability. In the case that total Self-Managed Storage requested amounts exceed the available PG&E storage capacity; PG&E will prorate all Self-Managed Storage requested amounts.

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The table below shows the transition from PG&E-Allocated Storage to Self-Managed Storage. Self-Managed Storage may be procured in combination from PG&E (to the extent available) and from ISPs. Self-Managed Storage procured from PG&E must be elected in 10% increments of CTA's overall Storage Requirement, up to the maximum allowed for that year. For example, in Year 2, a CTA may elect a Self-Managed percentage of 0% from PG&E and 20% from ISPs, or 10% from PG&E and 10% from ISPs, or 20% from PG&E and 0% from ISPs.

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**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

ALTERNATE STORAGE RESOURCES AND CTA CERTIFICATION FOR CTA SELF-MANAGED STORAGE (Cont'd.):

1. Contracted firm storage services from an on-system CPUC-certified independent storage provider (ISP) where that supply is backed up by contracts; or
2. Contracted firm storage services from PG&E; or
3. Combination of 1 and 2 above.

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RELEASE AND INDEMNIFICATION OF PG&E:

For any rejection of the Initial or the Mid-Year PG&E-Allocated Storage to be effective, the CTA shall sign and deliver to PG&E a Core Firm Storage Requirement (Form 79-845, Attachment D). This form shall release PG&E from liability associated with that CTA's rejection of storage assets, as well as indemnify PG&E for losses that arise: (i) from any representation in the CTA's monthly Alternate Resources or Alternate Storage Resources certifications which turns out to be inaccurate, or (ii) from any failure of the CTAs Alternate Resources or CTAs' Alternate Storage Resources to perform.

COST RESPONSIBILITY FOR CTA-REJECTED FIRM PIPELINE CAPACITY AND FIRM STORAGE INVENTORY CAPACITY:

There will be a three-year period (Transition Period) during which PG&E's Core Gas Supply Department will be obligated to retain and pay for a decreasing share of any firm pipeline capacity or firm storage inventory capacity offered to but rejected by CTAs (CTA-Rejected Capacity), and the CTAs will take increasing cost responsibility for such rejected capacity. By the end of the Transition Period, the CTAs will take full cost responsibility for such capacity. The maximum aggregate amount (as a percentage of the total Core capacity holding and applied to annual storage and individually to each pipeline for each month) of the rejected capacity that PG&E's Core Gas Supply Department will be obligated to retain is shown in the table below:

Transition Period Years	Maximum Percentage
April 2012 – March 2013	12%
April 2013 – March 2014	7%
April 2014 – March 2015	4%
Post March 2015	0%

Any firm pipeline and storage capacity rejected by the CTAs in aggregate in excess of the above amounts will remain the cost responsibility of the CTAs.

April 2015 onward is designated the "Post-Transition Period," during which CTAs will assume full cost responsibility for all rejected firm pipeline capacity and rejected firm storage inventory capacity.

In order to mitigate the costs borne by CTAs for capacity rejected by them and not retained by PG&E's Core Gas Supply Department, PG&E will, as a service to CTAs, offer such capacity to the market and will credit the capacity release proceeds against the costs otherwise owed to PG&E by the CTAs. The capacity release process is described in the next section.

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(Continued)



**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 15

COST RESPONSIBILITY FOR CTA-REJECTED FIRM PIPELINE CAPACITY AND FIRM STORAGE INVENTORY CAPACITY (Cont'd.):

Any CTA-Rejected Capacity costs remaining after PG&E's Core Gas Supply Department has retained a portion of such capacity, as described above, and PG&E has attempted to release such capacity, as described in the next section, will be allocated to and invoiced to the CTAs in proportion to the amount of capacity rejected by each CTA. This allocation will be performed on a pipeline-by-pipeline, month-by-month basis. CTA-Rejected Capacity costs arising from capacity offered to, but rejected by, a particular CTA during the Mid-Year Core Firm Storage Allocation Adjustment will be invoiced directly to that CTA except for the reservation rate of one penny per decatherm per month (\$0.01/Dth/month) paid by PG&E's Core Gas Supply Department, as described in the next section.

PG&E's Core Gas Supply Department will retain and take cost responsibility for a portion of the aggregate CTA-Rejected Capacity during the transition period, as described above. PG&E will manage the remaining CTA-Rejected Capacity (Net CTA-Rejected Capacity) in the following manner: PG&E will attempt to release the Net CTA-Rejected Capacity to the marketplace through an auction, bulletin board listing or similar process. As PG&E will have very little discretion in how this capacity will be resold, a CTA cannot protest the results of that process. To the extent left-over capacity remains after the capacity release process, PG&E's Core Gas Supply Department will retain this left-over capacity at the rate described below.

PG&E will, as a service to CTAs, offer the Net CTA-Rejected Capacity to the marketplace prior to each capacity allocation period, that is, three (3) times per year for Pipeline capacity and once per year for storage capacity. For Pipeline capacity, PG&E will also offer Net CTA-Rejected Capacity once per month during each capacity allocation period to the extent capacity remains available. In offering capacity for release, PG&E will abide by the established capacity release procedures and applicable tariff provisions of the various Pipelines on which the rejected capacity is released. To the extent these procedures and requirements change, PG&E will adjust its procedures for the release of rejected capacity as may be appropriate.

PG&E will offer Pipeline capacity on the following basis:

1. Only single-month, single-Pipeline contracts through the end of the current capacity allocation period will be offered. Contracts for multiple Pipelines, multiple products (transmission and storage service), or multiple months will not be bundled together.
2. Any reservation rate bid greater than zero will be acceptable.
3. The minimum acceptable bid quantity will be the lesser of (i) one thousand (1,000) Dth/d, or (ii) the total capacity offered for that month on that Pipeline.
4. All applicable Pipeline tariff rates and fees other than the reservation rate will continue to apply, and will be the responsibility of the successful bidder.
5. Pipeline contracts will be awarded for each month based upon the reservation rate--highest rate first, lowest rate last. In the event there are two or more bids of equal value for a combined contract quantity greater than the remaining available capacity on a given pipeline, the bidders will each be awarded a pro rata amount of the remaining available capacity for that month.
6. Bidders must satisfy all applicable creditworthiness requirements of the Pipeline(s) on which they are bidding for capacity.

(Continued)





**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 17

TREATMENT OF CTA-REJECTED FIRM PIPELINE CAPACITY AND FIRM STORAGE INVENTORY CAPACITY (Cont'd.):	<p>To the extent Net CTA-Rejected Capacity remains unallocated after the initial auction of Storage capacity prior to the annual capacity allocation period, PG&amp;E's Core Gas Supply Department will be deemed to have bid a reservation rate of one penny per decatherm per month (\$0.01/Dth/month) for such capacity. This deemed bid shall apply to the entire 12-month Storage capacity allocation period. Further, to the extent additional Net CTA-Rejected Capacity remains after the Mid-Year Allocation Adjustment, PG&amp;E's Core Gas Supply Department will similarly be deemed to have bid a reservation rate of \$0.01/Dth/month for such capacity for the remaining months in the Storage Year.</p> <p>PG&amp;E's Core Gas Supply Department will retain these unallocated capacity amounts in its Storage contract, and will have rights to use such capacity in the same manner as its other Storage capacity holdings. The \$0.01/Dth/month effective reservation rate will be credited against the costs otherwise owed by the CTAs to PG&amp;E in the same manner as the auction proceeds. The CTAs will be responsible for all other reservation costs associated with this Storage capacity, other than the \$0.01/Dth/month rate.</p>	(L)
ASSIGNMENT:	<p>PG&amp;E Backbone pipeline capacity or storage capacity allocation accepted under this schedule, including associated rights and obligations, may be assigned by a CTA, in accordance with Schedule G-CFS, subject to PG&amp;E's creditworthiness requirements.</p> <p>A Storage allocation accepted under this schedule can be assigned at any time during the Storage Year but must be for the remainder of the Storage Year term. Injection and withdrawal rights will be determined in proportion to the assigned storage inventory. The assignee of storage capacity allocation accepted under this schedule will not be subject to minimum gas inventory requirements.</p> <p>For PG&amp;E Backbone pipeline capacity or storage capacity allocation accepted under this schedule and subsequently assigned, CTAs shall provide Alternate Resources during the winter months as prescribed in the "Firm Winter Capacity Requirement" and "Alternate Resources And CTA Certification" sections of this schedule.</p>	
NOMINATIONS:	Nominations are required from the CTA, on behalf of the Group, as specified in Rule 21.	
BALANCING SERVICE:	Service hereunder shall be subject to all applicable terms, conditions and obligations of Schedule G-BAL.	
BILLING/PAYMENT:	Rule 23 and Rule 25 provide the terms and conditions of billing and payment procedures under this schedule.	
CREDIT-WORTHINESS:	<p>Customers must meet PG&amp;E's creditworthiness standards as set forth in Rules 6 and 7. Customers who have established credit with PG&amp;E will not be required to pay an additional or new deposit to be eligible for service under this schedule.</p> <p>The CTA must meet the requirements specified in Rule 23 and Rule 25 before it may provide gas aggregation services under this schedule.</p>	(L)



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*Advice* 4170-G  
*Decision* D. 19-09-025

*Issued by*  
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*Vice President, Regulatory Affairs*

*Submitted* October 23, 2019  
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## **Attachment 2**

### **Redline Tariffs**

# CORE GAS AGGREGATION SERVICE AGREEMENT

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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, which allocation shall be set forth in Attachment D of this CTA Agreement. Executed Attachment D will record the amounts accepted, rejected, and allocated to the CTA for the PG&E-Allocated Storage, ~~and also record the~~ Self-Managed Storage procured by the CTA from either an Independent Storage Provider (ISP) or PG&E Storage, and Independent Storage Provider (ISP) Firm Storage. Amounts of core firm storage capacity held by the CTA (PG&E-Allocated Storage, including Self-Managed Storage and ISP Firm Storage) will be used according to Schedule G-CT and Schedule G-CFS and will be paid for by the CTA.
- (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 CTA.~~ CTA will promptly submit changes in this Attachment to PG&E.

# CORE GAS AGGREGATION SERVICE AGREEMENT

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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.
- (J) Declaration of Alternate Firm W-~~inter~~ 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 Alternate Storage Resources for CTA Self-Managed Storage Capacity and ISP Firm Storage Capacity In accordance with Schedule G-CT, Alternate Storage Resources are required to the extent that the CTA elects all or part of the Self-Managed Storage capacity to be procured from an Independent Storage Provider (ISP) during the Initial Storage Allocation or a Mid-Year 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.

# CORE GAS AGGREGATION SERVICE AGREEMENT

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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 ALLOCATION 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 ~~allocation 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 storage capacity rejected from an Initial Storage Allocation and/or Mid-Year Storage Allocation Adjustment, CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, for each month of the Winter Season (November-March). CTA agrees to provide timely monthly certifications of its Alternate Resources, as set forth in Attachment I to this Agreement.

For any and all storage capacity elected by the CTA for Self-Managed Storage ~~and/or ISP Firm Storage~~ to be procured from an ISP during the Initial Storage Allocation, CTA agrees to obtain Alternate 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 Alternate Storage Resources, as set forth in Attachment M to this Agreement.

For any and all rejected PG&E-Allocated Storage allocations, ~~and~~ CTA Self-Managed Storage procured from an ISP ~~and/or ISP Firm Storage~~, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's rejection thereof and 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 Alternate Storage Resources~~ ~~and~~ (Attachment M) which turn out to be inaccurate; (ii) any failure of the CTA's Alternate Resources ~~or Alternate Storage Resources~~ to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected or the elected Self-Managed Storage by the CTA; 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.

# CORE GAS AGGREGATION SERVICE AGREEMENT

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## **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.

# CORE GAS AGGREGATION SERVICE 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.



# CORE GAS AGGREGATION SERVICE AGREEMENT

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**Core Transport Agent:**

	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
_____	_____
<i>CTA Name</i>	
_____	_____
<i>Authorized Representative (Print)</i>	<i>Authorized by (Print)</i>
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

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](http://www.pge.com/tariffs)

~~Please contact an ESP Services Account Manager at (415) 973-2194 if you do not have access to a computer to view our Web Tariff Book or if you have difficulty opening the link~~



# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

Core Transport Agent \_\_\_\_\_ Group No \_\_\_\_\_

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement), executed and initialed by the Core Transport Agent (CTA), is made subject to its terms and provisions and is a legally binding contract.

This Attachment specifies the core firm storage capacity to be utilized and paid for by CTA pursuant to rate Schedules G-CT and G-CFS. A CTA shall satisfy its CTA Storage Requirement through a combination of PG&E-Allocated Core Firm Storage during the 7-Year Transition Period (discussed in G-CT), CTA Self-Managed Storage procured from an Independent Storage Provider (ISP) or PG&E (to the extent available), and ISP Firm Storage. The amount of storage capacity is based upon an Initial Storage Requirement consisting of a ISP Firm Storage plus PG&E-Allocated Storage (accepted or rejected) and Self-Managed Storage (procured from PG&E, to the extent available, or ISPs), and if applicable, a Mid-Year Storage Adjustment, in accordance with Schedule G-CT. This Attachment also specifies the amount of Alternate Resources required of CTA due to rejection of PG&E-Allocated Storage, and the amount of Alternate Storage Resources required of CTA to the extent CTA procures Self-Managed Storage from an Independent Storage Provider (ISP) and ISP Firm Storage. For each adjustment or change in the amounts of storage under Schedule G-CT, a superseding Attachment D shall be executed and be in effect. Failure to complete and return this form will result in acceptance of the full amount of PG&E-Allocated Storage offered and no election of Self-Managed Storage from PG&E.

### TERM

This Attachment D is effective from the first day of \_\_\_\_\_ (Month, Year) until the earlier of the last day of March \_\_\_\_\_ (Year) or the date a new Attachment D is effective.

### CURRENT STORAGE REQUIREMENT CALCULATION

- On this date, \_\_\_\_\_ (Date), the forecasted Winter Season throughput for the Core Transport Group, as of \_\_\_\_\_ (Date), is estimated to be \_\_\_\_\_ decatherms.
- PG&E's adopted total core Winter Season throughput is \_\_\_\_\_ decatherms.
- The Allocation Factor (AF) for the Group is the ratio of the above two numbers: \_\_\_\_\_

CTA's Percentage of Total CTA Winter Load (%):	_____	ACQ <sup>1</sup> (Dth <sup>2</sup> ):	_____
--	-------	---------------------------------------	-------

All CTAs' Percentage of Total Core Winter Load (%):	_____	Number of Accounts:	_____
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<sup>1</sup> ACQ=Annual Contract Quantity

<sup>2</sup> Dth=Decatherm

# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

## ALLOCATION AND ACCEPTANCE CTA Storage Requirement (PG&E Use Only)

Row	Initial Allocation Factor (AF)	CTA's Storage Requirement (Dth) <b>(A)=(B+C)</b>	ISP Firm Storage	Residual PG&E Core Firm Storage	PG&E-Allocated Storage		Self-Managed Storage	
			<b>(B)</b>	<b>(C)</b>	%	Dth	%	Dth
1								

**For PG&E-Allocated Storage, CTA's elections:** Columns C and E are the CTA's % elections in 10% increments; columns C and E must sum to 100%. Columns D and F are the CTA's corresponding Dth elections; columns D and F must sum to column B.

Row	Term	PG&E-Allocated Storage Inventory Offered (Dth)		Accepted by CTA		Rejected by CTA	
		% <b>(A)</b>	Dth <b>(B)</b>	% <b>(C-)</b>	Dth <b>(D)=(B*C)</b>	% <b>(E)</b>	Dth <b>(F)=(B*E)</b>
2	Initial Storage Allocation						

**For Self-Managed Storage, CTA's elections:** Columns C and E are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C and E must sum to column A. Columns D and F are the CTA's corresponding Dth elections, columns D and F must sum to column B.

Row	Term	Self-Managed Storage		Procured from PG&E (Requested Amount) <sup>3</sup>		Procured from ISP	
		% <b>(A)</b>	Dth <b>(B)</b>	% <b>(C)</b>	Dth <b>(D)=(C/A)*(B)</b>	% <b>(E)</b>	Dth <b>(F)=(E/A)*(B)</b>
3	Initial Storage						

<sup>3</sup> In the case that total Self-Managed Storage requested amounts exceed the available PG&E storage capacity; PG&E will prorate all Self-Managed Storage requests.

# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

**Acknowledgment, Calculations, and Mid-Year Allocation (PG&E Use Only)**

If applicable, the following section will be completed at Mid-Year Storage Adjustment.

Row	Mid-Year Allocation Factor	CTA's Storage Requirement (Dth) (A)=(B+C)	ISP Firm Storage - Difference from Initial Allocation	PG&E Core Firm Storage - Difference from Initial Allocation	PG&E-Allocated Storage		Self-Managed Storage	
			(B)	(C)	%	Dth	%	Dth
4								

**Mid-Year Acceptance and Rejection (CTA Use where applicable)**

**For PG&E-Allocated Storage, CTA's elections:** Columns C and E are the CTA's % elections in 10% increments; columns C and E must sum to 100%. Columns D and F are the CTA's corresponding Dth elections; columns D and F must sum to column B.

Row	Term	PG&E-Allocated Storage Inventory Offered (Dth) <sup>4</sup>		Accepted by CTA <sup>5</sup>		Rejected by CTA <sup>5</sup>	
		% (A)	Dth (B)	% (C)	Dth (D)=(B*C)	% (E)	Dth (F)=(B*E)
5	Mid-Year Storage Adjustment						

**For Self-Managed Storage, CTA's elections:** Columns C and E are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C and E must sum to column A. Columns D and F are the CTA's corresponding Dth elections, columns D and F must sum to column B. If the amount in column B is negative, CTA Self-Managed Storage will not change.

Row	Term	Self-Managed Storage		Procured from PG&E (Requested Amount) <sup>6</sup>		Procured from ISP	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)
6	Mid-Year Storage Adjustment						

<sup>4</sup> If offered additional capacity is negative, the amounts shown must be returned to PG&E's Core Gas Supply Department, in accordance with Schedule G-CT provisions for decreases in CTA load.

<sup>5</sup> If offered additional mid-year capacity is negative, the acceptance/rejection percentages will be set equal to those provided by the CTA during the initial allocation.

<sup>6</sup> In the case that total Self-Managed Storage requested amounts exceed the available PG&E storage capacity, PG&E will prorate all Self-Managed Storage requests.



# CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT D CORE FIRM STORAGE REQUIREMENT

CTA agrees to comply with month-end injection season and withdrawal season inventory target levels as specified in Schedule G-CT. CTA will pay PG&E monthly, throughout the term of this Attachment D, for its PG&E Storage, in accordance with the rate specified in Schedule G-CFS.

A CTA's failure to reject a portion, or all, of a storage allocation pursuant to Schedule G-CT shall be deemed an acceptance thereof.

For any and all rejected PG&E-Allocated Storage capacity, the CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, and will provide timely monthly certifications, using PG&E's Certification of Alternate Resources for Rejected PG&E-Allocated Storage Withdrawal Capacity, Form 79-845, Attachment I.

For any Self-Managed Storage procured from an ~~Independent Storage Provider (ISP)~~ and ISP Firm Storage, the CTA agrees to obtain Alternate Storage Resources, as provided in Schedule G-CT, equivalent to the amount of month-end minimum inventory target levels during the storage year and withdrawal capacity required during the winter season months. CTA will provide timely monthly certifications, using PG&E's Certification of Alternate Storage Resources for Self-Managed Storage Capacity, Form 79-845M, Attachment M.

### **RELEASE AND INDEMNITY**

For any and all rejected PG&E-Allocated Storage ~~or~~ Self-Managed Storage not procured from PG&E or ISP Firm Storage, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's decisions thereof and with the associated inventory and withdrawal capacity not 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 or are associated from: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) and Alternate Storage Resources (Attachment M) which turn out to be inaccurate, (ii) any failure of the CTA's Alternate Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected by the CTA, (iii) any failure of the CTA's Alternate Storage Resources procured from an ISP to perform as compared to the storage resources which may have been available had the CTA elected to procure from PG&E, and or (iv) any failure to provide such certifications as required in Schedule G-CT.

### **SUMMARY**

Parties agree to the above terms and to the terms of PG&E's gas tariffs and agree that the following are the amounts of PG&E-Allocated Storage ~~and~~ Self-Managed Storage and ISP Firm Storage for the term of this Attachment D.

Row	Quantities	Annual Inventory (Dth)
7	Total Accepted PG&E-Allocated Storage Capacity (2D+5D)	
8	Total Rejected PG&E-Allocated Storage Capacity (requires Attachment I) (2F+5F)	
9	<b>PG&amp;E-Allocated Storage Subtotal (7+8)</b>	
10	Total Self-Managed Storage from PG&E (3D+6D)	
11	Total Self-Managed Storage from ISP (requires Attachment M) (3F+6F)	
12	<b>Self-Managed Storage Subtotal (10+11)</b>	
13	<b>ISP Firm Storage (requires Attachment M) (1B+4B)</b>	
14	<b><u>CTA's TOTAL ALLOCATED</u> STORAGE REQUIREMENT (9+12+13)</b>	



**CORE GAS AGGREGATION SERVICE AGREEMENT**  
**ATTACHMENT D**  
**CORE FIRM STORAGE REQUIREMENT**

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**Core Transport Agent**

\_\_\_\_\_

*(CTA Name)*

\_\_\_\_\_

*(Authorized Representative)*

\_\_\_\_\_

*(Title)*

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Date)*

# CORE GAS AGGREGATION SERVICE AGREEMENT



## ATTACHMENT M

### **Certification of Alternate Storage Resources for Self-Managed Storage Capacity and ISP Firm Storage Capacity**

<b>CTA Name:</b>	<b>CTA Group No:</b>	<b>For Month/Year: (As of Month End)</b>
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This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement) is made subject to its terms and provisions and is a legally binding document.

In accordance with Schedule G-CT and the CTA's Attachment D – Core Firm Storage Requirement– currently in effect, this Attachment to the CTA Agreement represents Certification by the CTA of Alternate Storage Resources. This form is required to the extent that the CTA elects Self-Managed Storage from a CPUC-certified Independent Storage Provider (ISP) during the Initial Storage Process for the storage season (April-March) and/or during the Mid-Year Storage Process (September-March) and required for Firm Storage Capacity from a CPUC-certified Independent Storage Provider (ISP). The CTA shall provide this executed form to PG&E each month, indicating the Alternate Storage Resources held by the CTA, in like amounts and delivery reliability at least equal in the Term and Quantity table below during 1). Injection Season period (April 1 – October 31); and 2) Withdrawal Season period (November 1 – March 31).

#### **TERM and QUANTITY**

Allocation Period	CTA Storage Requirement: Self-Managed Storage (Dth)	Firm Withdrawal Capacity Requirement (Dth/day)	Month-End Minimum Inventory Target Level (Gas Balance) (Dth)
Initial Storage Allocation:			
Mid-Year Storage Adjustment:			
<b>Total:</b>			

#### **ALTERNATE STORAGE RESOURCES**

As the representative of the indicated CTA, the undersigned declares and certifies that CTA holds the following resources satisfying the requirement for Alternate Storage Resources for the storage season specified above. These resources shall be held for the use of the CTA's Core Group and shall not be assigned or otherwise encumbered for the indicated storage season. Each of these resources is available to meet loads on the peak load days for the volume and month specified above, and all are available for coincident supply.

Alternate Storage Resources*	ISP Contract Information	Withdrawal MDQ (Dth/day)	Injection MDQ (Dth/day)	Current Inventory/ Gas Balance (Dth)
Alternate Firm Storage Capacity: • Commission-Certified Independent Storage Provider other than PG&E • Must meet minimum gas supply pursuant to G-CFS	<b>ISP Name:</b>			
	<b>ISP Contract Number<sup>1</sup>:</b>			
	<b>ISP Contract Start Date:</b>			
	<b>ISP Contract End Date:</b>			

\*May not simultaneously be used to fulfill Attachment J, Attachment I, and Attachment M ISP Firm Storage.

<sup>1</sup> CTA shall provide copy of their ISP firm storage contract for Self-Managed Storage and ISP Firm Storage for Initial Storage and Mid-Year Storage with price redacted, and ISP Month-End Gas Balance report along with submission of Attachment M each month.

## Core Transport Agent

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 1

**APPLICABILITY:** This rate schedule\* provides the rates and charges for core firm storage service taken by PG&E's Core Gas Supply Department (CGS), Core Transport Agents (CTAs) and others, pursuant to the core firm storage provisions of Schedule G-CT. It covers accepted PG&E-Allocated Storage, CTA Self-Managed Storage procured from PG&E, and assignments of the foregoing storage capacity to others.

This schedule also provides the methodology for determining the quantity of gas inventory that may be sold to or purchased from a CTA by CGS, as amounts of PG&E-Allocated Storage change during the Storage Year. In addition, this schedule describes the calculation of the prices to be paid when such gas inventory is transferred.

CTAs and CGS may also take storage service under Schedule(s), G-SFS, G-NFS and/or G-NAS in conjunction with service under this rate schedule.

**TERRITORY:** Schedule G-CFS applies to the firm use of PG&E's storage facilities.

**STORAGE MONTHLY CHARGE:** CTAs, CGS, and others holding core firm storage will be billed each month based upon the amount of storage held for all or a portion of the current month. The monthly charge is calculated by multiplying the applicable monthly rate, shown below, by the inventory capacity held that month.

Reservation Charge per Dth per month ~~\$0.4157~~~~\$0.1913~~ (l)

**SHRINKAGE:** In-kind storage shrinkage is applicable to all injection quantities in accordance with gas Rule 21.

**SERVICE AGREEMENT:** A Gas Transmission Service Agreement (GTSA) (Form No. 79-866) and applicable exhibit(s) and an Electronic Commerce System User Agreement (Form No. 79-982) are required for CTAs and CGS taking service under this Rate Schedule.

**TERM:** Core firm storage is allocated for a one-year term starting on April 1 and ending on March 31 of the following year (Storage Year), and may be assigned by CTA and CGS under the provisions of Assignment Of Storage, specified below.

**NOMINATIONS:** Nominations are required for injections and withdrawals. See Rule 21 for details.

**ANNUAL INVENTORY/ INJECTION/ WITHDRAWAL:** This schedule provides the Annual Inventory including the firm injection and withdrawal capacities for CTAs and CGS. It also specifies month-end minimum inventory targets for CTAs and CGS. The Residual PG&E Core Storage Capacity is that portion of the Total Core Storage Requirement served by PG&E-owned storage facilities.

Annual Inventory (AI)

PG&E's current ~~Total~~Residual -Core Storage Capacity Reservation is:

Annual Inventory ~~5,175,000~~~~33,477,700~~ Dth

As described in Schedule G-CT, this quantity will decline during the seven-year period in which CTAs transition to Self-Managed Storage.

A CTA Group's Annual Inventory is calculated as follows:

Calculations are in Dth.

\* PG&E's gas tariffs are available on-line at www.pge.com.

(Continued)

<i>Advice</i>	<del>xxxx</del> <u>3937</u> -G	<i>Issued by</i>	<i>Date Filed</i>	<del>February-October</del> 14, 2019 <u>8</u>
<i>Decision</i>	16-06-056 and D.05-06-029	<b>Robert S. Kenney</b>	<i>Effective</i>	<del>February-April 18,</del> 2020 <u>18</u>



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 2

ANNUAL INVENTORY/ INJECTION/ WITHDRAWAL: (Cont'd.)

Group's Annual Inventory (AI) = [(Groups Winter Season Usage)/(PG&E's Winter Season Forecast)] \* (PG&E's Total Residual Core Storage Capacity Reservation)

Group's Winter Season Usage and PG&E's Winter Season Forecast are specified in Schedule G-CT.

Firm injection is available from April 1 through October 31. Firm withdrawal is available from November 1 through March 31. ~~In addition, firm summer withdrawal and winter injection are also available, as specified below.~~

For CTAs and CGS, the injection and withdrawal capacities will be fixed variable, as specified herein. ~~Maximum injection and withdrawal will be based upon the amount of gas in inventory at the time of injection or withdrawal (Current Inventory, CI). Maximum withdrawal capacity also depends on the time period during winter. Withdrawal Adjustment is used to provide additional withdrawal capacity during December and January when high loads are more likely to occur. Offsetting this increase in withdrawal capacity is a decrease in withdrawal capacity during February and March. The calculation for fixed variable injection and withdrawal capacities are as follows, in Dth.\*\*~~

$$\text{Injection Capacity (April through October)} = \frac{(AI * 207) - (CI * 92) 25,000}{5,175,000} 33,478$$

~~Use the Withdrawal Adjustment (WA) values in the table below with the Withdrawal Capacity equation to determine maximum withdrawal capacity for the corresponding time periods.~~

$$\text{Withdrawal Capacity (November through March)} = \frac{[AI * (970 + WA)] + (CI * 283)}{33,478}$$

Withdrawal Capacity (November) = (AI\*159,000)/5,175,000

Withdrawal Capacity (December - February) = (AI\*318,000)/5,175,000

Withdrawal Capacity (March) = (AI\*159,000)/5,175,000

Withdrawal Adjustment Table	
Time Period	Withdrawal Adjustment (WA)
November 1 through November 30	0
December 1 through January 15	122
January 16 through January 31	100
February 1 through February 14	(50)
February 15 through February 28/29	(100)
March 1 through March 31	(250)

(N)  
I  
(N)  
  
  
(T)

(For CTA Self-Managed Storage procured from an ISP and ISP Firm Storage, the calculation for the Fixed Equivalent Withdrawal (FEW) capacity rights is as follows (in Dth):  $W_{FEW} = (0.06145039) * AI$ .)

Firm Injection and Withdrawal Rights for Other Months for All CTAs and CGS

~~Firm withdrawal is available every day during the months of April through October for all CTAs and/or CGS. Firm injection is available every day during the months of November through March. The amount of injection or withdrawal capacity available to CTAs and/or~~

(Continued)

Advice	3884-G	Issued by	Date Filed	September <del>xx21,</del> 20197
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**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 2

~~CGS is dependent upon the storage held by a CTA or CGS. The calculation for capacity is shown below in Dth.~~

~~Injection or Withdrawal Capacity = (AI/33,477,700) \* 50,000~~

~~\*\* These formulas specify that as gas is injected or withdrawn throughout the seasons, the capability to inject or withdraw declines due to the physical operation of the storage fields.~~

(Continued)

<i>Advice</i>	3884-G	<i>Issued by</i>	<i>Date Filed</i>	September <del>xx21,</del> 2019 <del>7</del>
<i>Decision</i>	16-06-056	<b>Robert S. Kenney</b>	<i>Effective</i>	<del>April 1 February 8,</del> 2020 <del>48</del>



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 3

ANNUAL  
INVENTORY/  
INJECTION/  
WITHDRAWAL:  
(Cont'd.)

Injection Period Month-End Minimum Inventory Target Level

With the acceptance of the PG&E-Allocated Storage during the initial allocation of Core Firm Storage capacity, the CTAs and CGS must meet the storage inventory targets as set forth below. (In addition, CTA Self-Managed Storage procured from an ISP and ISP Firm Storage is subject to the same Month-End Minimum Inventory Target Levels for both Injection and Withdrawal Periods, as described in Schedule G-CT.) To the extent CGS/CTAs do not meet their minimum inventory targets, refer to Schedule G-CT.

(T)  
(N)  
(N)  
(N)

Date	Injection Period Month-End Minimum Inventory Target Level
By April 30	Annual Inventory/214 days x 30 days x 75%
By May 31	Annual Inventory/214 days x 61 days x 75%
By June 30	Annual Inventory/214 days x 91 days x 75%
By July 31	Annual Inventory/214 days x 122 days x 75%
By August 31	Annual Inventory/214 days x 153 days x 75%
By September 30	Annual Inventory/214 days x 183 days x 75%
By October 31	Annual Inventory/214 days x 214 days x 75%

(T)

~~If, by the end of a calendar month, a CTA or CGS fails to nominate and inject gas into accepted PG&E-Allocated Storage or CTA Self-Managed Storage procured from PG&E to meet the Injection Period Month-End Minimum Inventory Target Level, gas to meet the inventory target will become a negative supply transaction on the CTA's and/or CGS' Cumulative Imbalance Statement for that calendar month, as specified in Schedule G-BAL.~~

Withdrawal Period Month-End Minimum Inventory Target Level

Minimum storage inventories must be maintained by the CTAs and/or CGS during the firm withdrawal period. CTAs and/or CGS will not be permitted to withdraw gas below the following month-end inventory targets:

Date	Withdrawal Period Month-End Minimum Inventory Target Level
By November 30	80% x Annual Inventory
By December 31	50% x Annual Inventory
By January 31	15% x Annual Inventory
By February 28	5% x Annual Inventory
By March 31	0% x Annual Inventory

CURTAILMENT  
OF SERVICE:

Service under this schedule may be curtailed. See Rule 14 for details.

ASSIGNMENT OF  
STORAGE:

CTAs and CGS holding storage may assign all or part of their storage to a qualified Assignee for all or the remaining portion of the current Storage Year. An Assignee must have a current GTSA and applicable exhibits and an ECS in place and must have met the creditworthiness requirements of Rule 25 prior to PG&E consenting to an assignment.

(T)

(Continued)



**GAS SCHEDULE G-CFS  
CORE FIRM STORAGE**

Sheet 3

The CTA must submit an executed Assignment of PG&E Backbone Pipeline and Firm Storage Capacity Allocation (Form 79-867) to PG&E at least three (3) business days prior to the requested capacity utilization date. The assignment start date may be any date during the Storage Year, but the term of the assignment must conclude at the end of the current Storage Year, March 31. If the CTA has gas in inventory, they can request an inventory transfer of all or part of the commodity to the Assignee. PG&E will

(L)

(Continued)

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		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	



**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

**FIRM WINTER  
CAPACITY  
REQUIREMENT**

As a condition of a CTA providing gas aggregation services to Customers in a Group, during the Winter Season, November 1 through March 31, CTAs are required to meet the Firm Winter Capacity Requirement as specified below. The Firm Winter Capacity Requirement requires that the CTA contract for firm Backbone pipeline capacity or firm PG&E storage capacity and withdrawal rights equal to the Group's pro rata share of firm Backbone pipeline capacity PG&E has reserved for Core End-Use Customers.

The CTA may satisfy such Firm Winter Capacity Requirement in any combination of the following:

1. Under the terms of Schedules G-SFT or G-AFT, contract with PG&E for all or part of the CTA's path-specific proportionate share of firm Backbone pipeline capacity PG&E has reserved for Core End-Use Customers.
2. Contract with a party other than PG&E for guaranteed use of that party's firm Backbone pipeline capacity or for guaranteed use of that party's firm PG&E storage capacity and withdrawal rights in conjunction with Mission Path capacity under Schedules G-AA or G-NAA or use of third-party firm storage capacity.
3. Contract with PG&E for firm Backbone pipeline capacity or firm storage capacity and withdrawal rights in conjunction with Mission Path capacity under Schedules G-AA or G-NAA or use of third-party firm storage capacity.
4. A CTA may meet the Firm Winter Capacity Requirement by contracting with a party other than PG&E demonstrating firm gas delivery to the PG&E Citygate. 'Demonstrating firm gas delivery' cannot be met by providing a letter from the firm gas supplier guaranteeing Citygate delivery.

Capacity held to satisfy core firm storage requirements may not simultaneously be used to satisfy the Firm Winter Capacity requirement.

Should the CTA exercise Option 2, 3, or 4, above to satisfy the Firm Winter Capacity requirements for any winter month, the CTA shall be required to submit, within five (5) days of notification, an executed Declaration of Alternate Winter Capacity (Form No. 79-845, Attachment J).

If a CTA has fulfilled this Firm Winter Capacity Requirement and has A) incurred no instances of non-compliance with an Emergency Flow Order (EFO), and B) no more than one (1) such instance with a Low Inventory Operational Flow Order (OFO) as specified in Rule 14 for a two-year period, the CTA will no longer be required to meet this Firm Winter Capacity Requirement provided that the Firm Winter Capacity Requirement shall be reinstated for any CTA that subsequently fails to meet the requirements set forth in A) and B) of this paragraph.

**TOTAL CORE  
STORAGE  
REQUIREMENT,  
RESIDUAL PG&E  
CORE STORAGE,  
AND CTA  
STORAGE  
REQUIREMENT**

The ~~t~~total ~~e~~Core Storage Requirement is the amount of storage capacity (or allowed alternate resources) that ~~PG&E Core Gas Supply (CGS), and all~~ CTAs must hold to meet core reliability requirements. The Residual PG&E Core Storage Capacity is that portion of the Total Core Storage Requirement served by PG&E-owned storage facilities.

Total Core Storage Requirement Inventory Capacity: CONFIDENTIAL<sup>1</sup>

<sup>1</sup> Pursuant to Decision (D.)19-09-025, the Total Core Storage Requirement will be shared on a confidential basis with CTAs that execute nondisclosure agreements.

(Continued)

Advice xxxx4039-G

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**Robert S. Kenney**

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October 23, 2019 July 20, 2018



**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

Sheet 4

Residual PG&E Core Storage Inventory Capacity: 5,175,000 ~~33,477,700~~ Dth

Each CTA must satisfy its pro rata share of the Total Core Storage Requirement (such pro rata share being termed the CTA Storage Requirement). The CTA Storage Requirement shall be satisfied through a combination of the following: (1) PG&E-Allocated Core Firm Storage that the CTA accepts, or Alternate Resources that the CTA procures in lieu of acceptance of PG&E-Allocated Core Firm Storage; (2) CTA Self-Managed Storage procured from a CPUC-certified Independent Storage Provider (ISP) or from PG&E (if available); and (3) firm storage procured from a CPUC-certified ISP other than as an Alternate Resource or as part of the CTA Self-Managed Storage Program (ISP Firm Storage).

Requirements for injection and withdrawal capacities are discussed below and in Schedule G-CFS.

~~Injection and withdrawal capacity as stated in G-CFS. The capacities are a function of inventory and month of the year.~~

(Continued)

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**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

Sheet 5

**ALLOCATION OF  
TOTAL CORE  
FIRM STORAGE  
REQUIREMENT  
AND RESIDUAL  
PG&E CORE  
STORAGE:**

On an annual basis, PG&E will determine for each Group its CTA Storage Requirement, portion of the core firm Storage Requirement consisting of ~~core~~ firm inventory capacity and associated injection and withdrawal capacity (Initial Storage Requirement). The Initial Storage Requirement will be provided and adjusted by a Mid-Year Storage Requirement Adjustment, as described in the next section below. The Initial Storage Requirement and Mid-Year Storage Adjustment will be based on a Group's pro rata share of PG&E's ~~T~~total ~~C~~ore ~~F~~irm Storage Requirement, calculated as described below. A CTA shall satisfy its CTA Storage Requirement through a combination of PG&E-Allocated Core Firm Storage during the 7-Year Transition Period (discussed below), CTA Self-Managed Storage procured from an ISP or PG&E (to the extent available), and ISP Firm Storage. and will be calculated as described below.

By February 15 of each year, PG&E will calculate each Group's Initial Storage Requirement for the upcoming storage year of April 1 through March 31 (Storage Year) based upon the Customers in the Group for April of that year using the Direct Access Service Requests (DASRs) that have been processed to date. PG&E's determination of the CTA Storage Requirement for each Group will be based on the sum of the historical Winter Season gas usage for the Customers in the Group, unless otherwise agreed upon.

To determine each Group's CTA Storage Requirement, PG&E will calculate the ratio of the Group's Winter Season Usage to PG&E's total core Winter Season throughput, as adopted in PG&E's latest Cost Allocation Proceeding (CAP). This ratio, expressed as a percentage, will then be multiplied by the Annual Inventory embedded in the Total Core Storage Requirement to determine the amount of inventory that the CTA will be required to hold.

PG&E's adopted total core Winter Season throughput is: 177,032,109 Dth

PG&E shall use the same ratio, calculated above, multiplied by Residual PG&E Core Storage capacity to determine each Group's pro rata share of Residual PG&E Core Storage. and PG&E will be obligated to offer that storage capacity to the Group's CTA (PG&E-Allocated Storage). Pursuant to Decision (D.) 16-06-056, the procurement of storage services for CTAs shall transition from PG&E to the CTAs themselves (Self-Managed Storage) during a seven year period beginning April 1, 2018. During this period, PG&E will be obligated to offer a declining portion of the ~~CTA's~~ Storage Requirement, with the remaining unoffered portion converting to CTA Self-Managed Storage and, beginning April 1, 2020, ISP Firm Storage. By the end of the transition period, PG&E will not be obligated to offer any storage capacity to ~~the~~ CTAs, and all of ~~a~~ the CTA's Storage Requirement will be Self-Managed Storage or ISP Firm Storage. For additional terms and conditions, refer to the section below entitled CTA Self-Managed Storage. :- CTA SELF-MANAGED STORAGE.

Within ten (10) business days of PG&E's offer of a pro rata share of Residual PG&E Core Storage capacity, each CTA may, at its option, reject all or part of the offer. its Initial Storage Allocation. A CTA's failure to reject such offered storage capacity its Initial Storage Allocation by this deadline shall be deemed an acceptance thereof.

Each CGS/CTA's Storage Requirement shall be satisfied through a combination of: (1) PG&E-Allocated Storage accepted by the CTA, or Alternate Resources acquired by the CTA in lieu of acceptance of PG&E-Allocated Storage; (2) CTA Self-Managed Storage procured from an ISP or from PG&E (if available); and (3) ISP Firm Storage. Storage service provided by PG&E shall be pursuant to Schedule G-CFS. ~~core firm storage capacity shall be the sum of capacity shall be the sum of the capacity accepted PG&E-Allocated Storage plus any portion of the CTA's Self-Managed Storage that PG&E offers~~

(Continued)



**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

~~to provide and the CTA accepts. PG&E's storage will be provided under the terms of Schedule G-CFS.~~

Each CTA will be required to execute and shall be subject to the terms and conditions of a Core Firm Storage Requirement (Form No. 79-845, Attachment D) with PG&E. This Form shall specify the CTA's Storage Requirement, ~~consisting of~~ the portion of ~~the that~~ requirement that PG&E is obligated to offer (and the amounts accepted and rejected by the CTAs), ~~and~~ the portion of ~~the that~~ requirement that is Self-Managed (and the amounts of Self-Managed Storage procured from PG&E and ISP-(s)), and the portion of the requirement satisfied by ISP Firm Storage (and the amounts of Firm Storage procured from specific ISP(s)). In the event the CTA rejects a portion of the Initial PG&E-Allocated Storage, it must do so in increments of 10 percent (10%), (e.g., 10%, 20%, 30%, and so forth) up to 100 percent. When this storage is rejected, the CTA must certify Alternate Resources for each Winter month in amounts equivalent to the rejected withdrawal capacity, as more fully set forth elsewhere in this ~~rate~~-schedule. Gas in storage, for the purpose of providing core reliability, including gas stored using the accepted PG&E-Allocated Storage, may not incur encumbrances of any kind.

~~PG&E's determination of the Storage Requirement for each Group will be based on the sum of the historical Winter Season gas usage for the Customers in the Group, unless otherwise agreed upon.~~

~~To determine each Group's Storage Requirement, PG&E will calculate the ratio of the Group's Winter Season Usage to PG&E's total core Winter Season forecast throughput, as adopted in PG&E's latest Cost Allocation Proceeding (CAP). This ratio, expressed as a percentage, will then be multiplied by the Annual Inventory embedded in the total core Storage Requirement to determine the amount of inventory that will be allocated to the CTA. Annual Inventory and the calculations for the injection and withdrawal capacities are specified in Schedule G-CFS.~~

(Continued)

Advice 4039-G  
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Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Submitted  
Effective  
Resolution

November 2, 2018  
July 20, 2018



**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

Sheet 6

ALLOCATION OF  
TOTAL CORE  
FIRM STORAGE  
REQUIREMENT  
AND RESIDUAL  
PG&E CORE  
STORAGE  
(Cont'd.)

PG&E's total adopted core Winter Season throughput is: 177,032,109 Dth

(L)

MID-YEAR TOTAL  
CORE FIRM  
STORAGE  
REQUIREMENT  
ALLOCATION  
ADJUSTMENT  
FOR TOTAL  
CORE STORAGE  
REQUIREMENT  
AND RESIDUAL  
PG&E CORE  
STORAGE:

By August 15 of each year, PG&E will provide to ~~each the~~ CTAs a recalculated CTA Storage Requirement, ~~including each CTA's Self-Managed Storage~~, based upon the Customers in the CTA's Group for November of that year using the DASRs that have been processed to date. This recalculated CTA Storage Requirement (~~Mid-Year Storage Requirement Adjustment~~) will be compared to the Initial Storage Requirement for the current storage season for purposes of making the Mid-Year Storage Requirement Adjustment.

Increase In Load: If the increase in the Mid-Year Storage Requirement is greater than 10,000 decatherms, the CTA will have the option to satisfy part of the increase through acceptance of a pro rata increase in PG&E-Allocated Storage. The CTA must satisfy the remainder of the increase through Alternate Resources the CTA procures in lieu of acceptance of the increase in PG&E-Allocated Storage, Self-Managed Storage the CTA procures from an ISP or from PG&E (if available), and ISP Firm Storage. ~~accept an additional PG&E storage for both accepted PG&E-Allocated Storage, and Self-Managed Storage elected from PG&E, to the extent capacity is available, in ten percent (10%) increments of the amount offered.~~ Any such election of PG&E-Allocated Storage must be in increments of ten percent (10%) of the amount offered, and must be provided by the CTA to PG&E within ten (10) business days of PG&E's offer. The accepted storage capacity will be added to the CTA's storage account effective September 1.

If the increase in the Mid-Year Storage Requirement is less than or equal to 10,000 decatherms, the CTA's ~~s~~Storage Requirement will remain unchanged.

A CTA's failure to reject its mid-year storage offer by the deadline set by PG&E shall be deemed an acceptance of the entire amount.

For any accepted mid-year increase in PG&E-Allocated Storage, gas in PG&E's Core Gas Supply Department's storage account will be transferred to the CTA core firm storage account at a price and in the amounts specified in Schedule G-CFS. For any increase in Self-Managed Storage procured from PG&E, there will not be a similar any transfer of gas; the CTA will be responsible for meeting minimum inventory requirements.

PG&E's offer of additional storage capacity at mid-year will be contingent on the availability of storage capacity. As described below, there will be an auction of PG&E-Allocated Storage rejected by CTAs before the start of the storage year. Capacity sold at this auction, whether to CTAs or to other parties, will not be available to offer to CTAs at the mid-year adjustment. Similarly, left-over capacity retained by PG&E's Core Gas Supply Department for \$0.01/Dth/month, as described below, will not be available to offer to CTAs at mid-year. CTAs that are eligible for an increase in storage capacity at Mid-Year will be offered that capacity only to the extent that PG&E's Core Gas Supply Department and/or other CTAs (that accepted their initial PG&E-Allocated Storage) have experienced a decrease in load sufficient to require them to relinquish storage capacity.

(Continued)



**GAS SCHEDULE G-CT**  
**CORE GAS AGGREGATION SERVICE**

Sheet 6

Decrease In Load: If the decrease in the Mid-Year Storage Requirement is more than 10,000 decatherms, and the CTA has PG&E-Allocated Storage, the CTA must accept a proportional reduction in its PG&E-Allocated Storage effective September 1. For example, a CTA that experiences a 20% reduction between its Initial Storage Requirement and its Mid-Year Storage Requirement must relinquish 20% of its accepted initial PG&E-Allocated Storage. (L)

If the decrease in the Mid-Year Storage Requirement is less than or equal to 10,000 decatherms, the CTA's ~~s~~Storage Requirement will remain unchanged.

(Continued)

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**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

Sheet 8

CTA  
SELF-  
MANAGED  
STORAGE  
(Cont'd.)

As specified in the *Mid-Year Core Firm Storage Allocation Adjustment* section above, PG&E will provide to the CTAs recalculated CTA Storage Requirements, including each CTA's Self-Managed Storage. Any mid-year storage adjustment, either an increase or a decrease in capacity, will be apportioned between the CTA's PG&E-Allocated Storage and its Self-Managed Storage.

CTAs that are subject to a mid-year increase in their Storage Requirement must procure additional Self-Managed Storage from either PG&E (to extent available) or ISPs and filled to meet the same Month-end Minimum Inventory target level for the Injection Period as specified in gas rate schedule G-CFS.

CTAs that are subject to a mid-year decrease in their Storage Requirement may not reduce their Self-Managed Storage procured from PG&E.

CTAs that procure Self-Managed Storage from an ISP are subject to the section below entitled: Alternate Storage Resources ~~And~~ CTA Certification ~~for~~ CTA Self-Managed Storage ~~and~~ ISP Firm Storage. CTAs must provide Certification of Alternate Storage Resources for Self-Managed and ISP Firm Storage Capacity (Form No. 79-845M, Attachment M) for the entire storage year.

In Year 7 and each year after, PG&E shall continue to provide calculation of CTAs' Storage Requirements during the annual and mid-year storage processes. There will be no more PG&E-Allocated Storage. The full amount of the CTA Storage Requirement will be ISP Firm Storage and Self-Managed Storage ~~that~~ ~~and~~ may be procured from PG&E (to extent available) or ISPs. (L)

ISP FIRM  
STORAGE

Pursuant to D. 19-09-025, effective April 1, 2020, the overall capacity of PG&E-owned and operated natural gas storage facilities will be reduced. In addition, the PG&E-owned storage capacity assigned to Core Storage Service will be reduced to the Residual PG&E Core Storage Service described in Schedule G-CFS. Accordingly, to meet the Reliability Standard adopted in the Decision, CTAs, must make up the storage shortfall by contracting for additional firm storage services with ISPs. Such firm storage service (ISP Firm Storage) is over and above any storage service that CTAs may already be taking from ISPs under the Alternate Resource requirements or the CTA Self-Managed Storage program.

CTAs shall meet these incremental firm storage requirements with firm storage capacity procured from a CPUC-certified ISP (or from PG&E if available). In total, the CTA Storage Requirement shall be fulfilled by a combination of the following: (1) PG&E-Allocated Storage that the CTA accepts, or Alternate Resources that the CTA procures in lieu of accepting PG&E-Allocated Storage; (2) Self-Managed Storage that the CTA procures from ISPs or from PG&E (if available); and (3) ISP Firm Storage.

CTAs shall continue to comply with the seven-year Transition Period during which PG&E-Allocated Storage (or Alternate Resources) is phased out and CTA Self-Managed Storage is phased in. Because holding sufficient amounts of firm storage capacity is critical to providing reliable service to core customers, CTAs will be required to provide verification of storage procured from ISPs to PG&E Gas Operations. Such verification must demonstrate that the storage service complies with the guidelines in Form 79-845M and referenced in the section below entitled *Alternate Storage Resources and CTA Certification for CTA Self-Managed Storage and ISP Firm Storage.*

(Continued)





**GAS SCHEDULE G-CT  
CORE GAS AGGREGATION SERVICE**

ALTERNATE STORAGE RESOURCES AND CTA CERTIFICATION FOR CTA SELF-MANAGED STORAGE AND ISP FIRM STORAGE:

Each year CGS/CTAs will be required to certify Alternate Storage Resources, in like amounts, for Self-Managed Storage not elected from PG&E and for ISP Firm Storage, as described below. On a monthly basis (summer and winter), CTAs shall submit an executed Certification of Alternate Storage Resources for Self-Managed Storage Capacity and ISP Firm Storage Capacity (Form No. 79-845M, Attachment M). PG&E will not require these certifications earlier than ten (10) business days prior to the beginning of each month. This form will not be required ~~if~~for Self-Managed Storage ~~is~~ procured from PG&E. Certified Alternate Storage Resources may not simultaneously be used to fulfill both Attachment J and Attachment I. CTAs shall procure Alternate Storage Resources from an ISP as outlined on the Attachment M with the following:

1. Fixed Equivalent Withdrawal (FEW) rights ~~or variable equivalent withdrawal rights each month equal to those amounts available~~ under Schedule G-CFS; and
2. Month-end minimum inventory target levels equal to those levels required under Schedule G-CFS. To the extent CGS/CTAs do not meet their minimum inventory targets, there will be a noncompliance fee calculated based on the monthly tiered rate from the Cashout Pricing as specified in Schedule G-BAL and will be calculated cumulatively based on the tier shortfall storage inventory volume as shown in the table and the categories below.

Storage Inventory Noncompliance Fee Mechanism		
Tier	Storage Inventory Noncompliance Fee	Tier Shortfall Volume Calculated based on Cumulative Storage Inventory Targets
Tier 1	25%*Weighted Under Delivery (WUD) Index	up to 10% of month-end minimum target
Tier 2	50%*Under Delivery (UD) Index	greater than 10% of month-end minimum target

Additionally, pursuant to D.19-09-025, PG&E shall submit a quarterly report to the CPUC's Energy Division that lists the CGS/CTAs that are not complying with the core gas storage requirements.

The CTA must satisfy the Alternate Storage Resource requirement with any combination of the following:

(Continued)



Advice 4170-G  
October 23, 2019

## **Attachment 3**

**Proposed Quarterly Report Template**

## ATTACHMENT 3

### PROPOSED QUARTERLY REPORT TEMPLATE: (to be filed CONFIDENTIAL)

No.	Description	Source of Data	Sample Data for ISP Storage	Sample Data for PG&E Storage
1.	Quarterly Report (Quarter-Year)	Current Quarter	Q2-2020	Q2-2020
2.	Date of Report	Current Date	6/5/2020	6/5/2020
3.	Verification Month	Month that PG&E verifies the previous month-end inventory	May 2020	June 2020
4.	Customer Name	ISP contract & monthly inventory report; PG&E CFS Exhibit	Core Procurement Group legal name	Core Procurement Group legal name
5.	Storage Provider Name (PG&E Storage or ISP Firm Storage)	ISP contract & monthly inventory report; PG&E CFS Exhibit	ISP legal name	PG&E Storage
6.	Certification Source (Attachment M, Minimum Inventory Check)	ISP contract & monthly inventory report; PG&E CFS Exhibit	Attachment M	Results from Minimum Inventory Check Process
7.	Contract Start Date	ISP contract & monthly inventory report; PG&E CFS Exhibit	4/1/2020	4/1/2020
8.	Contract End Date	ISP contract & monthly inventory report; PG&E CFS Exhibit	3/31/2021	3/31/2021
9.	Service Schedule Type/Rate Schedule	ISP contract & monthly inventory report; PG&E CFS Exhibit	FSS	G-CFS
10.	Inventory Account / Contract Number	ISP contract & monthly inventory report; PG&E CFS Exhibit	xxxHUBxxx	xxxxCFSxxx
11.	Inventory Capacity (Dth)	Attachment M for ISP Storage and Minimum Inventory Check for PG&E Storage	45,000	45,000
12.	Max Daily Inj Qty (Dth/day/month)	ISP contract & monthly inventory report; PG&E CFS Exhibit	250	250

<b>No.</b>	<b>Description</b>	<b>Source of Data</b>	<b>Sample Data for ISP Storage</b>	<b>Sample Data for PG&amp;E Storage</b>
13.	Max Daily Wdl Qty (Dth/day/month)	ISP contract & monthly inventory report; PG&E CFS Exhibit	1,750	1,750
14.	Current Inventory Account - Gas Balance (Dth)	ISP contract & monthly inventory report; PG&E CFS Exhibit	4,300	7,500
15.	Out of Compliance Month / End of Month	ISP contract & monthly inventory report; PG&E CFS Exhibit	Apr-2020	May-2020
16.	Month-End Target Level	Obtained from Rate Schedule G-CFS	11%	21%
17.	Inventory Account - Month-End Minimum Target Level Gas Balance (Dth)	Calculated	4,731	9,620
18.	Compliance (Yes/No)	Decision Formula	No	No
19.	Total Shortfall Volume (Dth)	Calculated	431	2,120
20.	Shortfall Volume - % of Month-End Minimum Target Level	Calculated	9%	22%
21.	Shortfall Volume - Under Tier 1 (G-BAL)	Calculated	431	962
22.	Shortfall Volume - Under Tier 2 (G-BAL)	Calculated	0	1,158
23.	Out of Compliance Month Noncompliance Fee for Tier 1 - < = 10% (G-BAL)	Obtained from Schedule G-BAL	\$2.73210	\$2.77150
24.	Noncompliance Fee for Tier 1 - < = 10% (WUD*25%)	Calculated	\$ 0.6830	\$ 0.6929
25.	Out of Compliance Month Noncompliance Fee for Tier 2 - > 10% (G-BAL)	Obtained from Schedule G-BAL	\$3.43800	\$4.24950
26.	Noncompliance Fee for Tier 2 - > 10% (UD*50%)	Calculated	\$1.71900	\$2.12475
27.	Total Noncompliance Charge (\$) (Tier 1 Dth*WUD*25%) + (Tier 2 Dth*UD*50%)	Calculated	\$294.38	\$3,127.01
28.	Resolution - CTA Met Minimum Inventory Compliance (Month/Year Resolved)	Obtained from next month's gas storage inventory verification	Jun-20	Jul-20

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	
	Energy Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole	Evaluation + Strategy for Social Innovation	Regulatory & Cogeneration Service, Inc.
	GenOn Energy, Inc.	SCD Energy Solutions
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz & Ritchie	
BART	Green Charge Networks	SCE
	Green Power Institute	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Hanna & Morton	
P.C. CalCom Solar	ICF	SPURR
California Cotton Ginners & Growers Assn	International Power Technology	San Francisco Water Power and Sewer
California Energy Commission	Intestate Gas Services, Inc.	Seattle City Light
California Public Utilities Commission	Kelly Group	Sempra Utilities
California State Association of Counties	Ken Bohn Consulting	Southern California Edison Company
Calpine	Keyes & Fox LLP	Southern California Gas Company
	Leviton Manufacturing Co., Inc. Linde	Spark Energy
Cameron-Daniel, P.C.	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
Casner, Steve	Los Angeles Dept of Water & Power	Sunshine Design
Cenergy Power	MRW & Associates	Tecogen, Inc.
Center for Biological Diversity	Manatt Phelps Phillips	TerraVerde Renewable Partners
City of Palo Alto	Marin Energy Authority	Tiger Natural Gas, Inc.
	McKenzie & Associates	
City of San Jose	Modesto Irrigation District	TransCanada
Clean Power Research	Morgan Stanley	Troutman Sanders LLP
Coast Economic Consulting	NLine Energy, Inc.	Utility Cost Management
Commercial Energy	NRG Solar	Utility Power Solutions
County of Tehama - Department of Public Works		Utility Specialists
Crossborder Energy	Office of Ratepayer Advocates	
Crown Road Energy, LLC	OnGrid Solar	Verizon
Davis Wright Tremaine LLP	Pacific Gas and Electric Company	Water and Energy Consulting Wellhead Electric Company
Day Carter Murphy	Peninsula Clean Energy	Western Manufactured Housing Communities Association (WMA)
		Yep Energy
Dept of General Services		
Don Pickett & Associates, Inc.		
Douglass & Liddell		