

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4231G
As of May 4, 2020

Subject: Clean-Up of Gas Schedule G-CT and related forms

Division Assigned: Energy

Date Filed: 03-30-2020

Date to Calendar: 04-03-2020

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	04-01-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

March 30, 2020

Advice 4231-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Clean-Up of Gas Schedule G-CT and related forms

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits revisions to Gas Schedule G-CT – *Core Gas Aggregation Service* and related forms. The affected tariff sheets are listed on the enclosed Attachment 1.

Background

The purpose of this advice letter is to consolidate language in Gas Schedule G-CT and related forms that was approved and submitted in multiple advice letters.

On October 23, 2019, PG&E submitted advice letter 4170-G to modify 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. On February 10, 2020, the CPUC issued a Disposition Letter approving advice letter 4170-G with an effective date of November 22, 2019.¹

On December 11, 2020, PG&E submitted advice letter 4190-G to Gas Rate Schedule G-CT and Attachment I, Including Related Forms, and Proposal to Allow CTAs to Use Alternate Resources in Compliance with Ordering Paragraph 5 of Resolution G-3537. On March 9, 2020, the CPUC issued a Disposition Letter approving advice letter 4190-G with an effective date of February 27, 2020.²

Upon submittal of Advice 4190-G, PG&E noted in the footnote 2 that:

PG&E will perform a clean-up Advice submittal of the related tariffs and forms that references Self-Managed Storage after PG&E receives Commission approval of the pending Advice 4170-G.

¹ https://www.pge.com/tariffs/assets/pdf/adviceletter/GAS_4170-G.pdf

² https://www.pge.com/tariffs/assets/pdf/adviceletter/GAS_4190-G.pdf

Tariff Revisions

The tariff revisions are outlined below related to the use of Alternate Resources that was approved in Advice 4190-G, incorporating Alternate Resources into the following forms for the purpose of documentation to record CTA elections with its associated CTA certification forms under the CTA Agreement. In addition, where tariffs have been revised, the redlines of the current tariffs are provided as Attachment 2.

- Attachment D (Gas Form 79-845D) – Added language and column to allow tracking in form to allow use of Alternate Resources (Attachment I) for Self-Managed Storage (approved in Advice 4190-G).
- Attachment M (Gas Form 79-845M) – Removed words “Self-Managed Storage” to show “CTA Storage Requirement” in column of form because this form can be used for both Self-Managed Storage and ISP Firm Storage (approved in Advice 4170-G).
- CTA Agreement (Gas Form 79-845) – Added language in form to allow use of Alternate Resources for Self-Managed Storage (approved in Advice 4190-G).

This advice letter does not propose any new modifications to Gas Schedule G-CT and related forms. PG&E is merely consolidating tariff language that has already been submitted with and approved by the Commission.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than April 20, 2020, which is 21 days³ after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th 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:

³ March 31, 2020 is a CPUC holiday; therefore, PG&E is extending the protest period by one day.



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 U39G)

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) #: 4231-G

Tier Designation: 1

Subject of AL: Clean-Up of Gas Schedule G-CT and related forms

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 #:

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: 4/1/20

No. of tariff sheets: 18

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 proposed¹: N/A

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

¹Discuss 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

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

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.
35774-G	Gas Sample Form No. 79-845 Core Gas Aggregation Service Agreement Sheet 1	33705-G
35775-G	Gas Sample Form No. 79-845D Core Gas Aggregation Service Agreement ATTACHMENT D - Core Firm Storage Requirement Sheet 1	33706-G
35776-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
35777-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 4	34645-G
35778-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 5	
35779-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 6	34646-G
35780-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 7	35722-G
35781-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 8	34648-G
35782-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 9	35530-G
35783-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 10	35531-G
35784-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 11	
35785-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 12	35532-G
35786-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 13	35533-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
35787-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 14	35534-G
35788-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 15	34654-G
35789-G	GAS TABLE OF CONTENTS Sheet 1	35741-G
35790-G	GAS TABLE OF CONTENTS Sheet 3	35731-G
35791-G	GAS TABLE OF CONTENTS Sheet 11	35537-G



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

Sheet 1

**Please Refer to Attached
Sample Form**

CORE GAS AGGREGATION SERVICE AGREEMENT

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

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

TERM OF AGREEMENT

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

ATTACHMENTS

- (A) Customer Authorization for Core Gas Aggregation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.
- (B) Core Transport Group Summary (Group Summary). This Attachment is no longer in use.
- (C) Allocation of Firm Pipeline Capacity (Pipeline Capacity Allocation). In accordance with Schedule G-CT, the CTA will be offered an allocation for each month in the capacity allocation period, of a pro rata share of the firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Gas Transmission – Northwest Corporation (GTN), Foothills Pipe Lines Ltd. (Foothills), NOVA Gas Transmission Ltd. (NGTL), PG&E's Backbone Transmission System paths, Ruby Pipeline, El Paso Natural Gas Company, Kern River Gas Transmission, and Transwestern Pipeline Company (each of which is a Pipeline and, collectively, the "Pipelines"), which will be identified in Attachment C of this Agreement. If CTA has multiple CTA Agreements, the allocated volumes for Attachment(s) C with the same term will be combined and considered as one direct allocation with the Pipelines, unless otherwise agreed by the Parties. Executed Attachment C will record capacity amounts allocated and rejected.
- (D) Core Firm Storage Requirement (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity, 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 or Alternate Resources procured by the CTA, 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

- (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

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

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

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

Core Transport Agent:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ <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



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) or Alternate Resource procured by the CTA, 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) or Alternate Resource procured by the CTA, 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 ¹ (Dth ²): _____
--	---

All CTAs' Percentage of Total Core Winter Load (%): _____	Number of Accounts: _____
---	---------------------------

¹ ACQ=Annual Contract Quantity

² 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, E, and G, are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C, E, and G must sum to column A. Columns D, F, and H are the CTA's corresponding Dth elections, columns D, F, and H must sum to column B.

Row	Term	Self-Managed Storage		Procured from PG&E (Requested Amount) ³		Procured from ISP		Use Alternate Resources - (Attachment I)	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)	% (G)	Dth (H)=B-D-F
3	Initial Storage								

³ 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) ⁴		Accepted by CTA ⁵		Rejected by CTA ⁵	
		% (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, E, and G are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C, E, and G must sum to column A. Columns D, F, and H are the CTA's corresponding Dth elections, columns D, F, and H 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) ⁶		Procured from ISP		Use Alternate Resources - (Attachment I)	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)	% (G)	Dth (H)=B-D-F
6	Mid-Year Storage Adjustment								

⁴ 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.

⁵ 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.

⁶ 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 and Self-Managed Storage 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 and ISP Firm 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 (2D+5D)	
8	Total Rejected PG&E-Allocated Storage Capacity (requires Attachment I) (2F+5F)	
9	PG&E-Allocated Storage Subtotal (7+8)	
10	Total Self-Managed Storage from PG&E (3D+6D)	
11	Total Self-Managed Storage from ISP (requires Attachment M) (3F+6F)	
12	Total Self-Managed Storage Using Alternate Resources (requires Attachment I) (3H+6H)	
13	Self-Managed Storage Subtotal (10+11)	
14	ISP Firm Storage (requires Attachment M) (1B+4B)	
15	CTA'S TOTAL STORAGE REQUIREMENT (9+13+14)	



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 4231-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2020
April 1, 2020

CORE GAS AGGREGATION SERVICE AGREEMENT



ATTACHMENT M

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

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

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 (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: • Commission-Certified Independent Storage Provider other than PG&E • Must meet minimum gas supply pursuant to G-CFS	ISP Name: <hr/> ISP Contract Number¹: <hr/> ISP Contract Start Date: <hr/> ISP Contract End Date:			

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

¹ 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-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: CONFIDENTIAL¹

(T)
|
(T)
(T)

¹ 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. PG&E will also share with California Public Advocates Office and The Utility Reform Network (TURN) the total core storage requirement on confidential basis, as appropriate.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 6

ALLOCATION OF TOTAL CORE STORAGE REQUIREMENT AND RESIDUAL PG&E CORE STORAGE (Cont'd):	<p>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.</p> <p>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.</p> <p>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.</p>	<p>(T)/(L)</p> <p> </p> <p>(T)/(L)</p> <p>(T)/(L)</p> <p> </p> <p>(T)/(L)</p> <p> </p> <p>(L)</p> <p>(T)/(L)</p> <p> </p> <p>(L)</p> <p>(T)/(L)</p> <p>(L)</p> <p>(L)</p> <p>(D)</p> <p>(D)</p>
MID-YEAR ALLOCATION ADJUSTMENT FOR TOTAL CORE STORAGE REQUIREMENT AND RESIDUAL PG&E CORE STORAGE:	<p>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.</p> <p><u>Increase In Load:</u> 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 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.</p> <p>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.</p>	<p>(T)</p> <p> </p> <p>(T)</p> <p>(T)</p> <p> </p> <p>(T)</p> <p>(T)</p> <p>(T)</p>

(Continued)



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

Sheet 7

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

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.

(L)
(T)/(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.

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

(L)

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 Storage Requirement will remain unchanged.

(L)
(T)/(L)

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.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 8

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.

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

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.

(L)
|
|
|
|
|
|
(L)

(Continued)



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

Sheet 9

CTA SELF-MANAGED STORAGE (Cont'd.)

Year	Transition Period Year	Percentage of Residual PG&E Core Storage Quantity that is PG&E-Allocated Storage	Percentage of Residual PG&E Core Storage that is Self-Managed--procured from PG&E or ISPs	Percentage of Residual PG&E Core Storage that is Self-Managed and that CTA may Procure from PG&E, to the extent available (in 10% increments)
1	April 2018 – March 2019	90%	10%	0% - 10%
2	April 2019 – March 2020	80%	20%	0% - 20%
3	April 2020 – March 2021	70%	30%	0% - 30%
4	April 2021 – March 2022	60%	40%	0% - 40%
5	April 2022 – March 2023	40%	60%	0% - 60%
6	April 2023 – March 2024	20%	80%	0% - 80%
7	April 2024 – March 2025 & Beyond	0%	100%	0% - 100%

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

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.

CTAs that decline to procure Self-Managed Storage have the option to use Alternate Resources in the third and subsequent years of the Self-Managed Storage by submitting Attachment I – Certification of Alternate Resources (Form 79-845I).

(L)
|
(N)
|
(N)
(L)
|
(L)

(Continued)



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

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

Tier	Storage Inventory Noncompliance Fee Mechanism	
	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:

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.

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

(Continued)

(N)
(N)
(L)
(L)



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

Sheet 14

TREATMENT OF
CTA-REJECTED
FIRM PIPELINE
CAPACITY AND
FIRM STORAGE
INVENTORY
CAPACITY
(Cont'd.):

PG&E will offer Pipeline capacity on the following basis (cont'd):

(L)

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.

To the extent Net CTA-Rejected Capacity remains unallocated after the initial auction of Pipeline capacity prior to each capacity allocation period, PG&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 only to the first month of the Pipeline capacity allocation period, that is, to the capacity for use during the next immediate month. To the extent Net CTA-Rejected Capacity remains unallocated after each subsequent monthly Pipeline capacity auction during the capacity allocation period, PG&E's Core Gas Supply Department will similarly be deemed to have bid a reservation rate of \$0.01/Dth/month for such capacity, but only for the first month that capacity is offered in each auction.

PG&E's Core Gas Supply Department will retain these unallocated Pipeline capacity amounts in its contracts with the various Pipelines, and will have rights to use and/or release this capacity in the same manner as its other capacity holdings. The \$0.01/Dth/month effective reservation rate will be credited against the costs otherwise owed by the CTAs to PG&E in the same manner as the auction proceeds. The CTAs will be responsible for all other reservation costs associated with these Pipeline capacities, other than the \$0.01/Dth/month rate.

PG&E will offer storage capacity to the marketplace once a year, prior to the start of the annual Storage Year (April - March). PG&E will not offer rejected storage capacity to the market following the Mid-Year Storage Allocation Adjustment or at any other time. PG&E will offer storage capacity on the following basis:

1. Only 12-month bids will be acceptable. Contracts for multiple products (transmission and storage service) on one or more pipelines may not be bundled together.
2. Any reservation rate greater than zero will be acceptable.
3. The minimum acceptable bid quantity will be the lesser of (i) ten thousand (10,000) Dth of inventory plus associated injection and withdrawal rights, or (ii) the total storage capacity offered.
4. Injection and withdrawal rights will be allocated in the proportions indicated earlier under Allocation Of Core Firm Storage.
5. Storage contracts will be awarded for the entire Storage Year 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 available storage capacity at a given price, the bidders will each be awarded a pro rata amount of the available storage capacity.
6. Bidders must satisfy all applicable creditworthiness requirements for the awarded storage capacity specified in PG&E's Tariffs.

(L)

(Continued)



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

Sheet 15

TREATMENT OF CTA-REJECTED FIRM PIPELINE CAPACITY AND FIRM STORAGE INVENTORY CAPACITY (Cont'd.):	To the extent Net CTA-Rejected Capacity remains unallocated after the initial auction of Storage capacity prior to the annual capacity allocation period, PG&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&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. PG&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&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.	(L)
ASSIGNMENT:	PG&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&E's creditworthiness requirements. 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. For PG&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.	
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:	Customers must meet PG&E's creditworthiness standards as set forth in Rules 6 and 7. Customers who have established credit with PG&E will not be required to pay an additional or new deposit to be eligible for service under this schedule. The CTA must meet the requirements specified in Rule 23 and Rule 25 before it may provide gas aggregation services under this schedule.	(L)



GAS TABLE OF CONTENTS

Sheet 1

TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page	35789 -G	(T)
Rate Schedules	35653, 35790 -G	(T)
Preliminary Statements.....	35645,35068-G	
Preliminary Statements, Rules	35742-G	
Rules, Maps, Contracts and Deviations.....	35656-G	
Sample Forms	34229,32986,32987,32886, 35791 ,32888-G	(T)

(Continued)

Advice 4231-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2020
April 1, 2020



GAS TABLE OF CONTENTS

Sheet 3

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
-----------------	-----------------------	-----------------------------

**Rate Schedules
Non-Residential**

G-AFTOFF	Annual Firm Transportation Off-System	30657,35591,22057-G
G-SFT	Seasonal Firm Transportation On-System Only	30678,35601,22178-G
G-AA	As-Available Transportation On-System.....	30651,35588-G
G-AAOFF	As-Available Transportation Off-System.....	30653,35589-G
G-NFT	Negotiated Firm Transportation On-System	30666,30667,30668-G
G-NFTOFF	Negotiated Firm Transportation Off-System	30669,30670,30671-G
G-NAA	Negotiated As-Available Transportation On-System	30660,30661,22184-G
G-NAAOFF	Negotiated As-Available Transportation Off-System	30662,30663-22913-G
G-OEC	Gas Delivery To Off-System End-Use Customers.....	30674,22264-G
G-CARE	CARE Program Service for Qualified Nonprofit Group Living and Qualified Agricultural Employee Housing Facilities.....	23367-G
G-XF	Pipeline Expansion Firm Intrastate Transportation Service	35604,35309-G
G-PARK	Market Center Parking Service.....	33953,18177-G

**Rate Schedules
Other**

G-LEND	Market Center Lending Service	33945,18179-G	
G-CT	Core Gas Aggregation Service	31674,31675,31676, 35777,35778,35779,35780, 35781,35782,35783,35784,35785,35786,35787,35788-G	(T) (T)
G-CRED	Billing Credits for CTA-Consolidated Billing.....	20063-G	
G-SUR	Customer-Procured Gas Franchise Fee Surcharge	35674-G	
G-PPPS	Gas Public Purpose Program Surcharge.....	33026,23704-G	
G-ESP	Consolidated Pacific Gas and Electric Company Billing Services to Core Transport Agents	21739-G	
G-OBF	On-Bill Financing Loan Program	34948,34949,34950-G	
G-OBR	On-Bill Repayment (OBR) Pilots	31548-31554-G	
G-SOP	Residential Gas SmartMeter™ Opt-Out Program.....	31912,31913-G	

**Rate Schedules
Experimental**

G-NGV1	Experimental Natural Gas Service for Compression on Customers Premises.....	35689,27653-G
G-NGV2	Experimental Compressed Natural Gas Service	35690,27655-G
G-NGV4	Experimental Gas Transportation Service to Noncore Natural Gas Vehicles	35596,35725,27658-G
G-LNG	Experimental Liquefied Natural Gas Service	35724,21890-G

(Continued)

Advice 4231-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2020
April 1, 2020



GAS TABLE OF CONTENTS

Sheet 11

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Sample Forms Non-Residential		
79-1026	Authorization to Revise Nominating Marketer on Exhibit C and D of Form No. 79-756 - Natural Gas Service Agreement.....	34427-G
79-762	Imbalance Trading Form for Schedule G-BAL Service.....	34441-G
79-788	Agreement for Adjustment for Natural Gas Energy Efficiency Measures	30313-G
79-796	Notice of Gas Storage Inventory Transfer	34442-G
79-845	Core Gas Aggregation Service Agreement	35774-G (T)
79-845A	Core Gas Aggregation Service Agreement -- ATTACHMENT A - Customer Authorization for Core Gas Aggregation Service.....	34078-G
79-845C	Core Gas Aggregation Service Agreement -- ATTACHMENT C - Assignment of Firm Pipeline Capacity	32734-G
79-845D	Core Gas Aggregation Service Agreement -- ATTACHMENT D - Core Firm Storage Declarations Allocation, Assignment or Rejection of Storage for CTA	35775-G (T)
79-845F	Core Gas Aggregation Service Agreement -- ATTACHMENT F -- Formal Communications Between Parties	30892-G
79-845G	Core Gas Aggregation Service Agreement -- ATTACHMENT G -- Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity.....	29999-G
79-845H	Core Gas Aggregation Service Agreement -- ATTACHMENT H -- Authorization for Early Termination	30000-G
79-845I	Core Gas Aggregation Service Agreement -- ATTACHMENT I -- Certification of Alternate Resources for Rejected Storage Withdrawal Capacity.....	35529-G
79-845J	Core Gas Aggregation Service Agreement -- ATTACHMENT J -- Declaration of Alternate Firm Winter Capacity	32798-G
79-845K	Core Gas Aggregation Service Agreement -- ATTACHMENT K -- Core Transport Agent Billing Agreement.....	30003-G
79-845L	Core Gas Aggregation Service Agreement -- ATTACHMENT L - Consolidated PG&E Billing.....	34630-G
79-845M	Core Gas Aggregation Service Agreement -- ATTACHMENT M - Certification of Alternate Storage Resources for Self-Managed Storage Capacity.....	35776-G (T)
79-983	Request for Re-classification from Noncore Service to Core Service.....	30028-G
79-866	Gas Transmission Service Agreement.....	30893-G
79-866E	Gas Transmission Service Agreement -- EXHIBIT E - Golden Gate Market Center Negotiated Firm Storage Service.....	30894*-G
79-866L	Gas Transmission Service Agreement -- EXHIBIT L - Golden Gate Market Center Core Firm Storage Service.....	33209-G
79-867	Assignment of Gas Transmission.....	34443-G
79-868	California Gas Transmission Credit Application	34444-G
79-869	Noncore Balancing Aggregation Agreement	34445-G
79-941	Nomination Authorization Form.....	34448-G
79-944	California Production Balancing Agreement.....	34449-G
79-946	California Production Cumulative Imbalance Trading Form	34450-G
79-947	Request for California Gas Transmission Market Center Balance Transfer.....	34451-G
79-971	Election for Self-Balancing Option.....	30025-G
79-982	Electronic Commerce System-User Agreement.....	30711-G
79-1140	CTA Unrecovered Capacity Cost Invoice	30713-G
79-1147	Authorization or Revocation of Authorization to Receive Customers Usage Information	34436-G

(Continued)

Advice 4231-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2020
April 1, 2020

Advice 4231-G
March 30, 2020

Attachment 2

Redline Tariffs

CORE GAS AGGREGATION SERVICE AGREEMENT

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

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

TERM OF AGREEMENT

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

ATTACHMENTS

- (A) Customer Authorization for Core Gas Aggregation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.
- (B) Core Transport Group Summary (Group Summary). This Attachment is no longer in use.
- (C) Allocation of Firm Pipeline Capacity (Pipeline Capacity Allocation). In accordance with Schedule G-CT, the CTA will be offered an allocation for each month in the capacity allocation period, of a pro rata share of the firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Gas Transmission – Northwest Corporation (GTN), Foothills Pipe Lines Ltd. (Foothills), NOVA Gas Transmission Ltd. (NGTL), PG&E's Backbone Transmission System paths, Ruby Pipeline, El Paso Natural Gas Company, Kern River Gas Transmission, and Transwestern Pipeline Company (each of which is a Pipeline and, collectively, the "Pipelines"), which will be identified in Attachment C of this Agreement. If ~~CTA has multiple CTA~~ Agreements, the allocated volumes for Attachment(s) C with the same term will be combined and considered as one direct allocation with the Pipelines, unless otherwise agreed by the Parties. Executed Attachment C will record capacity amounts allocated and rejected.
- (D) Core Firm Storage Requirement (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity, 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 or Alternate Resources procured by the CTA, 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

- (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

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

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

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

Core Transport Agent:

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
<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

~~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) or Alternate Resource procured by the CTA, 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) or Alternate Resource procured by the CTA, 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 ¹ (Dth ²):	_____
--	-------	---------------------------------------	-------

All CTAs' Percentage of Total Core Winter Load (%):	_____	Number of Accounts:	_____
---	-------	---------------------	-------

¹ ACQ=Annual Contract Quantity

² 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, E, and G, are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C, E, and G must sum to column A. Columns D, F, and H are the CTA's corresponding Dth elections, columns D, F, and H must sum to column B.

Row	Term	Self-Managed Storage		Procured from PG&E (Requested Amount) ³		Procured from ISP		<u>Use Alternate Resources - (Attachment I)</u>	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)	% (G)	Dth (H)=B-D-F
3	Initial Storage								

³ 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) ⁴		Accepted by CTA ⁵		Rejected by CTA ⁵	
		% (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, and G~~ are the CTA's % elections (in 10% increments of total CTA Storage Requirement), columns C, ~~and E, and G~~ must sum to column A. Columns D, ~~and F, and H~~ are the CTA's corresponding Dth elections, columns D, ~~and F, and H~~ 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) ⁶		Procured from ISP		Use Alternate Resources - (Attachment I)	
		% (A)	Dth (B)	% (C)	Dth (D)=(C/A)*(B)	% (E)	Dth (F)=(E/A)*(B)	% (G)	Dth (H)=B-D-F
6	Mid-Year Storage Adjustment								

⁴ 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.

⁵ 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.

⁶ 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 and Self-Managed Storage 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 and ISP Firm 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	PG&E-Allocated Storage Subtotal (7+8)	
10	Total Self-Managed Storage from PG&E (3D+6D)	
11	Total Self-Managed Storage from ISP (requires Attachment M) (3F+6F)	
<u>12</u>	<u>Total Self-Managed Storage Using Alternate Resources (requires Attachment I) (3H+6H)</u>	
<u>13</u>	Self-Managed Storage Subtotal (10+11)	
<u>14</u>	ISP Firm Storage (requires Attachment M) (1B+4B)	
<u>15</u>	<u>CTA'S TOTAL ALLOCATED STORAGE REQUIREMENT</u> (9+1<u>3</u>+<u>14</u>)	



CORE GAS AGGREGATION SERVICE AGREEMENT
ATTACHMENT D
CORE FIRM STORAGE REQUIREMENT

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

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

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: • Commission-Certified Independent Storage Provider other than PG&E • Must meet minimum gas supply pursuant to G-CFS	ISP Name: <hr/> ISP Contract Number¹: <hr/> ISP Contract Start Date: <hr/> ISP Contract End Date:			

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

¹ 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-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 Ttotal 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: CONFIDENTIAL¹

¹ 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. PG&E will also share with California Public Advocates Office and The Utility Reform Network (TURN) the total core storage requirement on confidential basis, as appropriate.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 4

Residual PG&E Core Storage—Inventory Capacity: 33,477,7005,175,000 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.

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

(Continued)

Advice 4039-G
Decision

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 5

~~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 ~~that the~~ requirement that PG&E is obligated to offer (and the amounts accepted and rejected by the CTAs), ~~and~~ the portion of ~~that 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 ~~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
Decision

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 CORE FIRM STORAGE
(Cont'd.)

PG&E's total adopted core Winter Season throughput is: 165,436,602 Dth (R)

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

By August 15 of each year, PG&E will provide to ~~the each~~ 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 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 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)

Advice	4223-G	Issued by	Submitted	February 24, 2020
Decision	D.19-10-036	Robert S. Kenney	Effective	March 1, 2020
		Vice President, Regulatory Affairs	Resolution	Res G-3565



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.

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

(Continued)

Advice 4223-G
Decision D.19-10-036

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted February 24, 2020
Effective March 1, 2020
Resolution Res G-3565



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 7

MID-YEAR CORE FIRM STORAGE 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)
|
|
|
|

CTA SELF-MANAGED 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 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 ~~Independent Storage Provider (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 ~~gas rate s~~ 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.

~~Each year, PG&E will adjust the total firm storage capacity reserved for all core customers and charged to the Core Firm Storage Account (CFSA) by the amount of Self-Managed Storage that CTAs collectively elected to procure from ISPs in the prior year.~~

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.

(L)

(Continued)



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

Sheet 8

CTA SELF-MANAGED STORAGE (Cont'd.)

Year	Transition Period Year	Percentage of CTA-Residual <u>PG&E Core Storage Quantity Requirement</u> that is PG&E-Allocated Storage	Percentage of CTA Residual <u>PG&E Core Storage Requirement</u> that is Self-Managed--procured from PG&E or ISPs	Percentage of CTA-Residual <u>PG&E Core Storage Requirement</u> that is Self-Managed and that CTA may Procure from PG&E, to the extent available (in 10% increments)
1	April 2018 – March 2019	90%	10%	0% - 10%
2	April 2019 – March 2020	80%	20%	0% - 20%
3	April 2020 – March 2021	70%	30%	0% - 30%
4	April 2021 – March 2022	60%	40%	0% - 40%
5	April 2022 – March 2023	40%	60%	0% - 60%
6	April 2023 – March 2024	20%	80%	0% - 80%
7	April 2024 – March 2025 & Beyond	0%	100%	0% - 100%

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 8

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 ~~a~~ And CTA Certification ~~f~~ 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.

CTAs that decline to procure Self-Managed Storage have the option to use Alternate Resources in the third and subsequent years of the Self-Managed Storage by submitting Attachment I – Certification of Alternate Resources (Form 79-845I).

PG&E reserves the option to submit a Tier 2 Advice submittal to suspend or modify the use of Alternate Resources under the CTA Self-Managed Storage program for the following storage season if the following two conditions exist:

(Continued)

Advice Decision 4190-G

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted Effective Resolution

December 11, 2019
February 27, 2020
G-3537



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 9

CTA SELF-MANAGED STORAGE (Cont'd.)

1. Aggregate CTA elections of non-storage Alternate Resources under the Self-Managed Storage program reach or exceed 500,000 Dth Annual Inventory equivalent; and
2. PG&E can demonstrate a significant adverse impact to core reliability or system reliability.

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 ~~is~~ will be ISP Firm Storage and Self-Managed Storage and that may be procured from PG&E (to extent available) or ISPs.

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.

PG&E STORAGE PAYMENTS:

For those months during which the CTA holds PG&E Storage, the CTA will pay a monthly charge equal to the inventory volume associated with its PG&E Storage, multiplied by the monthly rate specified in Schedule G-CFS for the applicable month.

The CTA will pay the same rates that PG&E's Core Gas Supply Department pays for the capacity as well as any other applicable rates, fees, and charges.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 9

ALTERNATE
RESOURCES
AND CTA
CERTIFICATION
FOR PG&E-
ALLOCATED
STORAGE AND
SELF-MANAGED
STORAGE
REJECTED BY
CTA:

For PG&E-Allocated Storage withdrawal capacity and Self-Managed Storage rejected by a CTA in the Initial Storage or Mid-Year Storage process, Alternate Resources, in like amounts, will be required as provided below. On a monthly basis, during the Winter Season, CTAs shall submit an executed Certification of Alternate Resources for Rejected PG&E-Allocated Storage Withdrawal Capacity and Self-Managed Storage Capacity (Form No. 79-845, Attachment I). The CTA must provide such certification to PG&E as specified by PG&E. PG&E will not require these certifications earlier than ten (10) business days prior to the beginning of each Winter month.

Certified Alternate Resources may not duplicate any resources offered as replacements for Firm Winter Backbone capacity that the CTA may be required to hold. The CTA must satisfy the Alternative Resources obligation with any combination of the following:

1. Contracted firm storage services from PG&E or from an on-system CPUC-certified independent storage provider; and/or
2. Contracted firm PG&E Backbone capacity matched with an equivalent volume of contracted upstream gas supply, plus any necessary firm upstream pipeline capacity (upstream gas supply may include a gas producer contract, or a contract with an off-system CPUC-certified, gas utility or independent storage provider); and/or
3. Third-party peaking supply arrangements, where that supply is backed up by contracts, as specified in 1. or 2., above.

(Continued)

Advice 4190-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

December 11, 2019
February 27, 2020
G-3537



**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	<u>25%*Weighted Under Delivery (WUD) Index</u>	<u>up to 10% of month-end minimum target</u>
Tier 2	<u>50%*Under Delivery (UD) Index</u>	<u>greater than 10% of month-end minimum target</u>

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:

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.

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.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 10

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

(L)

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 11

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

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.

(L)

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 12

TREATMENT OF
CTA-REJECTED
FIRM PIPELINE
CAPACITY AND
FIRM STORAGE
INVENTORY
CAPACITY
(Cont'd.):

PG&E will offer Pipeline capacity on the following basis (cont'd):

- 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.

(L)
|
|
|
|
|
|
|
|
|
|
(L)

To the extent Net CTA-Rejected Capacity remains unallocated after the initial auction of Pipeline capacity prior to each capacity allocation period, PG&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 only to the first month of the Pipeline capacity allocation period, that is, to the capacity for use during the next immediate month. To the extent Net CTA-Rejected Capacity remains unallocated after each subsequent monthly Pipeline capacity auction during the capacity allocation period, PG&E's Core Gas Supply Department will similarly be deemed to have bid a reservation rate of \$0.01/Dth/month for such capacity, but only for the first month that capacity is offered in each auction.

PG&E's Core Gas Supply Department will retain these unallocated Pipeline capacity amounts in its contracts with the various Pipelines, and will have rights to use and/or release this capacity in the same manner as its other capacity holdings. The \$0.01/Dth/month effective reservation rate will be credited against the costs otherwise owed by the CTAs to PG&E in the same manner as the auction proceeds. The CTAs will be responsible for all other reservation costs associated with these Pipeline capacities, other than the \$0.01/Dth/month rate.

PG&E will offer storage capacity to the marketplace once a year, prior to the start of the annual Storage Year (April - March). PG&E will not offer rejected storage capacity to the market following the Mid-Year Storage Allocation Adjustment or at any other time. PG&E will offer storage capacity on the following basis:

- 1. Only 12-month bids will be acceptable. Contracts for multiple products (transmission and storage service) on one or more pipelines may not be bundled together.
- 2. Any reservation rate greater than zero will be acceptable.
- 3. The minimum acceptable bid quantity will be the lesser of (i) ten thousand (10,000) Dth of inventory plus associated injection and withdrawal rights, or (ii) the total storage capacity offered.
- 4. Injection and withdrawal rights will be allocated in the proportions indicated earlier under Allocation Of Core Firm Storage.
- 5. Storage contracts will be awarded for the entire Storage Year 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 available storage capacity at a given price, the bidders will each be awarded a pro rata amount of the available storage capacity.
- 6. Bidders must satisfy all applicable creditworthiness requirements for the awarded storage capacity specified in PG&E's Tariffs.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 13

TREATMENT OF CTA-REJECTED FIRM PIPELINE CAPACITY AND FIRM STORAGE INVENTORY CAPACITY (Cont'd.):	To the extent Net CTA-Rejected Capacity remains unallocated after the initial auction of Storage capacity prior to the annual capacity allocation period, PG&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&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. PG&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&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.	(L)
ASSIGNMENT:	PG&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&E's creditworthiness requirements. 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. For PG&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.	
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:	Customers must meet PG&E's creditworthiness standards as set forth in Rules 6 and 7. Customers who have established credit with PG&E will not be required to pay an additional or new deposit to be eligible for service under this schedule. The CTA must meet the requirements specified in Rule 23 and Rule 25 before it may provide gas aggregation services under this schedule.	(L)

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