



GAS RULE NO. 23

Sheet 2

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

C. CUSTOMER PROTECTION

(N)

1. ENROLLMENT OF CUSTOMERS

- a. The CTA or its authorized agent(s) shall comply with the Customer Sign-Up Process and obtain the Customer’s Authorization for enrollment in Core Gas Aggregation with this CTA and for the release of customer information by PG&E to the CTA in accordance with the provisions of Sections C.2, and D below, and gas Schedule G-CT – Core Gas Aggregation Service.
- b. The CTA shall provide to PG&E a signed authorization form from the customer allowing PG&E to release information about the customer to the CTA; or an acknowledgement from the CTA that the customer enrolling in the CTA’s Core Gas Aggregation Service has authorized PG&E to release information about the customer to the CTA. The signed authorization form from the customer must either be a signed copy of PG&E’s Core Gas Aggregation Service Agreement Customer Authorization for Core Gas Aggregation Service (Form 79-845A) (Attachment A), or a form provided by the CTA (CTA Form), as described in Section D.7, below.

2. VERIFICATION OF ENROLLMENT

- a. Upon adequate notice supplied by a CTA to PG&E, core gas customers who are eligible for core transport service may change their natural gas service provider as described in Section D and E below, and gas Schedule G-CT. The change by the customer of its natural gas service provider shall take place as described below.
- b. To verify the customer’s change in natural gas service provider, the CTA shall obtain the following information from the customer. This information—whether obtained by voice, electronically, or in writing—shall be solicited in the customer’s primary language.
 - 1) The name of the customer of record;
 - 2) The name of the person requesting that a change of natural gas service provider be made;
 - 3) That the person requesting the change of natural gas service provider is authorized to do so;
 - 4) The name of the new natural gas service provider that the customer is requesting;

(N)

(Continued)



GAS RULE NO. 23

Sheet 3

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

C. CUSTOMER PROTECTION (Cont'd)

(N)

2. VERIFICATION OF ENROLLMENT (Cont'd)

- 5) The service account number of the customer requesting the change of natural gas service provider.
- 6) The date of the customer's request to change the natural gas service provider.
- 7) An acknowledgement from the customer that the only change being requested by the customer is a change of natural gas service provider.
- c. No change in the CTA for a non-residential core gas customer may be made until one of following means of confirming the change has been completed.
 - 1) Independent third-party telephone verification as described in Sections C.2.d and D below.
 - 2) Receipt of a written confirmation received in the mail from the customer after the customer has received an information package confirming the agreement.
 - 3) The customer signs a document fully explaining the nature and effect of the change in service.
 - 4) The customer's consent is obtained through electronic means, including, but not limited to, computer transactions.

(N)

(Continued)

Advice 3956-G
Decision 18-02-002

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed	<u>March 26, 2018</u>
Effective	<u>April 25, 2018</u>
Resolution	<u></u>



GAS RULE NO. 23

Sheet 4

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

C. CUSTOMER PROTECTION (Cont'd)

(N)

2. VERIFICATION OF ENROLLMENT (Cont'd)

d. No change in the CTA for a residential customer may be made over the telephone until the change has been confirmed by an independent third-party verification company, as follows:

1) The third-party verification company shall meet each of the following criteria:

a) Be independent from the entity that seeks to provide the new natural gas service.

b) Not be directly or indirectly managed, controlled, or directed, or owned wholly or in part, by an entity that seeks to provide the new natural gas service.

c) Operate from facilities physically separate from those of the entity that seeks to provide the new natural gas service.

d) Not derive a commission or compensation based upon the number of sales confirmed.

2) The entity seeking to verify the sale shall do so by connecting the resident by telephone to the third-party verification company or by arranging for the third-party verification company to call the customer to confirm the sale.

3) The third-party verification company shall obtain the customer's oral confirmation regarding the change, and shall record that confirmation by obtaining appropriate verification data described in Section C.2.b above. The record shall be available to the customer upon request. Information obtained from the customer through confirmation shall not be used for marketing purposes. Any unauthorized release of this information is grounds for a civil suit by the aggrieved customer against the entity or its employees who are responsible for the violation.

(N)

(Continued)



GAS RULE NO. 23

Sheet 5

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

C. CUSTOMER PROTECTION (Cont'd)

(N)

2. VERIFICATION OF ENROLLMENT (Cont'd)

- e. No change in the CTA for any residential customer may be made via an Internet transaction, in which the customer accesses the website of the CTA, unless both of the following occur with respect to confirming the change:
 - 1) In addition to the verification data described in Section C.2.b above, and any other information gathered in the course of the transaction, the customer shall be asked to read and respond to a separate screen that states, in 14-point type or larger, the following: "I acknowledge that in signing this contract or agreement, I am voluntarily choosing to change the entity that supplies me with natural gas."
 - 2) The separate screen shall offer the customer the option to complete or terminate the transaction.

- f. No change in the CTA for any residential customer may be made via a written transaction unless the change has been confirmed, as provided in this Section C.2.f. In order to comply with this Section C.2.f, in addition to the verification data described in Section C.2.b above and any other information gathered in the course of the transaction, and in addition to any other signature required, the customer shall be asked to sign and date a document separate from that written transaction, containing the following words printed in 16-point type or larger: "I acknowledge that in signing this contract or agreement, I am voluntarily choosing to change the entity that in the customer's primary language.
 - 1) The acknowledgment document described in this Section C.2.f may not be included with a check or in connection with a sweepstakes solicitation.

- g. Any CTA offering natural gas service to residential and non-residential core customers that switches the natural gas service of a customer without the customer's consent shall be liable to the CTA offering natural gas service previously selected by the customer in an amount equal to all charges paid by the customer after the violation and shall refund to the customer any amount in excess of the amount that the customer would have been obligated to pay had the customer not been switched.

(N)

(Continued)



GAS RULE NO. 23

Sheet 6

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

C. CUSTOMER PROTECTION (Cont'd)

2. VERIFICATION OF ENROLLMENT (Cont'd)

- h. A core transport agent shall keep a record of the confirmation of a change pursuant to Sections C.2.c, C.2.d, C.2.e, or C.2.f for three (3) years from the date of that confirmation, and shall make those records available, upon request, to the customer and to the CPUC in the course of a CPUC investigation of a customer complaint or an investigation pursuant to Public Utilities Code Section 983(c).
- i. Public agencies are exempt from this rule adopted pursuant to Public Utilities Code Section 985(c) to the extent they are serving customers within their jurisdiction.
- j. Notwithstanding Sections C.2.e and C.2.f above, the CPUC may require third-party verification for all residential changes to CTAs if it finds that the application of Sections C.2.e and C.2.f results in the unauthorized changing of a customer's gas service provider.
- k. PG&E is exempt from this rule for customers that default to the natural gas service of PG&E.
- l. Consistent with Public Utilities Code Section 985(c), CTAs and PG&E may charge for a change in gas commodity service provider in the event of early termination of service, provided that any fee or penalty charged by the supplier associated with the early termination of service, shall be disclosed in the contract of the CTA or in the applicable tariff of PG&E.

3. Customer Complaints

Pursuant to Decision (D.) 14-08-043, D.18-02-002, and Public Utilities Code Section 983, the California Public Utilities Commission (CPUC) shall accept, compile and attempt to informally resolve consumer complaints regarding CTAs; <https://www.cpuc.ca.gov/consumer-support/file-a-complaint/utility-complaint>.

(T)

D. CUSTOMER SIGN-UP PROCESS

- 1. The CTA shall transmit notice of Customer Authorizations to PG&E for enrollment into the CTA's aggregation group or for switching a Customer from one CTA to another CTA using the electronic format acceptable to PG&E, a Direct Access Service Request (DASR).

(Continued)



GAS RULE NO. 23

Sheet 7

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

D. CUSTOMER SIGN-UP PROCESS (Cont'd)

(N)

2. By submission of the DASR, the CTA warrants that the customer being enrolled in Core Gas Aggregation Service by the DASR:
 - a. Has been informed of, and consents to all terms and conditions of PG&E's Core Gas Aggregation Service;
 - b. Intended to change their status to Core Gas Aggregation Service' and receive gas procurement and related services from that specific CTA;
 - c. Has authorized the CTA to act on the customer's behalf in various gas procurement activities; and,
 - d. Has authorized PG&E to release the customer's current and historical information, including current and historical gas and electric usage, billing information, and payment information to that specific CTA or its agent as a condition of receiving Core Gas Aggregation Service.
3. The CTA will pay the switching charges specified in Schedule G-ESP when a DASR is accepted by PG&E.
4. The CTA may obtain a Customer's Authorization in the same manner set forth for requesting changes in an aggregator or supplier of electric service as specified in Public Utilities Code Section 366.5, including third-party verification where required, and aggregator or supplier liability for the violation of verification procedures (Third-Party Verification Option). Under this option, PG&E shall have no responsibility for verifying the Customer's or CTA's manner of complying with the provisions of Public Utilities Code Section 366.5.
5. If the Customer Authorization is subject to third-party verification, the CTA shall not electronically submit notice of the Customer's Authorization to PG&E until three (3) business days after the third-party verification, as specified in Public Utilities Code Section 366.5, subdivisions (a) for commercial Customers, or (b) residential Customers, has been performed. In addition to any other right to revoke an offer, a non-residential Customer has until midnight of the third (3rd) business day after the day on which the third party verification occurred to cancel a Customer Authorization and, in accordance with D.14-08-043, a residential customer has until midnight of the thirtieth (30th) calendar day after the date the first bill for gas aggregation service from the CTA is issued to cancel a Customer Authorization. A Customer must provide written notice to the CTA at the address specified in their CTA Agreement. If such notice is given by mail, cancellation is effective when the notice is deposited in the mail and it has been properly addressed with postage prepaid. Cancellation by the Customer is effective if it indicates the intention of the Customer not to be bound by the contract. It is the responsibility of the CTA to ensure that all cancellation requests made by Customers are honored, in accordance with Public Utilities Code Sections 989.1 and 989.5, as amended by D.14-08-043 for residential gas customers.

(N)

(Continued)

Advice	3956-G	Issued by	Date Filed	March 26, 2018
Decision	18-02-002	Robert S. Kenney	Effective	April 25, 2018
		Vice President, Regulatory Affairs	Resolution	



GAS RULE NO. 23

Sheet 8

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

D. CUSTOMER SIGN-UP PROCESS (Cont'd)

(N)

- 6. If a Customer cancels its Customer Authorization pursuant to Public Utilities Code Section 989.1, a Customer Authorization shall not be submitted for that Customer. If a Customer Authorization has already been submitted, the CTA shall, within twenty-four (24) hours, direct PG&E to cancel the Customer Authorization.
- 7. The CTA can also obtain a Customer Authorization by having the Customer sign a copy of Attachment A, or by signing a form provided by the CTA (CTA Form). The CTA Form must include all of the terms and conditions specified in Attachment A. If the CTA has the Customer sign a CTA Form or a copy of the Attachment A, the CTA shall retain the Customer Authorization for three (3) years and shall provide the original Customer Authorization within three (3) business days of PG&E's request. PG&E reserves the right to review the language in the CTA Form, to ensure it conforms with the language in Attachment A.

After a Customer signs a copy of a CTA Form or the Attachment A, the CTA may electronically submit notice of the Customer's Authorization to PG&E immediately upon the Customer's signing. Third-party verifications are not necessary if the Customer's signature is obtained.

- 8. Paper copies of a signed CTA Form or an Attachment A will not be accepted by PG&E for processing.
- 9. In accordance with the provisions of gas Rule 3, PG&E may reject any notice of Customer Authorization if the information provided is false, incomplete, or inaccurate in any material respect.

(N)

(Continued)

Advice 3956-G
Decision 18-02-002

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 26, 2018
Effective April 25, 2018
Resolution _____



GAS RULE NO. 23

Sheet 9

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

D. CUSTOMER SIGN-UP PROCESS (Cont'd)

(N)

- 10. PG&E will accept Customer Authorizations for processing on a first-come, first-served basis. Each Customer Authorization shall be time stamped by PG&E. In the event that more than one Customer Authorization is submitted for a service account, the first valid Customer Authorization for that account will be processed and subsequent requests will be denied until the switch to the pending CTA occurs.

For those Customer Authorizations received and accepted by PG&E on or before the fifteenth (15th) day of any calendar month, Core Gas Aggregation Service will begin no later than the next calendar month's meter reading date for the service account(s) specified on the Customer Authorization. For Customer Authorizations received after PG&E's most recent offer of firm pipeline or storage capacity, PG&E shall not be under any obligation to offer corresponding capacity to a new CTA or additional capacity to an existing CTA for the remaining month(s) of the current capacity allocation period to serve the accounts specified on such Customer Authorizations. However, PG&E will attempt to include pipeline or storage capacities to service such accounts in PG&E's subsequent pipeline or storage capacity allocations to CTAs, provided that it causes no delay in the offer of such capacity by the scheduled offer date as specified below under Allocation of Firm Pipeline Capacity and Allocation of Core Firm Storage.

By agreement of all participants, PG&E, the CTA, and the Customer may implement a different beginning date for the service requested in a Customer Authorization. No later than five (5) business days before the beginning date of service for a Customer under a Customer Authorization, PG&E shall send Customer usage data to the new CTA. Such data shall be for the past twelve (12) months, or if such data is not available, for the time it is available.

(N)

(Continued)

Advice 3956-G
 Decision 18-02-002

Issued by
Robert S. Kenney
 Vice President, Regulatory Affairs

Date Filed March 26, 2018
 Effective April 25, 2018
 Resolution _____



GAS RULE NO. 23

Sheet 10

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF CUSTOMER AUTHORIZATION

(N)

1. After the expiration of the initial twelve (12) month term, a Customer Authorization may be terminated as specified below:

a. The Customer or the CTA submits to PG&E a notice to terminate the Customer Authorization. Such notice will be referred to as the "Customer Termination". If the CTA submits the Customer Termination electronically, the CTA is obligated to notify the Customer of such termination. For Customers requesting the CTA to terminate service, the CTA shall submit the Customer Termination to PG&E within ten (10) business days of receiving the Customer's Termination request. For Customer Terminations received and accepted by PG&E on or before the fifteenth (15th) day of a calendar month, PG&E shall terminate Core Gas Aggregation Service to the Customer on the next month's meter reading date. PG&E shall provide procurement service, as specified in the applicable rate schedule, unless the Customer switches to a new CTA as described below.

All requests and terminations from the CTA must be submitted using the electronic format acceptable to PG&E (DASR), unless otherwise agreed to by PG&E.

b. The Customer directly contacts the CTA or PG&E to request to terminate the Customer Authorization and return to PG&E procurement service, as specified in the applicable rate schedule. Such contact may occur prior to the end of the initial twelve (12) month term but the resulting Customer Termination will not become effective until the initial twelve (12) month term has been completed. If the Customer contacts PG&E on or before the fifteenth (15th) day of any calendar month, Core Gas Aggregation Service will terminate and PG&E will provide procurement service, as specified in the applicable rate schedule, to the Customer no later than the next month's meter reading date for the specified account(s), unless a later month's meter reading date is specified by the Customer. For Customers requesting the CTA to terminate service, the CTA shall submit to PG&E within ten (10) business days the Customer Termination.

c. A CTA, other than the CTA currently serving the Customer, submits a new Customer Authorization to PG&E requesting that the Customer begin service with the new CTA. If accepted by PG&E, the new Customer Authorization will terminate service from the existing CTA and begin service with the new CTA on the same effective service date. The effective service date will follow switching rules as stated above. Each new Customer Authorization will not become effective until the initial twelve (12) month term of the existing Customer Authorization has expired, or the existing Customer Authorization has been terminated by other means specified herein, and a new twelve (12) month term of service will be established.

(N)

(Continued)

Advice 3956-G
Decision 18-02-002

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

March 26, 2018
April 25, 2018



GAS RULE NO. 23

Sheet 11

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF CUSTOMER AUTHORIZATION (Cont'd.)

(N)

- 2. At any time, a Customer Authorization may be terminated under the following conditions:
 - a. The CTA terminates service to the Customer for failure to pay for services provided by the CTA and notifies PG&E, by submitting Customer Termination request to PG&E in the electronic format acceptable to PG&E. Upon termination, the Customer will receive PG&E procurement service as specified in the applicable rate schedule. For Customer Terminations received, and accepted by PG&E on or before the fifteenth (15th) day of any calendar month, PG&E procurement service, as specified in the applicable rate schedule, will begin for the specified Customer no later than the next calendar month's meter reading date for the service account specified on the Customer Termination.
 - b. The Customer no longer receives PG&E service at the meter location specified by the Customer Authorization. In such event, the Customer Authorization for any given account will automatically terminate as of the date the Customer's PG&E gas account is closed. In the event a Customer wishes to obtain Core Gas Aggregation Service or switch to another CTA under a different account, the Customer and CTA must follow Sections B and C above and Section G below to implement a new Customer Authorization.
 - c. A Customer eligible for noncore service chooses to become a noncore Customer. In such event, the Customer Authorization for the specified account will terminate on the date that noncore service begins.
 - d. The CTA and the Customer mutually agree to terminate service prior to the initial 12 month term by communicating the Customer Termination request to PG&E using one of the following methods:
 - 1) The CTA notifies PG&E by submitting a termination notice to PG&E in the electronic format acceptable to PG&E, or
 - 2) The Customer may directly contact PG&E to request termination. PG&E will accept such a termination request only if the CTA has previously submitted an Authorization For Early Termination (Form 79-845, Attachment H) to PG&E.

(N)

(Continued)

Advice 3956-G
Decision 18-02-002

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 26, 2018
Effective April 25, 2018
Resolution _____



GAS RULE NO. 23

Sheet 12

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- E. TERMINATION OF CUSTOMER AUTHORIZATION (Cont'd.) (N)
3. A CTA Agreement, and all Customer Authorizations for Customers receiving service from the CTA in accordance with that CTA Agreement, shall terminate, regardless of whether the initial twelve (12) month term of a Customer Authorization has expired, if any of the following occur:
 - a. The CTA goes out of business.
 - b. There is a regulatory or other legislative change which impacts a CTA's right or ability to provide service including suspension or revocation of the CTA's registration by the CPUC.
 - c. PG&E cancels the applicable CTA Agreement due to: (a) the CTA's failure to pay PG&E in accordance with its tariffs for services rendered to the CTA or, (b) for otherwise failing to comply with the terms of gas Schedule G-CT, gas Rule 23 or the CTA Agreement or, (c) the CTA's failure to comply with the Firm Winter Capacity Requirement specified in Schedule G-CT.
 - d. If a Group's Annual Contract Quantity (ACQ) drops below 12,000 decatherms, the Customer Authorization for each Customer will be terminated, without further notice, effective for each account, as of the next calendar month's meter reading date. When all Customer Authorizations have been terminated the applicable CTA Agreement is canceled automatically. Under Sections E.2.a E.2.b and E.2.c above, PG&E will thereafter send written notice of cancellation of the CTA Agreement and all affected Customer Authorizations to the CTA and all affected Customers to the extent practicable, but in no event shall any failure to provide, or a delay in providing, such notice to Customers affect PG&E's rights to cancel said CTA Agreement.
 4. If a Customer Authorization is terminated and the Customer continues to receive service at the meter location, the Customer will receive PG&E procurement service as specified in the applicable rate schedule. PG&E may recall capacity, in PG&E's sole discretion, if such capacity is necessary to serve the returning Customer(s); provided, however that PG&E shall not recall such capacity unless and until the aggregated net change due to Customer Terminations exceeds the lower of ten percent (10%) of the CTA's prior effective DCQ or 100 decatherms per day.

(N)

(Continued)

Advice	3956-G	Issued by	Date Filed	March 26, 2018
Decision	18-02-002	Robert S. Kenney	Effective	April 25, 2018
		Vice President, Regulatory Affairs	Resolution	



GAS RULE NO. 23

Sheet 13

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF CUSTOMER AUTHORIZATION (Cont'd.) (N)

5. The CTA shall remain responsible for any charges due for PG&E service provided under the CTA Agreement prior to its cancellation, whether or not such charges are billed after such cancellation. The Customer shall remain responsible for any charges due for PG&E service provided under the Customer Authorization prior to its termination, whether or not such charges are billed after such termination.

6. Consistent with Public Utilities Code Section 985(c), CTAs and PG&E may charge for a change in service provider in the event of early termination of service, provided that any fee or penalty charged by the supplier associated with the early termination of service, shall be disclosed in the contract of the CTA or in the applicable tariff of PG&E. (N)

F. ESTABLISHMENT OF CREDIT (T)/(L)

1. APPLICATION FOR CREDIT (L)

The CTA shall complete and submit a California Gas Transmission Credit Application (Credit Application) (Form No. 79-868) to PG&E on an annual basis or whenever the Daily Contract Quantity (DCQ) for the Customers in the Group increases by 25,000 therms per day or more. The DCQ for the Group is the Annual Contract Quantity, as specified in Schedule G-CT, divided by 365. The Group DCQ will be the basis for evaluating the CTA's secured or unsecured credit limit, as set forth herein.

In the event the CTA accepts a storage allocation pursuant to Schedule G-CT, the CTA shall be subject to applicable storage credit requirements as set forth in gas Rule 25.

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

To assure the continued validity of an established unsecured credit limit, the CTA shall furnish financial information satisfactory to PG&E upon PG&E's request. If PG&E determines that a financial change has or could affect adversely the CTA's creditworthiness, or if the CTA does not provide the requested financial information, PG&E may, in its discretion, reduce the unsecured credit limit or terminate the CTA Agreement.

Establishment of credit for gas transmission services (transportation, all storage including core firm storage, parking and lending) is provided for in gas Rule 25. (L)

(Continued)

Advice 3956-G
Decision 18-02-002

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

March 26, 2018
April 25, 2018



GAS RULE NO. 23

Sheet 14

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

F. ESTABLISHMENT OF CREDIT (Cont'd.)

(T)/(L)
(L)

2. SECURITY DEPOSIT

The CTA may submit a security deposit in lieu of the creditworthiness evaluation.

The security deposit may be in the form of:

Cash Deposit—Cash Deposits will earn interest in accordance with Rule 25—Cash Deposits.

Letter of Credit—An Irrevocable standby Letter of Credit in form, substance and amount satisfactory to PG&E and issued by an institution acceptable to PG&E. PG&E's standard form of letter of credit shall be used for this purpose.

Guaranty—A guaranty in form, substance and amount satisfactory to PG&E and issued by guarantor acceptable to PG&E. PG&E's standard form of guaranty shall be used for this purpose.

Other—Other forms of security deposit may include any other form of security deposit and amount of collateral which PG&E, in its sole discretion, agrees to in writing.

All forms of security shall be retained as long as the CTA Agreement is in effect, unless otherwise reduced pursuant to the provisions of Section 4, herein.

(L)

(Continued)



GAS RULE NO. 23

Sheet 15

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- F. ESTABLISHMENT OF CREDIT (Cont'd.) (T)/(L)
3. AMOUNT OF SECURITY DEPOSIT OR CREDIT LIMIT (L)
- The security deposit or credit limit is a function of the DCQ and the billing services provided by the CTA subject to approval by PG&E. The Creditworthiness Requirement (CWR) shall be calculated as follows:
- a. For a CTA who bills Customers for procurement only using the Separate CTA and PG&E Billing specified herein:

CWR1 = (90 days x DCQ x Core WACOG x 150 percent); where CWR1 equals the security in dollars for charges for which the CTA is liable. The Core WACOG is the most current core Weighted Average Cost of Gas, as specified in PG&E's most recent monthly core procurement filing.
 - b. For a CTA who bills Customers for procurement and collects transportation charges for PG&E using the Optional Consolidated CTA Billing specified herein:

CWR2 = CWR1 + (75 days x DCQ x Average Core Transport Rate); where CWR2 equals CWR1 plus the security in dollars for handling the Customer's money in the event that a CTA collects PG&E transportation charges. If a CTA collects transportation charges for only a portion of its Customers, the CWR will be prorated accordingly.
 - c. For a CTA who has PG&E bill Customers for procurement using the Optional Consolidated PG&E Billing specified herein:

CWR4 = CWR1 + twice the estimated monthly bill for Consolidated PG&E Billing.

(Continued)



GAS RULE NO. 23

Sheet 16

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

F. ESTABLISHMENT OF CREDIT (Cont'd.)

4. REDUCING CREDITWORTHINESS REQUIREMENTS

The CTA may elect guaranteed deliveries and/or storage collateral, to reduce CWR1.

a. GUARANTEED DELIVERIES

The CTA may guarantee weekly delivery of gas equal to eighty (80) percent, or some other portion acceptable to PG&E, of weekly projected Customer usage to reduce CWR1. PG&E will calculate weekly projected Customer usage on a month-to-date basis by dividing historical monthly usage of the Group for that month by the number of days in that month multiplied by seven (7) days.

If the CTA fails to meet the eighty (80) percent condition, then the CTA will have seven (7) days or until the end of the month, whichever occurs first, to meet the condition. If the CTA fails to do so within that period, the CTA Agreement shall be subject to immediate termination by PG&E. By guaranteeing deliveries, a CTA may reduce CWR1 by up to eighty (80) percent from ninety (90) days to eighteen (18) days as follows:

$$\text{CWR1} = (18 \text{ days} \times \text{DCQ} \times \text{Core WACOG} \times 150 \text{ percent}) \quad (\text{T})$$

(Continued)



GAS RULE NO. 23

Sheet 17

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

F. ESTABLISHMENT OF CREDIT (Cont'd.)

4. REDUCING CREDITWORTHINESS REQUIREMENTS (Cont'd.)

b. CONSOLIDATED PG&E BILLING COLLATERAL

For a CTA that has reduced creditworthiness requirements by utilizing the full eighty (80) percent guarantee specified in F.4.a. above, the CTA can further reduce CWR1 if they also utilize Consolidated PG&E Billing specified in G.1.c. below.

(T)

If this is the case, then:

CWR1 = (Percent of Load not billed utilizing Consolidated PG&E Billing x 18 days x DCQ x Core WACOG x 150 percent). Note that this can reduce CWR1 to zero if all of the CTA's customers are utilizing PG&E Consolidated Billing. The CTA must adhere to all of the following conditions in order to have their Rule 23 creditworthiness requirement be calculated in this manner.

- 1) Continue to meet the eighty (80) percent condition above;
- 2) Have zero Schedule G-BAL negative CTA cashout charges within the last year (requires the CTA to have at least twelve months of history with PG&E); and
- 3) Execute Attachment L of the CTA Agreement including the provision that allows PG&E to withhold payments if the CTA does not meet all of these conditions.

If all conditions are not met, PG&E has the authority to stop paying the CTA for payments received from customers and/or immediately terminate the CTA Agreement. If PG&E has not terminated the CTA Agreement and the conditions that led to stopping payment to CTA have been satisfied, including payment of all Schedule G-ESP (Consolidated PG&E Billing Services to Core Transport Agents) consolidated billing charges and fees, PG&E will pay the CTA for all withheld payments.

(Continued)



GAS RULE NO. 23

Sheet 18

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- F. ESTABLISHMENT OF CREDIT (Cont'd.) (T)/(L)
- 4. REDUCING CREDITWORTHINESS REQUIREMENTS (Cont'd.) (L)
 - c. STORAGE COLLATERAL

The CTA may maintain a specified volume of gas in storage at all times as collateral. Gas stored as collateral must be in addition to gas stored to meet core reliability requirements.

If the CTA fails to maintain the specified volume of storage gas, the CTA will have seven (7) days or until the end of the month, whichever occurs first, to meet the condition. If the CTA fails to do so within that period, the CTA Agreement is subject to immediate termination by PG&E.

The CTA shall grant to PG&E a first priority security interest in all gas in storage for collateral pursuant to appropriate documents acceptable to PG&E.

The specified volume shall be agreed to by the CTA and PG&E and will reduce the creditworthiness requirement by reducing the number of days used in the calculation of CWR1 by the quotient of the specified volume divided by the DCQ as follows:

$$CWR1 = (90 \text{ days} - (\text{specified volume}/DCQ)) \times DCQ \times \text{Core WACOG} \times 150 \text{ percent}$$

To utilize this form of collateral, the CTA shall be required to contract with PG&E for additional storage capacity in accordance with Schedules G-SFS and/or G-NFS.
- 5. ADDITIONAL SECURITY DOCUMENTS (L)

The CTA shall execute and deliver all documents and instruments (including, without limitation, security agreements and the Uniform Commercial Code (UCC) financing statements) reasonably requested by PG&E from time to time to implement the provisions set forth above and to perfect any security interest granted to PG&E.

(Continued)



GAS RULE NO. 23

Sheet 19

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT

(T)/(L)
(L)

1. BILLING

BILLING SERVICE OPTIONS AND OBLIGATIONS

A CTA has the right to select one of the following billing service options for each Customer:

- (a) Separate Billing by CTA and PG&E
- (b) Optional Consolidated CTA Billing
- (c) Optional Consolidated PG&E Billing

Separate Billing by CTA and PG&E is the default service option.

Regardless of the billing option selected, the Customer shall be responsible for payment of all PG&E charges for core transportation service either to the CTA under Optional Consolidated CTA Billing or to PG&E under both Separate Billing by CTA and PG&E and Optional Consolidated PG&E Billing.

a. SEPARATE BILLING BY CTA AND PG&E

PG&E and the CTA send their own bills and collect their own charges. This is the default billing option if no other billing option is selected.

(L)

(Continued)



GAS RULE NO. 23

Sheet 20

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd.)

1. BILLING (Cont'd.)

b. OPTIONAL CONSOLIDATED CTA BILLING

There are two options for Consolidated CTA Billing. With Option 1, PG&E sends an information-only bill to the Customer showing its charges. With Option 2, the CTA executes an Attachment K to the CTA Agreement which relieves PG&E of the obligation to send the information-only bill to the Customer and the provisions of Schedule G-CRED apply.

PG&E will provide the CTA with daily Electronic Data Interchange (EDI) billing of Customers' accounts unless otherwise agreed to by PG&E. CTA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement (EDI Agreement) (Form 79-861) before they may utilize Optional Consolidated CTA Billing.

The Customer may audit the CTA's books and records, provided such audit is limited to transactions between PG&E, the CTA, and the Customer and pertains to gas aggregation service. Upon the Customer's request, PG&E will provide copies of all notices and transactions between PG&E and the CTA pertaining to the Customer.

The CTA will transmit the PG&E charges to the Customer by U.S. Mail on a regular monthly basis, will diligently collect such charges from the Customer, and will remit such payments from the Customer to PG&E.

Pursuant to Public Utilities Code Section 985, the CTA will be responsible for ensuring the format of its bill is in compliance with the minimum standard bill format requirements in D.18-02-022.

c. OPTIONAL CONSOLIDATED PG&E BILLING

PG&E provides two options for Consolidated PG&E Billing: (1) Rate Ready and (2) Bill Ready. Charges and fees associated with the services provided with these billing options are specified in Schedule G-ESP. To exercise one or both of these options, the CTA will be required to execute and shall be subject to the terms and conditions of Attachment L of the CTA Agreement (Form 79-845) with PG&E. Certain service accounts that require complex billing may not be eligible for Consolidated PG&E Billing. Those service accounts include, but are not limited to:

- Electric Generation (Schedule G-EG);
- Natural Gas Vehicle (Schedules G-NGV1 and G-NGV2); and

(Continued)



GAS RULE NO. 23

Sheet 21

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- G. BILLING AND PAYMENT (Cont'd.) (L)
- 1. BILLING (Cont'd.)
- c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)
 - Service Accounts with meters that are read via non-standard meter reading methods (various schedules).
 - 1) Rate Ready Consolidated PG&E Billing

Under this option, the Customer's authorized CTA will specify the Customer's rate schedules and rate values for each rate schedule to the utility. The utility will in turn calculate and send a consolidated bill, containing both PG&E and CTA charges to the Customer.

 - a) CTA Rate Structure
 - i) CTA must select one or both of the following rate structures for each service account and provide PG&E with the Rate Schedule names and prices:
 - a non-volumetric fixed price (lump sum) per day; and
 - a single, per therm, volumetric rate.
 - ii) Each submission of rate schedules by CTA should clearly identify which service accounts those schedules will apply to. PG&E may require the CTA to submit a Direct Access Service Request (DASR) to add or update a rate schedule for each service account.
 - iii) The CTA's rate schedules and prices must be submitted to PG&E at least five (5) business days prior to the effective day of the rate.
 - iv) The CTA may update its rate schedules and prices no more than once per calendar month subject to the lead time described above. The effective date of the rate must be either the first day of a calendar month or the same day of the month that PG&E changes its core procurement rates (generally, the fifth business day of the month).

(Continued)



GAS RULE NO. 23

Sheet 22

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- G. BILLING AND PAYMENT (Cont'd.) (L)
- 1. BILLING (Cont'd.)
- c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)
- 1) Rate Ready Consolidated PG&E Billing (Cont'd.)
- b) Bill Calculation by PG&E
 - i) PG&E will calculate the CTA's charges based on the Customer's gas usage and apply the rates submitted to the utility by the CTA. PG&E will calculate the CTA's charges under this billing option using the CTA's rate schedules and the same Meter data used to calculate the utility's charges. PG&E will calculate the utility users tax for both PG&E and CTA charges.
 - ii) PG&E charges will be based on PG&E's gas service, the Customer's usage, and the applicable PG&E rate schedules. The CTA's natural gas charges will be based on the rates and charges by CTA and on the Customer's natural gas usage.
 - iii) Only authorized utility personnel needed to perform, supervise, or audit CTA billing under this option will have access to the CTA's rate schedules. PG&E shall treat the CTA's rate schedules as confidential information in accordance with the CTA Agreement and shall not disclose those rate schedules to anyone other than authorized utility personnel without the CTA's written consent or issuance of a valid legal order compelling the disclosure.
 - iv) PG&E assumes responsibility for the accuracy of the calculation of CTA's charges but does not assume responsibility for any information supplied by the CTA.
- c) Billing Information and Inserts
 - i) PG&E's bill will identify, at a minimum, two (2) sets of charges: one for PG&E services and another for CTA gas services. (L)

(Continued)



GAS RULE NO. 23

Sheet 23

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- G. BILLING AND PAYMENT (Cont'd.) (L)
- 1. BILLING (Cont'd.)
- c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)
 - 1) Rate Ready Consolidated PG&E Billing (Cont'd.)
 - c) Billing Information and Inserts (Cont'd.)
 - ii) The CTA may request to include any information directly related to the calculation or explanation of CTA charges directly in the bill but PG&E will not include any text on the separate detail page which is not specifically related to the charges or their explanation.
 - 2) Bill Ready Consolidated PG&E Billing

Under this option, the customer's authorized CTA will send its charges to PG&E. PG&E will in turn send a consolidated bill containing both PG&E and the CTA charges, to the customer.

 - a) PG&E Provides Meter Data to CTA

PG&E will provide meter usage data to the CTA in an electronic format specified by PG&E.
 - b) CTA Bill Submission to PG&E
 - i) The CTA will submit the necessary billing information to PG&E within the times specified by PG&E and in the electronic format specified by PG&E to allow PG&E to bill each service account. The CTA submission(s) will not include any message except billing and rate information.
 - ii) The CTA will be responsible for ensuring its billing information is in compliance with the minimum standard bill format requirements in D.18-02-022.
 - c) Bill Presentation and Delivery by PG&E
 - i) PG&E will calculate PG&E's charges and send the bill either by mail or electronic means to the customer. PG&E will include CTA charges on the bill. PG&E is not responsible for computing or determining the accuracy of the CTA charges on the bill. (L)

(Continued)



GAS RULE NO. 23

Sheet 24

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- G. BILLING AND PAYMENT (Cont'd.) (L)
- 1. BILLING (Cont'd.)
- c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)
- 2) Bill Ready Consolidated PG&E Billing (Cont'd.)
 - c) Bill Presentation and Delivery by PG&E (Cont'd.)
 - ii) PG&E will process customer payments and transfer amounts paid toward CTA charges to the CTA when the payments are received and as specified for in the rate ready options.
 - d) Timing Requirements
 - i) Bills under this option generally will be rendered once a month. Nothing contained in this Section shall limit PG&E's ability to render bills more frequently consistent with PG&E's existing practices. However, CTA charges will only need to be calculated based on monthly billing periods.
 - ii) Except as provided in Paragraph d)i) above, or if CTA charges are received too late for inclusion on the PG&E bills, PG&E will require that CTA and PG&E charges be based on the same billing period data to avoid any confusion concerning these charges.
 - iii) CTA charges must be received by PG&E within two (2) days of PG&E's having provided the meter usage data (or later if allowed by PG&E). If billing charges have not been received from the CTA by this time, PG&E will render the bill for PG&E charges only, without CTA charges. The CTA must wait until the next billing cycle, or send a separate bill to the customer for CTA charges.
- 3) Adjustments for Meter Error, Billing Error or Unauthorized Use
 - a) Adjustments for Meter Error are specified in gas Rule 17; Adjustments for Billing Error are specified in gas Rule 17.1; Adjustments of Bills for Unauthorized Use are specified in gas Rule 17.2.
 - b) CTA charges will be adjusted in accordance with gas Rules 17, 17.1 and 17.2. (L)

(Continued)



GAS RULE NO. 23

Sheet 25

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- G. BILLING AND PAYMENT (Cont'd.) (L)
- 1. BILLING (Cont'd.) |
- c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.) |
- 4) Payment and Collection Terms |
- a) Except as specified in F.4.b above, PG&E is required to pay the CTA the amounts paid to PG&E for CTA charges only after the Customer's payment is received by PG&E. Payments will be transferred to the CTA specifying the amount paid by each specific service account. On the billing statement for the following month, PG&E will debit to the CTA any amounts resulting from returned payments and assess returned payment charges (i.e., a charge for each returned payment) to the appropriate Customers. Payments are due on or before the later of: (L)/(T)
- i) 17 days after the bill was rendered to the Customer, or (L)
- ii) the next business day after the payment is received. |
- b) The CTA has no payment obligations for Customer payments under consolidated PG&E billing services. |
- c) The CTA must remit payment for any charges for services provided them by PG&E within the terms of service as specified in Schedule G-ESP and Attachment L. PG&E may require that the CTA make such payments in an electronic form acceptable to PG&E. Such charges will be considered past due thirty (30) days after the date the bill is rendered. The Customer is obligated to pay PG&E for all PG&E and CTA charges consistent with existing tariffs. |
- d) Any outstanding balance will be handled as a late payment. Customer disputes of CTA charges must be directed to the CTA, and Customer disputes of PG&E charges must be directed to PG&E. |
- e) If the Customer disputes any charges presented on the PG&E bill, it shall nevertheless pay the amount billed; provided, however, that the Customer may, at its election, pay that portion of the charges that the Customer disputes to the CPUC in accordance with gas Rule 10. (L)/(T)

(Continued)



GAS RULE NO. 23

Sheet 26

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd.)

1. BILLING (Cont'd.)

c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)

5) Late or Partial Payments and Unpaid Bills

- a) PG&E is responsible for collecting the unpaid balance of all charges from Customers, sending notices informing Customers of unpaid balances, and taking the appropriate actions to recover the unpaid amounts owed the CTA.
- b) Except as provided below in Section c), if a Customer makes only a partial payment for a service account, the payment will be allocated proportionally between PG&E's charges and the CTA's charges. A Customer may dispute these charges as provided in Section 4.e), above, but will not otherwise have the right to direct partial payments for a particular service account. (Utility Users Taxes will be treated in accordance with current utility procedures and are not subject to this section.)
- c) In evaluating a delinquent residential service account for service termination and to the extent required by law or CPUC regulations, partial payments will be allocated first to delinquent charges that may result in discontinuance of service as specified in Rule 11.*
- d) Undisputed overdue balances owed PG&E will be considered late and subject to PG&E late payment procedures.
- e) PG&E rules will apply to late or non-payment of PG&E charges by the Customer.

* Due to the COVID-19 pandemic and pursuant to CPUC Resolutions M-4842 M-4849 and D.21-06-036, PG&E has suspended Section G.1.c.5.c of Gas Rule 23 and will allocate partial payments received from residential CTA customers on a pro rata basis with CTAs for up to one year, through September 30, 2021, as described in Advice 4244-G-A/ 5516-E-A, Advice 4388-G/6092-E and Advice 4475-G/6290-E. (T)

(Continued)

Advice	4475-G	Issued by	Submitted	August 9, 2021
Decision	D.19-07-015, D.21-06-036	Robert S. Kenney Vice President, Regulatory Affairs	Effective Resolution	August 9, 2021



GAS RULE NO. 23

Sheet 27

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd.)

(L)

1. BILLING (Cont'd.)

c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)

6) Service Disconnections and Reconnections

- a) PG&E will notify the Customer of PG&E's right to disconnect gas service for the non-payment of PG&E charges pursuant to gas Rules 8 and 11. The Customer, not PG&E, is responsible for contacting the CTA in the event it receives notice of late payment or service termination from PG&E for any of its service accounts. If a Customer has been disconnected and is not reconnected within two (2) days, PG&E will promptly notify the CTA. To the extent authorized by the CPUC, a service charge will be imposed on the Customer if a field call is performed to disconnect gas service.
- b) PG&E will not disconnect gas service to the Customer for the non-payment of CTA charges. In the event of non-payment of CTA charges by the Customer, the CTA may submit a DASR requesting transfer of the service account to PG&E.
- c) PG&E will reconnect gas service when the criteria for reconnection, as specified in gas Rule 11, have been met.

d. G-BAL, G-CFS, G-CT AND RULE 14 CHARGES

PG&E will provide the CTA with a separate invoice for charges associated with service provided under Schedules G-BAL, G-CFS, G-CT and/or Rule 14. Payment of this invoice will be in accordance with gas Rule 25

(L)

(Continued)



GAS RULE NO. 23

Sheet 28

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd.)

(L)

2. PAYMENT

Bills issued to the CTA by PG&E are due and payable upon receipt, except bills issued by EDI, which are due and payable upon transmittal.

All EDI payments for Customers' accounts will be remitted in accordance with the terms and conditions of the EDI Agreement. All other payments will be remitted electronically or by wire transfer unless otherwise agreed to by PG&E.

Any bill will be considered past due if payment is not received within fifteen (15) calendar days after transmittal. If a bill rendered to the CTA for charges under Schedules G-BAL, G-CFS, G-CT, and/or Rule 14 remains unpaid fifteen (15) calendar days after transmittal, the late payment provisions of gas Rule 25 will apply.

If the CTA has made a payment to PG&E for Customer transportation charges and subsequently is not paid by the Customer for those charges, CTA may notify PG&E that payment for the billing period should be returned to the CTA. The CTA's notification of non-payment from the Customer must be received by PG&E within forty (40) calendar days of the date that PG&E mailed that bill to the CTA. Upon such notification, PG&E will: (1) return the amount of that billing to the CTA; (2) discontinue the billing arrangement that permits the CTA to collect PG&E charges from the Customer; and (3) bill the Customer transportation charges for that billing period, and all subsequent Customer charges, directly to the Customer for a minimum of twelve (12) months from the date of notification of non-payment.

3. NOTICES

a. If a bill rendered to the CTA for PG&E transportation service provided to the Customer remains unpaid after fifteen (15) days, PG&E will issue to the CTA a 7-day notice of nonpayment to the CTA, with a copy to the Customer. If the bill continues to be unpaid, PG&E will issue a 24-hour notice of nonpayment to the CTA with a copy to the Customer. If the bill remains unpaid, PG&E may immediately terminate the CTA Agreement without further notice. If PG&E issues the 24-hour notice, PG&E will also: (1) discontinue the billing arrangement that permits the CTA to collect PG&E transportation charges from the Customer; (2) bill the CTA for the unpaid Customer transportation charges; and (3) send all subsequent Customer transportation charges directly to the Customer.

b. If a bill rendered to the CTA for charges under Schedules G-BAL, G-CFS, G-CT, and/or Rule 14 remains unpaid fifteen (15) days after transmittal, the Billing and Payment Terms of gas Rule 25 will apply.

(L)

(Continued)



GAS RULE NO. 23

Sheet 29

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd.)

(L)

4. LATE PAYMENT

(L)

If the CTA does not pay any bills rendered to the CTA by PG&E within fifteen (15) days after transmittal, then:

(T)

- a. payment is considered late;
- b. the CTA may not add Customer or increase the Group DCQ until past due amounts, including all late charges, are paid; and
- c. the CTA may not trade, sell or withdraw any gas in storage until past due amounts, including all late charges, are paid.

If a CTA pays late three (3) or more times by seven (7) days or less or pays late one (1) or more times by greater than seven (7) days in any consecutive twelve (12)-month period, then, in addition to all other remedies of PG&E resulting from such late payments (or any nonpayments) PG&E may require full collateral in a form specified in Section B.2. herein. If such collateral is requested and not provided by the CTA to PG&E, the CTA Agreement will be subject to immediate termination by PG&E.

(T)

In addition, if the CTA collects PG&E transportation charges from Customers, the CTA must establish an escrow agreement/account with a financial institution acceptable to PG&E, in a form acceptable to PG&E, and must grant PG&E a first priority security interest in all proceeds and accounts receivable in escrow. The escrow account must permit a third party, acceptable to PG&E, to receive accounts receivable and pay accounts payable on behalf of the CTA. The third party will keep a record of all payments made by each Customer and payments to the third party.

(L)

5. TERMINATION OF SERVICE DUE TO NONPAYMENT

If a payment is not received within seven (7) days of the issuance of a past due notice, the CTA Agreement will be subject to termination by PG&E. In addition, if PG&E receives notification that the CTA is closing its business, the CTA Agreement will be terminated immediately and all of the CTA's rights to conduct business with PG&E thereunder may be terminated, unless the CTA demonstrates its ability to fulfill its financial obligations to PG&E pending business closure.

PG&E may terminate any CTA Agreement for the CTA's failure to pay the interstate pipeline for the full cost of the CTA's allocated capacity.

(L)



GAS RULE NO. 23

Sheet 30

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd) (L)

5. TERMINATION OF SERVICE DUE TO NONPAYMENT (Cont'd.)

Upon termination of a CTA Agreement:

- a. notice of such termination will be sent to the CTA, to each of the Customers in the CTA's Group, and to the CPUC;
- b. PG&E will establish an escrow agreement/account for collections of outstanding Customer payments;
- c. any gas in storage and gas that has been delivered into PG&E's system on behalf of the CTA's Customers will be used to offset any outstanding imbalances. This gas shall not be subject to encumbrances of any kind, including, but not limited to, liens, trades, or sales to other Customers;
- d. all fees, charges and other obligations of the CTA to PG&E shall be immediately due and payable without further notice of demand.

If, at the time of termination, the CTA has not paid any PG&E billings, PG&E may apply any deposit held on the CTA's account(s) to such unpaid bills. In addition, if the CTA's Agreement is terminated and/or the CTA declares bankruptcy, the CTA will be liable to PG&E for any and all costs, expenses, and attorneys' fees incurred by PG&E as a result of such termination and/or bankruptcy. Payment by the CTA of all such costs, expenses, and attorneys' fees shall be a condition of re-establishment of service.

6. BILLING DISPUTES

If a Customer has a billing dispute with its CTA, the Customer shall remain obligated to pay all PG&E charges to the CTA, or PG&E, where applicable, in a timely manner. The CTA may not withhold or delay payment for any such PG&E charges pending resolution of any such disputes.

If the CTA disputes any PG&E bill, the CTA may deposit the disputed amount with the CPUC pending resolution of the dispute in accordance with Rule 10. No termination of participation will occur for this dispute while the CPUC is hearing this matter.

(L)



GAS RULE NO. 23

Sheet 31

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

G. BILLING AND PAYMENT (Cont'd)

(T)/(L)

6. BILLING DISPUTES (Cont'd.)

(L)

A Customer of a CTA shall have a reasonable opportunity to have the customer's gas meter tested to ensure the reasonable accuracy of the meter. In accordance with Public Utilities Code Section 985(f), in the event of a billing dispute, a Customer may ask PG&E to test the customer's meter to ensure the reasonable accuracy of the meter. The cost of the meter testing shall be in accordance with PG&E's Gas Rule 17.

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