

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



August 21, 2018

Mr. Erik Jacobson
Director, Regulatory Relations
c/o Meghan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B23A
P.O. Box 770000
San Francisco, California 94117

Facsimile: (415) 973-1448
Email: PGETariffs@pge.com

Subject: Advice Letter 3862-G, Revisions to Gas Schedule G-CT, Core Gas Aggregation Service, and Gas Rule 23, Gas Aggregation Service for Core Transport Customers

Dear Mr. Jacobson:

Advice Letter (AL) 3862-G-A and AL 3862-G-B are approved and effective July 20, 2018 for the reasons set forth in Attachment 1: Energy Division Technical Analysis.

On June 30, 2017, Pacific Gas and Electric Company (PG&E) filed AL 3862-G, seeking approval of its tariffs: Schedule G-CT, Core Gas Aggregation Service, Gas Rule 23, and Gas Service for Core Transport Customers, to facilitate the use of Third-Party Verification to document a customer's acknowledgement of the release of their customer billing and payment information by PG&E and their Core Transport Agent (CTA) as a condition of service under Core Gas Aggregation Service.¹

On March 7, 2018, PG&E filed Supplemental AL 3862-G-A to reflect an agreement reached with CTA parties to streamline the process. On June 20, 2018, PG&E filed Supplemental AL 3862-G-B to reflect separate modified terms for Commercial Energy, which was not a party to the agreement referenced in AL 3862-A. Both AL 3862-G and AL 3862-G-A were protested. Attachment 1 describes the protest and letters of support and provides Energy Division staff's disposition on disputed issues.

The Energy Division hereby approves Pacific Gas and Electric Company's AL 3862-G-A and AL 3862-G-B.

¹ AL No. 3862-G, June 30, 2017.

Sincerely,



FOR

Edward Randolph
Director, Energy Division

cc:

Dorothy Duda, Energy Division

Franz Cheng, Energy Division

Elizabeth Dorman, Legal Division

Joseph M. Karp, Winston & Strawn LLP: jkarp@winston.com, 415-591-1529

Leah E. Capritta, Holland & Knight LLP: leah.capritta@hklaw.com, 303-974-6646

Michael B. Day, Goodin, MacBride, Squeri & Day, LLP: mday@goodinmacbride.com,
415-765-8408

Inger Goodman, igoodman@justenergy.com, 714-425-1063

ATTACHMENT 1

Protest by the Core Transport Agent Consortium (CTAC) and United Energy Trading, LLC (UET) and Tiger Natural Gas Co (Tiger) jointly, with support from Commercial Energy (Commercial) and PG&E's response

On July 20, 2017, CTAC protested Advice Letter 3862-G. The protest claims that the Advice Letter filing by PG&E proposes changes to PG&E's Gas Rule 23 and Gas Schedule G-CT (hereby known as "tariffs") requiring CTAs to obtain affirmative consent from all existing customers with regards to the release of billing and payment information by PG&E to their respective CTAs is inconsistent with Decision (D.) 16-06-056. CTAC contends that this modification would impose impossible administrative burden.

On July 20, 2017, UET and Tiger jointly protested Advice Letter 3862-G. The joint protest claims PG&E will use the requested tariff changes "to either ignore the mandates set forth in D. 16-06-056 or to reclaim entire portions of core customers from CTAs and return them to PG&E's service." The joint protest requests that the Commission reject the advice letter filing.² The joint protest proposes that a one-time notice or bill insert should be sufficient to alert customers to the change in access to customer payment, billing and credit-related information. A bill insert sufficiently allows a customer to "tacitly acknowledge assent to the arrangement."³

On July 24, 2017, Commercial Energy filed a response in support of UET and Tiger's protest. "As UET and Tiger explain, PG&E's unilateral abandonment of the agreed-upon bill insert or letter to inform joint CTA-PG&E customers that the CTA will receive customer billing and payment information, and adoption of a new policy that it will disconnect from CTA service any CTA customer for whom PG&E does not receive affirmative recorded or written consent, is inconsistent with D.16-06-056."⁴

On July 27, 2017, PG&E replied to CTAC's protest.⁵ "PG&E believes that the Decision provides direction for obtaining acknowledgement from existing customers" based on Decision 16-06-056 and that "it is also clear that the Decision contemplates that all current and future customers being served under core gas aggregation services must be informed of and acknowledge the release of their billing and payment information by PG&E to the CTA as a condition of service."

On July 27, 2017, PG&E replied to UET and Tiger despite claiming that the filing was untimely.⁶ In addition to the responses given to CTAC's protest, PG&E noted that their position on this issue has not changed and had "expressed this position at the September 16, 2016 Workshop."

² United Energy Trading, LLC and Tiger Natural Gas Co.'s Joint Protest of Pacific Gas & Electric Company's Advice Letter 3862-G, July 20, 2017, p.1.

³ Ibid p.7.

⁴ Commercial Energy's Response in Support of the Joint Protest of United Energy Trading and Tiger Natural Gas to PG&E Advice Letter 3862-G, July 24, 2017.

⁵ Pacific Gas and Electric Company's Reply to the Joint Protest from Core Transport Agent Consortium to Advice 3862-G – Revisions To Gas Schedule G-CT, Core Gas Aggregation Service, And Gas Rule 23, Gas Aggregation Service for Core Transport Customers, June 27, 2017.

⁶ Pacific Gas and Electric Company's Reply to the Joint Protest from United Energy Trading, LLC and Tiger Natural Gas Company to Advice 3862-G – Revisions To Gas Schedule G-CT, Core Gas Aggregation Service, And Gas Rule 23, Gas Aggregation Service for Core Transport Customers, June 27, 2017.

PG&E also asserted that UET and Tiger “conflate a proposal for a one-time notification to existing CTA customers with the proposed revisions to gas Rule 23 to support use of TPV and to provide document of a customers’ acknowledgement of the release of information in the event of a customer complaint.” Lastly, PG&E asserts that UET and Tiger make a number of assertions that are outside the scope of the Decision.”

On August 8, 2017, Energy Division issued an initial suspension to Advice Letter 3862-G.⁷

Filing of supplemental advice letter by PG&E and CTA Parties’ response

After Commission adoption of Decision (D.) 18-02-002, PG&E filed Supplemental AL 3862-G-A on March 7, 2018, with proposed supplemental revisions to Advice Letter 3862-G.⁸ PG&E noted that it “recognizes that obtaining customer authorizations may prove to be burdensome for customers, CTAs and PG&E.” In order to address these concerns, PG&E and the CTA Parties held discussions on the recommendations made by the CTA Parties and reached agreement on a memorandum of understanding (MOU). “Under this agreement, PG&E submits this supplemental advice letter for Commission approval for a one-time notification letter to be sent by each CTA to their existing customers.” PG&E further noted that “within two months after the CTA has certified to PG&E that it has sent notification letters to all of its customers, PG&E will begin submitting on a regular basis the applicable customer information of that CTA.”

On March 12, 2018, CTAC filed a letter of support for Advice Letter 3862-G-A following settlement discussions with PG&E.⁹

On March 12, 2018, UET and Tiger filed a letter of support for Advice Letter 3862-G-A following settlement discussions with PG&E.¹⁰

Protest of supplemental advice letter by Commercial Energy and PG&E’s response

On March 12, 2018, Commercial Energy filed a response to Advice Letter 3862-G-A stating that Commercial Energy was not notified of the discussions between the CTAs and PG&E. Further, the letter noted that Commercial Energy did not participate in the negotiation of the MOU and is not a signatory to that agreement.¹¹

On May 27, 2018, Commercial Energy protested Advice Letter 3862-G-A and the proposed settlement with PG&E.¹² Commercial Energy reiterated that they were not informed of, nor party to, the negotiations between PG&E and the CTA Parties. Further, they claimed that “the proposed one-time notification process does not correspond with Commercial Energy’s practice of obtaining customer consent for information-sharing on an individual basis through written contracts for service” and that the process “would also impose an unnecessary burden on Commercial Energy, the majority of whose customers renew their service contracts annually.”

⁷ Advice Letter Suspension Notice, August 8, 2017.

⁸ AL No. 3862-G-A, March 7, 2018.

⁹ CTAC’s Joint Letter Supporting Pacific Gas & Electric Company’s Advice Letter 3862-GA, March 12, 2018

¹⁰ United Energy Trading, LLC and Tiger Natural Gas Co.’s Joint Letter Supporting Pacific Gas & Electric Company’s Advice Letter 3862-GA, March 12, 2018.

¹¹ Response of Commercial Energy of California to PG&E Advice Letter 3862-G-A, March 12, 2018.

¹² Commercial Energy of California’s Protest of PG&E Advice Letter 3862-G-A and Terms of Proposed Settlement with PG&E, March 27, 2018.

Commercial Energy asks that the Commission approve Advice Letter 3862-G-A with modifications with respect to Commercial Energy. Such modifications (which would apply only to Commercial Energy) include changes to the universal notice requirement and a change to the mandatory language requirement.

On April 2, 2018, PG&E replied to Commercial Energy's protest.¹³ PG&E confirmed the representations of joint discussions articulated in Commercial Energy's protest and requested that the Commission approve "PG&E's request for a one-time notification process with the proposed modifications for Commercial Energy contained on pages 3-4 of its March 27, 2018 protest."

On June 20, 2018, PG&E filed Advice Letter No. 3862-G-B, a second supplemental to AL 3862.¹⁴ Energy Division had provided guidance that a supplemental advice letter was necessary, rather than a reply to the protest. In this supplemental, PG&E requested approval of the separate modified terms between Commercial Energy and PG&E that had been previously articulated and supported in Commercial Energy's protest filed on March 27, 2018 and in PG&E's reply to the protest filed on April 3, 2018.

Energy Division Disposition

The Energy Division responds to Advice Letter 3862-G and disposes of the AL thus:

Energy Division agrees that CTAs must obtain affirmative consent from customers who must understand that the utility is releasing their billing information. After the advice letter filings and protests, Energy Division appreciates PG&E's efforts to develop a Memorandum of Understanding (MOU) with CTA parties, as well as the modification to the MOU for Commercial Energy with regards to their documents, in order to comply with that requirement.¹⁵

Energy Division finds that the issues raised in protest have been resolved by agreements between the CTAs and PG&E, and through a stipulation granted to Commercial Energy. In all other ways, Energy Division finds that PG&E complies with the governing decisions. AL 3862-G-A and AL 3862-G-B are hereby approved.

¹³ Pacific Gas and Electric Company's Reply to the Protest from Commercial Energy to Advice 2862-G-A – Supplemental: Revisions To Gas Schedule G-CT, Core Gas Aggregation Service, And Gas Rule 23, Gas Aggregation Service for Core Transport Customers, April 3, 2018.

¹⁴ AL No. 3862-G-B, June 20, 2018.

¹⁵ The proposed MOU modifications for Commercial Energy are contained on pages 3-4 of its March 27, 2018 protest.



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March 7, 2018

Advice 3862-G-A
(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Supplemental: Revisions To Gas Schedule G-CT, Core Gas Aggregation Service, And Gas Rule 23, Gas Aggregation Service for Core Transport Customers

Pacific Gas and Electric Company (PG&E) hereby submits proposed supplemental revisions to its gas tariffs. The affected tariff sheets are listed on the enclosed Attachment 1.

Purpose

This advice letter supplements Advice 3862-G “Revisions To Gas Schedule G-CT, Core Gas Aggregation Service, And Gas Rule 23, Gas Aggregation Service for Core Transport Customers,” which was filed on June 30, 2017.

This supplemental advice filing supersedes Advice 3862-G in its entirety.

Core Transport Agents (CTAs) that protested PG&E’s original advice letter have reviewed the proposed letter to impacted customers and do not object to the filing of this supplemental advice letter. A Memorandum of Understanding (MOU) is enclosed as Attachment 2.

Background

In Advice 3862-G, PG&E requested approval to revise gas Schedule G-CT, Core Gas Aggregation Service, and Gas Rule 23, Gas Aggregation Service for Core Transport Customers, to facilitate the use of Third-Party Verification to document a customer’s acknowledgement of the release of their customer billing and payment information by PG&E to their CTA as a condition of service under Core Gas Aggregation Service. In addition, PG&E stated its belief that all current and future customers being served under core gas aggregation services must be informed of and acknowledge the release of their billing and payment information by PG&E to the CTA as a condition of service. To ensure all customers are treated equitably and are informed of this change, PG&E

requested that CTAs inform their current customers and certify to the California Public Utilities Commission (Commission or CPUC) and PG&E once notification to customers has been completed and customer acknowledgment obtained.

On July 20, 2017, PG&E received protests to its Advice 3862-G from Core Transport Agent Consortium (CTAC),¹ United Energy Trading, LLC (UET) and Tiger Natural Gas, Inc. (Tiger) (collectively CTA Parties). In the protests, the CTA Parties cited the difficulties of obtaining affirmative consents from all existing customers. CTAC stated in their protest:

As a practical matter, it is simply not possible to obtain affirmative consent from all existing customers for the release of billing and payment information to their CTAs. It is especially difficult to obtain consent when a customer is delinquent on its account. CTAs currently serve hundreds of thousands of existing customers in California. Some of these customers have been served by CTAs since the outset of the State's effort to deregulate gas markets.²

In their protests, CTA Parties expressed continued support for a one-time notification to customers as outlined in the Joint Workshop Report.³

PG&E recognizes that obtaining customer authorizations may prove to be burdensome for customers, CTAs and PG&E. From the customers' perspective, receiving a request for authorization may cause confusion since customers have authorized and are already receiving core gas aggregation service from the CTA. From the CTAs' perspective, as cited above, CTAs report that it is simply not possible to obtain "affirmative consent" from all existing customers. From PG&E's perspective, a potentially significant cost burden would be incurred to manage a CTA program with 31 active CTAs in which PG&E would have to present to a CTA one set of financial information for those customers that have provided authorization and a second set of financial information for those customers who have not yet provided this authorization. Managing two financial information transfer systems for each CTA, and monitoring each month whether a customer has provided the requisite authorization, is likely to be administratively and financially burdensome and would require time to implement as well as additional cost recovery authorization.

¹ CTAC members joining the protest are Gas and Power Technologies, Inc.; IGS Energy; Just Energy; Vista Energy; ABAG Power; School Project for Utility Rate Reduction; Ambit Energy; Greenwave Energy; North Star Gas Company, LLC, d/b/a YEP Energy; and XOOM Energy.

² CTAC's Protest of Pacific Gas and Electric Company's Advice Letter 3862-G dated July 20, 2017, p. 4.

³ Pacific Gas and Electric Company and Core Transport Agents Joint Workshop Report, submitted on November 18, 2016, pp. 25-26.

To address these concerns, PG&E and the CTA Parties held discussions on the recommendations made by the CTA Parties in their protests.⁴ PG&E and the CTA Parties have reach agreement on an MOU (see Attachment 2). Under this agreement, PG&E submits this supplemental advice letter for Commission approval for a one-time notification letter to be sent by each CTA to their existing customers. The proposed notification letter would inform the customer that PG&E will release (or continue to release, in the case of customers enrolled in Consolidated CTA Billing) certain information about the customer's usage and billing and payment data to their CTA on a regular and on-going basis for the purposes of providing billing for CTA services.

Pursuant to the MOU, the letter would not contain an opt-in or opt-out provision, but would direct the customer to contact their CTA with questions or concerns. Under the terms of the MOU, PG&E and the CTAs would work with Commission staff to identify a process for addressing the concerns of customers who do not authorize the release of their information to the CTA.

The proposed notification would be the sole subject of the letter and would be submitted to the Commission's Public Advisor's Office for review and approval. A copy of the letter would also be provided to PG&E. PG&E requests that CTAs certify to PG&E once notification to their current customers has been completed. PG&E is also proposing revisions to gas Rule 23 to memorialize that a CTA is required to provide its certification but is not required to produce documentation of the customer's authorization for the release of customer-specific information for these customers.⁵

Additionally, each CTA agrees to disclose to PG&E the identities of customers who for any reason have objected to the release of information or have lodged a complaint of any kind arising out of the notification letter within 20 days. PG&E will disclose to CTAs the names of those customers who for any reason object to the release of information or have lodged complaint of any kind arising out of the notification letter.

⁴ Core Transport Agent Consortium's Protest of Pacific Gas and Electric Company's Advice Letter 3862-G dated July 20, 2017, and United Energy Trading, LLC and Tiger Natural Gas Co.'s Joint Protest of Pacific Gas & Electric Company's Advice Letter 3862-G, dated July 20, 2017

⁵ PG&E referenced this proposal for one-time notification in its opening comments to a proposed decision issued in the rulemaking to implement minimum consumer protection standards and registration standards for CTAs. See, *Opening Comments of Pacific Gas and Electric Company (U39G) on the Proposed Decision on Phase Two Issues Regarding Core Transport Agents*, R.14-03-002, pp. 7-10, dated October 26, 2017. PG&E incorporates by reference these Opening Comments into this advice letter. PG&E recognizes this proposal may present a question of compliance with the Commission's privacy rules, however, if this is the case, the Commission may at times order an exception to privacy rules. See, Public Utilities Code Section 8380(e)(3); PG&E Electric Rule 27, Section 4 (c)(1) (Sheet 6).

Within two months after the CTA has certified to PG&E that it has sent notification letters to all of its customers, PG&E will begin submitting on a regular basis the applicable customer information of that CTA.

Tariff Revisions

PG&E proposes the following revisions:

1. Gas Schedule G-CT, Core Gas Aggregation Service.
 - a. Revised the first paragraphs under the Special Condition titled “Customer Sign-up Process (Sheet 2) to remove references to a second nonexistent method of transmitting customer authorization requests to PG&E. The revisions are as follows:

“The CTA ~~may~~ must use ~~one of the two~~ methods specified below for transmitting requests (Customer Authorizations) to PG&E in order to sign up new Customers for Core Gas Aggregation Service, or for switching a Customer from one CTA to another CTA.” [Emphasis added.]

- b. Revised the third paragraph under the Special Condition titled “Customer Sign-up Process (Sheet 2) to remove a reference to a second nonexistent method of transmitting customer authorization requests to PG&E. The revision is as follows:

“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.” [Emphasis added.]

- b. Revised the second paragraph under the Special Condition titled “Customer Sign-up Process (Sheet 3) to update the name of Form 79-845A and to clarify that both oral and written records of the Customer Authorization must be retained and made available upon request. The revisions are as follows:

“The CTA can also obtain a Customer Authorization by having the Customer sign a copy of the Core Gas Aggregation Service Agreement Customer Authorization for Core Gas Aggregation Service And The Release Of Energy Usage, Billing And Payment Information (Form 79-845A) (Attachment A), ~~or~~ by signing a form provided by the CTA (CTA Form), or by obtaining the Customer’s oral Authorization during the Third-

Party Verification Option enrollment process. 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, or the CTA obtains the Customer's oral Authorization through the Third-Party Verification Option, the CTA shall retain the oral or written Customer Authorization for three (3) years and shall provide the original oral or written 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." [Emphasis added.]

2. Gas Rule 23, Gas Aggregation Service for Core Transport Customers.

a. Section E.1.e – Made the following revisions⁶:

"Regardless of the CTA's initial resolution of the Customer complaint, PG&E may request written documentation or a verbal recording of the Customer's authorization for enrollment and acknowledgement that their gas and electric usage, billing, and payment information will be released to their CTA as a condition of receiving core gas aggregation service, marketing materials, the sales call or Third-Party Verification (TPV) for any complaint.

Written documentation, or a verbal recording, of the customer's acknowledgement that their gas and electric usage, billing, and payment information will be released to their CTA will not be required for a customer who had been sent a one-time notification by their CTA, on a date mutually acceptable to PG&E and the CTA, that their customer information would be released by PG&E. The CTA will certify to PG&E that these customers had been provided with the one-time notification and have not objected to the release of their customer information." [Emphasis added.]

b. Section E.1.f.1).a) - Updated the name of PG&E Sample Form 79-845A from "Core Gas Aggregation Service Agreement Customer Authorization For Core Gas Aggregation Service" to "Core Gas Aggregation Service

⁶ This Advice Letter filing is compliant with the PG&E 2015 Gas Transmission and Rate Case (Decision 16-06-056), and is consistent with informal and formal agreements reached by PG&E and CTAs that have participated in this filing. Recently, the Commission issued Decision 18-02-002 in the CTA Consumer Protection Standards proceeding (R.14-03-002) that also requires changes to PG&E Gas Rule 23. Should the Commission approve of the requests in this Advice Letter filing, then, with the Commission's acquiescence, PG&E intends to make a subsequent Tier 1 advice filing that proposes language changes to Gas Rule 23 that would ensure the tariff complies with all recent Commission mandates.

Agreement Customer Authorization For Core Gas Aggregation Service And The Release Of Energy Usage, Billing and Payment Information.”

- c. Section E.1.g – Made revisions throughout to clarify that both the customer authorization for enrollment and/or acknowledgement for the release of information was properly obtained.
- d. Section E.2 – Made the following revisions:
 - 1) Made revisions throughout Section E.2 to clarify that all requests, statement and questions shall be in the form of an “oral” communication instead of “verbal.”
 - 2) Added a new topic “l” to document and verify a customer’s acknowledgement that “their gas and electric usage, billing, and payment information will be released to their CTA as a condition of receiving core gas aggregation service,”
 - 3) Section E.2.j.10) was updated to be consisted with the customer recession provisions of Decision 14-08-043.
 - 4) Section E.2.j.11).b) was revised to require the retention of the audio recording of the TPV of the customer’s enrollment and authorization for the release of information for 3 years.
 - 5) Added a new Section 2.k which reads as follows:

“The CTA shall transmit requests to enroll a new Customer for Core Gas Aggregation Service, 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). CTAs submittal of the DASR to PG&E will also serve as the CTA’s authentication of the customer’s identity and confirmation that the customer has been informed and has acknowledged that PG&E will provide gas and electric billing and payment information to that CTA. PG&E’s receipt of the DASR serves as authorization to begin delivering billing and payment information to the CTA” [Emphasis added.]
 - 6) Added a new Section 2.l which reads as follows:

“PG&E shall not be liable for any claims, demands, causes of action, damages, or expenses arising from or resulting from release of information it has disclosed to a CTA pursuant to the customer’s authorization to release information pursuant to this Section E.2.” [Emphasis added.]

- 7) Section 3.b. – Corrected the rate schedule referenced from “Schedule G-CP” to “Schedule G-CT.”

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than March 27, 2018, which is 20 days after the date of this filing. 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:

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

Facsimile: (415) 973-1448
E-mail: PGETariffs@pge.com

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

Effective Date

PG&E requests that this Tier 2 advice filing become effective on regular notice, April 6, 2018, which is 30 calendar days after the date of filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for A.13-12-012. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1 - Tariffs
Attachment 2 - A Memorandum of Understanding

cc:

- Service List A.13-12-012
- Commercial Energy, Michael B. Day, mday@goodinmacbride.com
- Core Transport Agent Consortium, Joseph M. Karp, jkarp@winston.com.
- Tiger Natural Gas, Inc. and United Energy Trading, LLC, Leah E. Capritta, leah.capritta@hklaw.com

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 G)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Yvonne Yang

Phone #: (415) 973 - 2094

E-mail: Yvonne.Yang@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Advice Letter (AL) #: **3862-G-A**

Tier: 2

Subject of AL: **Supplemental: Revisions To Gas Schedule G-CT, Core Gas Aggregation Service, And Gas Rule 23, Gas Aggregation Service for Core Transport Customers**

Keywords (choose from CPUC listing): Core, Rules

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

If AL filed 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: _____

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

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

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

Resolution Required? Yes No

Requested effective date: **April 6, 2018**

No. of tariff sheets: **14**

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

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

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

Tariff schedules affected: **Gas Schedule G-CT – Core Gas Aggregation Service and Gas Rule No.23 – Gas Aggregation Service for Core Transport Customers**

Service affected and changes proposed: N/A

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

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

California Public Utilities Commission

Energy Division

ED Tariff Unit

505 Van Ness Ave., 4th Flr.

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Erik Jacobson

Director, Regulatory Relations

c/o Megan Lawson

77 Beale Street, Mail Code B13U

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
34058-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 2	31675-G
34059-G	GAS SCHEDULE G-CT CORE GAS AGGREGATION SERVICE Sheet 3	31676-G
34060-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 21	30880-G
34061-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 22	30881-G
34062-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 23	30882-G
34063-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 24	30883-G
34064-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 25	30884-G
34065-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 26	30885-G
34066-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 27	30886-G
34067-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 28	30887-G
34068-G	GAS RULE NO. 23 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS Sheet 29	

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
34069-G	GAS TABLE OF CONTENTS Sheet 1	33958-G
34070-G	GAS TABLE OF CONTENTS Sheet 3	33960-G
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GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 2

SHRINKAGE: Transportation volumes will be subject to a shrinkage allowance in accordance with Rule 21.

CURTAILMENT OF SERVICE: Service on this schedule may be curtailed. See Rule 14 for details.

REGISTRATION: In accordance with Decision (D.) 14-08-043, unless otherwise exempt, a CTA offering gas aggregation service to residential or small commercial customers is required to register with the California Public Utilities Commission. Registered CTAs shall ensure that any person or entity performing marketing or sales activities, or administering its service agreements on the CTA's behalf, complies with the rules adopted in D.14-08-043 and subject to Public Utilities Code Section 983.5.

SERVICE AGREEMENT: Before PG&E will provide gas aggregation service under this schedule to a CTA, the CTA and PG&E shall execute a Core Gas Aggregation Service Agreement (Form 79-845) (CTA Agreement) and a Gas Transmission Service Agreement (GTSA) (Form 79-866) and applicable attachments and exhibits.

CUSTOMER SIGN-UP PROCESS: The CTA must use the method specified below for transmitting requests (Customer Authorizations) to PG&E in order to sign up new Customers for Core Gas Aggregation Service, or for switching a Customer from one CTA to another CTA. (T)

Electronic Sign-Up: The CTA shall transmit notice of Customer Authorizations to PG&E using the electronic format acceptable to PG&E, a Direct Access Service Request (DASR). The CTA will pay the switching charges specified in Schedule G-ESP when a DASR is accepted by PG&E.

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). 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. (D)

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.

(Continued)



GAS SCHEDULE G-CT
CORE GAS AGGREGATION SERVICE

Sheet 3

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

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.

The CTA can also obtain a Customer Authorization by having the Customer sign a copy of the Core Gas Aggregation Service Agreement Customer Authorization for Core Gas Aggregation Service And The Release Of Energy Usage, Billing And Payment Information (Form 79-845A) (Attachment A), by signing a form provided by the CTA (CTA Form), or by obtaining the Customer's oral Authorization during the Third-Party Verification Option enrollment process. 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, a copy of the Attachment A, or the CTA obtains the Customer's oral Authorization through the Third-Party Verification Option, the CTA shall retain the oral or written Customer Authorization for three (3) years and shall provide the original oral or written 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. (T)

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.

Paper copies of a signed CTA Form or an Attachment A will not be accepted by PG&E for processing.

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.

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.

(Continued)

Advice 3862-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 7, 2018
Effective _____
Resolution _____



GAS RULE NO. 23

Sheet 21

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

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

d. The CTA's response to PG&E will explain the resolution, the date that the Customer was informed of the resolution, and the means of communication with the Customer.

e. Regardless of the CTA's initial resolution of the Customer complaint, PG&E may request written documentation or a verbal recording of the Customer's authorization for enrollment and acknowledgement for the release of their gas and electric usage, billing, and payment information will be released to their CTA as a condition of receiving core gas aggregation service, marketing materials, the sales call or Third-Party Verification (TPV) for any complaint.

(N)
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(N)

Written documentation, or a verbal recording, of the customer's acknowledgement that their gas and electric usage, billing, and payment information will be released to their CTA will not be required for a customer who had been sent a one-time notification by their CTA, on a date mutually acceptable to PG&E and the CTA, that their customer information would be released by PG&E. The CTA will certify to PG&E that these customers had been provided with the one-time notification and have not objected to the release of their customer information.

(N)
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(N)

f. If PG&E does not receive a response from the CTA indicating resolution by the specified deadline, or if PG&E, or the Customer, finds a problem with the information provided, PG&E shall provide the CTA with an opportunity to provide supporting evidence, such as, marketing material (for a general complaint), or proof of authorized enrollment (in instances where the complaint is about an unauthorized enrollment).

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

a) An electronic or facsimile copy of the Customer's signed Core Gas Aggregation Service Agreement Customer Authorization For Core Gas Aggregation Service And The Release Of Energy Usage, Billing and Payment Information (Form 79-845A) (Attachment A) or similar Customer correspondence or evidence (e.g., e-mail or electronic confirmation file); or

(T)
(T)

(L)

(Continued)



GAS RULE NO. 23

Sheet 22

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- E. TERMINATION OF SERVICE (Cont'd.) (L)
- 1. NONCOMPLIANCE WITH CUSTOMER PROTECTION (Cont'd.)
- f. 1) (Cont'd.)
 - b) The audio recording of the independent TPV of the Customer's enrollment; or
 - c) An electronic or facsimile copy of any marketing material related to the enrollment that was provided to the Customer. (L)
- g. After reviewing the aforementioned TPV or signed Attachment A, together with any other pertinent documentation or information, PG&E shall make a determination of whether or not the Customer's enrollment authorization and/or acknowledgement for the release of information was properly obtained. (N)
- 1) If the Customer disagrees with PG&E's determination that the authorization for enrollment and/or acknowledgement for the release of information was properly obtained, PG&E shall request additional supporting documentation such as marketing materials, terms and conditions or the recording of the full sales call. The CTA will provide the requested information within two (2) business days. Upon completion of its final review, PG&E will notify the CTA of its decision and the reason for its decision. (N)
- 2) If PG&E finds a problem with the CTA's response and the supporting documentation submitted (e.g., vague documentation or practices that may not follow the guidelines in Section D, above), PG&E, at its discretion, may request additional supporting documentation, such as marketing materials, terms and conditions or the recording of the full sales call. The CTA will provide the requested information within two (2) business days. Upon completion of its final review, PG&E will notify the CTA of its decision and the reason for its decision. (N)
- 3) If PG&E finds that the enrollment authorization and/or acknowledgement for the release of information was improperly obtained, the CTA shall have an opportunity to contest PG&E's decision. The CTA shall have two (2) business days to contest PG&E's decision and PG&E will have one (1) business day after receiving the CTA's statement of contest to render a final decision. (N)

(L)

(Continued)



GAS RULE NO. 23

Sheet 23

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

- E. TERMINATION OF SERVICE (Cont'd.) (L)
 - 1. NONCOMPLIANCE WITH CUSTOMER PROTECTION (Cont'd.) (L)
 - g. (Cont'd.) (L)
 - 4) If PG&E determines that the Customer's enrollment authorization and/or acknowledgement for the release of information was not properly obtained, PG&E may count this instance as a Non-Compliance Event (Non-Compliance Event) and shall request that the CTA immediately submit a service cancellation request to PG&E by electronic means for that Customer and waive any early termination fee for the Customer. The CTA shall take all corrective actions within one (1) business day of PG&E's request. (T)/(L) (L)
 - 5) If PG&E finds that the written documentation or the sales call and TPV indicate that a CTA is in violation of Section D, that complaint may be used as a recordable instance of verifiable non-compliance and counted as a Non-Compliance Event. (L)
- If the Customer complaint involves multiple Service Accounts and the CTA is found to be in violation of Section D, the complaint will be counted as a single Non-Compliance Event if the supporting documentation establishes that the complaint involving these Service Accounts was the result of a single event.
- h. PG&E shall share any materials, including recordings, documents, TPVs, sales calls, written contracts, marketing or other materials, provided by the CTA with the Customer, or the Customer's authorized agent, provided that such agent is not another CTA, at their request. In order to receive information or act on a Customer's behalf, the third-party agent must have written authorization from the Customer. Such authorization must be submitted to PG&E in the form of a completed and current Authorization to Receive Customer Information or Act Upon a Customer's Behalf (PG&E Form 79-1095 (English) or Form 79-1096 (Spanish)). (L)

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

(Continued)



GAS RULE NO. 23

Sheet 24

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

2. THIRD PARTY VERIFICATION

A TPV should not use the phrase "PG&E's Customer Choice Program," which is misleading to customers. Instead, the TPV should refer to "Core Gas Aggregation Service."

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

- a. The name and title of the person authorizing, or authorizing on the Customer's behalf, the Customer's enrollment with the CTA.
- b. The name of the CTA and the identity of the independent third-party verifier.
- c. An oral request for, and the customer's provision of, the customer's Service Account Number. In the case of multiple accounts, the main site Service Account Number would suffice with the customer's verbal confirmation of the number of Service Accounts to be enrolled. (T)
- d. An oral request for, and the Customer's provision of, the Customer's mailing address. (T)
- e. An oral request for, and the Customer's provision of, the Customer's service address. (T)
- f. An oral statement and the Customer's acknowledgement that the call is being recorded. (T)
- g. An oral question and the Customer's acknowledgement that the Customer understands that the CTA is not affiliated with PG&E, and that the Customer wishes to enroll his PG&E gas account with the CTA to buy gas from the CTA, and that PG&E will continue to deliver the gas to the Customer's home or business. (T)
- h. An oral question and the Customer's acknowledgement that the Customer is the Customer of record or is authorized to switch to CTA by the Customer of record. (T)
- i. An oral question that documents and verifies the Customer's acknowledgement that the Customer agrees to and acknowledges that their gas and electric usage, billing, and payment information will be released to their CTA as a condition of receiving core gas aggregation service. (N)
I
I
(N)

(Continued)



GAS RULE NO. 23

Sheet 25

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

2. THIRD PARTY VERIFICATION (Cont'd.)

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

(Continued)



GAS RULE NO. 23

Sheet 26

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

2. THIRD PARTY VERIFICATION (Cont'd.)

j. (Cont'd.)

(T)

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

a) Within three (3) business days, send the Customer a written confirmation that details the specific terms and conditions agreed to by the Customer during the telephonic enrollment. Such confirmation shall in no way alter the terms and conditions to which the Customer agreed to in the telephonic enrollment.

b) The CTA shall retain the audio recording of the sales call for one (1) year, and the TPV of the Customer's enrollment and the Customer's authorization for the release of information pursuant to this Section E.2 for three (3) years.

(N)

k. The CTA shall transmit requests to enroll a new Customer for Core Gas Aggregation Service, 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). CTAs submittal of the DASR to PG&E will also serve as the CTA's authentication of the customer's identity and confirmation that the customer has been informed of and has acknowledged that PG&E will provide gas and electric billing and payment information to that CTA. PG&E's receipt of the DASR serves as authorization to begin delivering billing and payment information to the CTA.

l. PG&E shall not be liable for any claims, demands, causes of action, damages, or expenses arising from or resulting from release of information it has disclosed to a CTA pursuant to the customer's authorization to release information pursuant to this Section E.2.

(N)

3. PENALTIES DUE TO NON-COMPLIANCE

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

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

(L)

(Continued)



GAS RULE NO. 23

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

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

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

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

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

- f. PG&E will record the date when the Customer, or its authorized agent, first contacts PG&E to report a complaint against a CTA. This date, the incident date, will be used when counting incidents of Non-Compliance Events. A Non-Compliance Event will not be counted if the enrollment or underlying activity that generated the complaint occurred prior to May 17, 2012.
- g. PG&E will notify the CTA via e-mail that an incident of verified non-compliance will be counted as a Non-Compliance Event towards their limit, as well as the incident date, after the incident has followed the process outlined in Section E.1

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(Continued)



GAS RULE NO. 23

Sheet 29

GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

E. TERMINATION OF SERVICE (Cont'd.)

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

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

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Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 7, 2018
Effective _____
Resolution _____



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(T)

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Advice 3862-G-A
March 7, 2018

Attachment 2

A Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING AMONG
PACIFIC GAS AND ELECTRIC COMPANY,
CORE TRANSPORT AGENT CONSORTIUM, TIGER NATURAL GAS COMPANY,
AND UNITED ENERGY TRADING, LLC
REGARDING
CUSTOMERS CURRENTLY ENROLLED IN CORE GAS AGGREGATION SERVICE;
AUTHORIZATION FOR RELEASE OF CERTAIN CUSTOMER INFORMATION
FROM PG&E TO CTAS FOR PURPOSES OF BILLING FOR CTA - SERVICES**

This Memorandum of Understanding (MOU) regarding “Customers Currently Enrolled in Core Gas Aggregation Service; Authorization for Release of Certain Customer Information from PG&E to CTAs for Purposes of Providing Billing for CTA Services” is entered between the following entities, which are collectively referred to as Party or Parties for purposes of this MOU:

- Pacific Gas and Electric Company (PG&E).
- Core Transport Agent Consortium (CTAC) (Gas and Power Technologies, Inc.; IGS Energy; Just Energy; Vista Energy; ABAG Power; School Project for Utility Rate Reduction; Ambit Energy; Greenwave Energy; North Star Gas Company, LLC, d/b/a YEP Energy; and XOOM Energy).
- Tiger Natural Gas Company (Tiger).
- United Energy Trading, LLC (UET).

The Parties agree to provide support in recommending to the California Public Utilities Commission (Commission) a proposal to allow a one-time notice to currently-enrolled customers that certain customer information will be provided by PG&E to CTAs for purposes of providing billing for CTA services. This MOU is limited to the Parties’ support of approval of supplemental Advice Letter 3862-G, and development of a notification letter to currently-enrolled customers.

**ARTICLE 1
RECITALS**

1.1 PG&E filed Advice Letter 3862-G on June 30, 2017 (Advice Letter 3862-G). Among the recommendations, Advice Letter 3862-G requested that CTAs certify to the Commission that each customer currently enrolled in core aggregation service with a CTA has been informed of and acknowledged that PG&E will be transmitting information in its possession to the CTA. PG&E asserts this approach is consistent with the Commission’s privacy rules that require consent is obtained from each customer prior to release of customer information, unless the Commission orders otherwise. CTAC, UET, and Tiger lodged protests to Advice Letter 3862-G on July 20, 2017. The protests recommended the Energy Division reject PG&E’s requested treatment for currently-enrolled customers as inconsistent with D.16-06-056, and further recommended that PG&E provide notice to these customers that PG&E will be transmitting the said customer information to the CTA. The Commission suspended the Advice Letter on August 8, 2017. The Advice Letter is pending a decision by the Commission.

1.2 The Parties agree that this MOU does not require a party to relinquish, abandon, revise, change, or any way compromise positions regarding the provision of customer authorization summarized in Section 1.1.

1.3 Despite their respective positions, the Parties desire to propose a recommended course to the Commission described in Section 2.1.

1.4 It is the Parties’ intent that this MOU be interpreted so as to provide the Parties with flexibility to continue to work collaboratively, after its effective date, to achieve the sole purposes of this MOU, as detailed in Section 2 below.

NOW THEREFORE, in consideration of the above Recitals, it is hereby agreed as follows:

ARTICLE 2 TERMS OF RECOMMENDATION

2.1 Recommendation to the Commission. The Parties agree to provide full support to recommend to the Commission that it approve of a one-time notification sent by each CTA to each currently-enrolled customer of that respective CTA. The notification will consist of a letter to each customer stating that the gas corporation (PG&E) will release (or continue to release, in the case of customers enrolled in CTA-consolidated billing) certain information about the customer usage, billing and payment data to the CTA on a regular and on-going basis for the purposes of providing billing for CTA services. The letter will not contain an opt-in or opt-out provision, but will provide sufficient information for the customer to contact the CTA with questions or concerns (hereinafter, this paragraph is referred to as the Recommendation).

2.1.1 The Recommendation will be asserted in the Advice Letter 3862-G process. The Recommendation will address only the proposed treatment of customers that are currently enrolled in core gas aggregation service with a CTA designated in accordance with Section 2.5.

2.1.2 To support this Recommendation in Advice Letter 3862-G, each party shall issue statements or take actions in support as necessary to the Commission's Energy Division. This supporting statements or actions will include submission of a supplemental Advice Letter by PG&E, and a response that acknowledges the support of the supplemental Advice Letter by CTAs, and may consist of other actions identified by the Energy Division.

2.1.2.a. PG&E will share its supplemental Advice Letter filing to CTAs prior to the execution of this MOU. PG&E will seek acquiesce of CTAs to the filing, but PG&E retains the option to file the Advice Letter at any time that it concludes that it will not receive this timely acquiesce. Likewise, CTAs assert the MOU may become void if the steps outlined here within are not completed.

2.1.2.b. At the time PG&E shares its supplemental advice letter, CTAs will share its response to the supplemental Advice Letter prior to the execution of this MOU.

2.1.2.c. After the Parties have executed the MOU, no further changes should be made to PG&E's supplemental Advice Letter and CTAs' response(s) without written permission of the Parties.

2.1.2.d. Within three business days after PG&E files the supplemental Advice Letter pursuant to the MOU, CTAs will file the response.

2.1.3 No Party makes a representation or guarantee regarding the likelihood of success of the Recommendation to the Commission. The Recommendation may not be accepted by the Commission. No Party is obligated to appeal, request rehearing, or take additional action following a determination of this issue by the Commission.

2.2 Development of Notification Letter to Customers. Should the Commission approve the Recommendation in Section 2.1, then the Parties shall work together to jointly prepare and approve each form letter to customers regarding the disclosure of customer information from PG&E to their CTA provider. The letter will communicate the following points to the customer, unless modified by the Commission:

- Notice of an important change regarding the customer's gas service account, and state that PG&E will now share the customer's personal complete usage, billing and payment information with the CTA beginning *[insert Date, not less than 30 days from date of mailing]*.
- Notice that PG&E will share energy usage information, billing and payment details to provide Core Gas Aggregation Service to the customer. Provide assurance that the CTA is required to keep each customer's billing and payment information secure and confidential at all times.
- Assurance to the customer that there will be no change to his or her natural gas service. Reference that the CTA will continue to purchase natural gas on the customer's behalf, which will be delivered by PG&E to your home or business.
- Specific CTA contact information (telephone and email) to the customer.

2.3 Notice to the customer of the disclosure of the information shall be the sole subject of the notification letter. The letter shall not contain other topics or contain inserts.

2.4 Each proposed notification letter shall be agreed upon by PG&E and the CTA before its submission to the Commission's Public Advisors Office (PAO). At its discretion, the PAO will comment and approve each form letter prior to mailing to customers. PG&E and each CTAs will seek to reach agreement on a draft letter within 30 days from the initial submittal of draft letter to PG&E.

2.5 Within 45 days of the Commission's approval of Advice 3861-G and Advice 3862-G-A, PG&E and CTAs will meet and confer to establish a mutually acceptable date for PG&E to provide the CTA with their current customer lists. The date of the customer list and the listed customers will define the "current" customer population for each CTA.

2.6 No earlier than 30 days after mailing of the notice to each current customer, each CTA is to certify to PG&E compliance with the Recommendation. For customers who object to this release of customer information to the CTA, CTAs may, at the CTA's election, return the customer to bundled service if mutually agreed to by the customer, or provide to PG&E the names of customers to stay with the CTA but otherwise revoke authorization for the release of complete usage, payment, and billing information. CTAs are to provide this information within 20 days of receipt of notice from the customer. CTAs will work with PG&E and the Commission to identify a process for addressing customers who have communicated that they do not want the additional information released. PG&E will disclose to CTAs the identities of customers who for any reason have provided objection to the release of information or have lodged complaint of any kind arising out of the notification letter. The purpose for this recommendation is to ensure that PG&E does not release information relating to a customer who have communicated that they do not want their information released.

ARTICLE 3 TERM AND GENERAL PROVISIONS

3.1 The Parties agree that the MOU shall become effective the date of execution by last signatory to the MOU.

3.2 This MOU embodies the entire understanding and agreement of the Parties with respect to the matters described, and, it supersedes all prior oral or written agreements, principles, negotiations, statements, representations, or understandings among the Parties with respect to those matters.

3.3 This Settlement represents a negotiated compromise among the Parties' respective positions on the matters described, and the Parties have assented to the terms of the Settlement only to arrive at the agreement embodied herein. Nothing contained in the Settlement should be considered an admission of, acceptance of, agreement to, or endorsement of any disputed fact, principle, or position previously presented by any of the Parties on these matters in this proceeding.

3.4 The Parties agree that this MOU should not constitute precedent regarding any principle or issue in this proceeding or in any future proceeding.

3.5 The Parties agree this MOU shall not be construed against any Party because that Party or its counsel or advocate drafted the provision.

3.6 This MOU may be amended or modified only by a written agreement signed by each Party.

3.7 This MOU shall be governed by and construed in accordance with California law, including but not limited to Commission Rules of Practice and Procedure.

3.8 The terms of this MOU were developed in discussions under Commission Rule of Practice and Procedure 12. The Parties will provide permission to disclose this MOU as part of PG&E's supplemental Advice Letter filing (AL 3862-G), for purposes of demonstrating agreement to support the Recommendation. The MOU or terms thereof shall not be disclosed in

any other forum outside of AL 3862-G or manner without the written permission of each of the Parties to the MOU.

3.9 This Settlement may be executed in separate counterparts by different Parties hereto and all so executed will be binding and have the same effect as if all the Parties had signed one and the same document.

WHEREAS, this MOU is executed by the Parties as indicated on the dates below.

The undersigned represents that they are authorized to sign on behalf of the party represented for purposes of this MOU.

<p>Pacific Gas and Electric Company</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Tiger Natural Gas Company</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>United Energy Trading, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Just Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Gas and Power Technologies, Inc.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>IGS Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Vista Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ABAG Power</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>


<p>School Project for Utility Rate Reduction</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>Ambit Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>Greenwave Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>North Star Gas Company, LLC, d/b/a YEP Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>XOOM Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	

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<p>Pacific Gas and Electric Company</p> <p>By: </p> <p>Print Name: <u>David Gutierrez</u></p> <p>Title: <u>Senior Manager</u></p> <p>Date: <u>1-24-2018</u></p>	<p>Tiger Natural Gas Company</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>United Energy Trading, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>Just Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
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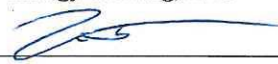
<p>Pacific Gas and Electric Company</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Tiger Natural Gas Company</p> <p>By: <u>Lori Nalley Johnson</u></p> <p>Print Name: <u>Lori Nalley Johnson</u></p> <p>Title: <u>President</u></p> <p>Date: <u>1-16-18</u></p>
<p>United Energy Trading, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Just Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>United Energy Trading, LLC</p> <p>By:  _____</p> <p>Print Name: <u>MIKE HUGGINS</u></p> <p>Title: <u>MANAGING DIRECTOR</u></p> <p>Date: Date: <u>1/24/18</u></p>	<p>Just Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>Gas and Power Technologies, Inc.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>IGS Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
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<p>Gas and Power Technologies, Inc.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>IGS Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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United Energy Trading, LLC By: _____ Print Name: _____ Title: _____ Date: Date: _____	Just Energy By: _____ Print Name: _____ Title: _____ Date: Date: _____
Gas and Power Technologies, Inc. By: <u>Marc Estrada</u> Print Name: <u>MARC ESTRADA</u> Title: <u>PRESIDENT</u> Date: Date: <u>1/25/2018</u>	IGS Energy By: _____ Print Name: _____ Title: _____ Date: Date: _____
Vista Energy By: _____ Print Name: _____ Title: _____ Date: Date: _____	ABAG Power By: _____ Print Name: _____ Title: _____ Date: Date: _____

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<p>Gas and Power Technologies, Inc.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>IGS Energy</p> <p>By: <u>Joseph Oliber</u></p> <p>Print Name: <u>Joseph Oliber</u></p> <p>Title: <u>Senior Regulatory Counsel</u></p>

Date: Date: _____	Date: Date: <u>1/16/18</u>
Vista Energy	ABAG Power
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: Date: _____	Date: Date: _____
School Project for Utility Rate Reduction	Ambit Energy
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: Date: _____	Date: Date: _____
Greenwave Energy	North Star Gas Company, LLC, d/b/a YEP Energy
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: Date: _____	Date: Date: _____
XOOM Energy	
By: _____	
Print Name: _____	

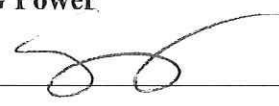
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Gas and Power Technologies, Inc. By: _____ Print Name: _____ Title: _____ Date: Date: _____	IGS Energy By: _____ Print Name: _____ Title: _____ Date: Date: _____
Vista Energy By: <u><i>Harry Kingerski</i></u> Print Name: <u>HARRY KINGERSKI</u> Title: <u>VP - Regulatory</u> Date: Date: <u>1/16/2018</u>	ABAG Power By: _____ Print Name: _____ Title: _____ Date: Date: _____


Print Name: _____ Title: _____ _____ Date: Date: _____	Print Name: _____ Title: _____ _____ Date: Date: _____
Vista Energy By: _____ Print Name: _____ Title: _____ _____ Date: Date: _____	ABAG Power By:  _____ Print Name: <u>Steve Heminger</u> Title: <u>Metropolitan Transportation</u> <u>Commission Executive Director, Acting</u> <u>Pursuant to Contract for Services dated</u> <u>May 30, 2017</u> Date: Date: <u>2/21/18</u>
School Project for Utility Rate Reduction By: _____ Print Name: _____ Title: _____ _____ Date: Date: _____	Ambit Energy By: _____ Print Name: _____ Title: _____ _____ Date: Date: _____
Greenwave Energy By: _____ Print Name: _____	North Star Gas Company, LLC, d/b/a YEP Energy By: _____ Print Name: _____

<p>School Project for Utility Rate Reduction</p> <p>By: <u></u></p> <p>Print Name: _____</p> <p>Title: Michael Rochman Managing Director</p> <p>Date: Date: <u>1/16/18</u></p>	<p>Ambit Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>Greenwave Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>North Star Gas Company, LLC, d/b/a YEP Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>XOOM Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	

<p>School Project for Utility Rate Reduction</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>Ambit Energy</p> <p>By: <u><i>Drew Gormley</i></u></p> <p>Print Name: <u>DREW GORMLEY</u></p> <p>Title: <u>VP, Risk Mgmt + Trading</u></p> <p>Date: Date: <u>1/29/2018</u></p>
<p>Greenwave Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>North Star Gas Company, LLC, d/b/a YEP Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
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<p>School Project for Utility Rate Reduction</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>Ambit Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>Greenwave Energy</p> <p>By: <u></u></p> <p>Print Name: <u>Michael Bush</u></p> <p>Title: <u>CEO</u></p> <p>Date: Date: <u>1/30/18</u></p>	<p>North Star Gas Company, LLC, d/b/a YEP Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
<p>XOOM Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	

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<p>Greenwave Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>North Star Gas Company, LLC, d/b/a YEP Energy</p> <p>By: <u><i>Penny Hankins</i></u></p> <p>Print Name: <u>PENNY HANKINS</u></p> <p>Title: <u>CEO</u></p> <p>Date: Date: <u>01-18-18</u></p>
<p>XOOM Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	

<p>School Project for Utility Rate Reduction</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>	<p>Ambit Energy</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: Date: _____</p>
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<p>XOOM Energy</p> <p>By:  _____</p> <p>Print Name: <u>Chris Phillips</u></p> <p>Title: <u>COO</u></p> <p>Date: Date: <u>1/31/18</u></p>	

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

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