

NOTICE OF EX PARTE COMMUNICATION
OF PACIFIC GAS AND ELECTRIC COMPANY
(A.09-09-013)

ATTACHMENTS

1 section in the tariff says the customer
2 nominate only to the delivery point, and you
3 stress the singular, correct?

4 A Yes.

5 Q To the left of that why then does
6 the tariff say delivery points which is
7 plural, to your knowledge?

8 A Well, as a group of customers, the
9 G-XF group of customers have multiple
10 delivery points. That is one customer has an
11 on-system delivery point and most all the
12 other customers have off-system delivery
13 points. So they are -- under the tariff
14 there is more than one delivery point allowed
15 under the tariff. But I think the tariff
16 states that for any given shipper that they
17 were limited to the delivery points set forth
18 in their Exhibit A.

19 Q Does the word "original exhibit,"
20 let's just stick to the word "original," does
21 that appear in the section of the G-XF tariff
22 in delivery points?

23 A Yes.

24 Q Did that word exist in the 1997
25 version, the earlier version of that tariff?

26 A Are you referring to the
27 January 27th, 1997, version?

28 Q Yes.

Settlement Agreement:

As part of the Gas Accord, PG&E will assume 100 percent of the throughput risk associated with all PG&E intrastate transmission. One portion of this capacity is currently used by firm Expansion shippers under 30-year contracts. . . . Because of the significant financial risk assumed by PG&E in constructing new capacity for this purpose, implementation of the Gas Accord is not feasible for PG&E's shareholders unless the Commission supports and approves the G-XF modifications. . . . These modifications preserve the rights of these shippers without giving them a potential windfall due to the unbundling under the Gas Accord.²

In light of the Gas Accord, and in the interest of fairness to all customers, PG&E revised its G-XF tariff to limit each Expansion shipper to the single delivery point indicated in each respective shipper's Exhibit A. The March 1, 1998 G-XF tariff implementing the Gas Accord indicated that "Customer may nominate only to the Delivery Point set forth in Exhibit A to the Customer's FTSA."¹⁰ That language is the same as PG&E's current G-XF tariff. The use of the singular "Delivery Point" was deliberate, to reflect that any given shipper was limited to a single delivery point.¹¹ By contrast, the heading of this section of the tariff is "Delivery Points" (plural) because:

[A]s a group of customers, the G-XF group of customers have multiple delivery points. That is one customer has an on-system delivery point and most all the other customers have off-system delivery points. . . . [U]nder the tariff there is more than one delivery point allowed under the tariff. But I think the tariff states that for any given shipper that they were limited to the delivery point set forth in their Exhibit A.¹²

² A.96-08-043, Motion for Order Adopting Stipulation and Settlement Agreement and for Other Procedural Rulings, at 33-34.

¹⁰ Ex. 18, Att. 1E.

¹¹ Transcript, pp. 1197, line 28-1198, line 18 (Graham, PG&E).

¹² Transcript, p. 1198, lines 8-18 (Graham, PG&E).