



J. Steve Rahon
Director
Tariffs & Regulatory Accounts

8315 Century Park Ct. San Diego, CA 92123-1550 Tel: 858.654.1773 Fax 858.654.1788 srahon@SempraUtilities.com

June 27, 2005

Advice No. 3508 (U 904 G)

Public Utilities Commission of the State of California

#### Subject: Revisions to Rule No. 33 and the Electronic Bulletin Board Agreement

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its tariff schedules, applicable throughout its service territory, as shown on Attachment B.

#### **Purpose**

This filing revises SoCalGas Rule No. 33, Electronic Bulletin Board, and the Electronic Bulletin Board Agreement Form 6597-3 (EBB Agreement) to update the language in the Rule and the Agreement to more accurately reflect technology and practice changes resulting from the replacement of SoCalGas' gas management computer system. In addition, changes are being proposed to consolidate and clarify information contained in the EBB Agreement and the Rule to make the documents easier to understand.

#### Background

Rule No. 33 was created in 1991 to explain the services provided by and the requirements of SoCalGas' first complex gas management computer system, known as GasSelect. In 2003, a new internet-based computer system, referred to as the Electronic Bulletin Board (EBB), replaced the aging GasSelect system. At that time SoCalGas filed Advice No. (AL) 3235 to change references to GasSelect to EBB throughout its tariff, including Rule No. 33 and the EBB Agreement. In addition to the name change, the system replacement has caused other changes to need to be made to Rule No. 33 and the EBB Agreement. Even though the basic purpose and system functionalities are the same under the new EBB system, some of the provisions in Rule No. 33 and the EBB Agreement are no longer technically correct. The majority of these changes are due to the EBB being an internet-based system so that the prior references throughout Rule No. 33 and the EBB Agreement to software copies, documentation, distribution, modification, etc. are no longer applicable.

With this filing, SoCalGas is proposing to make changes to Rule No. 33 and the EBB Agreement to remove obsolete language, reword and add clarifying language to better document current practices, and move data from the EBB Agreement to Rule No. 33 to consolidate information. For easier administration, SoCalGas also proposes that the EBB Agreement be a separate contract not

associated with SoCalGas' Master Services Contract Form 6597. Currently the EBB Agreement is one of many schedules to the Master Services Contract. Some parties only need the EBB Agreement but because it is a schedule to the Master Services Contract are required to execute a Master Services Contract solely for the EBB Agreement schedule. This requirement will be eliminated if the EBB Agreement is a separate contract.

#### **Proposed Changes**

#### **EBB Agreement Changes**

- 1) Several provisions in the EBB Agreement have been moved to Rule No. 33 to consolidate information addressing the same subject in one place.
- 2) Information on software copies and electronic data interchange (EDI) communications has been deleted, as it no longer applies under the internet-based EBB system.
- 3) The EBB Agreement has been made a separate agreement and will no longer be a schedule to the Master Services Contract. The title has been changed from, Master Services Contract, Schedule C, Electronic Bulletin Board (EBB) Agreement Form 6597-3 to Electronic Bulletin Board (EBB) Agreement Form 6800. The EBB Agreement will have two exhibits: (1) Exhibit A EBB Logon ID Request (Form 6800-A) and (2) Exhibit B Delegation of Authority to Execute Logon ID Request Form Changes/Additions on Behalf of Customer (Form 6800-B). The proposed Exhibit A replaces a similar Exhibit A to the current agreement. Information on requesting changes to Logon IDs has been added to Exhibit A and a statement that the exhibit is subject to the provisions in Rule No. 33 has also been added. The proposed Exhibit B is a new form designed to make customer changes to Logon IDs easier for both SoCalGas and the customer to administer.

#### Rule No. 33 Changes

- 1) Several provisions from the current version of the EBB Agreement have been moved to Rule No. 33 to consolidate information addressing the same subject in one place.
- 2) The service "obtaining Utility operational data as required in D.98-03-073, Remedial Measures" has been added to Section B, EBB SERVICES. SoCalGas uses the EBB to provide information on pipeline operations as ordered by D.98-03-073.
- 3) Section D, SOFTWARE PROGRAMS AND DOCUMENTATION, has been renamed ACCESS AND RESTRICTIONS to better reflect the provisions in the section that have been updated to delete obsolete language related to the GasSelect system.
- 4) Information on the purpose of and how to use the revised Logon ID Request Form 6800-A and the new Delegation of Authority Form 6800-B has been added to Section E., AUTHORIZED INDIVIDUAL USERS.
- 5) A new Section F. ELECTRONIC TRANSACTIONS, has been added that contains updated information that is being moved from the EBB Agreement.
- 6) A new Section H. GENERAL CONDITIONS, has been added that contains information that is being moved from the EBB Agreement and also includes new provisions on monitoring user utilization of the EBB and the confidentiality of the information obtained through such monitoring.

The filing will neither result in an increase or decrease in any present rate or charge, nor will it deviate from or conflict with any current rate schedule or rule. Moreover, this advice letter will not cause the withdrawal of any service currently provided by SoCalGas or impose more restrictions on SoCalGas' customers.

#### **Effective Date**

SoCalGas believes that this filing is subject to Energy Division disposition and therefore respectfully requests that this advice letter become effective July 27, 2005, which is thirty (30) calendar days after the date filed.

#### **Protest**

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date of this Advice Letter. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division Attention: Tariff Unit 505 Van Ness Avenue San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer (<a href="mailto:ijr@cpuc.ca.gov">ijr@cpuc.ca.gov</a>) and Honesto Gatchalian (<a href="mailto:inj@cpuc.ca.gov">inj@cpuc.ca.gov</a>) of the Energy Division. A copy of the protest shall also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom Tariff Manager - GT14D6 555 West Fifth Street Los Angeles, CA 90013-1011 Facsimile No. (213) 244-4957

E-Mail: snewsom@semprautilities.com

#### Notice

A copy of this advice letter is being sent to the parties listed on Attachment A.

J. STEVE RAHON
Director
Tariffs and Regulatory Accounts

Attachments

### 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. SOUTHERN CALIFORNIA GAS COMPANY/ U 904 G			
Utility type:	Contact Person: <u>Donna Shepherd</u>		
I · · · ·	Phone #: (213) 244-3837		
☐ PLC ☐ HEAT ☐ WATER	E-mail: dmshepherd@semprautilities.com		
EXPLANATION OF UTILITY TYI	PE	(Date Filed/ Received Stamp by CPUC)	
ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat W	VATER = Water		
Advice Letter (AL) #: 3508			
Subject of AL: <u>Revisions to Rule No</u>	o. 33 and the Elect	tronic Bulletin Board Agreement	
Keywords (choose from CPUC listing)	: Contracts, Rules	3	
AL filing type:   Monthly  Quarter	rly 🗌 Annual 🛛 O	ne-Time 🗌 Other	
If AL filed in compliance with a Comm			
•			
Does AL replace a withdrawn or rejec	eted AL? If so, ider	ntify the prior AL	
Summarize differences between the AL and the prior withdrawn or rejected AL¹:			
Resolution Required?  Yes  No			
Requested effective date: 7/27/05 No. of tariff sheets: 10			
Estimated system annual revenue eff	ect: (%): N/A		
Estimated system average rate effect	(%): N/A		
	· · ·	 L showing average rate effects on customer	
classes (residential, small commercia		0 0	
Tariff schedules affected: Rule No. 33, Sample Forms, and Tables of Contents			
Service affected and changes proposed <sup>1</sup> :			
Pending advice letters that revise the	same tariff sheets	:	
Protests and all other correspondence this filing, unless otherwise authorized		are due no later than 20 days after the date of on, and shall be sent to:	
CPUC, Energy Division		outhern California Gas Company	
Attention: Tariff Unit 505 Van Ness Avenue		ttention: Sid Newsom 55 West Fifth Street, ML GT14D6	
San Francisco, CA 94102		os Angeles, CA 90013-4957	
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov	_		

 $<sup>^{\</sup>scriptsize 1}$  Discuss in AL if more space is needed.

#### **ATTACHMENT A**

Advice No. 3508

(See Attached Service List)

ACN Energy
Gary Morrow

GMorrow@commerceenergy.com

Aglet Consumer Alliance James Weil

jweil@aglet.org

BP Amoco, Reg. Affairs Marianne Jones

501 West Lake Park Blvd. Houston, TX 77079

Beta Consulting John Burkholder burkee@cts.com

CPUC R. Mark Pocta rmp@cpuc.ca.gov

City of Anaheim Ben Nakayama Public Utilities Dept. P. O. Box 3222 Anaheim, CA 92803

City of Burbank Fred Fletcher/Ronald Davis 164 West Magnolia Blvd., Box 631 Burbank, CA 91503-0631

City of Long Beach, Gas Dept. Chris Garner 2400 East Spring Street Long Beach, CA 90806-2385

City of Riverside

Joanne Snowden

jsnowden@riversideca.gov

Crossborder Energy
Tom Beach
tomb@crossborderenergy.com

ACN Energy Tony Cusati

tony.cusati@commerceenergy.com

Alcantar & Kahl Elizabeth Westby egw@a-klaw.com

BP EnergyCo.
J. M. Zaiontz
Zaiontj@bp.com

**CPUC** 

Consumer Affairs Branch 505 Van Ness Ave., #2003 San Francisco, CA 94102

California Energy Market Lulu Weinzimer

Iuluw@newsdata.com

City of Azusa Light & Power Dept. 215 E. Foothill Blvd. Azusa, CA 91702

City of Colton Thomas K. Clarke 650 N. La Cadena Drive Colton, CA 92324

City of Los Angeles City Attorney 200 North Main Street, 800 Los Angeles, CA 90012

City of Vernon

Daniel Garcia

dgarcia@ci.vernon.ca.us

Pat Darish pdarish@commerceenergy.com

ACN Inc.
Glenn Kinser
gkinser@commerceenergy.com

Alcantar & Kahl Kari Harteloo klc@a-klaw.com

Barkovich & Yap Catherine E. Yap ceyap@earthlink.net

CPUC

Energy Rate Design & Econ. 505 Van Ness Ave., Rm. 4002 San Francisco, CA 94102

Calpine Corp Avis Clark

aclark@calpine.com

City of Banning Paul Toor P. O. Box 998 Banning, CA 92220

City of Lompoc
H. Paul Jones
100 Civic Center Plaza

100 Civic Center Plaza Lompoc, CA 93438

City of Pasadena Manuel A. Robledo

150 S. Los Robles Ave., #200

Pasadena, CA 91101

County of Los Angeles Stephen Crouch

1100 N. Eastern Ave., Room 300

Los Angeles, CA 90063

Davis Wright Tremaine, LLP

Christopher Hilen chrishilen@dwt.com

Matthew Brady

matt@bradylawus.com

Davis, Wright, Tremaine **Davis Wright Tremaine, LLP Dept. of General Services** Edward W. O'Neill Judy Pau Celia Torres celia.torres@dgs.ca.gov One Embarcadero Center, #600 judypau@dwt.com San Francisco, CA 94111-3834 **Douglass & Liddell** Dan Douglass Downey, Brand, Seymour & Rohwer liddell@energyattorney.com douglass@energyattorney.com Ann Trowbridge atrowbridge@downeybrand.com **Duke Energy North America** Downey, Brand, Seymour & Rohwer Dynegy Dan Carroll **Melanie Gillette** Joseph M. Paul dcarroll@downeybrand.com mlgillette@duke-energy.com jmpa@dynegy.com **Gas Purchasing General Services Administration** Goodin, MacBride, Squeri, Ritchie & Day, LLP BC Gas Utility Ltd. **Facilities Management (9PM-FT)** J. H. Patrick 450 Golden Gate Ave. 16705 Fraser Highway hpatrick@gmssr.com San Francisco, CA 94102-3611 Surrey, British Columbia, V3S 2X7 Goodin, MacBride, Squeri, Ritchie & **Jacqueline Greig** Hanna & Morton Day, LLP jnm@cpuc.ca.gov Norman A. Pedersen, Esq. James D. Squeri npedersen@hanmor.com isqueri@gmssr.com **David Huard Imperial Irrigation District** JBS Energy dhuard@manatt.com K. S. Noller Jeff Nahigian P. O. Box 937 jeff@jbsenergy.com Imperial, CA 92251 **LADWP** Jeffer, Mangels, Butler & Marmaro **Kern River Gas Transmission Company** 2 Embarcaero Center, 5th Floor Janie Nielsen Nevenka Ubavich Janie.Nielsen@KernRiverGas.com nevenka.ubavich@ladwp.com San Francisco, CA 94111 **LADWP** Law Offices of Diane I. Fellman Law Offices of William H. Booth Diane Fellman William Booth Randy Howard P. O. Box 51111, Rm. 956 difellman@fellmanlaw.com wbooth@booth-law.com Los Angeles, CA 90051-0100 Luce, Forward, Hamilton & Scripps MRW & Associates **March Joint Powers Authority** John Leslie **Robert Weisenmiller Lori Stone** ileslie@luce.com mrw@mrwassoc.com PO Box 7480, Moreno Valley, CA 92552 **ORA Matthew Brady & Associates** National Utility Service, Inc.

Jim Boyle

One Maynard Drive, P. O. Box 712

Park Ridge, NJ 07656-0712

**Galen Dunham** 

gsd@cpuc.ca.gov

PG&E **Anita Smith** aws4@pge.com

jpc2@pge.com

Pacific Gas & Electric Co. John Clarke

R. W. Beck, Inc. **Catherine Elder** celder@rwbeck.com

Southern California Edison Co Fileroom Supervisor 2244 Walnut Grove Ave., Room 290,

GO1 Rosemead, CA 91770

Kevin Cini Kevin.Cini@SCE.com

Southern California Edison Co.

Southwest Gas Corp. John Hester P. O. Box 98510

Las Vegas, NV 89193-8510

**TURN** Marcel Hawiger marcel@turn.org

Transwestern Pipeline Co. Kelly Allen kelly.allen@enron.com

PG&E **Todd Novak** tsn2@pge.com

**Praxair Inc** 

**Rick Noger** 

rick\_noger@praxair.com

Regulatory & Cogen Services, Inc. Donald W. Schoenbeck 900 Washington Street, #780 Vancouver, WA 98660

Southern California Edison Co

Karvn Gansecki

601 Van Ness Ave., #2040 San Francisco, CA 94102

Southern California Edison Co.

John Quinlan

john.guinlan@sce.com

**Suburban Water System** 

**Bob Kelly** 

1211 E. Center Court Drive

Covina, CA 91724

**TURN** Mike Florio mflorio@turn.org

Vandenberg AFB Ken Padilla

ken.padilla@vandenberg.af.mil

PG&E Sue Shaw sxs9@pge.com

**Questar Southern Trails** 

Lenard Wright

Lenard.Wright@Questar.com

Richard Hairston & Co. Richard Hairston hairstonco@aol.com

Southern California Edison Co.

Colin E. Cushnie

Colin.Cushnie@SCE.com

**Southern California Edison Company** 

Michael Alexander

Michael.Alexander@sce.com

Sutherland, Asbill & Brennan

Keith McCrea

kmccrea@sablaw.com

The Mehle Law Firm PLLC

Colette B. Mehle

cmehle@mehlelaw.com

**Western Manufactured Houseing** 

Communities Assoc.

Sheila Day

sheila@wma.org

#### ATTACHMENT B Advice No. 3508

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 39333-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 1	Revised 36321-G
Revised 39334-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 2	Revised 36322-G
Revised 39335-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 3	Revised 38770-G
Original 39336-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 4	
Original 39337-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 5	
Original 39338-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 6	
Original 39339-G	SAMPLE FORMS - CONTRACTS, Electronic Bulletin Board (EBB) Agreement Form 6800 (6/05), Sheet 1	
Revised 39340-G	TABLE OF CONTENTS	Revised 38771-G*
Revised 39341-G	TABLE OF CONTENTS	Revised 38167-G
Revised 39342-G	TABLE OF CONTENTS	Revised 39332-G

#### Rule No. 33 Electronic Bulletin Board (EBB)

Sheet 1

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#### A. GENERAL

Utility will provide end-use customers, authorized marketers, and aggregators (hereinafter "User") access to its electronic transaction information and communication system known as Electronic Bulletin Board (EBB), as defined in Rule No. 1, contingent upon User meeting all conditions of Utility for authorization to use the EBB system. The general terms and conditions applicable to the provision and use of EBB are set forth herein. Utility may terminate all or any part of the EBB program at any time, but will provide as much prior notice of any such termination as reasonably possible. Use of the EBB is not mandatory. Utility reserves the right at any time to deny EBB access to any requesting party that has not completed the necessary qualification procedures, or that Utility reasonably believes is not financially or technically qualified to use the EBB.

B. EBB SERVICES

Utility has implemented the EBB to facilitate certain Utility-to-User and User-to-User interactions through the use of the Internet. The EBB is intended to be accessible for the following services or

- 1. nominating with Utility for transportation or storage capacity on Utility's intrastate system, including the ability for User to verify receipt and allocation by Utility of such nominations;
- 2. obtaining gas usage information by account or group of accounts for User with electronic gas measurement;
- 3. providing imbalance quantities and serving as a mechanism for submitting transportation imbalance and storage trade requests to Utility for validation during the imbalance trading periods;
- 4. obtaining information regarding such things as Utility tariff rate changes, curtailments, regulatory notices and other general information items;
- 5. acting as an electronic mail system between User and Utility; and,
- 6. obtaining Utility operational data as required in D.98-03-073, Remedial Measures.

C. <u>USER HARDWARE REQUIREMENTS</u>

functions (hereinafter "Services"):

To access and use the EBB system, authorized User must have access to the Internet. EBB technical requirements are posted on the EBB website.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3508 DECISION NO.

1H24

ISSUED BY

Lee Schavrien

Vice President

Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & Jun \ 27, \ 2005 \\ \text{EFFECTIVE} & Jul \ 27, \ 2005 \end{array}$ 

RESOLUTION NO.

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LOS ANGELES, CALIFORNIA CANCELING

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

39334-G 36322-G

#### Rule No. 33 Electronic Bulletin Board (EBB)

Sheet 2

(Continued)

#### D. ACCESS AND RESTRICTIONS

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1. Once User has satisfactorily met all of Utility's requirements for authorization to access the EBB, including the execution of an Electronic Bulletin Board Agreement (Form 6800) and all necessary Exhibits thereto, Utility will provide such User access to and the capability to enter electronically into the EBB applications selected by User.

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2. Use of the EBB shall at all times be subject to Utility's posted EBB "Legal" and "Privacy" policies, which may be changed by Utility without prior notice.

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3. All data submitted to the EBB by User and all information related to transactions entered into by User through the system shall be available on a non-exclusive basis by Utility, and both Utility and User shall have the right to use, for normal business operations such information subject to the confidentiality provisions in Section H.2 of this Rule.

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4. User shall not modify, duplicate, revise or otherwise manipulate the EBB website, any content posted thereon by Utility, or based on or derived therefrom, or any software programs used in connection with the EBB in any manner. Such prohibited actions shall include without limitation reverse assembling or reverse compiling, translating or converting software programs or any portion thereof to human readable form, or transferring, assigning, distributing or otherwise making available copies of software programs without the express prior written consent of Utility.

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5. User shall not in any way infringe upon the proprietary rights of Utility or any other party with said rights or in any way violate the applicable laws, tariffs or regulations of any governmental entity. User's use of the EBB system and any and all software programs and documentation provided therewith is at all times subject to all applicable legal, regulatory, and tariff restrictions, including without limitation trademark and copyright laws, and User shall use the EBB in compliance with all said restrictions.

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6. Utility may terminate or suspend User's rights to access the EBB Services and to conduct some or all transactions in accordance with the applicable Tariff Rules and contracts in the event User defaults or breaches its obligations in connection therewith. If User is delinquent in its payments to Utility for a particular type of service transaction, Utility may suspend User's rights to enter into such transactions using the EBB until User cures the default in full.

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7. At all times during the term hereof, Utility reserves the right to modify or alter the EBB access and content, add new Services and any software and/or documentation or other materials used in connection with the EBB. Subject to any necessary approvals, all such modifications or alterations shall become subject to this Rule.

(Continued)

(TO BE INSERTED BY UTILITY) 3508 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Vice President

(TO BE INSERTED BY CAL. PUC) Jun 27, 2005 DATE FILED Jul 27, 2005 **EFFECTIVE** RESOLUTION NO.

Regulatory Affairs

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

39335-G 38770-G

#### Rule No. 33 Electronic Bulletin Board (EBB)

Sheet 3

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#### E. AUTHORIZED INDIVIDUAL USERS

Authorized User shall allow only its specifically authorized employees and/or agents access to and use of EBB and all Software Programs and Software Documentation. Authorized User shall identify each and every such individual to Utility in writing, through the use of the Exhibit A EBB Logon ID Request Form, (Form 6800-A), prior to their use of the EBB system.

Authorization is limited strictly to such designated individuals until such time as User requests otherwise. In the event such individual's authorization to use system is terminated for whatever reason, including but not limited to a change in employment and/or the necessity to change authorization to another person or persons, authorized User must provide Utility immediate notice thereof and must request any new authorizations required as a consequence. User shall be solely responsible for the actions of any individuals it designates in connection with the EBB system.

If User desires to change or add a type of EBB Service or to change the individuals authorized on its behalf to conduct electronic transactions, User shall fax to Utility a new Logon ID Request Form. Such authorized representative shall be the individual named in a Delegation of Authority Form (Exhibit B to Form 6800) or the sole proprietor, or an authorized officer or partner with authority to bind User. The changes or additions shall be effective as soon as reasonably possible after Utility receives the new Logon ID Request Form, and in any event, not later than the close of Utility's business day if the fax is received at least one hour prior to closing and shall be effective within the first hour of the next business day if received thereafter. Utility may, but is not required to, send written confirmation to User of Utility's receipt of the changes or additions. To revoke the authority of an individual to enter into electronic transactions on behalf of User, User may e-mail Utility with such revocation, which shall be effective upon User's receipt of an e-mail confirmation from Utility.

#### F. ELECTRONIC TRANSACTIONS

- 1. By using the EBB, User agrees to enter into and obtain the Services electronically and agrees to all terms and conditions of this Rule and other applicable Tariff Rules and Schedules and applicable contracts. User will be bound by all the applicable terms and conditions of Utility's Tariff Schedules and Rules as in effect from time to time, including the Electronic Bulletin Board Agreement and all Exhibits thereto, which are made available by Utility and selected by User for electronic transactions. User is responsible for any and all costs or expenses associated with its accessing and utilizing the EBB.
- 2. The Services to be transacted through the EBB and designation of the individuals authorized by User to perform those applications shall be as set forth in the Electronic Bulletin Board Agreement Exhibit A, EBB Logon ID Request Form (Form 6800-A).

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(TO BE INSERTED BY UTILITY) 3508 ADVICE LETTER NO. DECISION NO.

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ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 27, 2005 DATE FILED Jul 27, 2005

**EFFECTIVE** RESOLUTION NO.

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LOS ANGELES, CALIFORNIA CANCELING

#### Rule No. 33 Electronic Bulletin Board (EBB)

Sheet 4

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(Continued)

#### F. ELECTRONIC TRANSACTIONS (Continued)

- 3. Any Services or actions taken through the use of a User's Logon ID, regardless of the person initiating such action using User's Logon ID, will be binding on User and all transactions entered into with the User's Logon ID will be legally binding on User in accordance with the Tariff Rules, Schedules and any contract applicable to such transaction, whether or not such applications including transactions or actions were, in fact, authorized by User.
- 4. All Services which are transactions entered into through the EBB shall be deemed to be "in writing" and to have been "signed" for all purposes and that any record of any such transaction will be deemed to be "in writing". Utility and User will not contest the legally binding nature, validity or enforceability of any transaction executed through the EBB based on the fact that it was entered into and executed electronically, and expressly waive any and all rights either may have to assert any such claim. Accordingly, an electronic signature by a party transmitted to the other party may be relied upon, and is enforceable for all purposes in connection herewith and no manual signature shall be required in lieu thereof. However, additional terms or conditions proposed by User in any transmission involving Utility's services shall be deemed rejected unless accepted by Utility in writing.
- 5. Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising in connection with its utilization of Utility's EBB or the licensed materials or resulting from or arising out of any act or omission by any person obtaining access to the EBB through User's Logon ID; provided, however, Utility shall be responsible and indemnify and hold harmless User from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and disbursements) related to Utility's ownership of the EBB and the licensed materials.

#### G. UTILITY REPRESENTATION

- 1. Utility's provision of access to the EBB and any and all use thereof is strictly on an informational basis only.
- 2. Utility does not represent or warrant that the EBB will meet authorized User's requirements or that their operation will be uninterrupted or error-free, and specifically disclaims any representation of fitness for any particular purpose or use.
- 3. Utility's provision of access to the EBB and its maintenance thereof shall in no way be construed as to imply or provide any warranty, sponsorship, or approval by Utility as to the efficacy of the EBB nor of any of the arrangements or relationships made by or based on the use of the EBB by authorized User or any representatives acting on User's behalf.

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(TO BE INSERTED BY UTILITY) 3508 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 27, 2005 DATE FILED Jul 27, 2005

RESOLUTION NO.

**EFFECTIVE** 

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Original

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

39337-G

LOS ANGELES, CALIFORNIA CANCELING

#### Rule No. 33 Electronic Bulletin Board (EBB)

Sheet 5

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#### G. <u>UTILITY REPRESENTATION (Continued)</u>

- 4. Utility expressly disclaims any warranty, representation or opinion, whether expressed or implied, as to the legal enforceability of any relationship which authorized User may enter into associated in any way with information obtained from the EBB.
- 5. The establishment, maintenance or termination of any commercial or legal relationship(s) between authorized User and any other party or parties ("Third Parties") based in whole or in part on information obtained from the EBB are the sole responsibility of the authorized User and such Third Parties.
- 6. Authorized User shall indemnify, hold harmless and defend Utility, its officers, agents and employees, from and against any and all loss, damage, expense, cost (including reasonable attorneys' fees, costs and disbursements) and/or liability arising out of or in any way connected with the performance or non-performance of the EBB, however caused, except to the extent caused by active negligence or willful misconduct of Utility, its officers, agents and employees.
- 7. User is solely responsible for the selection of Services, particular transactions and products to achieve User's intended results. Utility disclaims any warranty, and makes no opinion, express or implied, as to the advisability or enforceability of any arrangement or relationship User may enter into with any third party based upon the EBB or information obtained from or through the EBB, or the suitability or fitness of such third party. Utility also disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection with the EBB (but any separate contract entered into by Utility and User through the EBB shall be governed by the terms thereof). Such disclaimer by Utility includes without limitation any actions or inactions of Utility related to the design and operation of the EBB, User utilization of the EBB for any purpose or any error or malfunction related thereto, including its availability at times desired by User.
- 8. If any transmission/communication is received in an unintelligible, electronically unreadable, or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received transmission) in a reasonable manner. The sending party shall make reasonable efforts to promptly transmit a corrected, non-garbled communication in lieu of the original message.
- 9. In the event of a dispute, Utility's electronic records (or a "hard copy" downloaded therefrom) are conclusive evidence of any transaction or data applicable thereto.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3508 DECISION NO.

ISSUED BY

Lee Schavrien

Vice President

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} \quad \underline{Jun~27,2005} \end{array}$ 

EFFECTIVE Jul 27, 2005

RESOLUTION NO.

Regulatory Affairs

5H22

Original

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

39338-G

LOS ANGELES, CALIFORNIA CANCELING

#### Rule No. 33 Electronic Bulletin Board (EBB)

Sheet 6

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(Continued)

#### H. GENERAL CONDITIONS

- 1. Access to and utilization of the EBB by User may be monitored by Utility for purposes of monitoring levels of activity in categories of transactions, for purposes of maintaining the functional and operational integrity of the EBB and for purposes of determining compliance with applicable laws and regulations.
- 2. The information obtained by Utility from monitoring the transactions of Users shall remain confidential and shall not be disclosed by Utility to third parties except as may be required to comply with regulatory reporting requirements or otherwise required by law. Information submitted by a User regarding bids, offers, or transactions may be displayed by Utility on the EBB provided such displays will not identify User by any identifying information prohibited by the Commission.
- 3. In no event will Utility or User be liable for any special, indirect, incidental, punitive, or consequential damages in connection herewith as provided in Rule No. 04, even if one party has advised the other of the possibility of such damages.

(TO BE INSERTED BY UTILITY) 3508 ADVICE LETTER NO. DECISION NO.

**ISSUED BY** Lee Schavrien Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 27, 2005 DATE FILED Jul 27, 2005

RESOLUTION NO.

**EFFECTIVE** 

#### SOUTHERN CALIFORNIA GAS COMPANY

LOS ANGELES, CALIFORNIA CANCELING

Original CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

39339-G

SAMPLE FORMS - CONTRACTS Electronic Bulletin Board (EBB) Agreement Form 6800 (6/05)	Sheet 1	N N
(See Attached Form)		
		1

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3508 DECISION NO.

ISSUED BY Lee Schavrien Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) DATE FILED Jun 27, 2005 Jul 27, 2005 **EFFECTIVE** RESOLUTION NO.

#### **ELECTRONIC BULLETIN BOARD AGREEMENT**

This Agreement is ent	tered into this	day of , 200	05 ("Effective Date"	), by and between
Southern California Gas Com	npany, at	[address]	ATTN: _	[title]
("Utility") and, a	at [a	address]	ATTN:	_ [title]
("Customer").				

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

#### Section 1 - Scope

This Agreement, and its related Exhibits, sets forth the terms and conditions under which Utility will make available on-line gas services and information on a non-exclusive basis under its proprietary Electronic Bulletin Board "EBB" system. In acting hereunder each party shall be an independent contractor. During the term hereof, Utility reserves the right to alter EBB access, including without limitation applying additional restrictions on access and use, as well as to replace, modify or eliminate any software and/or documentation or other materials provided to Customer in connection with EBB usage (collectively, "Licensed Materials"). Nothing in this Agreement shall be considered to have transferred any ownership, title or other interest in the EBB system or any Licensed Materials, or materials derived from or based thereon, and SoCalGas shall remain the sole owner thereof. The services offered by Utility in connection with EBB will be as specified in this Agreement, on EBB, or in Utility's Tariff Rate Schedules and Tariff Rules, including Rule No. 33, (collectively, "Tariff Rules"), as each may be in effect from time to time. In the event of any conflict, the materials posted on the EBB shall take precedence over this Agreement, and the Tariff Rules shall take precedence over the EBB posted materials.

#### Section 2 - Term

This Agreement shall become effective on the Effective Date, and continue to the first day of the next following calendar month, and thereafter from calendar month to calendar month until terminated by not less than ten (10) days prior written notice from one party to the other, sent at least ten (10) days prior to the end of any calendar month; however, Utility may terminate this Agreement at any time as provided in the Tariff Rules. Termination shall eliminate any right of use to EBB or the Licensed Materials by Customer. No termination shall, however, relieve either party from discharging obligations arising prior to termination, including without limitation obligations to pay monies due or to adjust prior billings and/or payments to reflect actual transactions.

#### Section 3 - LIMITED WARRANTY - DISCLAIMER

- (a) <u>LIMITED WARRANTY</u> Utility provides the limited warranty that it has the exclusive right to provide Customer the right to utilize EBB and the Licensed Materials as set forth herein; EXCEPT AS SET FORTH IMMEDIATELY ABOVE, UTILITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING EBB OR ANY RELATED SERVICE BY UTILITY. SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF EBB OR THE LICENSED MATERIALS BY CUSTOMER.
- (b) <u>Responsibility</u> Customer shall be solely responsible for the selection of services it utilizes, and the transactions and products it selects. Utility disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection herewith (but any separate contract entered into by Utility and Customer through EBB shall be governed by the terms

thereof), including without limitation the operation of EBB and Customer utilization of the Licensed Materials provided in connection therewith, or any error or malfunction related thereto.

(c) <u>Indemnity</u> - Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) arising in connection with its utilization of EBB or the Licensed Materials; provided, however, Utility shall be responsible and indemnify and hold harmless Customer from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to Utility's ownership of EBB and the Licensed Materials, and Utility's right to enter into this Agreement.

#### Section 4 - Notices

For purposes of notice, all notices and transmittals shall be sent by prepaid U.S. certified mail or courier service to the addresses and contacts listed above, which may be changed at any time on seven (7) days prior written notice.

#### Section 4 - Miscellaneous

- (a) <u>Governmental Jurisdiction</u> This Agreement shall be subject to the continuing jurisdiction of the Public Utilities Commission of the State of California and all rules, regulations, orders or decisions of any governmental entity (including a court) having jurisdiction.
- (b) Entire Agreement This Agreement sets forth the entire understanding of the parties on the subject matter herein, and supersedes and replaces any prior writings, discussions, or communications, whether oral or written. This Agreement shall only be amended or modified by an instrument in writing executed by both parties. To be effective, any waiver of the terms hereof must be in writing.
- (c) <u>Choice of Law</u> This Agreement shall be interpreted under the laws of the state of California, without reference to its principles on conflicts of laws.

(d)	Special Conditions - The following special conditions shall apply to t	his Agreement:
		<u></u>
		_·

IN WITNESS WHEREOF the authorized representatives of Utility and Customer have executed two (2) duplicate original copies as of the Effective Date.

CUSTOMER	UTILITY
	SOUTHERN CALIFORNIA GAS COMPANY
Ву:	By:
Title:	Title:

## ELECTRONIC BULLETIN BOARD AGREEMENT EXHIBIT A

#### **EBB Logon ID Request Form**

Contact Information	on		
Company Name			
Street Address			
City ST ZIP Code			
Work Phone No.			
Fax Phone No.			
E-Mail Address			
Customer's Authorized Employee (Full Name)			
EBB Service Selec	ctions		
Service	Cuons	Select Access Privile	ogo/s
Transactions/Nominations	Execute/Update ( )	View Only ( )	No Access ( )
Imbalance Trading	Execute/Update ( )	View Only ( )	No Access ( )
Meter Usage	Not Applicable	View Only ( )	No Access ( )
Storage Administration	Not Applicable	View Only ( )	No Access ( )
EBB Operational Info	View Only Access to Ir included in the Basic E		nd Pipeline Operations is
Customer agrees that chat Customer faxing the Form who may rely on the fax shall be the person(s) execustomer wishes to enab Customer, Customer shal (Form 6800-B).	n executed by an autlignature as if it were ecuting the applicable le other representative.	horized representati an original. Such a contract for the pa ves to execute subs	ive of Customer to Utility, outhorized representative orticular service or, if equent Forms on behalf o
Terminations of authority m	ay be e-mailed to Utilit	ty at: envoy@sempra	utilities.com
This Logon ID Request For pursuant to Rule No. 33.	m is subject to Utility's	Tariff Rule No. 33 ar	nd is executed by Customer
CUSTOMER			
By:			
Title:			
Date:			

## ELECTRONIC BULLETIN BOARD AGREEMENT EXHIBIT B

# <u>Delegation of Authority</u> <u>To</u> <u>Execute Logon ID Request Form Changes/Additions</u> On Behalf of Customer

Customer hereby delegates to and authorizes the individual(s) ("Representative") named below to execute and deliver to Utility EBB Logon ID Request Form 6800-A on behalf of Customer, and agrees to be bound by any such action, including without limitation by Representative adding to or changing the service applications which Customer may enter into electronically and/or adding to or changing the individuals authorized to use Utility's EBB on Customer's behalf:

nanging the individuals authorized to use Utility's EBB on Customer's behalf:	
Name of Authorized Employee for Customer:	
Title:	
Name of Authorized Employee for Customer:	
Title:	
Our Policy	
Utility may rely on this Delegation of Authority until Utility receives notice of its termination the manner provided in Rule No. 33. The individual(s) signing this Delegation on behalf of Customer represent and warrant to Utility that they are authorized to execute and deliver behalf of Customer.	of
This Form is subject to Rule No. 33, as in effect from time to time.	
CUSTOMER	
By:	
Title:Printed Name:	

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(TO BE INSERTED BY UTILITY) 3508 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 27, 2005 DATE FILED Jul 27, 2005 EFFECTIVE RESOLUTION NO.

3H11

Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

39342-G 39332-G

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The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

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(Continued)

(TO BE INSERTED BY UTILITY) 3508 ADVICE LETTER NO. DECISION NO.

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