

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



REVISED

March 30, 2020

**Advice Letter 5585-G**

Ronald van der Leeden  
Director, Regulatory Affairs  
Southern California Gas  
555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011

**SUBJECT: Updates to SoCalGas' Sample Form No. 3905-D Line Extension Contract**

Dear Mr. van der Leeden:

Advice Letter 5585-G is effective as of March 14, 2020.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph  
Deputy Executive Director for Energy and Climate Policy/  
Director, Energy Division



**Ronald van der Leeden**  
Director  
Regulatory Affairs

555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011  
Tel: 213.244.2009  
Fax: 213.244.4957  
[RvanderLeeden@socalgas.com](mailto:RvanderLeeden@socalgas.com)

February 13, 2020

Advice No. 5585  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Updates to SoCalGas' Sample Form No. 3905-D – Line Extension Contract**

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission or CPUC) updates to its Sample Form No. 3905-D, Line Extension Contract, applicable throughout its service territory, as shown on Attachment A.

**Purpose**

The purpose of this Advice Letter (AL) is to update its Sample Form No. 3905-D, Line Extension Contract, to reflect changes in SoCalGas' company name and logo and clarify the submittal process.

**Background**

SoCalGas Advice No. 3153, Filing of Line Extension Contract – Sample Form 3905-D, was submitted on May 21, 2002 and effective June 30, 2002. During a recent review of Sample Form 3905-D, it was discovered that it included an outdated company name and logo. Additionally, the process for the Applicant to submit copies of the cover letter, executed General Conditions for Line Extensions contract, and Exhibit A requires an update that aligns with the current process, a process which adheres to the Sarbanes-Oxley (SOX) Act.<sup>1</sup> The current process requires the Applicant to return

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<sup>1</sup> Before SOX, a single department was responsible for generating and reviewing the cover letter, General Conditions for Line Extensions contract, and the Exhibit A; sending these documents to the Applicant; processing the executed General Conditions for Line Extension contract returned by the Applicant; and receiving the payment listed on the Exhibit A. Once SOX passed, these duties were separated and assigned to multiple departments to protect shareholders and the general public from any potential accounting errors and fraudulent practices.

the aforementioned documents to the SoCalGas New Business Process Team, the team responsible for reviewing these documents.

### **Requested Updates**

SoCalGas proposes the following updates to its Sample Form No. 3905-D, Line Extension Contract: 1) replace old company logo with new company logo; 2) remove “The Gas Company” references and replace them with “SoCalGas;” and 3) clarify that the cover letter, executed General Conditions for Line Extensions contract, and Exhibit A payment are not to be returned to the SoCalGas planning representative. Rather, the documents should be returned to the SoCalGas New Business Process Team to the email addresses provided on Sample Form 3905-D, and the Exhibit A payment should be received by one of the designated SoCalGas payment channels (e.g., in person at a SoCalGas Branch Office, mailed to SoCalGas Mail Payments).

This submittal will not result in any increase or decrease in any rate or charge, conflict with any rate schedule or any rules, or cause the withdrawal of service.

### **Protest**

Anyone may protest this AL 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 AL, which is March 4, 2020. 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

A copy of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit ([EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)). 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: Ray B. Ortiz  
Tariff Manager - GT14D6  
555 West Fifth Street  
Los Angeles, CA 90013-1011  
Facsimile No.: (213) 244-4957  
E-mail: [ROrtiz@socalgas.com](mailto:ROrtiz@socalgas.com)

**Effective Date**

SoCalGas believes this AL is subject to Energy Division disposition, and should be classified as Tier 2 (effective after staff approval) pursuant to General Order (GO) 96-B. Therefore, SoCalGas respectfully requests that this submittal become effective for service on March 14, 2020, which is 30 calendar days from the date submitted.

**Notice**

A copy of this AL is being sent to SoCalGas' GO 96-B service list. Address change requests to the GO 96-B service list should be directed by e-mail to [tariffs@socalgas.com](mailto:tariffs@socalgas.com) or call 213-244-2837.

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Ronald van der Leeden  
Director – Regulatory Affairs

Attachment



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



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

Company name/CPUC Utility No.:

Utility type:

ELC       GAS       WATER  
 PLC       HEAT

Contact Person:

Phone #:  
E-mail:  
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type:  Monthly     Quarterly     Annual     One-Time     Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes     No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes     No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

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:

Service affected and changes proposed<sup>1</sup>:

Pending advice letters that revise the same tariff sheets:

<sup>1</sup>Discuss in AL if more space is needed.

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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name:  
Title:  
Utility Name:  
Address:  
City: State:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

Name:  
Title:  
Utility Name:  
Address:  
City: State:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

ATTACHMENT A  
Advice No. 5585

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 57204-G	LINE EXTENSION CONTRACT, (Form 3905-D, 03/20)	Original 35393-G
Revised 57205-G	TABLE OF CONTENTS	Revised 56672-G
Revised 57206-G	TABLE OF CONTENTS	Revised 57196-G

LINE EXTENSION CONTRACT  
(Form 3905-D, 03/20)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO.    5585  
DECISION NO.

1H7

ISSUED BY

**Dan Skopec**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED    Feb 13, 2020  
EFFECTIVE    Mar 14, 2020  
RESOLUTION NO.    \_\_\_\_\_





Line Extension Contract

Reference:

SoCalGas Project #: 0000000000
Project Location: 831 E. Any Street

00/00/20XX

Peter Applicant
Powder Tools, Inc.
831 E. Any Street
Los Angeles, CA 90001

Project Scope:

(1) Residential, (2) single family, project located at (3) 685 San Benito Ln. and (4) Yolo Way, in the city of Lake Arrowhead (5), county of San Bernardino, (6) Tract #####. (7)

Install (8) Main, Stub, Service / Meter, Additional Meter, Service Reinforcement, 2nd Service, Temporary Service to (9) [41] planned dwelling units (10) Applicant Design, Applicant Install, in Applicant provided joint trench.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 00/00/20XX details the estimated costs and allowances, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances.

To acknowledge your receipt of the Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to the SoCalGas New Business Process Team at either NewBusinessProcessTeam@esign.sempra.com, if you are executing these documents through the electronic signature portal, or NewBusinessProcessTeam@semprautilities.com, if you are not executing these documents through the electronic signature portal. Your return of the executed copy of this letter plus any required advance made through one of the designated SoCalGas payment channels (e.g., in person at a SoCalGas Branch Office, mailed to SoCalGas Mail Payments: P.O. Box 2007, ML711D, Monterey Park, CA 91754-0957), will constitute your request to SoCalGas to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a SoCalGas customer and want to provide you with the best possible service. If you have any questions, please contact me at (000) 000-0000.

Sincerely,

Mr. Patrick Planner
FIELD PLANNING ASSOCIATE
3124 W. 36TH STREET
LOS ANGELES, CA 90018

## **SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS**

These are the general conditions under which Southern California Gas Company ("SoCalGas") will provide line extensions for Applicants.

### **I. COSTS**

A. **Estimates and Duration.** The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once SoCalGas begins the installation, the estimated cost will remain in effect for twelve (12) months. If at the end of the twelve (12) months the work is not complete, SoCalGas reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs.

B. **Allowances.** Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date SoCalGas completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rule Nos. 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA /CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule No. 22.

C. **Attorney's Fees and Offset.** If SoCalGas is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that SoCalGas is entitled to recover its reasonable attorneys' fees and costs. SoCalGas may withhold from any payments due Applicant any amounts Applicant owes SoCalGas.

### **II. INDEMNITY**

A. **General.** Applicant shall indemnify and hold SoCalGas harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of SoCalGas or Applicant, injury to property of SoCalGas, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct by SoCalGas.

B. **Environmental.** Applicant shall indemnify and hold SoCalGas harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of SoCalGas' work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and SoCalGas, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that SoCalGas may stop work, terminate it, redesign the gas facilities to a different

location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, SoCalGas may withhold from payments due Applicant such amounts as, in SoCalGas' reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

### III. WARRANTY

SoCalGas requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than SoCalGas) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse SoCalGas for the total cost of repair and/or replacement or SoCalGas may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by SoCalGas and offset against refundable amounts owed Applicant.

### IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of SoCalGas' applicable tariff schedules and rules as submitted from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rule Nos. 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at [www.socalgas.com](http://www.socalgas.com) or by requesting copies from your SoCalGas representative.

B. This Contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of SoCalGas has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither SoCalGas nor Applicant shall be bound by them.

### V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, SoCalGas shall direct all communications, bills and refunds to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

### VI. STUB EXTENSIONS

Stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

**VII. AUTHORIZED SIGNATURE**

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and SoCalGas' General Conditions For Line Extension. I acknowledge and agree that SoCalGas' cost and allowance estimates for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price **and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.**

APPLICANT: **POWDER TOOLS, INC.**

By:

Address:

(Future bills, refunds, and correspondence will be mailed to the address provided)

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

Title:

Telephone:

\_\_\_\_\_

Date:

Social Security or Federal Tax ID No.

\_\_\_\_\_

No. \_\_\_\_\_

Date Mailed  
00/00/20XX

Project ID 00000000000

**Exhibit A**

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(x) Trenching by Applicant	( ) Trenching by Company	( ) Applicant Design
(x) Joint Trench	( ) Gas Only Trench	( ) Applicant Install

\$ 0000.00 - \$ 0000.00 - \$ 0.00 = \$ 0.00

Project Cost	* Site Preparation		Allowance Applied	
Advance Required (Refundable)				\$ <u>0.00</u>
Advance Required (Non-Refundable)				\$ <u>0.00</u>
ITCCA (CIAC Tax)	\$ <u>0.00</u>	<b>x</b>	<u>24 %</u>	= \$ <u>0.00</u>
Payment Received				\$ <u>0.00</u>
<b>Total Amount Due</b>				\$ <u>0.00</u>

\* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rule Nos. 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Line Extension Contract #: 00000000000-1

Date Mailed  
00/00/20XX

Detach and return this portion with your payment.

**THIS BILL IS NOW DUE AND PAYABLE**



A Sempra Energy utility

APPLICANT'S NAME  
STREET ADDRESS  
CITY, STATE ZIP CODE

NBMS Project ID 00000000000-1

PLEASE PAY THIS AMOUNT	0.00
------------------------	------

92000000000010000000000000060000 92 00000000 6

Line Extension Contract

Reference:

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(Continued)

SAMPLE FORMS (Continued)

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Core Capacity Assignment Agreement for CTA (Form 6599, 1/2015) .....	51173-G
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Authorization to Receive Customer Information or to Act on a Customer's Behalf (Form 8206) .....	49607-G
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Notice of Intrastate Curtailment Transfers (Form 6600, 11/16).....	53354-G
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Master Services Contract, Schedule A, Transportation Services Addendum (Form 6597-21, 2009) .....	44334-G
Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) .....	23605-G
Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) .....	27911.1-G
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(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 5585  
 DECISION NO.

ISSUED BY  
**Dan Skopec**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Feb 13, 2020  
 EFFECTIVE Mar 14, 2020  
 RESOLUTION NO. \_\_\_\_\_

TABLE OF CONTENTS

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)  
 ADVICE LETTER NO. 5585  
 DECISION NO.

ISSUED BY  
**Dan Skopec**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 SUBMITTED Feb 13, 2020  
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