

REVISED

STATE OF CALIFORNIA

GAVIN NEWSOM, *Governor*

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 29, 2021

Advice Letter 5715-A

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

SUBJECT: Supplement - Clean-Up Submittal to Revise Certain Tariffs.

Dear Mr. van der Leeden:

Advice Letter 5715-A is effective as of March 10, 2021.

Sincerely,

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

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



Joseph Mock
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.3718
Fax: 213.244.4957
JMock@socalgas.com

March 10, 2021

Advice No. 5715-A
(U 904 G)

Public Utilities Commission of the State of California

Subject: Supplement - Clean-Up Submittal to Revise Certain Tariffs

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

Purpose

This clean-up submittal requests Commission approval to make non-substantial revisions to the tariffs, as described below. This supplemental submittal replaces Advice No. (AL) 5715 in its entirety to revise the effective month and year on the Sample Forms and requested effective date, at the direction from Energy Division.

Background

SoCalGas' tariffs reflect and represent the outcome of numerous Commission decisions, resolutions, rulings, general orders, code changes, laws, and policy changes that have occurred over the years. As a result, tariff language and/or conditions of service have expired or become obsolete based on several factors.

SoCalGas periodically prepares a "clean-up" submittal for Commission approval to revise tariff language to make clarifying changes, correct minor and/or inadvertent errors, and remove obsolete information.

On October 27, 2020, SoCalGas submitted AL 5715 requesting approval to make non-substantial revisions to its tariffs with a requested effective month and year on the Sample Forms and date of November 26, 2020 for the submittal. On February 8, 2021, SoCalGas inquired about the status of AL 5715 with Energy Division. On February 12, 2021, Energy Division issued a disposition letter approving AL 5715, effective February 11, 2021, due to processing irregularities in approving the submittal. Due to the

effective date on the disposition letter conflicting with the effective month and year on the Sample Forms and requested effective date of the submittal, SoCalGas requested a revised disposition letter to match the effective date requested in AL 5715. On March 9, 2021, Energy Division retracted its February 12, 2021 disposition letter due to processing irregularities. SoCalGas hereby submits AL 5715-A to update the month and year on the Sample Forms and revise the effective date.

Requested Tariff Revisions

As a result of an ongoing review of its tariffs, SoCalGas has identified the need to revise the following tariffs:

- Sample Form Electronic Bulletin Board (EBB) Agreement (Form No. 6800)

SoCalGas proposes to:

- Add “Electronic Bulletin Board” reference as well as month and year references, as needed.
- Remove obsolete language throughout form, such as “ATTN” lines and reference to “Licensed” Materials, reference to “independent contractor” relationship (Section 1 – Scope), and additional language (Section 3 – LIMITED WARRANTY – DISCLAIMER (c)).
- Remove “SoCalGas” references. Replace most “SoCalGas” references with “Utility.”
- Add the following clarifying language to the first and second sentence before Section 1 – Scope, Section 3 – LIMITED WARRANTY – DISCLAIMER (a), and Section 4 – Notices, respectively:

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, **Utility and Customer (individually a “Party” and collectively referred to herein as “the Parties”)** agree as follows:

SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE **MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF EBB OR THE LICENSED MATERIALS BY CUSTOMER.**

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 **or via electronic mail**, which may be changed at any time on seven (7) days prior written notice.

- Capitalize “Parties” in Section 5 – Miscellaneous (b).
 - Update signatories section by replacing “representatives” for “signatories,” adding “(Customer Name)” and signature lines, and replacing “By” for “Name.”
- Sample Form EBB - Exhibit B - Delegation of Authority to Execute Logon ID Request Form Changes/Additions On Behalf of Customer (Form No. 6800-B)

SoCalGas proposes to:

- Add clarifying language in the first paragraph to distinguish between the “individual(s)” and “Representative.”
 - Replace obsolete language as follows: Name of **Representative**~~Authorized Employee for Customer:~~.
 - Add new bolded language to the following sentence: **Customer acknowledges and agrees that** Utility may rely on this Delegation of Authority until Utility receives notice of its termination in the manner provided in Rule No. 33.
 - Update signature block as needed.
- Rule No. 33, Electronic Bulletin Board (EBB)

SoCalGas proposes to:

- Sheet 1: Delete obsolete language in Section A. GENERAL and capitalize the first word in numbers 1-6, Section B. EBB SERVICES.
- Sheet 2: Capitalize first word in numbers 7-12, Section B. EBB SERVICES. Remove “authorized” reference in Section C. USER HARDWARE REQUIREMENTS and update section reference from “H.2” to “I.2” in Section D. ACCESS AND RESTRICTIONS, number 3.
- Sheet 6: Remove “authorized” references and added other clarifying language in Section F. AUTHORIZED INDIVIDUALS OF USER and also added language to allow for email transmittal of Logon ID Request Form to the Utility.
- Sheet 7: Replace references to “User’s” with “individual or individual’s,” add punctuation marks, and add other clarifying language in Section G. ELECTRONIC TRANSACTIONS, numbers 3-5.
- Sheet 8: Remove “authorized” references and add punctuation marks in Section H. UTILITY REPRESENTATION, numbers 2-6.

- Sheet 9: Correct numbering in Section H. UTILITY REPRESENTATION and remove extra spacing in Section I. GENERAL CONDITIONS, number 2.

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 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. In accordance with General Order (GO) 96-B, Section 7.5.1 and at the direction of Commission Staff, SoCalGas hereby requests that the protest period be shortened to a period of 10 days. The protest must be made in writing and must be received within 10 days of the date of this Advice Letter, which is March 20, 2021. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attn: 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). Due to the COVID-19 pandemic and the shelter at home orders, SoCalGas is currently unable to receive protests or comments to this Advice Letter via U.S. mail or fax. Please submit protests or comments to this Advice Letter via e-mail to the address shown below on the same date it is mailed or e-mailed 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

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to GO 96-B and therefore respectfully requests that this Advice Letter be made effective on March 10, 2021, which is the date submitted.

Notice

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list and the Commission's service list in A.10-03-028. Address change requests to the GO 96-B service list should be directed via e-mail to Tariffs@socalgas.com or call 213-244-2837. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or via e-mail at Process_Office@cpuc.ca.gov.

/s/ Joseph Mock
Joseph Mock
Director – Regulatory Affairs

Attachments



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 proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss 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

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

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

ATTACHMENT A
Advice No. 5715-A

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 58651-G	Rule No. 33, ELECTRONIC BULLETIN BOARD (EBB), Sheet 1	Revised 47202-G
Revised 58652-G	Rule No. 33, ELECTRONIC BULLETIN BOARD (EBB), Sheet 2	Revised 57936-G
Revised 58653-G	Rule No. 33, ELECTRONIC BULLETIN BOARD (EBB), Sheet 6	Revised 45395-G
Revised 58654-G	Rule No. 33, ELECTRONIC BULLETIN BOARD (EBB), Sheet 7	Revised 45396-G
Revised 58655-G	Rule No. 33, ELECTRONIC BULLETIN BOARD (EBB), Sheet 8	Revised 45397-G
Revised 58656-G	Rule No. 33, ELECTRONIC BULLETIN BOARD (EBB), Sheet 9	Original 45398-G
Revised 58657-G	SAMPLE FORMS - CONTRACTS, Electronic Bulletin Board (EBB) Agreement Form 6800 (03/21), Sheet 1	Revised 42325-G
Revised 58658-G	EBB - EXHIBIT B, Delegation of Authority to Execute Logon ID Request Form, Changes/Additions on Behalf of Customers Form No. 6800-B (03/21)	Original 42327-G
Revised 58659-G	TABLE OF CONTENTS	Revised 58357-G
Revised 58660-G	TABLE OF CONTENTS	Revised 58183-G
Revised 58661-G	TABLE OF CONTENTS	Revised 58650-G

Rule No. 33
ELECTRONIC BULLETIN BOARD (EBB)

Sheet 1

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. 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 functions (hereinafter "Services"):

1. Nominating with Utility for transportation or storage service 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 an interactive mechanism for offering for sale or purchase of imbalance quantities and submitting transportation imbalance and storage trade requests to Utility for validation during the imbalance trading periods;
4. Providing an interactive mechanism for submitting Backbone Transportation Service (BTS) capacity trade requests to Utility for validation and posting of BTS secondary market transactions and approving all transactions;
5. Providing an interactive mechanism for submitting storage rights trade requests to Utility for validation and posting of BTS secondary market transactions and approving all transactions;
6. Obtaining information regarding such things as Utility tariff rate changes, curtailments, regulatory notices and other general information items;

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5715-A
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Mar 10, 2021
 EFFECTIVE Mar 10, 2021
 RESOLUTION NO. _____

Rule No. 33

Sheet 2

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

B. EBB SERVICES (Continued)

- 7. Acting as an electronic mail system between User and Utility; T
- 8. Obtaining Utility operational data as required in D.98-03-073, Remedial Measures; T
- 9. Providing an interactive mechanism for posting Scheduled Quantity Trades for Utility validation, for any Gas Day (Flow Day); T
- 10. Providing an interactive mechanism for posting Producer Daily Delivery Trades for Utility validation, for any Gas Day; T
- 11. Providing an interactive mechanism for posting Payback Imbalance Trades of Cumulative Operational Imbalances for Utility validation, during a payback period; and T
- 12. Other electronic bidding, trading and contracting for gas transactions and information sharing in connection with such other tariff services or programs as may be available from Utility from time to time or in connection with Utility’s pipeline systems or related services offered by Utility or third parties. T

C. USER HARDWARE REQUIREMENTS

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

D. ACCESS AND RESTRICTIONS

- 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.
- 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.
- 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 I.2 of this Rule. T

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5715-A
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ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Mar 10, 2021
 EFFECTIVE Mar 10, 2021
 RESOLUTION NO. _____

Rule No. 33

Sheet 6

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

F. AUTHORIZED INDIVIDUALS OF USER

User shall allow only its specifically authorized employees and/or agents access to and use of EBB and all Software Programs and Software Documentation. 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 the individual's use of the EBB system.

Authorization is limited strictly to such designated individuals until such time as User requests otherwise. In the event such an 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, User must provide Utility immediate notice thereof as provided for below to revoke authority for such individual and must request any new authorizations that may be required as a consequence. User shall be solely responsible for the actions of any individuals it has authorized in connection with the individual's use of the EBB system.

If User desires to change or add a type of EBB Service for its employee and/or agents or desires to change the individuals approved on its behalf to conduct electronic transactions, User shall fax, email or mail to Utility a Logon ID Request Form requesting such changes. The Logon ID Request Form shall be signed by one of the following: an authorized signatory named in User's Delegation of Authority Form (Exhibit B to Form 6800); the sole proprietor; or an officer or principal of User 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 Logon ID Request Form 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 Logon ID Request Form requesting changes or additions. To revoke the authority of an individual to enter into electronic transactions on behalf of User, User may email Utility with such revocation, which shall be effective upon User's receipt of an email confirmation from Utility.

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(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5715-A
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Mar 10, 2021
 EFFECTIVE Mar 10, 2021
 RESOLUTION NO. _____

Rule No. 33

Sheet 7

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

G. 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).
3. Any Services or actions taken through the use of an individual’s Logon ID, regardless of the person initiating such action using that individual’s Logon ID, will be binding on User who authorized that individual, and all transactions entered into using that individual’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. User 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 employee’s and/or agent’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.

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(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5715-A
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Mar 10, 2021
EFFECTIVE Mar 10, 2021
RESOLUTION NO. _____

Rule No. 33

Sheet 8

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

H. 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 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. D
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 User or any representatives acting on User's behalf. D
4. Utility expressly disclaims any warranty, representation or opinion, whether expressed or implied, as to the legal enforceability of any relationship which User may enter into associated in any way with information obtained from the EBB. D
5. The establishment, maintenance, or termination of any commercial or legal relationship(s) between 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 User and such Third Parties. T
D
D
6. 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. D
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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.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5715-A
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Mar 10, 2021
EFFECTIVE Mar 10, 2021
RESOLUTION NO. _____

Rule No. 33

Sheet 9

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

H. UTILITY REPRESENTATION (Continued)

- 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.

I. 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)

ADVICE LETTER NO. 5715-A
DECISION NO.

9C11

ISSUED BY

Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Mar 10, 2021
EFFECTIVE Mar 10, 2021
RESOLUTION NO. _____

SAMPLE FORMS - CONTRACTS
Electronic Bulletin Board (EBB) Agreement Form 6800 (03/21)

Sheet 1

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5715-A
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Mar 10, 2021
EFFECTIVE Mar 10, 2021
RESOLUTION NO. _____

ELECTRONIC BULLETIN BOARD AGREEMENT

This Electronic Bulletin Board Agreement ("Agreement") is entered into this (Day) _____ of (Month) _____, (Year) _____ ("Effective Date"), by and between

Southern California Gas Company,
At [address] _____
[title] _____
("Utility")

and

_____,
at [address] _____
[title] _____
("Customer").

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, Utility and Customer (individually a "Party" and collectively "the Parties") agree as follows:

Section 1 - Scope

This Agreement and its related Exhibits, Exhibit A – Logon ID Request and Exhibit B – Delegation of Authority, set forth the terms and conditions under which Utility will make available internet-based services and information on a non-exclusive basis under its proprietary Electronic Bulletin Board system ("EBB"). 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, "Materials"). Nothing in this Agreement shall be considered to have transferred any ownership, title, or other interest in the EBB system or any Materials, or materials derived from or based thereon, and Utility 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 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) LIMITED WARRANTY - Utility provides the limited warranty that it has the exclusive right to provide Customer the right to utilize EBB and the 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 MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF EBB OR THE MATERIALS BY CUSTOMER.

(b) Responsibility - 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 Materials provided in connection therewith, or any error or malfunction related thereto.

(c) Indemnity - 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 Materials. Utility shall 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 Materials.

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 or via electronic mail, which may be changed at any time on seven (7) days prior written notice.

Section 5 - Miscellaneous

- (a) Governmental Jurisdiction - 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) Choice of Law - 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 this Agreement:

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

CUSTOMER	UTILITY
(Customer Name): _____ Signature: _____ Name: _____ Title: _____	SOUTHERN CALIFORNIA GAS COMPANY Signature: _____ Name: _____ Title: _____

EBB - EXHIBIT B
Delegation of Authority to Execute Logon ID Request Form
Changes/Additions on Behalf of Customers Form No. 6800-B (03/21)

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5715-A
DECISION NO.

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ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Mar 10, 2021
EFFECTIVE Mar 10, 2021
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**ELECTRONIC BULLETIN BOARD (EBB) AGREEMENT
EXHIBIT B**

**Delegation of Authority
To
Execute Logon ID Request Form Changes/Additions
On Behalf of Customer**

Customer hereby delegates to and authorizes the individual(s) (individual or collectively, "Representative") named below to execute and deliver to Utility EBB Logon ID Request Form No. 6800-A on behalf of Customer, and agrees to be bound by any such action, including without limitation by such Representative adding to or changing the service applications which Customer may enter into electronically and/or adding to or changing such Representatives authorized to use Utility's EBB on Customer's behalf:

Name of Representative: _____

Title: _____

Name of Representative: _____

Title: _____

Customer acknowledges and agrees that Utility may rely on this Delegation of Authority until Utility receives notice of its termination in 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 it on behalf of Customer.

This Form is subject to Rule No. 33, as in effect from time to time.

Authorized Signatory (Officer, Principal, or Partner) of Customer

Signature: _____

Title: _____

Printed Name: _____

Customer Name (Company Name): _____

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