

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Southern California Gas Company
GAS (Corp ID 904)
Status of Advice Letter 5887G
As of November 19, 2021

Subject: Southern California Gas Company Request for Approval of Contract Amendments for the Senate Bill 1383 Dairy Biomethane Pilot Project

Division Assigned: Energy

Date Filed: 10-21-2021

Date to Calendar: 10-25-2021

Authorizing Documents: D1712004

| | |
|------------------------|-------------------|
| Disposition: | Accepted |
| Effective Date: | 11-20-2021 |

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Ray Ortiz

213-244-3837

ROrtiz@socalgas.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



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

October 21, 2021

Advice No. 5887
(U 904 G)

Public Utilities Commission of the State of California

Subject: Southern California Gas Company Request for Approval of Contract Amendments for the Senate Bill 1383 Dairy Biomethane Pilot Project

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission or CPUC) contract amendments for the California Producer Interconnection Agreement (CPIA) and California Producer Interconnect Collectible System Upgrade Agreement (CPICSUA) for the Senate Bill (SB) 1383 Dairy Pilot Project between Lakeside Pipeline LLC and SoCalGas.

Background

On June 22, 2017, the Commission issued Rulemaking (R.) 17-06-015 to develop a framework to direct gas corporations to implement not less than five dairy biomethane pilot projects to demonstrate interconnection to the common carrier pipeline system and allow for rate recovery of reasonable infrastructure costs pursuant to SB 1383.

On December 18, 2017, the Commission issued Decision (D.) 17-12-004, which established the implementation and selection framework to implement the dairy biomethane pilots required by SB 1383. Ordering Paragraph (OP) 6 of D.17-12-004 directed respondents to submit a Tier 2 Advice Letter seeking approval of the contracts with the selected Dairy Biomethane Pilot Projects within 30 days of the notification award by the Selection Committee.

On December 3, 2018, the Selection Committee issued a press release identifying the selected six Dairy Biomethane Pilot Projects. Of the six projects, four are in SoCalGas' service territory: (1) CalBioGas Buttonwillow LLC; (2) CalBioGas North Visalia LLC; (3) CalBioGas South Tulare LLC; and (4) Lakeside Pipeline LLC.

On December 21, 2018, the Investor-Owned Utilities (IOUs) requested a 30-day extension to comply with OP 6 of D.17-12-004. On December 24, 2018, the Executive Director granted the IOUs' extension request to February 1, 2019.

On January 25, 2019, the IOUs requested a second extension to March 4, 2019 to comply with OP 6 of D.17-12-004 due to final details on some contracts that needed further resolution. On January 31, 2019, the Executive Director granted the IOUs' second extension request to March 4, 2019.

On March 5, 2019, SoCalGas submitted Advice No. 5432, *Establishment of Contracts with the Selected Dairy Biomethane Pilot Projects, Pursuant to Decision (D.) 17-12-004*, which became effective on April 4, 2019 and was approved by the Commission on April 30, 2019.

Proposed Amendments

The proposed amendment to the CPIA for the SB 1383 Dairy Pilot Project between Lakeside Pipeline LLC and SoCalGas is to update the interconnect capacity flowrate.

The proposed amendment to the CPICSUA for the SB 1383 Dairy Pilot Project between Lakeside Pipeline LLC and SoCalGas is to update the scope of services gas delivery flowrate.

Both proposed amendments to the CPIA and CPICSUA are provided herein as Attachment A. Public versions of these amendments redact confidential information and are provided within this Advice Letter submittal. Confidential, unredacted versions of the amendments are provided to the Commission pursuant to Public Utilities Code Section 583 and General Order (GO) 66-D.

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 must be received within 20 days of the date of this Advice Letter, which is November 10, 2021. 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). 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 addresses 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
E-mail: Tariffs@socalgas.com

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B and OP 6 of D.17-12-004. Therefore, SoCalGas respectfully requests that this submittal be approved on November 20, 2021, which is 30 calendar days after 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 R.17-06-015. 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 CPUC'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:
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:

**BEFORE THE PUBLIC UTILITIES
COMMISSION OF THE STATE OF CALIFORNIA**

**DECLARATION OF ARMANDO INFANZON
REGARDING CONFIDENTIALITY OF CERTAIN DATA/DOCUMENTS
PURSUANT TO D.17-09-023**

I, Armando Infanzon, do declare as follows:

1. I am Director of Business Development, for Southern California Gas Company (“SoCalGas”). I have been delegated authority to sign this declaration by Neil Navin, Vice President of Clean Energy Innovations. I have reviewed the confidential information as listed in Advice Letter 5887, including attachments, submitted concurrently herewith. I am personally familiar with the facts in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or information and belief.

2. I hereby provide this Declaration in accordance with Decision (“D.”) 17-09-023 and General Order (“GO”) 66-D to demonstrate that the confidential information (“Protected Information”) provided in Advice Letter 5887 is within the scope of data protected as confidential under applicable law.

3. In accordance with the narrative justification described in Attachment A, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 21th day of October 2021, at Los Angeles.

A handwritten signature in black ink, appearing to read 'Armando Infanzon', with a long horizontal flourish extending to the right.

Armando Infanzon
Director of Business Development

ATTACHMENT A
SoCalGas Request for Confidentiality
on the following information in Advice Letter 5887 including
Attachments

| Location of Protected Information | Legal Citations | Narrative Justification |
|---|--|---|
| <p>Interconnector Confidential Information (i.e., DUNS/Tax-ID, addresses/GPS coordinates, telephone numbers and email addresses) gray shaded in:</p> <p><u>Lakeside Pipeline LLC.</u></p> <ul style="list-style-type: none"> • Attachment A: page 1, page 3, page 4 | <p>California Public Records Act (CPRA) Exemption, Gov’t Code § 6254(k) (“Records, the disclosure of which is exempted or prohibited pursuant to federal or state law”)</p> <ul style="list-style-type: none"> • Cal. Civil Code § 1798.21 (requiring agencies to “ensure the security and confidentiality of” personal data) • Cal. Civil Code § 1798.24 (limiting disclosure of personal information) • Cal. Civil Code §§ 1798.80 et seq. (process for protecting customer records) • Cal. Civil Code § 1798.81.5 (security procedures and practices with respect to personal information about California residents) • <i>Britt v. Superior Court</i>, 20 Cal. 3d 844, 855-856 (1978) (even highly relevant information may be shielded from discovery if its disclosure would impair a person’s inalienable right of privacy provided by the California Constitution) • <i>Valley Bank of Nev. v. Superior Court</i>, 15 Cal.3d 652, 658 (1975) (Financial information is protected – especially of non-parties) • <i>See, e.g.</i>, D.11-01-036, 2011 WL 660568 (2011) (agreeing that confidential prices and contract terms specifically negotiated with a program vendor is proprietary and commercially sensitive and should remain confidential) | <p>Interconnector contact information is considered confidential to protect privacy rights in the absence of expressed consent or upon a CPUC order or law. D.97-10-031; D.11- 07-056; D.12-08-045; D.14-05- 016</p> <p>Under Civil Code § 1798.81.5(b), a “business that owns, licenses, or maintains personal information about a California resident shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure.” If publicly disclosed, such personal information could pose a risk of fraud, identity theft, or other personal, commercial, or financial damage to customers.</p> <p>Disclosure may also constitute an “unwarranted invasion of personal privacy.” This information is also covered by a Confidentiality Agreement and SoCalGas is restricted from disclosing this information.</p> |

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| | <p>CPRA Exemption, Gov't Code § 6254(c) ("disclosure of which would constitute an unwarranted invasion of personal privacy")</p> <p>CPRA Exemption, Gov't Code § 6255(a) (Balancing Test)</p> | |
| <p>Interconnect Capacity and Incremental Capacity gray shaded in:</p> <p><u>Lakeside Pipeline LLC.</u></p> <ul style="list-style-type: none"> Attachment A: page 1, page 2, page 3, page 4 | <p>CPRA Exemption, Gov't Code § 6254.7(d) (Trade Secrets)</p> <p>CPRA Exemption, Gov't Code § 6254(k) ("Records, the disclosure of which is exempted or prohibited pursuant to federal or state law")</p> <ul style="list-style-type: none"> Cal. Evid. Code § 1060 Cal. Civil Code §§ 3426 et seq. (relating to trade secrets) <i>TMX Funding Inc. v. Impero Technologies, Inc.</i>, 2010 WL 2745484 at *4 (N.D. Cal. 2010) (defining trade secret in an injunction to include "business plans and strategies") <i>Whyte v. Schlage Lock Co.</i>, 101 Cal. App. 4th 1443, 1453, 1456 (2002) (giving a list of what may be trade secret and holding that "[t]he ultimate determination of trade secret status is subject to proof presented at trial") <i>Morton v. Rank America, Inc.</i>, 812 F. Supp. 1062, 1073 (1993) (denying motion to dismiss because "actual or probable income, expenses and capital needs of [a company], the financial, operational, marketing and other business strategies and methods" could constitute trade secret) 5 U.S.C. § 552(b)(4) (Exemption 4 of FOIA protecting "trade secrets and commercial or financial information obtained from a person and privileged or confidential") | <p>The information is proprietary and represent and contain proprietary, commercially sensitive, trade secrets, and content not intended for public disclosure. This information contains potential business opportunities, expansions, and upgrades and other data that might disclose market-sensitive information, providing a competitive advantage to other businesses. If this information was released it could pose negative financial impacts which could be detrimental to the Interconnector in future business opportunities and expansions.</p> |

| | | |
|--|---|--|
| | <ul style="list-style-type: none">• <i>See, e.g.,</i> D.11-01-036, 2011 WL 660568 (2011) (agreeing that confidential prices and contract terms specifically negotiated with a program vendor is proprietary and commercially sensitive and should remain confidential)• <i>Valley Bank of Nev. v. Superior Court</i>, 15 Cal.3d 652, 658 (1975) (financial information is protected – especially of non-parties) | |
|--|---|--|

ATTACHMENT A

Advice No. 5887

Lakeside Pipeline, LLC

Attachment A-1: Amendment No. 1 to California Producer Interconnection Agreement for Senate Bill 1383 Dairy Pilot Project between Lakeside Pipeline, LLC and SoCalGas

Attachment A-2: Amendment No. 1 to California Producer Interconnect Collectible System Upgrade Agreement for Senate Bill 1383 Dairy Pilot Project between Lakeside Pipeline, LLC and SoCalGas

Lakeside Pipeline, LLC

Attachment A-1: Amendment No. 1 to California Producer Interconnection Agreement
for Senate Bill 1383 Dairy Pilot Project between Lakeside Pipeline, LLC and SoCalGas

AMENDMENT NO. 1

to

CALIFORNIA PRODUCER INTERCONNECTION AGREEMENT for SB 1383 DAIRY PILOT PROJECT between LAKESIDE PIPELINE LLC and SOUTHERN CALIFORNIA GAS COMPANY

This Amendment No. 1 to California Producer Interconnection Agreement (“Amendment”), dated and effective as of the last signatory date below (“Amendment Effective Date”), is entered into by and between Southern California Gas Company, a California corporation (“SoCalGas”), and Lakeside Pipeline LLC, a California limited liability company (“Lakeside”). Initially capitalized terms used but not defined in this Amendment have the meaning ascribed to them in the California Producer Interconnection Agreement (“CPIA”), dated February 25, 2019, by and between SoCalGas and Lakeside.

RECITALS

WHEREAS, the CPIA set forth Lakeside’s defined Interconnect Capacity and the terms and conditions under which SoCalGas agrees to provide facilities for the Interconnect Capacity from Lakeside’s facilities located at or near [REDACTED] to SoCalGas’ existing utility system;

WHEREAS, Lakeside may be eligible for SoCalGas Tariff Rule 45 monetary incentives and, if Lakeside applies and is approved, Lakeside must deliver at or above the minimum Interconnect Capacity as specified in Rule 45;

WHEREAS, Lakeside requested SoCalGas review and approve an increase to the maximum Interconnect Capacity;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments.

The following definition of “Interconnect Capacity” in Section 1(v) of the CPIA:

“Interconnect Capacity” shall be the Biomethane Compression, metering and odorization daily capacity of SoCalGas’ Facilities but is not necessarily the capacity of SoCalGas’ pipeline facilities to transport Gas away from the Interconnection Point and is not, nor is it intended to be, any commitment by SoCalGas of takeaway capacity. The Interconnect Capacity shall be a minimum and maximum of [REDACTED] and [REDACTED] [REDACTED] thousand Standard cubic feet per day (MScfd), respectively, unless changed by the written mutual agreement of the parties.

is hereby amended as follows:

“Interconnect Capacity” shall be the Biomethane Compression, metering and odorization daily capacity of SoCalGas’ Facilities but is not necessarily the capacity of SoCalGas’ pipeline facilities to transport Gas away from the Interconnection Point and is not, nor is

AMENDMENT NO. 1



to

CALIFORNIA PRODUCER INTERCONNECTION AGREEMENT for SB 1383 DAIRY PILOT PROJECT between LAKESIDE PIPELINE LLC and SOUTHERN CALIFORNIA GAS COMPANY

it intended to be, any commitment by SoCalGas of takeaway capacity. The Interconnect Capacity shall be a minimum and maximum of [REDACTED] and [REDACTED] thousand Standard cubic feet per day (MScfD), respectively, unless changed by the written mutual agreement of the parties.

2. Miscellaneous. Other than as specifically modified above, the CPIA shall remain in full force and effect and are hereby ratified, approved, and confirmed. This Amendment is subject to all of the terms and conditions of the CPIA as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed duplicate originals of this Amendment effective as of the Amendment Effective Date.

| | |
|--|--|
| SOUTHERN CALIFORNIA GAS COMPANY | LAKESIDE PIPELINE, LLC |
| By:  | By:  <small>Daryl Maas (Aug 16, 2021 06:29 PDT)</small> |
| Name: <u>Neil Navin</u> | Name: <u>Daryl Maas</u> |
| Title: <u>Vice President – Clean Energy Innovations</u> | Title: <u>Chief Executive Officer</u> |
| Date: <u>10/18/2021</u> | Date: <u>Aug 16, 2021</u> |

Lakeside Pipeline, LLC

Attachment A-2: Amendment No. 1 to California Producer Interconnect Collectible System Upgrade Agreement for Senate Bill 1383 Dairy Pilot Project between Lakeside Pipeline, LLC and SoCalGas

AMENDMENT NO. 1
to
CALIFORNIA PRODUCER INTERCONNECT COLLECTIBLE SYSTEM UPGRADE
AGREEMENT for SB 1383 DAIRY PILOT PROJECT between LAKESIDE PIPELINE LLC
and SOUTHERN CALIFORNIA GAS COMPANY

This Amendment No. 1 to California Producer Interconnect Collectible System Upgrade Agreement (“Amendment”), dated and effective as of the last signatory date below (“Amendment Effective Date”), is entered into by and between Southern California Gas Company, a California corporation (“SoCalGas”), and Lakeside Pipeline LLC, a California limited liability company (“Lakeside”). Initially capitalized terms used but not defined in this Amendment have the meaning ascribed to them in the California Producer Interconnect Collectible System Upgrade Agreement (“CPICSUA”), dated February 25, 2019, by and between SoCalGas and Lakeside.

RECITALS

WHEREAS, the California Producer Interconnection Agreement (CPIA) set forth Lakeside’s defined Interconnect Capacity and the terms and conditions under which SoCalGas agrees to provide facilities for the Interconnect Capacity from Lakeside’s facilities located at or near [REDACTED] to SoCalGas’ existing utility system;

WHEREAS, Lakeside may be eligible for SoCalGas Tariff Rule 45 monetary incentives and, if Lakeside applies and is approved, Lakeside must deliver at or above the minimum Interconnect Capacity as specified in Rule 45;

WHEREAS, Lakeside requested SoCalGas review and approve a reduction to the minimum Interconnect Capacity;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments.

The following CPICSUA Exhibit C provision, hereinafter known as “Scope of Services”:

Interconnector requests SoCalGas to complete the design, engineering, procurement and construction, commissioning activities described herein, for the installation of SoCalGas’ Facilities located at or near [REDACTED] to accommodate Interconnector’s Rule 30 compliant Gas deliveries, ranging from a minimum to a maximum of [REDACTED] and [REDACTED] thousand standard cubic feet per day (MScfD), respectively, delivered at a one-twenty-fourth (1/24) hourly equivalent rate (“Scope of Services”).

is hereby amended as follows:

AMENDMENT NO. 1

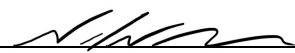

to

CALIFORNIA PRODUCER INTERCONNECT COLLECTIBLE SYSTEM UPGRADE AGREEMENT for SB 1383 DAIRY PILOT PROJECT between LAKESIDE PIPELINE LLC and SOUTHERN CALIFORNIA GAS COMPANY

Interconnector requests SoCalGas to complete the design, engineering, procurement and construction, commissioning activities described herein, for the installation of SoCalGas' Facilities located at or near [REDACTED] to accommodate Interconnector's Rule 30 compliant Gas deliveries, ranging from a minimum to a maximum of [REDACTED] and [REDACTED] thousand standard cubic feet per day (MScfD), respectively, delivered at a one-twenty-fourth (1/24) hourly equivalent rate ("Scope of Services").

2. Miscellaneous. Other than as specifically modified above, the CPICSUA shall remain in full force and effect and are hereby ratified, approved, and confirmed. This Amendment is subject to all of the terms and conditions of the CPICSUA as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed duplicate originals of this Amendment effective as of the Amendment Effective Date.

| | |
|---|---|
| SOUTHERN CALIFORNIA GAS COMPANY | LAKESIDE PIPELINE LLC |
| By:  | By:  |
| Name: <u>Neil Navin</u> | Name: <u>Daryl Maas</u> |
| Title: <u>Vice President – Clean Energy Innovations</u> | Title: <u>Chief Executive Officer</u> |
| Date: <u>10/18/2021</u> | Date: <u>Aug 16, 2021</u> |