

Rule No. 32

Sheet 1

CORE AGGREGATION TRANSPORTATION

A. GENERAL

The terms and conditions of this Rule shall apply to Core Transport Agents (CTAs) who are also known as Energy Service Providers (ESPs), and their end-use customers (Core Transportation Customers), as defined in Southern California Gas Company's (SoCalGas) Rule No. 1.

The specific requirements for Core Transportation Customers are described in each core transportation rate schedule. The transportation of customer-owned gas in conjunction with service under this Rule is subject specifically to the terms and conditions of Rule No. 30, Transportation of Customer-Owned Gas, and Rule No. 23, Continuity of Service and Interruption of Delivery.

The terms and conditions of Core Transportation Service as well as the specific rights and obligations of CTAs, Core Transportation Customers, and SoCalGas with regard to Core Transportation Service have been updated in this Rule to reflect CPUC Decision (D.) 98-02-108, which conforms the customer switching process for Core Transportation Service (also known as Core Aggregation Transportation or CAT Service) with the procedures and policies established for electric direct access, and D.14-08-043 and D.18-02-002, Decision Adopting Registration Standards for Core Transport Agents, and Decision on Phase Two Issues Regarding Core Transport Agents, respectively, which establish requirements for CTAs as set forth in Public Utilities Code Sections 980 through 989.5.

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1. Eligibility and Application for CTA Status

- a. CTAs are required to complete an Agreement for Core Aggregation Service (Service Agreement), Form 6536-A, with SoCalGas and a Credit Application (Credit Application) that includes all financial information needed by SoCalGas to establish credit. CTAs are required to complete a new Credit Application on an annual basis and whenever the CTA's load increases by 25,000 therms per day or more from the CTA's load at the time the most recent Credit Application was completed. CTAs will be required to register with the CPUC in accordance with D.14-08-043, D.18-02-002, and Public Utilities Code Section 981.
- b. Registered and approved CTAs may provide service to customers eligible for Core Service, as defined in Rule No. 1 in accordance with D.93-09-082. The aggregate load of customers served by each CTA must meet a minimum transport quantity of 250,000 therms annually. If a CTA's aggregated load falls below the 250,000 therms per year, the CTA will be given 90 days from notification to make up the deficient load. If sufficient load is not added within 90 days of the date of notification by SoCalGas, the CTA's contract will be terminated, at SoCalGas' sole discretion, and end-use customers served by the CTA will be able to authorize service from a different CTA or return to SoCalGas' Core Procurement Service.
- c. Registered CTAs shall ensure that any person or entity performing marketing or sales activities, or administering its service agreements on the CTAs' behalf, complies with rules adopted by the CPUC pursuant to Public Utilities Code Sections 980 through 989.5.

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5271
 DECISION NO. 18-02-002

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Mar 26, 2018
 EFFECTIVE Apr 25, 2018
 RESOLUTION NO. _____

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

1. Eligibility and Application for CTA Status (Continued)

d. The term of the Service Agreement between a CTA and SoCalGas is 12 months, beginning with the first calendar day of the month after the Service Agreement is accepted by SoCalGas, and then month-to-month thereafter, until terminated as set forth in section C.5. below or until the CTA's registration is suspended or revoked by the Commission in accordance with Public Utilities Code Section 983.5(b).

2. Changing Customer Status to Core Transportation Service

a. Eligibility for Program service is limited to customers eligible for Core Service, as defined in Rule No. 1, in accordance with D.93-09-082.

b. CTAs communicate changes in customer's status to SoCalGas via successful submission of an electronic Direct Access Service Request (DASR). By submission of the DASR, the CTA warrants that the customer being enrolled in the Transportation Service program by the DASR:

(1) Has been informed of, and consents to all terms and conditions of SoCalGas' Core Transportation Service;

(2) Intended to change their status to "Core Transportation Service" and receive gas procurement and related services from that specific CTA;

(3) Has authorized the CTA to act on the customer's behalf in various gas procurement activities; and,

(4) Has authorized SoCalGas to release the customer's current and historical information, including current and historical gas consumption, billing, and payment information to that specific CTA or its agent.

c. CTAs will maintain a signed customer contract (which includes customer acknowledgments and indemnification of SoCalGas as described in the Service Agreement) or records of independent third-party verification in the manner set forth for requesting electronic direct access service in the Public Utilities Code Section 366.5. In accordance with D.14-08-043, D.18-02-002, and Public Utilities Code Section 983, the CPUC shall accept, compile and attempt to informally resolve consumer complaints regarding CTAs: <http://consumers.cpuc.ca.gov/californiacares/>.

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

3. Verification of Enrollment (Continued)

c. (Continued)

- (2) Receipt of a written confirmation received in the mail from the customer after the customer has received an information package confirming the agreement.
- (3) The customer signs a document fully explaining the nature and effect of the change in service.
- (4) The customer's consent is obtained through electronic means, including, but not limited to, computer transactions.

d. No change in the CTA for a residential customer may be made over the telephone until the change has been confirmed by an independent third-party verification company, as follows:

(1) The third-party verification company shall meet each of the following criteria:

- a) Be independent from the entity that seeks to provide the new natural gas service.
- b) Not be directly or indirectly managed, controlled, or directed, or owned wholly or in part, by an entity that seeks to provide the new natural gas service.
- c) Operate from facilities physically separate from those of the entity that seeks to provide the new natural gas service.
- d) Not derive a commission or compensation based upon the number of sales confirmed.

(2) The entity seeking to verify the sale shall do so by connecting the resident by telephone to the third-party verification company or by arranging for the third-party verification company to call the customer to confirm the sale.

(3) The third-party verification company shall obtain the customer's oral confirmation regarding the change, and shall record that confirmation by obtaining appropriate verification data described in Section A.3.b above. The record shall be available to the customer upon request. Information obtained from the customer through confirmation shall not be used for marketing purposes. Any unauthorized release of this information is grounds for a civil suit by the aggrieved customer against the entity or its employees who are responsible for the violation.

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

3. Verification of Enrollment (Continued)

e. No change in the CTA for any residential customer may be made via an Internet transaction, in which the customer accesses the website of the CTA, unless both of the following occur with respect to confirming the change:

(1) In addition to the verification data described in Section A.3.b above, and any other information gathered in the course of the transaction, the customer shall be asked to read and respond to a separate screen that states, in 14-point type or larger, the following: "I acknowledge that in signing this contract or agreement, I am voluntarily choosing to change the entity that supplies me with natural gas."

(2) The separate screen shall offer the customer the option to complete or terminate the transaction.

f. No change in the CTA for any residential customer may be made via a written transaction unless the change has been confirmed, as provided in this Section A.3.f. In order to comply with this Section A.3.f, in addition to the verification data described in Section A.3.b above and any other information gathered in the course of the transaction, and in addition to any other signature required, the customer shall be asked to sign and date a document separate from that written transaction, containing the following words printed in 16-point type or larger: "I acknowledge that in signing this contract or agreement, I am voluntarily choosing to change the entity that supplies me with natural gas service." These words shall be written in the customer's primary language.

(1) The acknowledgment document described in this Section A.3.f may not be included with a check or in connection with a sweepstakes solicitation.

g. Any CTA offering natural gas service to residential and non-residential core customers that switches the natural gas service of a customer without the customer's consent shall be liable to the CTA offering natural gas service previously selected by the customer in an amount equal to all charges paid by the customer after the violation and shall refund to the customer any amount in excess of the amount that the customer would have been obligated to pay had the customer not been switched.

h. A CTA shall keep a record of the confirmation of a change pursuant to Sections A.3.c, A.3.d, A.3.e, or A.3.f for three (3) years from the date of that confirmation, and shall make those records available, upon request, to the customer and to the CPUC in the course of a CPUC investigation of a customer complaint or an investigation pursuant to Public Utilities Code Section 983(c).

i. Public agencies are exempt from this rule adopted pursuant to Public Utilities Code Section 985(c) to the extent they are serving customers within their jurisdiction.

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

3. Verification of Enrollment (Continued)

- j. Notwithstanding Sections A.3.e and A.3.f above, the CPUC may require third-party verification for all residential changes to CTAs if it finds that the application of Sections A.3.e and A.3.f results in the unauthorized changing of a customer's gas service provider.
- k. SoCalGas is exempt from this rule for customers that default to the natural gas service of SoCalGas.
- l. Consistent with Public Utilities Code Section 985(c), CTAs and SoCalGas may charge for a change in gas commodity service provider in the event of early termination of service, provided that any fee or penalty charged by the supplier associated with the early termination of service, shall be disclosed in the contract of the CTA or in the applicable tariff of SoCalGas

4. DASR Transaction Processing

- a. The DASR system is used to submit customer enrollment (Service Request) and termination (Termination Request) transactions for Core Transportation Service.
 - (1) DASRs may only be submitted by approved CTAs who have executed a Service Agreement with SoCalGas, and are in compliance with all applicable tariffs and requirements of the Core Transportation Program.
 - (2) DASRs must be submitted by the customer's authorized CTA, or by the customer, if customer is self-aggregating.
 - (3) DASRs shall not be submitted to SoCalGas until three days after the verification required under Public Utilities Code Section 366.5 has been performed. It is the responsibility of the CTA to ensure that the requests of the residential and small commercial customers to cancel service pursuant to Public Utilities Code Section 395, D.14-08-043, and D.18-02-002 are honored. If a DASR is accidentally submitted for a customer prior to the three day cooling off, and the customer cancels, the submitting CTA shall direct SoCalGas to submit a Cancellation Request. (The Cancellation Request differs from a Termination Request because the customer would not be considered "active" in the program.) Pursuant to Public Utilities Code Section 989.1, a non-residential customer has until midnight of the third (3rd) business day after the day on which the third-party verification occurred to cancel its enrollment and, in accordance with D.14-08-043 and D.18-02-002, a residential customer may cancel until midnight of the thirtieth (30th) calendar day after the date the first bill for CTA service is received by the customer.

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

4. DASR Transaction Processing (Continued)

- (4) Submitted DASRs which comply with all processing, legal and regulatory requirements will be accepted by SoCalGas, and will be implemented based on the following time schedule:
 - a) Compliant DASRs received from the first calendar day through the fifteenth calendar day of any month are processed for implementation no later than the customer's meter read date in the following calendar month.
 - b) Compliant DASRs received from the fifteenth calendar day through the last calendar day of any month are processed for implementation no later than the customer's meter read date in the second calendar month after the DASR is submitted.
 - c) All DASR transactions (Service Request, Termination Request and Cancellation Request) are considered "received" by SoCalGas when acknowledgment of receipt is sent by SoCalGas via e-mail on the first business day after e-mail submission.
 - d) SoCalGas will process DASRs within three working days after the receipt date and provide written notification to the customer of the DASR status: "Accepted," or "Rejected by Utility" (including a reason). Upon acceptance of a DASR, the customer will be notified of the effective switch date.
- (5) SoCalGas maintains the right to deny any DASR request where the information provided by the CTA is false, incomplete, or inaccurate in any material respect.
- (6) DASRs are accepted on a first-come, first-served basis, as determined by the time stamp placed on the transaction by the DASR System. If more than one authorization is received for an account, the first compliant authorization will be processed.

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(Continued)

A. GENERAL (Continued)

4. DASR Transaction Processing (Continued)

- (7) A DASR may be rejected based on, but not limited to, the following partial listing of reasons:
 - a) Customer bill account is currently on noncore service.
 - b) Customer is currently summary billed - to participate in Transportation Service (CAT) program and receive summary billing from SoCalGas, the customer must select billing for transportation by SoCalGas.
 - c) Customer is currently on SoCalGas' Electronic Data Interchange (EDI) billing service. To remain a SoCalGas EDI customer, Core Transportation Service Customers must select billing for transportation by SoCalGas.
 - d) Customer is currently participating in SoCalGas' Level Pay Program. Customer may only remain on Level Pay if they select billing for transportation by SoCalGas.
 - e) Customer facility status is "off-for-repairs," "seasonal close," or is otherwise inactive. Inactive customers cannot be enrolled in Core Transportation Service.
 - f) DASR file contains invalid data such as invalid Bill Account, Meter Number, Bill Method, or CTA OCC.

- (8) The DASRs will remain in effect unless any of the following events occur:
 - a) After the initial twelve-month term, a termination transaction is submitted by SoCalGas in response to a customer request, or a termination transaction is submitted by the CTA at customer or CTA request;
 - b) Any party files for or is forced into bankruptcy proceedings or goes out of business;
 - c) The customer is no longer receiving service at the meter location, or the customer status and applicable tariff schedules change due to changes in customer gas consumption;

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(Continued)

A. GENERAL (Continued)

4. DASR Transaction Processing (Continued)

(8) (Continued)

- d) The CTA submits a request to terminate service to the customer for the customer's failure to pay for service provided to the customer by CTA;
- e) SoCalGas cancels CTA's authorization for CTA failure to pay for capacity service provided to the CTA or for other breach of the Service Agreement or applicable tariffs. In this event, SoCalGas will send written notice of cancellation to the CTA and to the customer, pursuant to Section C.5, Termination of the Service Agreement;
- f) There is a change in SoCalGas' tariff rate schedules that materially affects the rights of the parties; or,
- g) There is a regulatory or other legislative change which impacts a CTA's right or ability to provide service hereunder.

(9) Core Transportation Service Customers who wish to exit the program and return to SoCalGas Core Procurement Service, or who wish to change CTAs, may contact their existing CTA to request termination or submit a request for termination to SoCalGas. Upon receipt of the customer request for termination, SoCalGas will verify the customer has completed the minimum 12 month contractual requirement for Core Transportation Service, and terminate the customer's participation in the program. When SoCalGas terminates the customer's participation, SoCalGas will notify the CTA within three business days via e-mail.

(10) The customer will have 90 days from the termination submission in which to select a different CTA (defined as not affiliated with original CTA) or the customer may return to Procurement Service from SoCalGas under the customer's otherwise-applicable rate. If the customer returns to SoCalGas Procurement Service, they must remain a Procurement Customer for the longer of: 1) twelve months, or 2) the balance of their five (5) year core commitment pursuant to D.02-08-065, as applicable. Additionally, any customer whose annual consumption is over 50,000 therms will be on the Cross-Over Rate (G-CPNRC), pursuant to Schedule No. G-CP, during the 90 day period when they are selecting another CTA. These same customers would remain on this Cross-Over Rate for a total of 12 months if they fail to select another CTA during the 90 day period. Those customers who return to utility procurement because their CTA no longer provides any service in the State of California, as further defined in Rule No. 1, are exempt from the Cross-Over Rate.

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

4. DASR Transaction Processing (Continued)

(11) Upon successful processing of a termination request, SoCalGas will notify the customer in writing of the termination, including reason.

- a. Customers remain responsible to SoCalGas for any charges incurred by their CTA associated with Program Service prior to the effective date of service termination, except Procurement Management Charges as defined in Rule No. 1, even if such charges are rendered after cancellation has taken place.

5. Rates

Charges for service shall be in accordance with SoCalGas' core transportation rates for each end-use customer, as set forth in the core transportation rate schedules. Aggregation with other loads does not change the otherwise applicable rate schedule for a specific facility.

Additionally, for the first twelve months of service to a customer under the Program, the customer's core transportation rates will include a component that reflects the most recent positive or negative imbalances in SoCalGas' core gas balancing account. For the first twelve months the customer participates in the Program, this component shall be an adder or subtracter that reflects the current status of the Purchased Gas Account. After the first twelve months of service to a customer under the Program, the customer's transportation rate will not include the balancing account component.

Charges by SoCalGas may be adjusted to reflect the applicable taxes, franchise fees or other fees, regulatory surcharges and interstate or intrastate pipeline charges that may occur.

6. Release of Customer Information

Upon receipt of a compliant DASR, SoCalGas will provide the CTA with available information for up to 12 months of customer gas consumption no later than the 20th of the month after the scheduled switch date.

Except as provided above, SoCalGas must receive a signed "Customer Information Authorization" (Form No. CIA-1A) or "Commercial/Industrial Customer Information Authorization" (Form No. CIA-1B) to release customer-specific usage data to parties. Subject to customer authorization, SoCalGas will provide a maximum of the most recent 12 month's customer usage data (or all data available if customer has less than 12 month's usage history) to the customer or its authorized agent. If a customer, or a customer's CTA, requests this historic usage more than two times per year for a specific service account, SoCalGas shall have the ability to assess a processing charge if approved by the CPUC.

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CORE AGGREGATION TRANSPORTATION

(Continued)

A. GENERAL (Continued)

7. Taxes

The CTA shall pay the applicable Utility User's Tax, and any other fees and taxes applicable within the city or political subdivision where the gas is actually used unless otherwise provided for in a specific ordinance or other legislative ruling. For those customers located in Los Angeles county, pursuant to Los Angeles City Ordinance No. 168164, dated August 4, 1992, SoCalGas shall collect the user tax for all gas delivered through the gas system for transportation service customers and consumed in Los Angeles County.

8. Applicable Contract Provisions

All contracts and customer authorizations of CTAs under this Rule shall be subject to Rule No. 4, except as set forth below. DASRs and Customer Authorizations shall be deemed to be "contracts for gas service between CTA and Core Transportation Service Customer" for purposes of applying Rule No. 4 to this Rule:

a. Damages

SoCalGas shall not be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inactions arising from or related to the Program.

b. CPUC Jurisdiction

The contracts and authorizations pertaining to Transportation Only Service under this Rule, shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

9. Contract Quantities

SoCalGas will assign a Daily Contracted Quantity (DCQ) on a monthly basis.

The DCQ will be calculated using the following formula:

$$DCQ = A / B \times C$$

Where: "A" = CTA group's most recent twelve months historical consumption,

"B" = Most recent twelve months deliveries on SoCalGas' system for the customer class, and

"C" = Utilities Authorized Core Cold Year Throughput

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CORE AGGREGATION TRANSPORTATION

(Continued)

B. ESTABLISHMENT OF CREDIT

1. Credit Application

The CTA shall be required to complete a credit application that includes any financial information needed to establish credit on an annual basis or whenever the CTA's load increases by 25,000 therms per day or more. A non-refundable credit application processing fee of \$500 may be charged to offset the cost of determining the CTA's creditworthiness. SoCalGas will establish the CTA's credit limit based on the creditworthiness evaluation and the CTA's Daily Contract Quantity (DCQ).

To assure the continued validity of an established unsecured credit limit, the CTA shall be required to furnish SoCalGas with financial information satisfactory to SoCalGas, as requested by SoCalGas, during CTA's participation in the Program. In the event SoCalGas determines that a financial change has or could adversely affect the creditworthiness of the CTA, or if the CTA does not provide the requested financial information, SoCalGas may terminate the CTA's participation in the Program immediately.

A creditworthiness evaluation will be conducted by an outside credit analysis agency, to be determined by SoCalGas, with final credit approval granted by SoCalGas. Credit reports will remain strictly confidential between the credit analysis agency and SoCalGas.

2. Security Deposit

a. Acceptable Forms of Security Deposits

CTAs may submit a security deposit in lieu of the creditworthiness evaluation to qualify for participation and/or to increase their DCQ. The security deposit may be in the form of:

- (1) Cash Deposit - Deposits will earn interest at the interest rate on Commercial Paper (prime, three-month), as described in Preliminary Statement, Part I, Section J.
- (2) Letters of Credit - Irrevocable and renewable standby Letters of Credit issued by a major U.S. financial institution acceptable to SoCalGas.
- (3) Surety Bonds - Renewable surety bonds in a form acceptable to SoCalGas which are issued by a major insurance company acceptable to SoCalGas.
- (4) Guarantees - Guarantors must furnish financial information as requested by SoCalGas and have credit standards acceptable to SoCalGas. Guarantees must be accompanied by other forms of security deposit equal to at least 20% of the credit requested. "Other" forms of security deposit include those items outlined above and any other form and/or amount of collateral to which SoCalGas, in its sole discretion, agrees in writing.

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(Continued)

B. ESTABLISHMENT OF CREDIT (Continued)

2. Security Deposit (Continued)

b. Amount of Security Deposit

The amount of security deposit, or the established credit limit required, is a function of the DCQ. The formula for determining the security deposit or credit limit depends upon the nature of services for which CTAs bill their customers. This creditworthiness requirement (CWR) shall be calculated as follows:

(1) CTA Bills Customers for Gas Commodity Only:

$$CWR1.0 = 120 \text{ days} \times DCQ \times \text{Core Standby Rate};$$

Where: CWR1.0 equals the security deposit in dollars for CTA Procurement Management Charges, as defined in Rule No. 1, for which the CTA is liable. For administrative purposes, the core standby rate will be calculated at 150% of the SoCalGas forecasted core procurement rate.

(2) CTA Bills All Customers for Gas Commodity and Transportation Charges:

$$CWR2.0 = CWR1.0 + (75 \text{ days} \times DCQ \times \text{Average Retail Core Transportation Charge});$$

Where: CWR2.0 equals CWR1.0 plus the security deposit in dollars for handling the customer's money in the event that a CTA bills and collects SoCalGas' transportation charges.

If a security deposit is to be in lieu of a creditworthiness evaluation it is due and payable upon demand prior to commencement of the CTA's participation in the Program.

Any deposit will be considered past due if it is not paid within fifteen calendar days after it is requested by SoCalGas. Past due notices will be mailed to the CTA and to each of its customers. If the deposit is not paid within seven days of the issuance of the past due notice, the CTA's participation will be subject to termination.

All forms of security shall be retained as long as the CTA is participating in the Program unless otherwise reduced pursuant to the provisions of Section B.3., Other Forms of Security Deposit, listed below.

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B. ESTABLISHMENT OF CREDIT (Continued)

3. Other Forms of Security Deposit

CTAs may select guaranteed deliveries and/or storage collateral, and, for CTAs who bill for SoCalGas' Transportation charges, accelerated payments to reduce their creditworthiness requirements.

a. Guaranteed Deliveries

The CTA may guarantee weekly delivery of gas equal to 80%, or some other portion acceptable to the CTA and SoCalGas, of the projected customer usage. Projected customer usage will be calculated on a month-to-date basis as follows:

(1) $80\% \times \text{historical daily usage} \times \text{number of days}$;

Where: "number of days" = 7, 14, 21, 28, 30 or 31

If the CTA fails to meet the 80% condition, then the CTA will have seven days or until the end of the month, whichever occurs first, to cure. If the CTA is unable to cure within the cure period, then the CTA's participation in the Program is subject to immediate termination by SoCalGas. By satisfying this condition, a CTA can reduce its creditworthiness requirement by 80% of the Core Standby Rate as follows:

(2) $\text{CWR1.1} = 24 \text{ days} \times \text{DCQ} \times \text{Core Standby Rate}$

b. Storage Collateral

A CTA may elect to reduce its creditworthiness requirements by maintaining a set or prescribed quantity of gas in storage at all times. Gas stored for collateral is in addition to gas stored to meet core reliability requirements.

If the CTA fails to maintain the prescribed quantity of gas in storage, the CTA will have seven days or until the end of the month, whichever occurs first, to cure. If the CTA is unable to cure within the cure period, the CTA may purchase gas necessary to meet the condition from SoCalGas, at the retail core standby procurement charge, or SoCalGas may immediately terminate the CTA's participation in the Program.

The CTA will grant to SoCalGas a first priority security interest in all gas in storage pursuant to appropriate documents acceptable to SoCalGas.

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CORE AGGREGATION TRANSPORTATION

(Continued)

B. ESTABLISHMENT OF CREDIT (Continued)

3. Other Forms of Security Deposit (Continued)

b. Storage Collateral (Continued)

The prescribed quantity shall be specified by the CTA subject to SoCalGas' concurrence and will reduce the creditworthiness requirement by reducing the number of days used in the calculation of CWR1.2 by the quotient of the prescribed quantity divided by the DCQ as follows:

$$(1) \text{ CWR1.2} = (120 \text{ days} - (\text{prescribed quantity} / \text{DCQ})) \times \text{DCQ} \times \text{Core Standby Rate.}$$

c. Accelerated Payments/Immediate Payment for Services Rendered

If the CTA bills customers for SoCalGas' transportation charges, then the CTA may pay these charges at the end of billing cycles 5, 10, 15 and 21 (i.e., make weekly payments).

These weekly payments are estimated based on the retail core transportation charges for the customers served by the CTA. The payments and charges may be reconciled at month-end billing time. If payment is not received by the 4:00 P.M. on the due date, SoCalGas will notify the CTA of non-payment. If payment is not received by close of business on the next business day, then the CTA's participation is subject to immediate termination. Any payment received after the due date will be considered past due and subject to the conditions described below in Section C.3., Late Payment.

This condition would be implemented in lieu of weekly summary billing. In addition, the CTA's creditworthiness requirement will be reduced as follows:

$$(1) \text{ CWR2.1} = \text{CWR1."X"} + (22 \times \text{DCQ} \times \text{Average Retail Core Transportation Charge}).$$

Where: "X" is equal to 0, 1, or 2 (e.g., CWR1.0, CWR1.1 or CWR1.2)

4. Additional Documents

The CTA shall execute and deliver all documents and instruments (including, without limitation, security agreements and Uniform Commercial Code financing statements) reasonably requested from time to time to implement the provisions set forth above and to perfect any security interest granted to SoCalGas.

(Continued)

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CORE AGGREGATION TRANSPORTATION

(Continued)

C. BILLING AND PAYMENT TERMS (Continued)

3. Late Payment

If a CTA does not pay any bill rendered to it by SoCalGas within fifteen days after transmittal, then:

- a. A seven-day notice may be mailed to the CTA and its customers may be advised of such notice. If the charges in the notice remain unpaid after the expiration of the seven-day notice, participation under the Program is subject to termination. If participation is terminated, the CTA remains responsible for all charges incurred under the Program, even if such charges are identified after the termination becomes effective.
- b. The outstanding balance will be subject to any applicable late payment fees as authorized by the CPUC.
- c. The CTA will be unable to add customers, or increase its DCQ to its contract until late payment is cured; and,
- d. The CTA may not trade, sell or withdraw any gas in storage until late payment is cured.

If a CTA pays late three or more times by seven days or less, or pays late one or more times by greater than seven days in any contiguous twelve month period, then, in addition to all other rights of SoCalGas resulting from such late payments (or any non-payments), the CTA will lose its "good payment" status as defined below in Section C.4., Good Payment History. SoCalGas may also require full collateral in the form of cash, irrevocable standby letter of credit, security bond, or any other security instrument deemed appropriate by SoCalGas. If such collateral is requested and not provided by the CTA to SoCalGas, the CTA's participation will be subject to termination by SoCalGas.

In addition, if a CTA that bills customers for SoCalGas' transmission charges loses its good payment status, the CTA will be required to establish an escrow agreement/account with a financial institution acceptable to SoCalGas, in a form acceptable to SoCalGas, and will grant SoCalGas a first priority security interest in all proceeds and accounts receivable in escrow. The escrow account will give a third party, acceptable to SoCalGas, the rights to receive accounts receivable and pay accounts payable on behalf of the CTA. The third-party will keep a record of all payments made by each customer, and payment to the third-party.

(Continued)

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CORE AGGREGATION TRANSPORTATION

(Continued)

C. BILLING AND PAYMENT TERMS (Continued)

4. Good Payment History

In order to establish a good payment history, the CTA must pay each bill in full within fifteen days after transmittal. A CTA's creditworthiness requirements will be reduced by 2% for every twelve consecutive months of good payment history. This calculation will be retroactive to the date of first participation by the CTA in the Program. Three or more late payments of seven days or less, or one or more late payments of greater than seven days during any contiguous twelve month period will cause the CTA to lose its "good payment" status and obligate it to reestablish full creditworthiness requirements.

If at any time, under the provisions of this rule, SoCalGas does not receive the requested financial information or determines that there has been a detrimental change in the financial condition of the CTA, SoCalGas, at its sole discretion, may re-establish the original creditworthiness requirements for the CTA or establish new creditworthiness requirements.

5. Termination of the Service Agreement

If a payment is not received within seven days of the issuance of a past due notice, the CTA's participation in the Program will be subject to termination. In addition, if SoCalGas receives any notification that the CTA has filed or will be filing any type of bankruptcy, or is closing its business, the CTA's participation will be terminated immediately and all of the CTA's rights to conduct business with SoCalGas thereunder shall be terminated, consistent with any bankruptcy laws that may take precedence over the rules set forth herein. Further, SoCalGas may terminate a CTA's participation in the Program for failure to pay the interstate pipeline for the full cost of its assigned capacity.

Upon termination of a CTA's participation:

- a. Notices of such Termination will be sent to the CTA, to each of its customers, and to the CPUC;
- b. SoCalGas will establish an escrow agreement/account for collections of outstanding customer payments;
- c. Any gas in storage and gas that has been delivered into SoCalGas' system on behalf of the Customers served by CTAs will be used to off-set any immediate imbalances. This gas cannot be subject to encumbrances of any kind, including, but not limited to, liens, trades, or sales to other customers;
- d. The CTA will lose its right to a 10% tolerance for transportation imbalances and will be required to trade toward a zero imbalance; and,

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(Continued)

C. BILLING AND PAYMENT TERMS (Continued)

5. Termination of the Service Agreement (Continued)

- e. All fees, charges and other obligations of CTA to SoCalGas shall be immediately due and payable without further notice of demand and shall thereafter be subject to CPUC authorized late payment fees and interest, until paid in full.
- f. The customer will have 90 days from date of cancellation by the CTA in which to join another CTA's group or the customer may return to full service from SoCalGas (see Section A.1.b., above).

At the time of termination, if the CTA has not paid SoCalGas billings, any deposit held on the CTA's accounts shall be applied to recoup unpaid bills. In addition, if a CTA is terminated and/or declares bankruptcy, the CTA will be liable to SoCalGas for any and all costs, expenses, and attorney's fees incurred by SoCalGas as a result of such termination or bankruptcy. Payment by the CTA of all such costs, expenses and attorney's fees will be a condition of re-entry into, or continuation in, the Program.

6. Customer Liability for CTA Obligations

If a security deposit has not been provided or does not adequately cover the outstanding charges owed by a CTA, excluding any Procurement Management Charges, the customers represented by the CTA will be liable for any such charges. These outstanding charges will first be reconciled and assigned to customers based on the customers' outstanding balance with SoCalGas and the payment records in the escrow account, if an escrow account has been established. Any outstanding charges that remain unreconciled after that process will then be allocated to customers served by the CTA on a pro rata basis to customers based on the customers' usage during the period the outstanding balance was accumulated.

Regardless of who renders bills for SoCalGas transportation charges, the CTA will continue to be financially liable for outstanding Procurement Management Charges.

7. SoCalGas Collection Assistance

SoCalGas will pursue normal collection activity for nonpayment of SoCalGas' charges, if SoCalGas bills such charges directly to the customer. SoCalGas will bill the customer directly for such charges when the CTA bills for the gas commodity only. Under this situation, the CTA's creditworthiness requirements will be reduced as set forth in Section B.2.b.(1).

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CORE AGGREGATION TRANSPORTATION

(Continued)

C. BILLING AND PAYMENT TERMS (Continued)

8. Billing Disputes

If a Core Transportation Service customer disputes a SoCalGas bill, the disputed amount will be deposited by the customer with the CPUC pending resolution of the dispute under the existing CPUC procedures for resolving such disputes with SoCalGas. If a Core Transportation Service customer has a billing dispute with its CTA, the customer will remain obligated to pay SoCalGas charges in a timely manner. The CTA shall not withhold payment of any such SoCalGas charges pending resolution of any such disputes regarding the CTA's bills.

If the CTA, or customer whose transportation charges are billed by the CTA, disputes a SoCalGas bill, the disputed amount will be deposited by the CTA with the CPUC pending resolution of the dispute under existing CPUC procedures. No termination of participation in the Program will occur for this dispute while the CPUC is hearing this matter.

Only SoCalGas shall have the authority to physically disconnect or reconnect a customer from the transmission or distribution grid. Physical disconnection by SoCalGas subject to the commission's jurisdiction shall occur only in accordance with protocols established by the Commission. In accordance with Public Utilities Code §779.2(a), SoCalGas may not disconnect gas service to the CTA's customer for the customer's nonpayment of any amount owed by the customer to the CTA.

D. DELIVERY OF GAS

1. Transportation of Customer-Owned Gas

CTAs participating in the Program will perform gas deliveries pursuant to the provisions and conditions set forth in Rule No. 30, Transportation of Customer-Owned Gas.

2. Imbalance Service

The CTA is responsible for balancing transportation services with the customer's end-use consumption. The CTA is responsible for managing the imbalances of the end-users through means which include participation in the Utility's Imbalance Trading Program pursuant to the provisions of Schedule No. G-IMB. Imbalances will be calculated on an aggregated customer basis, not by individual account or delivery point. Imbalances will be determined by comparing the amount of gas delivered to the Utility and the amount of gas actually consumed by the customers.

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CORE AGGREGATION TRANSPORTATION

(Continued)

F. CURTAILMENT

In the event of curtailment, SoCalGas shall make every effort to maintain service to Core Transportation Service customers. Such curtailment shall be effectuated in accordance with the provisions of Rule No. 23, Continuity of Service and Interruption of Delivery. Penalties for violations of curtailment shall apply as set forth in Rule No. 23.

G. SERVICES PROVIDED BY SOCALGAS

SoCalGas shall read customer meters, send customers legally required notices and bill inserts in accordance with Public Utilities Code Section 454(a), and provide customers with all other regular SoCalGas services. This includes direct billing, unless the customer specifies in the DASR that SoCalGas bill the CTA for all charges.

A customer of a CTA shall have a reasonable opportunity to have the customer's meter tested to ensure the reasonable accuracy of the meter. In accordance with Public Utilities Code Section 985(f), in the event of a billing dispute, a customer may ask SoCalGas to test the customer's meter to ensure reasonable accuracy of the meter. The cost of this meter test shall be in accordance with Tariff Rule No. 15.

H. OTHER TARIFFS

Service under this Rule is subject to the terms and conditions of SoCalGas' tariff schedules on file with the CPUC, including all applicable contracts and agreements.

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