

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



May 8, 2018

Advice Letter 1067-G

Justin Lee Brown
Vice-President/Regulatory Affairs
Southwest Gas Corporation
PO Box 98510
Las Vegas, NV 89193-8510

SUBJECT: Revise SWG's Cal. Gas Tariff Applicable to the Company's CAT Program in Accordance with O.P. 11 in D.18-02-002.

Dear Mr. Brown:

Advice Letter 1067-G is effective as of April 25, 2018.

Sincerely,

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

Edward Randolph
Director, Energy Division



SOUTHWEST GAS CORPORATION

March 26, 2018

ATTN: Tariff Unit, Energy Division
California Public Utilities Commission
505 Van Ness Avenue, Room 4005
San Francisco, CA 94102

Subject: Southwest Gas Corporation (U 905 G)
Advice Letter No. 1067

Enclosed herewith is one (1) copy of Southwest Gas Corporation's Advice Letter No. 1067, together with California Gas Tariff Sheet Nos. 4, 5, 141, 264, 265, 273-275.1, and 292.

Sincerely,

Valerie J. Ontiveroz
Regulatory Manager/California

VJO:jjp
Enclosures



SOUTHWEST GAS CORPORATION

Advice Letter No. 1067

March 26, 2018

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Southwest Gas Corporation (Southwest Gas) (U 905 G) tenders herewith for filing the following tariff sheets:

Cal. P.U.C. Sheet No.	California Gas Tariff Title of Sheet	Canceling Cal. P.U.C. Sheet No.
4th Revised Sheet No. 4	Table of Contents (<i>Continued</i>)	3rd Revised Sheet No. 4
15th Revised Sheet No. 5	Table of Contents (<i>Continued</i>)	14th Revised Sheet No. 5
2nd Revised Sheet No. 141	Form of Service Agreement for Intrastate Transportation of Customer-Secured Natural Gas Under Schedule No. GN-T Core Aggregation	1st Revised Sheet No. 141
2nd Revised Sheet No. 264	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	1st Revised Sheet No. 264
3rd Revised Sheet No. 265	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	2nd Revised Sheet No. 265
1st Revised Sheet No. 273	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	Original Sheet No. 273
1st Revised Sheet No. 274	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	Original Sheet No. 274
2nd Revised Sheet No. 275	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	1st Revised Sheet No. 275
Original Sheet No. 275.1	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	-----
3rd Revised Sheet No. 292	Rule No. 21 - Transportation of Customer- Secured Natural Gas (<i>Continued</i>)	2nd Revised Sheet No. 292



Purpose

The purpose of this filing is to revise Southwest Gas' California Gas Tariff applicable to the Company's Core Aggregation Transportation Program in accordance with Ordering Paragraph (OP) 11 in Decision (D.) 18-02-002.

Pursuant to OP 11, Southwest Gas, Pacific Gas and Electric Company, Southern California Gas Company and San Diego Gas & Electric Company (Gas Utilities) met and conferred to create proposed tariff revisions that are as uniform as possible in light of the Utilities' different operational practices and existing tariffs. In consideration of those discussions, Southwest Gas proposes revisions to its tariff Schedule No. GN-T – Core Transportation Service of Customer-Secured Natural Gas, Rule No. 21 – Transportation of Customer-Secured Natural Gas and Form 881.0 – Utility Authorization for Core Aggregation, to address requirements adopted by the Commission in D.18-02-002 with respect to Core Transport Agents (Aggregators). Southwest Gas' proposed revisions are set forth in the attached matrix (Attachment A).

Background

In March 2014, the Commission initiated Order Instituting Rulemaking (R.) 14-03-002 ("Rulemaking") to address the policy, standards, rules and procedures necessary to comply with Public Utilities Code Sections 980-989.5 (added by Senate Bill (SB) 656).¹ During the Rulemaking, the Commission issued D.14-08-043, adopting registration standards for Core Transport Agents. Southwest Gas subsequently filed Advice Letter No. 961 to revise its Tariff Rule No. 21 in accordance with D.14-08-043.² In the 2014 decision, the Commission also adopted interim standards for proof of financial viability, and proof of technical and operation ability.³ The Commission designated Phase Two of the Rulemaking to address all remaining issues addressed in SB 656.

R.14-03-002 Phase Two

On February 8, 2018, the Commission approved D.18-02-002, which sets forth permanent standards for proof of financial viability, technical and operational ability for Aggregators. D.18-02-002 also adopts certain consumer protections including the following:

¹ D.18-02-002 at p. 5.

² Southwest Gas Advice Letter No. 961 was approved by the Energy Division, effective December 1, 2014.

³ D.18-02-002 at p. 5.



Background *(continued)*

- Process for the denial, suspension or revocation of an Aggregator's registration;
- Process for informal and formal complaints by a customer against an Aggregator;
- Determination of a recurring annual fee to be imposed on the Aggregators for the cost of administering the Commission's registration program;
- Rules requiring the filing of standard service plans and the submission of the written notice of the terms and conditions of the Aggregator's standard service plan, and providing prospective customers with the written notice;
- Process for the issuance of a public alert concerning companies attempting to provide core transport service in an unauthorized or fraudulent manner;
- Process for developing informational guides and other tools to help core gas customers understand their core transport service options;
- Rules implementing the minimum standards in Public Utilities Code Section 985 that Aggregators must adhere to in their interactions with customers;
- Uniform format for the written notice of the price, terms, and conditions of service that an Aggregator is required to provide to prospective customers pursuant to Public Utilities Code Section 986; and
- Process and rules for the do not call list required by Public Utilities Code Section 987.

Accordingly, Southwest Gas has revised its Schedule No. GN-T – Core Transportation Service of Customer-Secured Natural Gas and Rule No. 21 – Transportation of Customer-Secured Natural Gas and Form 881.0 – Utility Authorization for Core Aggregation in conformance with D.18-02-002. Redlined and clean versions of the affected tariff sheets are included as Attachments B⁴ and C, respectively.

This Advice Letter will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

⁴ Shaded text on the redlined tariff sheets indicate a text location change only.



Effective Date

Southwest Gas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2, effective after Energy Division Approval, pursuant to General Order (GO) 96-B. Southwest Gas respectfully requests this Advice Letter be approved April 25, 2018, which is thirty (30) calendar days after the date filed.

Protest

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based with specificity. The protest must be sent no later than 20 days after the date of this Advice Letter filing and shall be sent by letter via U.S. Mail, facsimile, or electronically mailed. The address for mailing or delivering a protest to the Commission is:

ATTN: Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
E-mail: edtariffunit@cpuc.ca.gov
Facsimile: 415-703-2200

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004, at the same address as above and mailed or faxed to:

Mr. Justin Lee Brown
Vice President/Regulation & Public Affairs
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Email: justin.brown@swgas.com
Facsimile: 702-364-3452

Notice and Service

In accordance with GO 96-B, General Rules 4.2 and 7.2, a copy of this Advice Letter is being sent either electronically or via overnight express mail delivery to parties shown on the attached distribution list. Address changes to the GO 96-B distribution list should be directed to Southwest Gas at email address RRA@swgas.com. For changes to the service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Southwest Gas Advice Letter filings may also be accessed electronically at: <https://www.swgas.com/en/california-rates-and-regulation>.



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March 26, 2018

Communications regarding this filing should be directed to:

Valerie J. Ontiveroz
Regulatory Manager/California
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Telephone: 702-876-7323
Email: valerie.ontiveroz@swgas.com

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By:

A handwritten signature in blue ink, appearing to read "Justin Lee Brown", written over a horizontal line.

Justin Lee Brown

Attachments

Distribution List

Advice Letter No. 1067

In conformance with GO 96-B, General Rule 4.3

The following individual has been served by regular, first-class mail:

Elizabeth Echols, Director
Office of Ratepayer Advocates
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94105

The following individuals or entities have been served by electronic mail:

Pacific Gas & Electric Company
PGETariffs@pge.com

Southern California Gas Company
ROrtiz@SempraUtilities.com

San Diego Gas & Electric Company
SDG&ETariffs@SempraUtilities.com

Belinda Gatti
Energy Division
California Public Utilities Commission
belinda.gatti@cpuc.ca.gov

Robert M. Pocta
Office of Ratepayer Advocates
California Public Utilities Commission
rmp@cpuc.ca.gov

Nathaniel Skinner
Office of Ratepayer Advocates
California Public Utilities Commission
nws@cpuc.ca.gov

Pearlie Sabino
Office of Ratepayer Advocates
California Public Utilities Commission
pzs@cpuc.ca.gov

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)	
Company name/CPUC Utility No. Southwest Gas Corporation (U 905 G)	
Utility type: <input type="checkbox"/> ELC <input checked="" type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: Valerie J. Ontiveroz Phone #: (702) 876-7323 E-mail: valerie.ontiveroz@swgas.com
EXPLANATION OF UTILITY TYPE ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat WATER = Water	(Date Filed/ Received Stamp by CPUC)
Advice Letter (AL) #: 1067 Subject of AL: <u>Revise Southwest Gas' California Gas Tariff applicable to the Company's Core Aggregation Transportation Program in accordance with Ordering Paragraph (OP) 11 in Decision (D.) 18-02-002.</u>	
Keywords (choose from CPUC listing): CTA Program AL filing type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Other	
Does AL replace a withdrawn or rejected AL? If so, identify the prior AL Not applicable Summarize differences between the AL and the prior withdrawn or rejected AL ¹ : Not applicable	
Resolution Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requested effective date: April 25, 2018 No. of tariff sheets: 10 Estimated system annual revenue effect (%): Not applicable Estimated system average rate effect (%): Not applicable 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: Scheduel No. GN-T Core Transportation Service of Customer-Secured Natural Gas Service affected and changes proposed ⁵ : Not applicable Pending advice letters that revise the same tariff sheets: Not applicable	
Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:	
CPUC, Energy Division Attention: Tariff Unit 505 Van Ness Ave. San Francisco, CA 94102 E-mail: edtariffunit@cpuc.ca.gov	Mr. Justin Lee Brown, Vice-President/Regulation & Public Affairs Southwest Gas Corporation P. O. Box 98510 Las Vegas, NV 89193-8510 E-mail: justin.brown@swgas.com Facsimile: 702-364-3452

⁵ Discuss in AL if more space is needed.

Advice Letter No. 1067
Attachment A

Matrix of Proposed Tariff Language

DECISION 18-02-002 ON PHASE TWO ISSUES REGARDING CORE TRANSPORT AGENTS

Topic/Issue	Decision Reference	SWG Tariff Reference	Proposed Tariff Language (in red)
Confidentiality of Customer Information	Section 2.8.2 Confidentiality - Section 985(a); Page 103	Section M.1.a.; Sheet No. 264 Form 881.0 - Utility Authorization for CAT Service; Sheet No. 292	The Utility Authorization shall grant the Aggregator the authority to act on the customer's behalf; and allow the Company to release information about the customer to the Aggregator. By submission of the signed Utility Authorization, the Aggregator warrants that the customer being enrolled in the CAT program has authorized the Company to release the customer's current and historical information, including current and historical gas consumption information, billing information, and payment information, to that specific Aggregator or its agent. I authorize the Company to release to the Aggregator or its agent, by written or electronic transfer, any and all current and historical information, including current and historical gas consumption information, billing information, and payment information , the Company has in its records on my account or facility(ies).
Change in Service Provider	Section 2.8.4 Change in Providers - Section 985(c); Pages 107-111	Section M.1.b.; Sheet No. 264 Section M.6.g.; Sheet No. 275	1. An Aggregator seeking to provide a customer with CAT service will be responsible for compliance with the Commission's verification rules set forth in D.18-02-002. 2.Consistent with Public Utilities Code Section 985(c), Aggegators and the Company may charge for a change in service provider in the event of early termination of service, provided any fee or penalty charged by the supplier associated with the early termination of service, shall be disclosed in the contract of the Aggregator or in the applicable tariff of the Company.
Meter Integrity	Section 2.8.7 Meter Integrity - Section 985(f); Page 119	Section M.4.d(vi); Sheet No. 273	A customer of an Aggregator 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 the Company to test the customer's meter to ensure reasonable accuracy of the meter. The cost of this meter test shall be in accordance with Rule No. 17 of this California Gas Tariff.
Informal Complaints Regarding CTAs	Section 2.4.2 Informal Complaint Process; Page 66	Section M.5.; Sheet No. 273	In accordance with Decision (D.) 14-08-043, D.18-02-002 and Public Utilities Code Section 983, the Commission shall accept, compile and attempt to informally resolve consumer complaints regarding CTAs: http://consumers.cpuc.ca.gov/californiacares/.
Suspension or Revocation of CTA Registration	Section 2.3.3 Suspension or Revocation of a CTA's Registration; Page 37	Section M.6.a.(vii), (viii); Sheet No. 274	The Utility Authorization for Core Aggregation Transportation Service (Form 881.0) executed by each customer shall remain in effect unless any of the following occurs:... (vii) There is a regulatory or other legislative change which impacts an Aggregator's right or ability to provide service hereunder; or (viii) The Aggregator's registration is suspended or revoked by the Commission in accordance with Public Utilities Code Section 983.5(b).
Disconnection and Reconnection of Gas Service	Section 2.8.3 Physical Disconnects and Reconnects - Section 985(b); Pages 104-105	Section M.6.i	Only the Company shall have the authority to physically disconnect or reconnect a customer from the Company's distribution system. Physical disconnection by the Company subject to the Commission's jurisdiction shall occur only in accordance with protocols established by the Commission. In accordance with Public Utilities Code Section 779.2(a), the Company may not disconnect gas service to the Aggregator's customer for the customer's nonpayment of any amount owed by the customer to the Aggregator.

Advice Letter No. 1067
Attachment B

Redlined Tariff Sheets

FORM OF SERVICE AGREEMENT FOR
INTRASTATE TRANSPORTATION OF CUSTOMER-SECURED
NATURAL GAS UNDER SCHEDULE NO. GN-T
CORE AGGREGATION

(Continued)

ARTICLE VII — PRIOR AGREEMENTS

The Aggregator recognizes that the Company has existing agreements and working relationships with its pipeline companies, and the Company agrees to cooperate reasonably with them for the purpose of receiving, transporting and delivering the Aggregator's gas in a practical and efficient manner. Nothing in this Agreement shall be construed in any manner as limiting or modifying the rights or obligations of any of the parties under the Company's Schedule No. GN-T on file with the CPUC and any service agreement executed by the parties for service thereunder.

When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s):

(To be used when necessary.)

ARTICLE VIII — REGULATORY REQUIREMENTS

The customers and the Aggregator shall not take any action that would subject the Company to the jurisdiction of the Federal Energy Regulatory Commission (FERC), the Economic Regulatory Administration, or any successor governmental agency. Any such action shall be cause for immediate termination of this Agreement. This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the parties hereunder are subject to and conditioned upon all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement, including without limitation, the registration and other requirements of the CPUC ~~in accordance with~~ set forth in Decisions 14-08-043 and 18-02-002. This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

Should the FERC, the CPUC or any other regulatory or successor governmental agency having jurisdiction impose by rule, order or regulation any terms or conditions upon this Agreement which are not mutually satisfactory to the parties, then any party, upon the issuance of such rule, order or regulation, and notification to the other party, may terminate this Agreement.

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS*(Continued)*M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM

The provisions contained in this Section M apply only to those customers participating in the Company's Core Aggregation Transportation (CAT) program. The previous provisions of this Rule No. 21 and Schedule No. GN-T of this California Gas Tariff apply to the CAT program, unless superseded by provisions contained in this Section M. In accordance with Decision (D.) 14-08-043, D.18-02-002, and Public Utilities Code Section 981, unless otherwise exempt, a CAT offering core aggregation transportation service to residential or small commercial customers is required to register with and receive approval from the Commission prior to offering core aggregation transportation service.

1. Enrollment of Customers

- a. An agent or third party (Aggregator) who requests transportation service for customers aggregating core loads shall provide to the Company a Utility Authorization for Core Aggregation Transportation Service (Form No. 881.0) executed by the customer identifying each customer's meter location whose load has been aggregated. The Utility Authorization shall grant the Aggregator the authority to act on the customer's behalf; and allow the Company to release information about the customer to the Aggregator. By submission of the signed Utility Authorization, the Aggregator warrants that the customer being enrolled in the CAT program has authorized the Company to release the customer's current and historical information, including current and historical gas consumption information, billing information, and payment information, to that specific Aggregator or its agent.
- b. An Aggregator seeking to provide a customer with CAT service will be responsible for compliance with the Commission's verification rules set forth in D.18-02-002.
- c. The minimum term for customers electing CAT service is 12 consecutive months.
- ~~db.~~ The Company shall tabulate the customer's most recent 12 months' usage and provide the usage history to the Aggregator within 30 days from submittal to the Company by the Aggregator. The Company shall utilize this usage history to establish the Aggregator's Maximum Daily Quantity (MDQ) for any time period.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ Cal. P.U.C. Sheet No. _____
_____ Cal. P.U.C. Sheet No. _____

- ~~ec. The Company will process requests from Aggregators to begin service to customers within 90 days of submittal; however, every reasonable effort will be made to begin CAT service for the customer in the month following submittal.~~
- ~~fd. Customers taking CAT service must provide 90 days prior written notice to the Company to change Aggregators. A customer who has received CAT service for the minimum term is not required to remain with a newly-elected Aggregator for a minimum term.~~

Advice Letter No. _____
Decision No. _____

Issued by
Justin Lee Brown
Vice President

Date Filed _____
Effective _____
Resolution No. _____

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

4. Credit & Collection Rights and Obligations (Continued)

d. Billing and Payment Terms (Continued)

- (vi) Billing Disputes — If a Core Aggregation customer or the Aggregator disputes a bill from the Company, the disputed amount will be deposited with the Commission pending resolution of the dispute under the existing Commission procedures. If a Core Aggregation customer disputes a bill from their Aggregator, the customer will remain obligated to pay Company charges in a timely manner; the Aggregator shall not withhold payment of any such Company charges pending resolution of any such disputes.

A customer of an Aggregator 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 the Company to test the customer's meter to ensure reasonable accuracy of the meter. The cost of this meter test shall be in accordance with Rule No. 17 of this California Gas Tariff.

No termination of service will occur for a dispute while the Commission is hearing the matter.

5. Consumer Complaints regarding Aggregators

In accordance with D.14-08-043, D.18-02-002, and Public Utilities Code Section 983, the Commission shall accept, compile and attempt to informally resolve consumer complaints regarding Aggregators: <http://consumers.cpuc.ca.gov/californiacares/>.

56. Termination of Service (Customer)

- a. The Utility Authorization for Core Aggregation Transportation Service (Form 881.0) executed by each customer shall remain in effect unless any of the following occurs:

- ~~(i) After the initial 12 month period of service, the customer or the Aggregator provides a 30 day prior written request to the Company to cancel CAT service to the customer;~~
- ~~(ii) The customer or the Aggregator ceases operation;~~
- ~~(iii) The customer terminates all service from the Company at the meter location;~~
- ~~(iv) The Aggregator provides a 30 day prior written notice to the Company and the customer that CAT service to the customer is being terminated by the Aggregator due to the customer's failure to pay for services rendered to the customer by the Aggregator;~~

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

56. Termination of Service (Customer) (Continued)

- a. (i) After the initial 12 month period of service, the customer or the Aggregator provides a 30 day prior written request to the Company to cancel CAT service to the customer;
- (ii) The customer or the Aggregator ceases operation;
- (iii) The customer terminates all service from the Company at the meter location;
- (iv) The Aggregator provides a 30 day prior written notice to the Company and the customer that CAT service to the customer is being terminated by the Aggregator due to the customer's failure to pay for services rendered to the customer by the Aggregator;
- (v) The Company terminates service to the Aggregator for failure to pay for services rendered to the Aggregator by the Company by notifying the Aggregator and all customers served by the Aggregator; ~~or~~
- (vi) Any party files for, or is forced into bankruptcy proceedings; ~~or~~
- (vii) There is a regulatory or other legislative change which impacts an Aggregator's right or ability to provide service hereunder; or
- (viii) The Aggregator's registration is suspended or revoked by the Commission in accordance with Public Utilities Code Section 983.5(b).
- b. If a customer is delinquent in paying charges due to the Company for CAT service or other Company charges, the customer is subject to termination of service pursuant to Rule No. 11 of this California Gas Tariff.
- c. If the Utility Authorization for Core Aggregation Transportation Service (Form 881.0) is terminated and the customer continues to receive service from the Company at the same meter location, the customer will be billed by the Company at the otherwise applicable sales rate, including all surcharges, beginning with the next regular billing cycle, unless otherwise agreed to by the Company.

- ~~d. After termination of CAT service, the customer must take service under the otherwise applicable sales rate for a minimum of 12 months, unless the customer executes a new Utility Authorization for Core Aggregation Transportation Service (Form 881.0) with a new Aggregator within 90 days of terminating CAT service.~~
- ~~e. If the customer changes Aggregators and continues to take CAT service, the obligation for payment of the Balancing Account Adjustment specified in Schedule No. GN-T of this California Gas Tariff shall be based on the original date of commencement of CAT service by the customer.~~

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

56. Termination of Service (Customer) (Continued)

d. After termination of CAT service, the customer must take service under the otherwise applicable sales rate for a minimum of 12 months, unless the customer executes a new Utility Authorization for Core Aggregation Transportation Service (Form 881.0) with a new Aggregator within 90 days of terminating CAT service.

e. If the customer changes Aggregators and continues to take CAT service, the obligation for payment of the Balancing Account Adjustment specified in Schedule No. GN-T of this California Gas Tariff shall be based on the original date of commencement of CAT service by the customer.

f. If the total annual load of a group of customers served by an Aggregator falls below the minimum 250,000 therms per year requirement to qualify for CAT service, the Aggregator shall have 30 days to secure additional customers and to submit to the Company a Utility Authorization for Core Aggregation Transportation Service (Form 881.0) from each additional customer sufficient to continue to qualify for CAT service.

g. Consistent with Public Utilities Code Section 985(c), Aggregators and the Company may charge for a change in service provider in the event of early termination of service, provided any fee or penalty charged by the supplier associated with the early termination of service, shall be disclosed in the contract of the Aggregator or in the applicable tariff of the Company.

gh. Parties remain responsible for any charges associated with CAT service provided prior to cancellation of the Utility Authorization, even if charges are billed after cancellation of the Utility Authorization.

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

~~N. OTHER PROCEDURES~~

~~The Company reserves the right to impose, at any time, any reasonable operating conditions upon the transportation of the customer's gas which the Company, in its sole good faith judgment, deems necessary to maintain the safe and efficient operation of its distribution system, or to make the operating terms and conditions of service hereunder compatible with those of the supplier. Additionally, the customer and the Company shall comply with any operational conditions or constraints imposed by the upstream pipeline service provider.~~

~~O. RULES AND REGULATIONS~~

~~Except as qualified in this rule, all other Rules and Regulations of the Company's California Gas Tariff are applicable to Schedule Nos. GN-T, GS-70/GN-70/SLT-70, GS-VIC, and GS-LUZ and are hereby made a part hereof.~~

Advice Letter No. 1067
Attachment C

Clean Tariff Sheets

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FORM OF SERVICE AGREEMENT FOR
INTRASTATE TRANSPORTATION OF CUSTOMER-SECURED
NATURAL GAS UNDER SCHEDULE NO. GN-T
CORE AGGREGATION

(Continued)

ARTICLE VII — PRIOR AGREEMENTS

The Aggregator recognizes that the Company has existing agreements and working relationships with its pipeline companies, and the Company agrees to cooperate reasonably with them for the purpose of receiving, transporting and delivering the Aggregator's gas in a practical and efficient manner. Nothing in this Agreement shall be construed in any manner as limiting or modifying the rights or obligations of any of the parties under the Company's Schedule No. GN-T on file with the CPUC and any service agreement executed by the parties for service thereunder.

When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s):

(To be used when necessary.)

ARTICLE VIII — REGULATORY REQUIREMENTS

The customers and the Aggregator shall not take any action that would subject the Company to the jurisdiction of the Federal Energy Regulatory Commission (FERC), the Economic Regulatory Administration, or any successor governmental agency. Any such action shall be cause for immediate termination of this Agreement. This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the parties hereunder are subject to and conditioned upon all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement, including without limitation, the registration and other requirements of the CPUC set forth in Decisions 14-08-043 and 18-02-002. This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

Should the FERC, the CPUC or any other regulatory or successor governmental agency having jurisdiction impose by rule, order or regulation any terms or conditions upon this Agreement which are not mutually satisfactory to the parties, then any party, upon the issuance of such rule, order or regulation, and notification to the other party, may terminate this Agreement.

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM

The provisions contained in this Section M apply only to those customers participating in the Company's Core Aggregation Transportation (CAT) program. The previous provisions of this Rule No. 21 and Schedule No. GN-T of this California Gas Tariff apply to the CAT program, unless superseded by provisions contained in this Section M. In accordance with Decision (D.) 14-08-043, D.18-02-002, and Public Utilities Code Section 981, unless otherwise exempt, a CAT offering core aggregation transportation service to residential or small commercial customers is required to register with and receive approval from the Commission prior to offering core aggregation transportation service.

1. Enrollment of Customers

- a. An agent or third party (Aggregator) who requests transportation service for customers aggregating core loads shall provide to the Company a Utility Authorization for Core Aggregation Transportation Service (Form No. 881.0) executed by the customer identifying each customer's meter location whose load has been aggregated. The Utility Authorization shall grant the Aggregator the authority to act on the customer's behalf; and allow the Company to release information about the customer to the Aggregator. By submission of the signed Utility Authorization, the Aggregator warrants that the customer being enrolled in the CAT program has authorized the Company to release the customer's current and historical information, including current and historical gas consumption information, billing information, and payment information, to that specific Aggregator or its agent.
- b. An Aggregator seeking to provide a customer with CAT service will be responsible for compliance with the Commission's verification rules set forth in D.18-02-002.
- c. The minimum term for customers electing CAT service is 12 consecutive months.
- d. The Company shall tabulate the customer's most recent 12 months' usage and provide the usage history to the Aggregator within 30 days from submittal to the Company by the Aggregator. The Company shall utilize this usage history to establish the Aggregator's Maximum Daily Quantity (MDQ) for any time period.

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

- e. The Company will process requests from Aggregators to begin service to customers within 90 days of submittal; however, every reasonable effort will be made to begin CAT service for the customer in the month following submittal.
- f. Customers taking CAT service must provide 90 days prior written notice to the Company to change Aggregators. A customer who has received CAT service for the minimum term is not required to remain with a newly-elected Aggregator for a minimum term.

2. Storage Allocation and Rights

- a. For the Company's Southern California service areas, gas storage inventory injected by Aggregators may not be subjected to encumbrances of any kind. Aggregators will be assigned month-end storage inventory targets by the Company to meet the Company's month-end storage targets and maintain minimum volumes sufficient to meet the Company's peak day and cold year seasonal requirements. Aggregators will not be allowed to withdraw gas in inventory below the month-end targets established by the Company. Gas storage inventory to meet core reliability cannot be used to cure an under-delivery of flowing supplies during an imbalance trading period.
- b. During the injection season, flowing supplies scheduled for injection will be delivered first, with all remaining flowing supplies scheduled for delivery to the Company's Southern California distribution system for current month use.
- c. Aggregators in the Company's Northern California and South Lake Tahoe service areas are subject to the terms and conditions of the Paiute Pipeline Company's FERC Tariff for all storage activities.
- d. When an Aggregator adds a customer or customers to its Group which represents an addition of more than 150,000 therms of storage inventory, a pro rata portion of the existing gas storage inventory will be sold by the Company to the Aggregator at the current month's Procurement Charge as set forth in the currently-effective Schedule No. GCP of this California Gas Tariff. When a customer terminates CAT service which represents a reduction of more than 150,000 therms of storage inventory and returns to the otherwise applicable sales schedule, a pro rata portion of the existing gas storage inventory will be sold by the Aggregator to the Company at the current month's Procurement Charge as set forth in the currently-effective Schedule No. GCP of this California Gas Tariff.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____

Cal. P.U.C. Sheet No. _____
Cal. P.U.C. Sheet No. _____

Advice Letter No. _____
Decision No. _____

Issued by
Justin Lee Brown
Vice President

Date Filed _____
Effective _____
Resolution No. _____

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

4. Credit & Collection Rights and Obligations (Continued)

d. Billing and Payment Terms (Continued)

- (vi) Billing Disputes — If a Core Aggregation customer or the Aggregator disputes a bill from the Company, the disputed amount will be deposited with the Commission pending resolution of the dispute under the existing Commission procedures. If a Core Aggregation customer disputes a bill from their Aggregator, the customer will remain obligated to pay Company charges in a timely manner; the Aggregator shall not withhold payment of any such Company charges pending resolution of any such disputes.

A customer of an Aggregator 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 the Company to test the customer's meter to ensure reasonable accuracy of the meter. The cost of this meter test shall be in accordance with Rule No. 17 of this California Gas Tariff.

No termination of service will occur for a dispute while the Commission is hearing the matter.

5. Consumer Complaints regarding Aggregators

In accordance with D.14-08-043, D.18-02-002, and Public Utilities Code Section 983, the Commission shall accept, compile and attempt to informally resolve consumer complaints regarding Aggregators: <http://consumers.cpuc.ca.gov/californiacares/>.

6. Termination of Service (Customer)

- a. The Utility Authorization for Core Aggregation Transportation Service (Form 881.0) executed by each customer shall remain in effect unless any of the following occurs:

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RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

6. Termination of Service (Customer) (Continued)

- a. (i) After the initial 12 month period of service, the customer or the Aggregator provides a 30 day prior written request to the Company to cancel CAT service to the customer;
- (ii) The customer or the Aggregator ceases operation;
- (iii) The customer terminates all service from the Company at the meter location;
- (iv) The Aggregator provides a 30 day prior written notice to the Company and the customer that CAT service to the customer is being terminated by the Aggregator due to the customer's failure to pay for services rendered to the customer by the Aggregator;
- (v) The Company terminates service to the Aggregator for failure to pay for services rendered to the Aggregator by the Company by notifying the Aggregator and all customers served by the Aggregator;
- (vi) Any party files for, or is forced into bankruptcy proceedings;
- (vii) There is a regulatory or other legislative change which impacts an Aggregator's right or ability to provide service hereunder; or
- (viii) The Aggregator's registration is suspended or revoked by the Commission in accordance with Public Utilities Code Section 983.5(b).
- b. If a customer is delinquent in paying charges due to the Company for CAT service or other Company charges, the customer is subject to termination of service pursuant to Rule No. 11 of this California Gas Tariff.
- c. If the Utility Authorization for Core Aggregation Transportation Service (Form 881.0) is terminated and the customer continues to receive service from the Company at the same meter location, the customer will be billed by the Company at the otherwise applicable sales rate, including all surcharges, beginning with the next regular billing cycle, unless otherwise agreed to by the Company.

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

N. OTHER PROCEDURES

The Company reserves the right to impose, at any time, any reasonable operating conditions upon the transportation of the customer's gas which the Company, in its sole good faith judgment, deems necessary to maintain the safe and efficient operation of its distribution system, or to make the operating terms and conditions of service hereunder compatible with those of the supplier. Additionally, the customer and the Company shall comply with any operational conditions or constraints imposed by the upstream pipeline service provider.

O. RULES AND REGULATIONS

Except as qualified in this rule, all other Rules and Regulations of the Company's California Gas Tariff are applicable to Schedule Nos. GN-T, GS-70/GN-70/SLT-70, GS-VIC, and GS-LUZ and are hereby made a part hereof.

RULE NO. 21

TRANSPORTATION OF CUSTOMER-SECURED NATURAL GAS
(Continued)

M. CORE AGGREGATION TRANSPORTATION (CAT) PROGRAM (Continued)

6. Termination of Service (Customer) (Continued)

- d. After termination of CAT service, the customer must take service under the otherwise applicable sales rate for a minimum of 12 months, unless the customer executes a new Utility Authorization for Core Aggregation Transportation Service (Form 881.0) with a new Aggregator within 90 days of terminating CAT service.
- e. If the customer changes Aggregators and continues to take CAT service, the obligation for payment of the Balancing Account Adjustment specified in Schedule No. GN-T of this California Gas Tariff shall be based on the original date of commencement of CAT service by the customer.
- f. If the total annual load of a group of customers served by an Aggregator falls below the minimum 250,000 therms per year requirement to qualify for CAT service, the Aggregator shall have 30 days to secure additional customers and to submit to the Company a Utility Authorization for Core Aggregation Transportation Service (Form 881.0) from each additional customer sufficient to continue to qualify for CAT service.
- g. Consistent with Public Utilities Code Section 985(c), Aggregators and the Company may charge for a change in service provider in the event of early termination of service, provided any fee or penalty charged by the supplier associated with the early termination of service, shall be disclosed in the contract of the Aggregator or in the applicable tariff of the Company.
- h. Parties remain responsible for any charges associated with CAT service provided prior to cancellation of the Utility Authorization, even if charges are billed after cancellation of the Utility Authorization.
- i. Only the Company shall have the authority to physically disconnect or reconnect a customer from the Company's distribution system. Physical disconnection by the Company subject to the Commission's jurisdiction shall occur only in accordance with protocols established by the Commission. In accordance with Public Utilities Code Section 779.2(a), the Company may not disconnect gas service to the Aggregator's customer for the customer's nonpayment of any amount owed by the customer to the Aggregator.

**UTILITY AUTHORIZATION FOR CORE AGGREGATION
TRANSPORTATION SERVICE (FORM 881.0 03/2018)**



SOUTHWEST GAS CORPORATION

**UTILITY AUTHORIZATION FOR CORE
AGGREGATION TRANSPORTATION SERVICE**

By this Utility Authorization for Core Aggregation Transportation Service (Authorization), _____

(Customer, I or my), a customer of Southwest Gas Corporation (the Company), authorize _____, a Core Transportation Agent (Aggregator) to be the sole party authorized to act on my behalf for all matters doing business with the Company, including but not limited to signing contracts; the purchase, nomination and delivery of all gas supplies; treatment of gas imbalances; gas storage; and all related transactions, for all utility service to my facility(ies) named on the reverse side of this Authorization. This Authorization is effective as of the date set forth below and commences for each named account on the next regularly scheduled meter-reading date following the Company's receipt and acceptance of this Authorization from the Aggregator.

I understand and agree that the Company will provide its services to me as established in the terms and conditions of the Company's California Tariff Rules and Rate Schedules approved by the California Public Utilities Commission (CPUC), which my Aggregator has provided to me, as well as other rules and regulations and any modifications thereof which are from time to time authorized by the CPUC.

I authorize the Company to release to the Aggregator or its agent, by written or electronic transfer any and all current and historical information, including current and historical gas consumption information, billing information, and payment information, the Company has in its records on my account or facility(ies).

I understand and agree that I continue to be responsible for payment of my utility bills, including bills incurred by the Aggregator on my behalf. In addition to transmission charges, I understand that the Aggregator may incur such charges as imbalance charges, interstate interconnections charges and storage charges. I understand that any payments I make to the Aggregator do not in any way limit my liability to the Company. I also understand that I am responsible for any Transportation Franchise Fee that my city or county may require as a result of my receiving my gas commodity through the Aggregator. This Authorization will remain effective for a minimum period of 12 months from the date that my core aggregation transportation service begins and will continue month to month thereafter until I notify the Company in writing that this Authorization is terminated and that termination has been processed.

Check one:

- I want the Company to continue to bill me directly for its services.
- I want my Company charges sent to the Aggregator. However, I will receive an information-only statement of my Company charges, sent by the Company to my current billing address(es).

Please type or print clearly:

Executed this _____ day of _____, _____, by a duly authorized representative of the Customer.

Customer or Company Name _____

Address _____

(This is the address the Company will use to send program literature, tariffs and rules, and executed agreements. This will not change the current billing address of your accounts.)

By (signature): _____ Title: _____

Print or Type Name: _____ Contact Name (if different): _____

Telephone: _____ Fax: _____

Note: The Company must receive one completed and signed original of this Authorization, including the reverse side of this Authorization. The Company cannot accept facsimiles or photocopies. Thank you.

Form 881.0 (03/2018) 106 Front - Microsoft Word

IF ACTUAL COPY OF FORM IS REQUIRED, PLEASE NOTIFY COMPANY