PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE SAN FRANCISCO, CA 94102-3298



January 7, 2009

Advice Letter 3924

Herb Emmrich, Director Tariffs & Regulatory Accounts 8330 Century Park Court CP32C San Diego, CA 92123-1548

Subject: Revisions to Schedule Nos. GT-F, GW-LB, GW-VRN, GW-SWG and to Master Services Contract Schedule A, Intrastate Transmission Service

Dear Mr. Emmrich:

Advice Letter 3924 is effective December 20, 2008.

Sincerely,

Julie A. Fitch, Director Energy Division

Jen A. Jes





Ken Deremer
Director
Tariffs & Regulatory Accounts

8330 Century Park Court CP32C San Diego, CA 92123-1548 Tel: 858.654.1756 Fax: 858.654.1788

KDeremer@SempraUtilities.com

November 20, 2008

Advice No. 3924

Public Utilities Commission of the State of California

Subject: Revisions to Schedule Nos. GT-F, GW-LB, GW-VRN, GW-SWG

and to Master Services Contract Schedule A. Intrastate

Transmission Service

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its Schedule Nos. GT-F, Firm Intrastate Transmission Service, and three of the schedules for Wholesale Natural Gas Service, GW-LB, GW-VRN and GW-SWG and to Master Services Contract Schedule A, Intrastate Transmission Service (Form 6597-1) applicable throughout its service territory, as shown on Attachment B.

Purpose

The term of service for the GT-F, GW-LB, and GW-VRN tariffs is amended to allow new twoyear contracts for Firm Full Requirements service to automatically renew for additional twoyear terms, unless terminated by either party. This change will decrease administrative burden for both SoCalGas and its customers.

A second minor purpose is to clean up obsolete language from the Special Conditions of the affected schedules.

Background

The current two-year term for applicable Firm Full Requirements service requires that the customer and SoCalGas execute a new Schedule A contract every two years, or else service continues under Schedule No. GT-I, Interruptible Intrastate Transmission Service, until a new contract is executed. The vast majority of customers do choose to renew and maintain Firm Full Requirements service. The processing of these approximately 700 contracts requires significant administrative time and burden for both SoCalGas and its customers. This renewal process typically begins three months before the expiration date of the existing contract and requires certified letters and time consuming follow-up simply for the affected customer to maintain the current service conditions and rate. The revision herein proposed will allow customers to have an initial two-year term of Firm Full Requirements service, followed by additional two-year terms thereafter until one of the parties cancels before the

next renewal. Should either the customer or SoCalGas request a change in rate schedule or level of service at renewal time, a new or revised Schedule A contract can be developed upon 20 days written notice by either party.

Proposed Tariff Revisions: GT-F, GW-LB, GW-VRN and GW-SWG Rate Schedules

The revisions to the GT-F, GW-LB, and GW-VRN rate schedules will allow customers to contract for an initial two-year term of Firm Full Requirements service, followed by an automatic renewal of this service for additional two-year terms thereafter until terminated by either the customer or SoCalGas.

GT-F, Special Condition 4 is revised to be consistent with automatic renewal, and to remove an out-dated reference to a 2002 decision that was only effective for three months.

4. <u>Term:</u> The contract term for service under this schedule shall be a minimum of two years. In the event the Customer does not subsequently have a new executed agreement for an additional term or an automatic renewal pursuant to Special Condition 13, service will continue to be provided month to month under Schedule No. GT-I.

GT-F: Add Special Condition 13 under Full Requirements Service:

13. <u>Renewal</u>: For contracts with an effective date on or after August 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract at the end of such term. For contracts with an earlier effective date, in the event the Customer does not subsequently execute an agreement electing an additional term, service will continue to be provided month to month under Schedule No. GT-I.

An example of when SoCalGas would not allow automatic renewal to occur would be if transmission capacity for firm full requirements service is no longer available in an area. Such is the case when a previously unconstrained transmission capacity area transitions to a potentially constrained area. Non-core firm service in such areas will be available only through a separate open season process.

Additionally, the following language is added to clarify that the automatic renewal of Full Requirements Service does not apply to Partial Requirements Service, which will continue to default to month-to-month GT-I service in the event the service is not otherwise renewed, extended or terminated:

GT-F: Add Special Condition 17 under Partial Requirements Service:

17. <u>Renewal</u>: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, partial requirements service will be replaced with month-to-month service under Schedule No. GT-I.

Similar changes are made to the GW-LB and GW-VRN wholesale rate schedules, except that the effective date for initiating automatic renewal of full requirements service for GW-LB will be November 1, 2009 and for GW-VRN will be April 1, 2009 when those existing Schedule A contracts expire. Language to describe contract renewals occurring prior to these dates is not necessary since it does not apply to these two wholesale customers. Additionally, Special Condition 16 under Firm Intrastate Transmission in Schedule No. GT-F as well as similar language in Special Condition 6 in both Schedule Nos. GW-LB and GW-VRN, and Special Condition 9 in GW-SWG have been deleted and the succeeding Special Conditions renumbered. This language is obsolete and no longer applicable with the implementation of the Firm Access Rights as the Utility may offer firm intrastate transportation service to customers who deliver gas to the SoCalGas Citygate. Furthermore, all references to Storage Services in GW-SWG have been removed to reflect the Commission's approval of Advice No. (AL) 3838, Amendment III to the California Wholesale Gas Transportation and Storage Service Agreement between SoCalGas and Southwest Gas Corporation. AL 3838 was filed on February 29, 2008 and approved on April 7, 2008, authorizing SoCalGas to terminate the storage services provided under Section C – Storage Services, of the Agreement. The removed sections include: a) the Storage Services Reservation Charges section, b) Special Condition 2 reference to Storage Service Agreement, c) all of Special Conditions 5, 6 and 7 under and including the title "Storage Services". Moreover, Special Conditions 17 and 18 in Schedule No. GW-LB have also been deleted because SoCalGas' firm capacity contracts with El Paso and Transwestern have expired.

It is not appropriate to add automatic renewal of Firm Full Requirements to Schedule No. GW-SD, Wholesale Natural Gas Service for SDG&E, at this time since the entire service territory of SDG&E is considered capacity constrained; therefore, Firm Full Requirements service currently is not available. Except for the clean-up change mentioned above, Schedule No. GW-SWG is not being revised because Southwest Gas is in negotiations with SoCalGas for a custom long-term gas transportation contract, subject to Commission approval, and automatic renewal of Firm Full Requirements service is not a feature of this contract.

<u>Proposed Revisions to Master Services Contract Schedule A, Intrastate Transmission Service, Form 6597-1</u>

Revisions are proposed to the existing Schedule A to be consistent with the tariff revisions. This enables this general contract to work both for rate schedules that automatically renew, and for those that transition to a month-to-month schedule in the event the contract is not renewed or terminated.

Add a new subsection C to Section 1. to address Renewals/Amendments as follows:

C. Renewals/Amendments

(1) Upon the expiration of any Billing Schedule Sequence term in Section 2, such Sequence shall automatically continue at the Otherwise Applicable Rate for the renewal period shown, unless that Sequence or this Agreement is amended or terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial Sequence/Agreement term or any subsequent term thereafter. (2) The Otherwise Applicable Rates and renewal periods shown in Section 2 are subject to change pursuant to Utility's applicable Tariffs, potentially requiring Agreement to be amended.

Additionally, Section 1.B, Paragraph (3) and the last unnumbered paragraph under Section 1.B are deleted in their entirety.

At the Billing Schedule Sequence level in Section 2, the description of the Sequence term is revised as follows to identify the appropriate rate and term in effect after the end of the initial sequence term:

The term of this sequence is for $_$	(months or years), and shall
automatically continue thereafter c	on the Otherwise Applicable Rate Schedule
specified with automatic renewal p	periods of (months or years).

For ease of review, redline versions of Schedule Nos. GT-F, GW-LB, GW-SWG, GW-VRN, and Master Services Contract Schedule A, Intrastate Transmission Service (Form 6597-1) are included herein as Attachment C.

Initiating Auto-Renewal of Firm Full Requirements

Per the revised rate schedules (GT-F, GW-LB, GW-VRN), SoCalGas will use the new Schedule A for contracts effective on or after August 1, 2009, with the exception of GW-LB which will be November 1, 2009 and GW-VRN which will be April 1, 2009 when those existing contracts expire. Existing Schedule A contracts will be replaced at normal expiration time, so it could take nearly two additional years, or until July 1, 2011, before all contracts include language that allows for the automatic renewal of GT-F firm full requirements service.

Maintaining Contract Accuracy

The current process of verifying customer information and rate preference will be enhanced to ensure that, prior to contract renewal, customer information is accurate and customers are aware of available rate options. As is currently the process, new or amended contracts will be issued when most ownership changes occur, or when a substantive change is made at the end of a contract term, such as a change in rate schedule or firm capacity.

This filing does not conflict with any rate schedules or rules, or cause the withdrawal of service.

Protest

Anyone may protest this advice letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. There is no restriction on who may file a protest. 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 Copies of the protest should also be sent via e-mail to the attention of both Maria Salinas (mas@cpuc.ca.gov) and Honesto Gatchalian (inj@cpuc.ca.gov) of the Energy Division. A copy of the protest shall also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom Tariff Manager - GT14D6 555 West Fifth Street Los Angeles, CA 90013-1011 Facsimile No. (213) 244-4957

E-Mail: snewsom@semprautilities.com

Effective Date

SoCalGas believes that this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B. Therefore, SoCalGas respectfully requests that this advice letter become effective December 20, 2008, which is 30 calendar days after the date filed.

Notice

A copy of this advice letter is being sent to the parties listed on Attachment A.

KEN DEREMER
Director
Tariffs and Regulatory Accounts

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLE	TED BY UTILITY (At	tach additional pages as needed)			
Company name/CPUC Utility No. SOUTHERN CALIFORNIA GAS COMPANY (U 904-G)					
Utility type:	Contact Person:_	Sid Newsom			
☐ ELC ☐ GAS	Phone #: (213) <u>244-2846</u>				
☐ PLC ☐ HEAT ☐ WATER	E-mail: snewsom@semprautilities.com				
EXPLANATION OF UTILITY TY	PE	(Date Filed/ Received Stamp by CPUC)			
ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat V					
Advice Letter (AL) #: 3924					
Subject of AL: Revisions to Sch	nedule GT-F, GW-L	B, GW-VRN, GW-SWG and MSC Schedule A			
Re Automatic Two-Year Term					
Keywords (choose from CPUC listing)	: Contracts, Forn	ns			
AL filing type: Monthly Quarter	rly 🗌 Annual 🛛 C	ne-Time 🗌 Other			
AL filed in compliance with a Commi					
Dece AI menters a military and an		atifo the maion AT No			
•		ntify the prior AL No			
Summarize differences between the A	AL and the prior wi	ithdrawn or rejected AL¹:N/A			
Does AL request confidential treatme	ent? If so, provide ϵ	explanation: No			
Resolution Required? \square Yes \boxtimes No		Tier Designation: 1 2 3			
Requested effective date: 12/20/08		No. of tariff sheets: 23			
Estimated system annual revenue eff	fect: (%):				
Estimated system average rate effect	(%):				
		L showing average rate effects on customer			
classes (residential, small commercia					
Tariff schedules affected: <u>Schedule GT-F, GW-LB, GW-VRN, GW-SWG, Sample Forms and TOCs</u>					
Service affected and changes proposed ¹ :N/A					
Pending advice letters that revise the same tariff sheets: N/A					
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	·	Southern California Gas Company			
Attention: Tariff Unit		Attention: Sid Newsom			
505 Van Ness Ave.		555 West Fifth Street, GT14D6			
San Francisco, CA 94102 mas@cpuc.ca.gov and jnj@cpuc.ca.gov		os Angeles, CA 90013-1011 newsom@semprautilities.com			
mase chacicaigos ana julechacicaigos		ne usom e sempi autimites. Com			

 $^{^{\}scriptscriptstyle 1}$ Discuss in AL if more space is needed.

ATTACHMENT A

Advice No. 3924

(See Attached Service List)

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Barkovich & Yap Catherine E. Yap ceyap@earthlink.net

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ATTACHMENT B Advice No. 3924

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.		
Revised 44095-G	Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 3	Revised 36705-G*		
Revised 44096-G	Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 4	Revised 40458-G		
Revised 44097-G	Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 5	Revised 32664-G Revised 32665-G		
Revised 44098-G	Schedule No. GT-F, FIRM INTRASTATE	Revised 34838-G		
Revised 44099-G	TRANSMISSION SERVICE, Sheet 6 Schedule No. GT-F, FIRM INTRASTATE	Revised 32665-G Revised 42249-G*		
Revised 44100-G	TRANSMISSION SERVICE, Sheet 7 Schedule No. GT-F, FIRM INTRASTATE	Revised 34838-G Revised 42249-G*		
Revised 44101-G	TRANSMISSION SERVICE, Sheet 8 Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 0	Revised 42250-G		
Revised 44102-G	TRANSMISSION SERVICE, Sheet 9 Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 10	Revised 42251-G		
Revised 44103-G	Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 11	Revised 42252-G		
Revised 44104-G	Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 12	Revised 42253-G		
Revised 44105-G	Schedule No. GT-F, FIRM INTRASTATE TRANSMISSION SERVICE, Sheet 13	Revised 42254-G		
Revised 44106-G	Schedule No. GW-LB, WHOLESALE NATURAL GAS SERVICE, Sheet 2	Revised 38061-G Revised 38062-G		
Revised 44107-G	Schedule No. GW-LB, WHOLESALE NATURAL GAS SERVICE, Sheet 3	Revised 38062-G Revised 38063-G		
Revised 44108-G	Schedule No. GW-LB, WHOLESALE NATURAL GAS SERVICE, Sheet 4	Revised 38063-G Revised 38064-G		
Revised 44109-G	Schedule No. GW-SWG, WHOLESALE NATURAL GAS SERVICE, Sheet 1	Revised 43833-G Revised 37953-G		
Revised 44110-G	Schedule No. GW-SWG, WHOLESALE NATURAL GAS SERVICE, Sheet 2	Revised 37953-G Revised 37954-G, 37955- G		
Revised 44111-G	Schedule No. GW-VRN, WHOLESALE NATURAL GAS SERVICE, Sheet 2	Revised 37957-G Revised 37958-G		
Revised 44112-G	Schedule No. GW-VRN, WHOLESALE NATURAL GAS SERVICE, Sheet 3	Revised 37958-G Revised 37959-G		
Revised 44113-G	Schedule No. GW-VRN, WHOLESALE NATURAL GAS SERVICE, Sheet 4	Revised 37959-G Revised 37960-G		
Revised 44114-G	MASTER SERVICES CONTRACT - SCHEDULE A, INTRASTATE TRANSMISSION SERVICE, (Form 6597-1, Revised 11/2008)	Revised 35931-G*		

ATTACHMENT B Advice No. 3924

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 44115-G	TABLE OF CONTENTS	Revised 44066-G
Revised 44116-G	TABLE OF CONTENTS	Revised 42332-G
Revised 44117-G	TABLE OF CONTENTS	Revised 44086-G

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44106-G 38061-G 38062-G

Schedule No. GW-LB WHOLESALE NATURAL GAS SERVICE

Sheet 2

(Continued)

SPECIAL CONDITIONS (Continued)

GENERAL (Continued)

- 3. In the event of curtailment, Customer will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23. If service to Customer's Priority 1 and 2A customers is in jeopardy, such customers shall be served in parity with Utility's Priority 1 and 2A customers as set forth in Rule No. 23.
- 4. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.

FIRM INTRASTATE TRANSMISSION

- 5. <u>Term</u>: The contract term for firm intrastate transmission service shall be a minimum of two years and may be subject to automatic renewals per Special Condition 10. In the event the Customer does not have an automatic extension or a new executed contract for an additional term, service will continue to be provided on an interruptible basis month to month under this schedule.
- 6. Pursuant to the provisions and guidelines of Decision No. 92-11-052, the Utility may negotiate a discounted contract with Customer for a service term of five years or more. Such a contract must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure as adopted in Decision No. 92-11-052.

FULL REQUIREMENTS SERVICE

- 7. For its firm intrastate transmission service, Customer may elect full requirements service only for that portion of such usage serving (1) its own core customers' requirements, on an aggregate basis, and/or (2) the requirements, on an individual basis, of those noncore customers designated by Customer as requesting such service; as set forth in the Customer's Contract. Customer must provide Utility sufficient information to establish the usage requirements of its designated full requirements load.
- 8. Customer's full requirements service loads are prohibited from being displaced through use of alternate fuels or bypass pipeline service except (1) in the event of curtailment, (2) to test alternate fuel capability, (3) or where the Utility has provided prior written authorization for the use of alternate fuels or bypass for temporary periods. The Utility shall have the right to review the Customer's records in order to determine compliance hereunder.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3924
DECISION NO.
2H22

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Nov 20, 2008
EFFECTIVE Dec 20, 2008
RESOLUTION NO.

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44107-G 38062-G 38063-G

Schedule No. GW-LB WHOLESALE NATURAL GAS SERVICE

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

FULL REQUIREMENTS SERVICE (Continued)

- 9. In the event of any unauthorized alternate fuel use or bypass which displaces Customer's full requirement load, Customer must provide the Utility written notice thereof quantifying the extent to which alternate fuel or bypass use occurred. Such notice must be provided prior to the end of the month in which the usage took place. Any unauthorized alternate fuel or bypass use will be subject to a use-or-pay charge equal to 80% of the applicable transmission charge. No other use-or-pay charges are applicable to full requirements service.
- 10. <u>Renewal</u>: For contracts with an effective date on or after November 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract by the end of such term.

PARTIAL REQUIREMENTS SERVICE

- 11. For its firm intrastate transmission service (excluding Customer's full requirements load, if applicable), Customer must contract for a separate annual quantity of gas applicable for each contract year during the term of the Contract. The annual contract quantity may not be changed during the term of the Contract and must be broken down by month into fixed service quantities for each contract year during the Contract term. Customer may request changes to the monthly contract quantities on a month-to-month basis, however, the total of the monthly contract quantities for a contract year must equal the annual contract quantity. The monthly quantity breakdown may be established on the basis of seasonal variations in accordance with Customer's historic usage pattern. The Utility reserves the right to accept or reject any requested contract quantities after considering Customer's historic requirements and other evidence provided by Customer regarding operational changes affecting its consumption.
- 12. If at the end of a contract year, Customer's partial requirements firm intrastate transmission usage is less than 75% of the firm intrastate transmission contract quantity, Customer will pay <u>use-or-pay</u> charges equal to 80% of the transmission charge for the last billing month of the contract year times the difference between the Customer's actual usage and the 75% threshold.
- 13. <u>Use-or-pay</u> charges applicable to partial requirements firm intrastate transmission service shall only be forgiven to the extent Customer's reduced consumption is specifically due to intrastate curtailment or a Force Majeure event on either the interstate or intrastate systems.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3924 DECISION NO.

3H19

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO. 44108-G 38063-G

38064-G

Schedule No. GW-LB WHOLESALE NATURAL GAS SERVICE

Sheet 4

(Continued)

SPECIAL CONDITIONS (Continued)

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PARTIAL REQUIREMENTS SERVICE (Continued)

LOS ANGELES, CALIFORNIA CANCELING

14. Renewal: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, service will continue to be provided month to month on an interruptible basis under this schedule.

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INTERRUPTIBLE INTRASTATE TRANSMISSION

15. Customer may elect interruptible intrastate transmission service for all or part of its requirements. The minimum contract term for such service shall be one month.

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16. By mutual agreement, the Utility and Customer may negotiate interruptible intrastate transmission charges for a term of service of less than five years without CPUC approval. Any such negotiated transmission charges shall be set forth in the Customer's Contract. Any such contract must be submitted by letter to the CPUC and made available for public inspection. No other charges for service under this schedule shall be negotiable unless CPUC approval is first obtained.

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17. All contracts for a term of service of five years or longer ("long-term") meeting the guidelines set forth in Decision No. 92-11-052 must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure adopted in Decision No. 92-11-052. All other long-term contracts must be filed by advice letter for prior CPUC approval.

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PEAKING SERVICE

18. Customers who receive gas transportation service from an alternate service provider may be subject to the provisions of the Peaking Service Tariff, GT-PS.

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44109-G 43833-G

43833-G 37953-G

Schedule No. GW-SWG WHOLESALE NATURAL GAS SERVICE

Sheet 1

APPLICABILITY

Applicable for firm intrastate transmission and interruptible intrastate transmission service, and long-term storage service for Southwest Gas Corporation ("Customer") to Customer's service territory in southern California.

TERRITORY

Delivery points shall be as specified in the California Wholesale Gas Transportation and Storage Service Agreement ("Contract").

RATES

Transmission Charges

Interstate Transition Cost Surcharge (ITCS)

ITCS-SWG, per therm (0.005ϕ)

The ITCS, as defined in Rule No. 1, recovers certain interstate capacity costs and applies to all service under this schedule except for that service identified in Rule No. 1 as being exempt.

Billing Adjustments

Billing adjustments may be necessary to reflect changes in quantities used in developing prior periods' transportation charges.

Rates may be adjusted to reflect any applicable taxes, franchise or other fees, regulatory surcharges, and interstate or intrastate pipeline charges that may occur.

The number of therms to be billed shall be determined in accordance with Rule No. 2.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3924 DECISION NO.

1H12

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & \underline{Nov~20,2008} \\ \text{EFFECTIVE} & \underline{Dec~20,2008} \\ \text{RESOLUTION NO.} \end{array}$

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Revised Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44110-G 37953-G

37954-G, 37955-G

Schedule No. GW-SWG WHOLESALE NATURAL GAS SERVICE

Sheet 2

(Continued)

SPECIAL CONDITIONS

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GENERAL

- 1. Definitions of the principal terms used in this schedule are contained in Rule No. 1.
- 2. As a condition precedent to service under this schedule, an executed California Wholesale Gas Transportation Agreement is required. The minimum term of such Contract shall be fifteen (15) years. All contracts, rates and conditions of service are subject to revision and modification as a result of Commission order.
- 3. In the event of curtailment, Customer will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23. If service to Customer's Priority 1 and 2A customers is in jeopardy, such customers shall be served in parity with Utility's Priority 1 and 2A customers as set forth in Rule No. 23.
- 4. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.

FIRM INTRASTATE TRANSMISSION

5. The minimum service period for firm intrastate transmission service under the Customer's Contract shall be two years.

PEAKING SERVICE

6. Customer may be subject to the provisions of the Peaking Service Tariff, GT-PS, if it receives gas transportation service from an alternate service provider.

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(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3924 DECISION NO.

2H14

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & \underline{Nov~20, 2008} \\ \text{EFFECTIVE} & \underline{Dec~20, 2008} \\ \text{RESOLUTION NO.} \end{array}$

Revised Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44111-G 37957-G 37958-G

Schedule No. GW-VRN WHOLESALE NATURAL GAS SERVICE

Sheet 2

(Continued)

SPECIAL CONDITIONS (Continued)

GENERAL (Continued)

- 2. As a condition precedent to service under this schedule, an executed Master Services Contract, Schedule A, Intrastate Transmission Service (Form Nos. 6597 and 6597-1) is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
- 3. In the event of curtailment, Customer will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23.
- 4. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.

FIRM INTRASTATE TRANSMISSION

- 5. <u>Term</u>: The contract term for firm intrastate transmission service shall be a minimum of two years and may be subject to automatic renewals per Special Condition 10. In the event the Customer does not have an automatic renewal or a new executed contract for an additional term, service will continue to be provided on an interruptible basis month to month under this schedule.
- 6. Pursuant to the provisions and guidelines of Decision No. 92-11-052, the Utility may negotiate a discounted contract with Customer for a service term of five years or more. Such a contract must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure as adopted in Decision No. 92-11-052.

FULL REQUIREMENTS SERVICE

- 7. For its firm intrastate transmission service, Customer may elect full requirements service only for that portion of such usage serving (1) its own core customers' requirements, on an aggregate basis, and/or (2) the requirements, on an individual basis, of those noncore customers designated by Customer as requesting such service; as set forth in the Customer's Contract. Customer must provide Utility sufficient information to establish the usage requirements of its designated full requirements load.
- 8. Customer's full requirements service loads are prohibited from being displaced through use of alternate fuels or bypass pipeline service except (1) in the event of curtailment, (2) to test alternate fuel capability, (3) or where the Utility has provided prior written authorization for the use of alternate fuels or bypass for temporary periods. The Utility shall have the right to review the Customer's records in order to determine compliance hereunder.

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Revised Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44112-G 37958-G

37959-G

Schedule No. GW-VRN WHOLESALE NATURAL GAS SERVICE

Sheet 3

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(Continued)

SPECIAL CONDITIONS (Continued)

FULL REQUIREMENTS SERVICE (Continued)

- 9. In the event of any unauthorized alternate fuel use or bypass which displaces Customer's full requirement load, Customer must provide the Utility written notice thereof quantifying the extent to which alternate fuel or bypass use occurred. Such notice must be provided prior to the end of the month in which the usage took place. Any unauthorized alternate fuel or bypass use will be subject to a use-or-pay charge equal to 80% of the applicable transmission charge. No other use-or-pay charges are applicable to full requirements service.
- 10. <u>Renewal</u>: For contracts with an effective date on or after April 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract by the end of such term.

PARTIAL REQUIREMENTS SERVICE

- 11. For its firm intrastate transmission service (excluding Customer's full requirements load, if applicable), Customer must contract for a separate annual quantity of gas applicable for each contract year during the term of the Contract. The annual contract quantity may not be changed during the term of the Contract and must be broken down by month into fixed service quantities for each contract year during the Contract term. Customer may request changes to the monthly contract quantities on a month-to-month basis, however, the total of the monthly contract quantities for a contract year must equal the annual contract quantity. The monthly quantity breakdown may be established on the basis of seasonal variations in accordance with Customer's historic usage pattern. The Utility reserves the right to accept or reject any requested contract quantities after considering Customer's historic requirements and other evidence provided by Customer regarding operational changes affecting its consumption.
- 12. If at the end of a contract year, Customer's partial requirements firm intrastate transmission usage is less than 75% of the firm intrastate transmission contract quantity, Customer will pay <u>use-or-pay</u> charges equal to 80% of the transmission charge for the last billing month of the contract year times the difference between the Customer's actual usage and the 75% threshold.
- 13. <u>Use-or-pay</u> charges applicable to partial requirements firm intrastate transmission service shall only be forgiven to the extent Customer's reduced consumption is specifically due to intrastate curtailment or a Force Majeure event on either the interstate or intrastate systems.

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3924 \\ \text{DECISION NO.} \end{array}$

3H20

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & Nov \ 20, \ 2008 \\ \text{EFFECTIVE} & Dec \ 20, \ 2008 \\ \text{RESOLUTION NO.} \end{array}$

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44113-G 37959-G 37960-G

Schedule No. GW-VRN

Sheet 4

(Continued)

WHOLESALE NATURAL GAS SERVICE

SPECIAL CONDITIONS (continued)

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PARTIAL REQUIREMENTS SERVICE (Continued)

LOS ANGELES, CALIFORNIA CANCELING

14. <u>Renewal</u>: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, service will continue to be provided month to month on an interruptible basis under this schedule.

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INTERRUPTIBLE INTRASTATE TRANSMISSION

15. Customer may elect interruptible intrastate transmission service for all or part of its requirements. The minimum contract term for such service shall be one month.

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16. By mutual agreement, the Utility and Customer may negotiate interruptible intrastate transmission charges for a term of service of less than five years without CPUC approval. Any such negotiated transmission charges shall be set forth in the Customer's Contract. Any such contract must be submitted by letter to the CPUC and made available for public inspection. No other charges for service under this schedule shall be negotiable unless CPUC approval is first obtained.

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17. All contracts for a term of service of five years or longer ("long-term") meeting the guidelines set forth in Decision No. 92-11-052 must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure adopted in Decision No. 92-11-052. All other long-term contracts must be filed by advice letter for prior CPUC approval.

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PEAKING SERVICE

18. Customers who receive gas transportation service from an alternate service provider may be subject to the provisions of the Peaking Service Tariff, GT-PS.

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(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3924 DECISION NO.

4H21

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Nov 20, 2008
EFFECTIVE Dec 20, 2008
RESOLUTION NO.

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 3

(Continued)

RATES (Continued)

Rates may be adjusted to reflect any applicable taxes, franchise or other fees, regulatory surcharges, and interstate or intrastate pipeline charges that may occur.

The number of therms to be billed shall be determined in accordance with Rule No. 2.

SPECIAL CONDITIONS

GENERAL

- 1. Definitions of the principal terms used in this schedule are contained in Rule No. 1.
- 2. Customers may receive service under this schedule (a) separately, or (b) in combination with another rate schedule(s). Where service is rendered under (b), a separate monthly customer charge will be applicable for service under each schedule with a customer charge unless otherwise stated.
- 3. As a condition precedent to service under this schedule, an executed Master Services Contract, Schedule A, Intrastate Transmission Service (Form Nos. 6597 and 6597-1) is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
- 4. Term: The contract term for service under this schedule shall be a minimum of two years. In the event the Customer does not subsequently have a new executed agreement for an additional term or an automatic renewal pursuant to Special Condition 13, service will continue to be provided month to month under Schedule No. GT-I.
- 5. In the event of curtailment, customers served hereunder will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23.
- 6. In the event customers make a material change, either in the amount or character of their gas appliances or equipment, written notice thereof must be made to the Utility in accordance with Rule No. 29, Change of Consumer's Apparatus or Equipment. Customers who do not meet historical usage criteria for noncore rate classification under this schedule may conditionally qualify for noncore rate status by submitting a written request to the Utility and providing therein certified evidence documenting the customer's load increases which will meet the minimum consumption requirement on a permanent basis. The customer's written request must further acknowledge that if usage following conditional reclassification is less than the required minimum, the customer shall be rebilled in accordance with the rate schedule otherwise applicable to its usage. The Utility reserves the right to accept or reject any such request.

(Continued)

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3H21

(TO BE INSERTED BY CAL. PUC) Nov 20, 2008 DATE FILED Dec 20, 2008 **EFFECTIVE** RESOLUTION NO.

44096-G 40458-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 4

(Continued)

SPECIAL CONDITIONS (Continued)

SERVICE ELECTIONS

- 7. Electric generation, refinery and enhanced oil recovery customers may elect service under this schedule regardless of size. Commercial and non-refinery industrial customers currently meeting the size requirements set forth for Priority 2A customers under Rule No. 23 may elect service under this schedule. Commercial and non-refinery industrial customers who either (1) elect core service or (2) close their facilities for a period of a year or more (excluding changes in name or ownership) will no longer be eligible for service under this schedule unless they meet the size requirements set forth for Priority 2A customers under Rule No. 23.
- 8. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.
- 9. Customers having existing gas exchange agreements with the Utility must exchange the maximum amount of gas allowable under those agreements prior to the delivery of customer-owned gas for transportation under other service agreements, unless otherwise agreed to by the Utility.

FULL REQUIREMENTS SERVICE

- 10. Customers may elect full requirements service under this schedule. Full requirements customers are not required to contract for a stated annual quantity.
- 11. Full requirements customers are prohibited from using alternate fuels or bypass pipeline service (1) except in the event of curtailment, (2) to test alternate fuel capability, or (3) where the Utility has provided prior written authorization for the use of alternate fuels or bypass for temporary periods.
- 12. In the event of any unauthorized alternate fuel use or bypass, customers must provide the Utility written notice thereof quantifying the extent to which alternate fuel or bypass use occurred. Such notice must be provided prior to the end of the month in which the usage took place. Any unauthorized alternate fuel or bypass use will be subject to a use-or-pay charge equal to 80% of the applicable transmission charge. No other use-or-pay charges are applicable to full requirements service.
- 13. Renewal: For contracts with an effective date on or after August 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract at the end of such term. For contracts with an earlier effective date, in the event the Customer does not subsequently execute an agreement electing an additional term, service will continue to be provided month to month under Schedule No. GT-I.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3924
DECISION NO.

4H18

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44097-G 32664-G

32665-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 5

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(Continued)

SPECIAL CONDITIONS (Continued)

PARTIAL REQUIREMENTS SERVICE

- 14. A customer not electing full requirements service must contract for an annual quantity of gas applicable each contract year during the term of the customer's contract. The annual contract quantity may not be changed during the term of the customer's contract. The annual contract quantity must be broken down by month into fixed service quantities for each contract year during the term of the contract. The customer may request changes to the monthly quantities on a month-to-month basis, however, the total of the monthly contract quantities for the contract year must equal the annual contract quantity. The monthly contract quantity breakdown may be established on the basis of seasonal variations in the customer's usage in accordance with the customer's historic usage pattern. The Utility reserves the right to accept or reject such requested quantities after considering the customer's historic usage pattern and other evidence provided by the customer regarding operational changes affecting the customer's consumption.
- 15. If at the end of a contract year, the partial requirements customer's annual usage is less than 75% of the customer's annual contract quantity, the customer will pay a use-or-pay charge equal to 80% of the transmission charge for the last billing month of the contract year times the difference between the customer's actual usage and the 75% threshold.
- 16. Use-or-pay charges applicable to partial requirements service shall only be forgiven to the extent the customer's reduced consumption is specifically due to intrastate curtailment or an event of force majeure, as defined in Rule No. 1, on either the interstate or intrastate systems.
- 17. <u>Renewal</u>: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, partial requirements service will be replaced with month-to-month service under Schedule No. GT-I.

ELECTRONIC METER-READING

18. Customers electing noncore service status must have electronic meter-reading equipment installed at Customer's expense as a condition of noncore service.

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(Continued)

(to be inserted by utility) advice letter no. \$3924\$ decision no.

5H21

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

Revised

CAL. P.U.C. SHEET NO.

44098-G 34838-G

LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET NO. 34838-G 32665-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 6

(Continued)

SPECIAL CONDITIONS (Continued)

USE-OR-PAY AGGREGATION

19. Individual customers served under this schedule may aggregate their firm intrastate transmission service at their facilities for the purpose of use-or-pay penalty determination. In the event a customer aggregates firm intrastate transmission service provided at different transmission rates, any applicable use-or-pay penalty shall be assessed at a weighted average transmission charge based on the proportion of the customer's annual contract quantities for such rates. For use-or-pay aggregation, firm intrastate transmission service may only be aggregated under contracts with concurrent contract year periods. As a condition of service aggregation, customers shall be required to designate in their contracts the applicable facilities and services to be aggregated.

ELECTRIC GENERATION

- 20. Subject to Special Condition 23, the amount of gas to be billed at the electric generation rate for customers having both electric generation and non-electric generation end use on a single meter will be the lesser of:
 - a. Total metered throughput; or
 - b. An amount of gas equal to the customer's recorded power production in kilowatt-hours (KWH) times the average heat rate for their electric generation facilities. The difference between total meter throughput and the volume limitation specified herein will be charged the rate applicable to the other end use served off the meter.
- 21. When required, as a condition of service under the electric generation rate, electric generation customers will provide the utility with the average heat rate for electric generation equipment as supported by documentation from the manufacturer. If not available, operating data shall be used to determine customer's average heat rate.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3924
DECISION NO.
6418

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

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RESOLUTION NO.

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44099-G 42249-G* 34838-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 7

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(Continued)

SPECIAL CONDITIONS (Continued)

ELECTRIC GENERATION (Continued)

- 22. Electric generation customers receiving electric generation service will make available upon request any measurement devices required to directly or indirectly determine the kilowatt-hours generated or the average heat rate for the electric generation equipment. The Utility shall have the right to read, inspect and/or test all such measurement devices during normal business hours. Additional gas and/or steam metering facilities required to separately determine gas usage to which the electric generation rate is applicable may be installed, owned and operated by the Utility in accordance with Rule No. 21; however, the Utility may, at its sole discretion, utilize estimated data to determine such gas usage.
- 23. All electric generation customers receiving service at the electric generation transmission rate shall be separately metered unless it can be demonstrated that a separate meter is not economically feasible.
- 24. A Cogeneration Contract Addendum (Form No. 5058) will be required as a condition of electric generation service for cogeneration customers under this schedule in those cases where dedicated main facilities are necessary to serve the customer.
- 25. Cogeneration facilities with standby boilers will be treated as one customer for purposes of assessing customer charges, providing the customer has signed an affidavit (Form No. 6419) to the effect that its boiler system only operates when the cogeneration system is not operating.

COMMERCIAL/INDUSTRIAL

26. Commercial and industrial customers served under this schedule shall be assigned a rate classification based on the type of facilities from which the customer receives service. Customers served from the Utility's distribution-related facilities shall be classified as distribution (GT-F3D). Customers served from the Utility's transmission-related facilities, as established by the Utility's capital accounting records, shall be classified as transmission (GT-F3T). Customers served from transmission facilities or a combination of transmission and distribution facilities may, at their option, elect transmission or distribution rate status.

(Continued)

(to be inserted by utility) advice letter no. \$3924\$ decision no.

7H20

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

Revised Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44100-G 42249-G*

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 8

(Continued)

SPECIAL CONDITIONS (Continued)

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COMMERCIAL/INDUSTRIAL (Continued)

- 27. When the Utility uses its discretion, as defined in Rule 20 H.4, to accommodate a current commercial and industrial customer's request to switch from distribution to transmission level service, the Utility shall file an advice letter to notify the Commission before accommodating such a request. The advice letter filing should include an estimate amount of stranded costs associated with the customers' request.
- 28. For commercial and industrial customers served under this schedule through multiple meters on a single premises, as defined in Rule No. 1, the Utility shall combine all such meters, excluding meters serving electric generation equipment, for billing purposes in accordance with the provisions of Rule No. 14.B.

LONG-TERM DISCOUNTED CONTRACTS

- 29. Pursuant to the provisions of Decision No. 92-11-052, the Utility may negotiate discounted contracts for a service term of five years or longer with customers served under this schedule. Such contracts must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure as adopted in Decision No. 92-11-052.
- 30. Customers under CPUC approved long-term bundled discounted contracts as of the date of D.06-12-031 shall have their contracted rate reduced by the average rate reduction to the GT-F rate associated with the unbundled Receipt Point Access revenues. Long-term discounted contracts after the date of D.06-12-031 shall be deemed to be unbundled and shall not receive a reduction to the rate negotiated to account for receipt point access service.

PEAKING SERVICE

31. Customers who receive gas transportation service from an alternate service provider may be subject to the provisions of the Peaking Service Tariff, GT-PS.

(Continued)

(TO BE INSERTED BY UTILITY) 3924 ADVICE LETTER NO. DECISION NO. 8H27

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Nov 20, 2008 DATE FILED Dec 20, 2008 **EFFECTIVE** RESOLUTION NO.

CAL. P.U.C. SHEET NO.

44101-G 42250-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 9

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS

- 32. Open Season: Utility will conduct an open season to solicit contractually binding bids from noncore eligible customers for firm service in potentially capacity-constrained areas, as defined in Rule No. 1.
- 33. Partial Requirements Service: All firm noncore deliveries will be under partial requirements service. Full requirements service is not available.
- 34. Customer Size: For the purposes of bidding for firm capacity in potentially capacity-constrained areas, large noncore customers are defined as (1) commercial/industrial and enhanced oil recovery (EOR) customers with historical peak day usage of 20 million cubic feet per day (MMcfd) or more and (2) electric generation customers using three (3) million therms or more per year. Small noncore customers are defined as (1) commercial /industrial and EOR customers with historical peak day usage of less than 20 MMcfd and (2) electric generation customers using fewer than (3) million therms per year.
- 35. Scheduled Quantity Addendum: The Master Services Contract Schedule A Intrastate Transmission Service Scheduled Quantity Addendum (Form No. 6900) (Addendum) shall be used to specify monthly or hourly scheduled quantities in conjunction with the standard Master Services Contract Schedule A, Intrastate Transmission Service (Form No. 6597-1).
- 36. Term: For large noncore customers, the term for firm service shall be the earlier of (a) two (2) years beyond the in-service date of facilities associated with the expansion of local transmission service, or the commencement of service on interstate and/or foreign pipelines or other arrangements that alleviate the need for expanding local transmission facilities, limited to the contractual commitments approved in D.07-05-022; or (b) five (5) years. For small noncore customers, the term is two years. In the event all requests for firm noncore capacity can be awarded without proration and the Utility does not plan to expand the local transmission system within the five-year contract period, the Utility will inform the Commission. Upon Commission agreement that there is no need to construct additional facilities within the five-year contract period, the Utility shall amend the five-year contracts to expire after two-years, consistent with the term for small customers.
- 37. Hourly Scheduled Quantity (HSQ): HSQ is the quantity awarded in an open season and to be delivered each hour as firm noncore service as specified in the Addendum under this rate schedule.
- 38. Monthly Scheduled Quantity (MSQ): MSQ is the quantity awarded in an open season and to be delivered each month as firm noncore service as specified in the Addendum under this rate schedule. For customers bidding hourly, the MSQ under this rate schedule is equivalent to the summation of HSQs for the month.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. DECISION NO. 9H16

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Nov 20, 2008 DATE FILED Dec 20, 2008 **EFFECTIVE** RESOLUTION NO.

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Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE Sheet 10

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

- 39. <u>Use-or-Pay</u>: If during any billing period, the customer's firm noncore usage is less than 75% of customer's firm noncore MSQ, the customer will be assessed use-or-pay charges equal to 80% of the transmission charges multiplied by the difference between 75% of the customer's firm noncore MSQ and the customer's firm noncore usage for that month.
- 40. <u>Use-or-Pay Aggregation</u>: Individual customers may aggregate their firm intrastate transmission service only at their facilities located within the same constrained area for purposes of use-or-pay charge determination. If the customer aggregates facilities with different rates, use-or-pay charges shall be based on the highest transmission charge. Customers wishing to aggregate their firm intrastate transmission service shall execute the Master Services Contract, Schedule B, Marketer/Core Aggregator Use or Pay Aggregator Agreement (Form 6597-2).
- 41. <u>Early Termination</u>: In the event of early termination of the contract, the customer will pay the Utility an amount equal to the outstanding use-or-pay charges for the contracted period.
- 42. <u>Authorized Curtailment Quantity</u>: The maximum hourly quantity (in therms) the customer is entitled to use during an interruptible service curtailment is equal to any core MSQs for the month *divided by* operating days specified for that sequence in the contract *divided by* 24 hours. In addition, the customer is authorized to use either: (a) the firm noncore MSQs for the month *divided by* operating days specified for that sequence in the contract *divided by* 24 hours for customers who bid monthly MSQs; or (b) the stated HSQ for the specific hour, day, month and year awarded for customers who bid hourly HSQ. In the event interruptible service is only partially curtailed, the customer shall also be entitled to use the non-curtailed portion of their interruptible MSQ, *divided by* operating days, as specified for that sequence, *divided by* 24 hours.
- 43. Availability of Daily and Hourly Data: In the event that daily usage data is not available, the recorded monthly volumes delivered to the customer shall be assumed to be delivered at a constant rate over the number of calendar days during the month. In the event that hourly usage data is not available, the recorded daily volumes delivered to the customer shall be assumed to be delivered at a constant rate over a 24-hour period.
- 44. <u>Curtailment Violation Charges</u>: Charges will apply hourly for any quantities consumed that exceed those authorized by hour at the following charges:
 - \$1 per therm for hours 1 through 5 of the curtailment event;
 - \$3 per therm for hours 6 through 8 of the curtailment event; and
 - \$10 per therm for each hour after hour 8 through end of the curtailment event.

(Continued)

(to be inserted by utility) advice letter no. \$3924\$ decision no.

10H15

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44103-G 42252-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 11

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

- 45. Awarding of Firm Noncore Capacity: For any period where the firm bids exceed firm capacity, all bids that exceed a customer's historic usage will be reduced to historic usage. The historic usage will be equal to the customer's peak day usage for that month within the most recent 12 months. Peak day usage will be divided by 24 to determine historic hourly usage. If firm capacity remains oversubscribed after customers' bids have been reduced to historic usage, the Utility shall first award available firm capacity pro-rata based on historic usage. If firm capacity is not over-subscribed after customers' bids have been awarded based on historic usage, quantities bid in excess of each customer's historic usage and quantities submitted by new customers will be awarded on a pro-rata basis. The Utility will use small customers' Year 2 bids as a factor in determining the firm service capacity awards for Years 3, 4, and 5 for large customers within the same constrained area. After, and to the extent, the Utility places into service facilities that can provide higher levels of firm service, all customers' awards will be increased by a pro-rated amount, up to their bid amounts, for the duration of their contracts. During the term of its contract, a large customer may not change its bids for firm service for any of the time periods in the Addendum.
- 46. <u>Hourly Allocation of Bids when Oversubscribed</u>: In the event that only certain hours are oversubscribed, then monthly bids will be converted to an hourly basis by dividing by the number of operating days in the month and then by 24 hours; the "converted hourly bid" will be pro-rated along with hourly bids for the oversubscribed hour(s); and then converted back into a monthly award by multiplying the pro-rated hour amount by 24 hours and then multiplying by the number of operating days in the month.
- 47. <u>Firm Quantities Bid but Not Awarded</u>: Such quantities shall be added to the customer's interruptible sequence.
- 48. <u>Right of Refusal</u>: The Utility reserves the right to reject any bid. Once a bid is rejected, the Utility shall notify the customer as to the reason for such rejection. The customer may re-submit a bid, provided that firm quantities have not yet been awarded to participants in the open season.
- 49. <u>Non-Bidding Customers</u>: Noncore customers eligible to participate in the open season that do not submit a bid shall be placed on an interruptible noncore rate schedule. Any potential noncore eligible customer, offered an opportunity to bid for firm noncore service, who declines to bid, or was not awarded sufficient firm capacity, may not elect core service during the period covered by the open season. Noncore-eligible customers taking core service as of the open season start date that do not submit a bid for service may remain core.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3924 DECISION NO.

11H15

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

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Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 12

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

- 50. Intrastate Capacity Trading: A customer taking firm noncore service within a capacity-constrained service area (Capacity Holder) may request to transfer all or a portion of its awarded firm noncore intrastate capacity and the associated obligations, including monthly use-or-pay obligations (Trade), to another noncore customer (Recipient) that desires the capacity in the same capacity-constrained area during the periods designated in the Constrained Area Firm Capacity Trading Agreement (Form 6910) (Trading Agreement) (see the trading section of http://www.socalgas.com/). The following process shall apply to all proposed Trades of intrastate firm capacity in constrained areas:
 - a. Trades must be within the same constrained service area.
 - b. No less than thirty (30) calendar days prior to the first proposed Trading Day, defined as a calendar day on which a Trade occurs, Capacity Holder and Recipient shall submit to the Utility an original Trading Agreement signed by Capacity Holder and Recipient.
 - c. Any trade requests must be approved by the Utility before the Trade may commence.
 - d. The Utility shall determine, in it sole reasonable discretion, whether the trade request is accepted or rejected based on operational feasibility and/or Recipient's creditworthiness as set forth in the Utility's Rule No. 6.
 - e. Within twenty-five (25) Calendar Days after receiving the trade request, the Utility shall notify Capacity Holder and Recipient as to whether the proposed Trade is approved or rejected.
 - 1) If the Utility approves the proposed Trade, Utility shall execute the Trading Agreement and return a copy of the fully executed original to Capacity Holder and Recipient. The Trade is approved as of the date on which the Utility executes the Trading Agreement.
 - 2) If the Utility rejects the proposed Trade, the Utility shall notify Capacity Holder and Recipient that the trade request has been rejected and the reason for rejection.
 - f. Capacity Holder and Recipient may trade only the capacity amounts for the operating days or hours set forth in the Trading Agreement.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3924
DECISION NO.
12H15

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44105-G 42254-G

Schedule No. GT-F

Sheet 13

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(Continued)

FIRM INTRASTATE TRANSMISSION SERVICE

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

- 50. Intrastate Capacity Trading (Continued)
 - g. Customers desiring a Trade may use a Utility-hosted platform or other lawful means to solicit a Trade.
 - h. As of the first Trading Day and throughout the period subject to the Trade, all of Capacity Holder's obligations with regard to the traded capacity, including use-or-pay obligations, shall become Recipient's sole responsibility. Capacity Holder's use-or-pay obligations will decrease and Recipient's use-or-pay obligations will increase by the quantities set forth in the Trading Agreement.

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3924
DECISION NO.
13H13

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Nov 20, 2008
EFFECTIVE Dec 20, 2008
RESOLUTION NO.

SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 44114-G LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET NO. 35931-G*

MASTER SERVICES CONTRACT - SCHEDULE A <u>INTRASTATE TRANSMISSION SERVICE</u> (Form 6597-1, Revised 11/2008)	T
(See Attached Form)	

(TO BE INSERTED BY UTILITY) 3924 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) DATE FILED Nov 20, 2008 Dec 20, 2008 **EFFECTIVE** RESOLUTION NO.

MASTER SERVICES CONTRACT

SCHEDULE A

INTRASTATE TRANSMISSION SERVICE

and		s Agreement is entered into by and between Southern California Gas Company ("Utility") ("Customer") as of the day of			
Sch	edule	. This Agreement shall be deemed attached to and incorporated as a in the Master Services Contract ("MSC") executed by the Parties.			
part		W THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the gree as follows:			
Sec	tion 1	1 - Scope			
A.	. <u>Intent</u>				
and	sport Tarif	s Agreement sets forth the general terms and conditions under which Utility will transport gas, or and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules ff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California (), as are in effect from time to time.			
spe	Agre cified constr	he extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in ement. All tariffed transmission services by Utility shall be paid for by Customer at the rates in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall used as preventing Utility and Customer from mutually agreeing to conditions which are more than set forth in the Tariffs.			
B.	Effe	ective Date/Term			
	(1)	The Effective Date of this Agreement shall be as of 12:00 AM on			
	(2)	The Initial Term of this Agreement shall extend from the Effective Date and end on			
C.	Ren	newals/Amendments			
	(1)	Upon the expiration of any Billing Schedule Sequence term in Section 2, such Sequence shall automatically continue at the Otherwise Applicable Rate for the renewal period shown, unless that Sequence or this Agreement is amended or terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial Sequence/Agreement term or any subsequent term thereafter.			
	(2)	The Otherwise Applicable Rates and renewal periods shown in Section 2 are subject to change			

pursuant to Utility's applicable Tariffs.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

		Facility A		
Facility Name:				
Account Number:				
Address:				
Mail copy of Bill to	this Facility:			
Facility Mailing Add	lress:			
Measurement Locati	on(s):			
Full Requirements_	(Noncore o	only)		
	Fac	ility Customer Conta	<u>acts</u>	
	perations	Name	Emergency	
		Name:		
		I iuc Address:		
Addiess.				
Tel. No:		Tel No: _		
East Max		Fax No: _		
		Wireless Pl	hone:	
- "				
Customer shall notify for this facility.	y Utility in the event o	of any change in the ga	as requirements or notifica	tion designations
	BILLING	S SCHEDULE SEQUI	ENCE <u>01</u>	
Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
The term of this sequ			ears), and shall automatical	•
		te Schedule specified	with automatic renewal per	riods of
	(months or years).			

	MONTHLY SC	HEDULE	D QUANTI	TY (TH	IERMS)		
January			July	,		_	
February			August				
March			Septembe	r			
April			October			_	
May			Novembe	r			
June			December	r			
Customer's regula	Annual Quantity Use or Pay Aggregator (Yes/No) Customer's regular days for operations under this sequence are: M T W Th F Sat Sun						
	BILLING	S SCHEDU	JLE SEQUI	ENCE 0	<u>2</u>		
Rate Schedule	Priority	Net l	Billed		nsmission Rates riff/Negotiated	Otherwise Applicable Rate	
The term of this se thereafter on the C	equence is for				and shall automatic comatic renewal pe		
	MONTHLY SC	HEDULE	D OUANTI	TY (TH	IERMS)		
January			July		/		
February			August			_	
March			September				
April			October				
May			Novembe	r			
June			December	r			
Annual Quantity Use or Pay Aggregator (Yes/No) Customer's regular days for operations under this sequence are:							
M	T W	Th	F		_ Sat	Sun	
Section 3 - Other Existing Transportation/Exchange Arrangements							
 (1) Customer has existing intrastate transportation/exchange arrangements with Utility: (2) Date of Arrangement: (3) Term of Arrangement: (4) This Agreement shall have no impact on such existing arrangement except: 							
Section 4 - Transportation Services Customers "Order Control Code" (OCC) for gas transportation by Utility is:							

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional

elections may be made by Customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Α.	Use or Pay Aggregator:	

Use or Pay Aggregators will automatically be authorized to access Customer's meter usage. Customer must have completed and executed MSC Schedule B, Form No. 6597-2 (including the terms and conditions thereof) and such Form is incorporated by reference (as supplemented from time to time) into this Agreement.

B. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
Attn:	Attn:
Title:	Title:
E-mail:	E-mail:

C. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

D. <u>Miscellaneous Legal Provisions</u>:

This Agreement incorporates by reference all terms and conditions of the MSC.

E. Special Conditions: The following	lowing special conditions of service are applicable hereto:
original copies hereof. Customer	thorized representatives of the parties have executed two duplicate Utility
	Southern California Gas Company
Signature:	Signature:
Name:	Name:
Title:	Title:

Revised LOS ANGELES, CALIFORNIA CANCELING Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

44115-G

44066-G

TABLE OF CONTENTS

	(Continued)	
G-EN	Core Gas Engine Service for Agricultural	
	Water Pumping	
GT-EN	Core Transportation-only Gas Engine Service for	
	Agricultural Water Pumping	
G-NGV	Natural Gas Service for Motor Vehicles 44061-G,44062-G,42521-G	
	42522-G,42523-G	
GO-ET	Emerging Technologies Optional Rate for	
	Core Commercial and Industrial 30200-G,43168-G,30202-G	
GTO-ET	Transportation-Only Emerging Technologies Optional Rate for	
	Core Commercial and Industrial 30203-G,43169-G,30205-G	
GO-IR	Incremental Rate for Existing Equipment for	
	Core Commercial and Industrial 30206-G,43170-G,30208-G	
GTO-IR	Transportation-Only Incremental Rate for Existing Equipment for	
	Core Commercial and Industrial 30209-G,43171-G,30211-G	
G-CP	Core Procurement Service	
GT-F	Firm Intrastate Transmission Service 43823-G,43824-G,44095-G,44096-G	T
	44097-G,44098-G,44099-G,44100-G	
	44101-G,44102-G,44103-G,44104-G,44105-G	T
GT-I	Interruptible Intrastate Transmission Service	
	42903-G,42255-G,42256-G	
GT-PS	Peaking Service	
	43830-G,43831-G,35955-G,35956-G,37942-G	
GW-LB	Wholesale Natural Gas Service	T,D
GW-SD	Wholesale Natural Gas Service	
	43315-G,43316-G,43317-G	
GW-SWG	Wholesale Natural Gas Service	T,D
	· ·	

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3924 DECISION NO.

GW-VRN

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Nov 20, 2008 DATE FILED Dec 20, 2008 EFFECTIVE RESOLUTION NO.

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TABLE OF CONTENTS

(Continued)

SAMPLE FORMS (Continued)

Contracts Cogeneration Contract Addendum (Form 5058) 16063-G Stub Service Installation (Form 3607-A, Rev. 3-67) 11583-G Interutility Transportation Agreement (Form 6400, 9-88) 18895-G Energy Services Provider Agreement (Form 6536-A, 1/99) 31200-G Core Capacity Assignment Agreement for ESP (Form 6599, 4/2005) 39140-G Customer Termination of CAT Program Contract (Form 6597-T) 26418-G Customer Information Release (Form 6538) 21435.1-G Cogeneration Standby Equipment Affidavit (Form 6419, 3/88) 18773.1-G Storage Service Agreement (Form 6473) 21473-G Notice of Intrastate Curtailment Transfers (Form 6600, 9/01) 34022-G "As-Available" Storage Service Agreement (Form 6573) 22073-G Bid Procedure (Form 6474, 4/89) 19214-G Line Extension Contract (Form 3905-D, 5/02) 35393-G Assignment of Contract (Form 3907-B, 10/03) 37014-G Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) 34919-G Form of Indemnification (Form 6403, 10/87) 18570-G Master Services Contract, Cortact,
Stub Service Installation (Form 3607-A, Rev. 3-67) 11583-G Interutility Transportation Agreement (Form 6400, 9-88) 18895-G Energy Services Provider Agreement (Form 6536-A, 1/99) 31200-G Core Capacity Assignment Agreement for ESP (Form 6599, 4/2005) 39140-G Customer Termination of CAT Program Contract (Form 6567-T) 26418-G Customer Information Release (Form 6538) 21435.1-G Cogeneration Standby Equipment Affidavit (Form 6419, 3/88) 18773.1-G Storage Service Agreement (Form 6473) 21473-G Notice of Intrastate Curtailment Transfers (Form 6600, 9/01) 34022-G "As-Available" Storage Service Agreement (Form 6573) 22073-G Bid Procedure (Form 6474, 4/89) 19214-G Line Extension Contract (Form 3905-D, 5/02) 35393-G Applicant Design Terms and Conditions (Form 6665, 5/98) 30295-G Assignment of Contract (Form 3907-B, 10/03) 37014-G Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) 34919-G Form of Indemnification (Form 6403, 10/87) 18570-G Master Services Contract, (Form 6597, 6/03) 35930-G Master Services Contract, Schedule A, 1172008 44114-G <td< td=""></td<>
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Core Capacity Assignment Agreement for ESP (Form 6599, 4/2005) Customer Termination of CAT Program Contract (Form 6567-T) 26418-G Customer Information Release (Form 6538) 21435.1-G Cogeneration Standby Equipment Affidavit (Form 6419, 3/88) 18773.1-G Storage Service Agreement (Form 6473) Notice of Intrastate Curtailment Transfers (Form 6600, 9/01) 34022-G "As-Available" Storage Service Agreement (Form 6573) 22073-G Bid Procedure (Form 6474, 4/89) 19214-G Line Extension Contract (Form 3905-D, 5/02) Applicant Design Terms and Conditions (Form 6665, 5/98) 33295-G Assignment of Contract (Form 3907-B, 10/03) 37014-G Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) Form of Indemnification (Form 6403, 10/87) Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05) Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008) Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) 23605-G Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Customer Termination of CAT Program Contract (Form 6567-T) Customer Information Release (Form 6538) Cogeneration Standby Equipment Affidavit (Form 6419, 3/88) Storage Service Agreement (Form 6473) Notice of Intrastate Curtailment Transfers (Form 6600, 9/01) "As-Available" Storage Service Agreement (Form 6573) Bid Procedure (Form 6474, 4/89) Line Extension Contract (Form 3905-D, 5/02) Applicant Design Terms and Conditions (Form 6665, 5/98) Assignment of Contract (Form 3907-B, 10/03) Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) Form of Indemnification (Form 6403, 10/87) Master Services Contract (Form 6597, 6/03) Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05) Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008) Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Customer Information Release (Form 6538)
Cogeneration Standby Equipment Affidavit (Form 6419, 3/88) 18773.1-G Storage Service Agreement (Form 6473) 21473-G Notice of Intrastate Curtailment Transfers (Form 6600, 9/01) 34022-G "As-Available" Storage Service Agreement (Form 6573) 22073-G Bid Procedure (Form 6474, 4/89) 19214-G Line Extension Contract (Form 3905-D, 5/02) 35393-G Applicant Design Terms and Conditions (Form 6665, 5/98) 30295-G Assignment of Contract (Form 3907-B, 10/03) 37014-G Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) 34919-G Form of Indemnification (Form 6403, 10/87) 18570-G Master Services Contract (Form 6597, 6/03) 35930-G Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05) 39747-G Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008) 44114-G Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) 23605-G Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) 27911.1-G Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Storage Service Agreement (Form 6473)
Notice of Intrastate Curtailment Transfers (Form 6600, 9/01)
"As-Available" Storage Service Agreement (Form 6573) 22073-G Bid Procedure (Form 6474, 4/89) 19214-G Line Extension Contract (Form 3905-D, 5/02) 35393-G Applicant Design Terms and Conditions (Form 6665, 5/98) 30295-G Assignment of Contract (Form 3907-B, 10/03) 37014-G Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) 34919-G Form of Indemnification (Form 6403, 10/87) 18570-G Master Services Contract (Form 6597, 6/03) 35930-G Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05) 39747-G Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008) 44114-G Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) 23605-G Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) 27911.1-G Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Bid Procedure (Form 6474, 4/89)
Line Extension Contract (Form 3905-D, 5/02)
Applicant Design Terms and Conditions (Form 6665, 5/98) Assignment of Contract (Form 3907-B, 10/03) Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02) Form of Indemnification (Form 6403, 10/87) Master Services Contract (Form 6597, 6/03) Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05) Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008) Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Assignment of Contract (Form 3907-B, 10/03)
Transfer of Service Pipe to Yard Piping (Form 1951-G, 3/02)
Form of Indemnification (Form 6403, 10/87)
Master Services Contract (Form 6597, 6/03) 35930-G Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05) 39747-G Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008) 44114-G Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) 23605-G Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) 27911.1-G Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Master Services Contract, Transportation Services Addendum (Form 6597-21, 12/05)
Transportation Services Addendum (Form 6597-21, 12/05)
Master Services Contract, Schedule A, Intrastate Transmission Service (Form 6597-1, 11/2008)
Intrastate Transmission Service (Form 6597-1, 11/2008)
Master Services Contract, Schedule B, Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) 23605-G Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) 27911.1-G Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2) 23605-G Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96) 27911.1-G Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5) 23732-G
Master Services Contract, Schedule D, Basic Storage Service (Form 6597-4, 7/96)
Basic Storage Service (Form 6597-4, 7/96)
Master Services Contract, Schedule E, Auction Storage Service (Form 6597-5)
Auction Storage Service (Form 6597-5)
Master Services Contract, Schedule F.
Long-Term Storage Service (Form 6597-6)
Master Services Contract, Schedule G,
Fiber Optic Cable in Gas Pipelines (Form 6597-7)
Master Services Contract, Schedule H,
Extended Balancing Service (Form 6597-8)
Amendment to Master Services Contract, Schedule A,
Intrastate Transmission Service (Form 6597-9, 6/03)
Supplement to Master Services Contract Schedule A, Intrastate
Transmission Service, (Form 6597-10, Rev. 5/97)
Master Services Contract, Schedule I,
Transaction Based Storage Service (Form 6597-11)

(Continued)

 $\begin{array}{ll} \mbox{(TO BE INSERTED BY UTILITY)} \\ \mbox{ADVICE LETTER NO.} & 3924 \\ \mbox{DECISION NO.} \end{array}$

2H9

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & Nov \ 20, \ 2008 \\ \text{EFFECTIVE} & Dec \ 20, \ 2008 \\ \text{RESOLUTION NO.} \end{array}$

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TABLE OF CONTENTS

The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

<u>GENERAL</u>	Cal. P.U.C. Sheet No.
Title Page	. 44117-G,43408-G,43963-G
PRELIMINARY STATEMENT	
Part I General Service Information	G,24333-G,24334-G,24749-G
Part II Summary of Rates and Charges 44045-G,44046-G,44047-44049-G,43301-G,43302-G,43735-G,44014-	
Part III Cost Allocation and Revenue Requirement 27024-G,37920-	G,27026-G,27027-G,43740-G
Part IV Income Tax Component of Contributions and Advances	43036-G,24354-G
Part V Balancing Accounts Description and Listing of Balancing Accounts Purchased Gas Account (PGA) Core Fixed Cost Account (CFCA) Noncore Fixed Cost Account (NFCA) Enhanced Oil Recovery Account (EORA) Noncore Storage Balancing Account (NSBA) California Alternate Rates for Energy Account (CAREA) Brokerage Fee Account (BFA) Hazardous Substance Cost Recovery Account (HSCRA) Natural Gas Vehicle Account (NGVA) El Paso Turned-Back Capacity Balancing Account (EPTCBA) Gas Cost Rewards and Penalties Account (GCRPA) Pension Balancing Account (PBA)	

(Continued)

 $\begin{array}{ll} \mbox{(TO BE INSERTED BY UTILITY)} \\ \mbox{ADVICE LETTER NO.} & 3924 \\ \mbox{DECISION NO.} \end{array}$

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Nov 20, 2008

EFFECTIVE Dec 20, 2008

RESOLUTION NO.

ATTACHMENT C

Advice No. 3924

Redline Versions of Schedule Nos. GT-F, GW-LB, GW-SWG, GW-VRN, and Master Services Contract - Schedule A (Form 6597-1)

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

36705-G* 35845-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 3

(Continued)

RATES (Continued)

Rates may be adjusted to reflect any applicable taxes, franchise or other fees, regulatory surcharges, and interstate or intrastate pipeline charges that may occur.

The number of therms to be billed shall be determined in accordance with Rule No. 2.

SPECIAL CONDITIONS

GENERAL

- 1. Definitions of the principal terms used in this schedule are contained in Rule No. 1.
- 2. Customers may receive service under this schedule (a) separately, or (b) in combination with another rate schedule(s). Where service is rendered under (b), a separate monthly customer charge will be applicable for service under each schedule with a customer charge unless otherwise stated.
- 3. As a condition precedent to service under this schedule, an executed Master Services Contract, Schedule A, Intrastate Transmission Service (Form Nos. 6597 and 6597-1) is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
- 4. Term: The contract term for service under this schedule shall be a minimum of two years. In the event the Customer does not subsequently have a new executed an agreement electing for an additional term or an automatic renewal pursuant to Special Condition 13, service may will continue to be provided month to month under Schedule No. GT-I.

Customers served under this schedule shall have a one-time option to cancel their contract and electcore service provided the election occurs within three months of the effective date of D.02 08 065, except the following customers: 1) those customers with negotiated long-term or short-termcontracts, or 2) electric generation, refinery, and enhanced oil recovery customers who consume over 250,000 therms per year.

- 5. In the event of curtailment, customers served hereunder will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23.
- 6. In the event customers make a material change, either in the amount or character of their gas appliances or equipment, written notice thereof must be made to the Utility in accordance with Rule No. 29, Change of Consumer's Apparatus or Equipment. Customers who do not meet historical usage criteria for noncore rate classification under this schedule may conditionally qualify for noncore rate status by submitting a written request to the Utility and providing therein certified evidence documenting the customer's load increases which will meet the minimum consumption requirement on a permanent basis. The customer's written request must further acknowledge that if usage following conditional reclassification is less than the required minimum, the customer shall be rebilled in accordance with the rate schedule otherwise applicable to its usage. The Utility reserves the right to accept or reject any such request.

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(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3188-A 02-08-065 DECISION NO.

ISSUED BY Lee Schavrien

(TO BE INSERTED BY CAL. PUC) Jun 13, 2003 DATE FILED Oct 1, 2003 EFFECTIVE RESOLUTION NO.

Vice President Regulatory Affairs

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO. 40458-G 37935-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 4

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(Continued)

SPECIAL CONDITIONS (Continued)

SERVICE ELECTIONS

- 7. Electric generation, refinery and enhanced oil recovery customers may elect service under this schedule regardless of size. Commercial and non-refinery industrial customers currently meeting the size requirements set forth for Priority 2A customers under Rule No. 23 may elect service under this schedule. Commercial and non-refinery industrial customers who either (1) elect core service or (2) close their facilities for a period of a year or more (excluding changes in name or ownership) will no longer be eligible for service under this schedule unless they meet the size requirements set forth for Priority 2A customers under Rule No. 23.
- 8. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.
- 9. Customers having existing gas exchange agreements with the Utility must exchange the maximum amount of gas allowable under those agreements prior to the delivery of customer-owned gas for transportation under other service agreements, unless otherwise agreed to by the Utility.

FULL REQUIREMENTS SERVICE

- 10. Customers may elect full requirements service under this schedule. Full requirements customers are not required to contract for a stated annual quantity.
- 11. Full requirements customers are prohibited from using alternate fuels or bypass pipeline service (1) except in the event of curtailment, (2) to test alternate fuel capability, or (3) where the Utility has provided prior written authorization for the use of alternate fuels or bypass for temporary periods.
- 12. 12. In the event of any unauthorized alternate fuel use or bypass, customers must provide the Utility written notice thereof quantifying the extent to which alternate fuel or bypass use occurred. Such notice must be provided prior to the end of the month in which the usage took place. Any unauthorized alternate fuel or bypass use will be subject to a use-or-pay charge equal to 80% of the applicable transmission charge. No other use-or-pay charges are applicable to full requirements service.
- 13. Renewal: For contracts with an effective date on or after August 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract at the end of such term. For contracts with an earlier effective date, in the event the Customer does not subsequently execute an agreement electing an additional term, service will continue to be provided month to month under Schedule No. GT-I.

(TO BE INSERTED BY UTILITY) 3622 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Apr 7, 2006 May 7, 2006 **EFFECTIVE** RESOLUTION NO.

(Continued)

DATE FILED

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 5

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(Continued)

SPECIAL CONDITIONS (Continued)

PARTIAL REQUIREMENTS SERVICE

- 143. A customer not electing full requirements service must contract for an annual quantity of gas applicable each contract year during the term of the customer's contract. The annual contract quantity may not be changed during the term of the customer's contract. The annual contract quantity must be broken down by month into fixed service quantities for each contract year during the term of the contract. The customer may request changes to the monthly quantities on a month-tomonth basis, however, the total of the monthly contract quantities for the contract year must equal the annual contract quantity. The monthly contract quantity breakdown may be established on the basis of seasonal variations in the customer's usage in accordance with the customer's historic usage pattern. The Utility reserves the right to accept or reject such requested quantities after considering the customer's historic usage pattern and other evidence provided by the customer regarding operational changes affecting the customer's consumption.
- 154. If at the end of a contract year, the partial requirements customer's annual usage is less than 75% of the customer's annual contract quantity, the customer will pay a use-or-pay charge equal to 80% of the transmission charge for the last billing month of the contract year times the difference between the customer's actual usage and the 75% threshold.
- 165. Use-or-pay charges applicable to partial requirements service shall only be forgiven to the extent the customer's reduced consumption is specifically due to intrastate curtailment or an event of force majeure, as defined in Rule No. 1, on either the interstate or intrastate systems.
- 17. Renewal: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, partial requirements service will be replaced with month to month service under Schedule No. GT-I.

FIRM INTRASTATE TRANSMISSION

- 16. Utility shall offer firm intrastate transmission service to customers whose volumes qualify as follows:
 - a. Firm Interstate Customers: Firm intrastate transmission shall be available for customers' volumesdelivered through firm interstate capacity rights or where customers purchase or receive (1) gasdelivered to Utility interconnection with an interstate pipeline on a firm basis, (2) intrastate-California supplies delivered directly into the Utility's system, or (3) supplies which are delivered from the Utility's storage facilities, provided that the Utility has sufficient capacity to receive and redeliver all such volumes on a firm basis.
 - Interruptible Interstate, Existing Capacity: Firm intrastate transmission shall be available for volumes delivered by customers or customers of shippers to the Utility on an interruptible basis through interstate pipeline capacity in existence as of November 6, 1991 to the extent and so longas (1) the capacity of the interstate pipeline is not expanded so as to create a mismatch of interstate (Continued)

(TO BE INSERTED BY UTILITY) 2917 ADVICE LETTER NO. DECISION NO. 00-04-060

ISSUED BY William L. Reed Vice President Chief Regulatory Officer

(TO BE INSERTED BY CAL. PUC) May 19, 2000 DATE FILED Jun 1, 2000 EFFECTIVE RESOLUTION NO.

SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 32664-G LOS ANGELES, CALIFORNIA CANCELING Revised 30100-G CAL. P.U.C. SHEET NO.

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 5

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(Continued)

and intrastate capacity, and (2) the Utility has adequate intrastate system capacity to receive and redeliver all such volumes on a firm basis.

(Continued)

(TO BE INSERTED BY UTILITY) 2917 ADVICE LETTER NO. 00-04-060 DECISION NO.

ISSUED BY William L. Reed Vice President Chief Regulatory Officer

(TO BE INSERTED BY CAL. PUC) May 19, 2000 DATE FILED Jun 1, 2000 **EFFECTIVE** RESOLUTION NO.

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO. 32665-G 31484-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE Sheet 6

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(Continued)

SPECIAL CONDITIONS (Continued)

FIRM INTRASTATE TRANSMISSION (Continued)

16. (Continued)

The Utility shall have no obligation to build new facilities to provide firm intrastate service for customers' volumes delivered to the Utility on an interruptible basis through interstate pipelinecapacity in existence as of November 6, 1991.

Interruptible Interstate, New Capacity: Firm intrastate transmission service shall be available for customers' volumes delivered to the Utility on an interruptible basis across a new interstatepipeline or an expansion of an existing pipeline (as of November 6, 1991) provided that (1) the customer has given assurances acceptable to the Utility that any costs associated with enhancements of the Utility's intrastate system which are necessary to provide firm intrastate service will be recovered by the Utility, (2) required enhancements are approved by the CPUC and are constructed and placed in service, and (3) the Utility has determined that it can physically provide firm intrastate service for all such volumes.

ELECTRONIC METER-READING

187. Customers electing noncore service status must have electronic meter-reading equipment installed at Customer's expense as a condition of noncore service.

USE-OR-PAY AGGREGATION

198. Individual customers served under this schedule may aggregate their firm intrastate transmission service at their facilities for the purpose of use-or-pay penalty determination. In the event a customer aggregates firm intrastate transmission service provided at different transmission rates, any applicable use-or-pay penalty shall be assessed at a weighted average transmission charge based on the proportion of the customer's annual contract quantities for such rates. For use-or-pay aggregation, firm intrastate transmission service may only be aggregated under contracts with concurrent contract year periods. As a condition of service aggregation, customers shall be required to designate in their contracts the applicable facilities and services to be aggregated.

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(Continued)

(TO BE INSERTED BY UTILITY) 2917 ADVICE LETTER NO. DECISION NO. 00-04-060

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ISSUED BY William L. Reed Vice President Chief Regulatory Officer

(TO BE INSERTED BY CAL. PUC) May 19, 2000 DATE FILED Jun 1, 2000 **EFFECTIVE** RESOLUTION NO.

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

ELECTRIC GENERATION

- 2019. Subject to Special Condition 232, the amount of gas to be billed at the electric generation rate for customers having both electric generation and non-electric generation end use on a single meter will be the lesser of:
 - a. Total metered throughput; or
 - b. An amount of gas equal to the customer's recorded power production in kilowatt-hours (KWH) times the average heat rate for their electric generation facilities. The difference between total meter throughput and the volume limitation specified herein will be charged the rate applicable to the other end use served off the meter.
- 210. When required, as a condition of service under the electric generation rate, electric generation customers will provide the utility with the average heat rate for electric generation equipment as supported by documentation from the manufacturer. If not available, operating data shall be used to determine customer's average heat rate.
- 221. Electric generation customers receiving electric generation service will make available upon request any measurement devices required to directly or indirectly determine the kilowatt-hours generated or the average heat rate for the electric generation equipment. The Utility shall have the right to read, inspect and/or test all such measurement devices during normal business hours. Additional gas and/or steam metering facilities required to separately determine gas usage to which the electric generation rate is applicable may be installed, owned and operated by the Utility in accordance with Rule No. 21; however, the Utility may, at its sole discretion, utilize estimated data to determine such gas usage.
- 2<u>32</u>. All electric generation customers receiving service at the electric generation transmission rate shall be separately metered unless it can be demonstrated that a separate meter is not economically feasible.
- 243. A Cogeneration Contract Addendum (Form No. 5058) will be required as a condition of electric generation service for cogeneration customers under this schedule in those cases where dedicated main facilities are necessary to serve the customer.
- 254. Cogeneration facilities with standby boilers will be treated as one customer for purposes of assessing customer charges, providing the customer has signed an affidavit (Form No. 6419) to the effect that its boiler system only operates when the cogeneration system is not operating.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3132
DECISION NO.

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Lee Schavrien

Vice President

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Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

42249-G* 41509-G

41309-G 41251-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 8

(Continued)

SPECIAL CONDITIONS (Continued)

COMMERCIAL/INDUSTRIAL

- 265. Commercial and industrial customers served under this schedule shall be assigned a rate classification based on the type of facilities from which the customer receives service. Customers served from the Utility's distribution-related facilities shall be classified as distribution (GT-F3D). Customers served from the Utility's transmission-related facilities, as established by the Utility's capital accounting records, shall be classified as transmission (GT-F3T). Customers served from transmission facilities or a combination of transmission and distribution facilities may, at their option, elect transmission or distribution rate status.
- 276. When the Utility uses its discretion, as defined in Rule 20 H.4, to accommodate a current commercial and industrial customer's request to switch from distribution to transmission level service, the Utility shall file an advice letter to notify the Commission before accommodating such a request. The advice letter filing should include an estimate amount of stranded costs associated with the customers' request.
- 287. For commercial and industrial customers served under this schedule through multiple meters on a single premises, as defined in Rule No. 1, the Utility shall combine all such meters, excluding meters serving electric generation equipment, for billing purposes in accordance with the provisions of Rule No. 17.

LONG-TERM DISCOUNTED CONTRACTS

- 298. Pursuant to the provisions of Decision No. 92-11-052, the Utility may negotiate discounted contracts for a service term of five years or longer with customers served under this schedule. Such contracts must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure as adopted in Decision No. 92-11-052.
- 30. Customers under CPUC approved long-term bundled discounted contracts as of the date of D.06-12-031 shall have their contracted rate reduced by the average rate reduction to the GT-F rate associated with the unbundled Receipt Point Access revenues. Long-term discounted contracts after the date of D.06-12-031 shall be deemed to be unbundled and shall not receive a reduction to the rate negotiated to account for receipt point access service.

PEAKING SERVICE

2931. Customers who receive gas transportation service from an alternate service provider may be subject to the provisions of the Peaking Service Tariff, GT-PS.

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS

320. Open Season: Utility will conduct an open season to solicit contractually binding bids from noncore eligible customers for firm service in potentially capacity-constrained areas, as defined in Rule No. 1. (Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3684 \\ \text{DECISION NO.} & 06\text{-}09\text{-}039 \\ \end{array}$

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Lee Schavrien
Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

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EFFECTIVE Mar 1, 2007

RESOLUTION NO.

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CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

42005-G 41960-G

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LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET N

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 9

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

- 3<u>3</u>4. <u>Partial Requirements Service</u>: All firm noncore deliveries will be under partial requirements service. Full requirements service is not available.
- 342. Customer Size: For the purposes of bidding for firm capacity in potentially capacity-constrained areas, large noncore customers are defined as (1) commercial/industrial and enhanced oil recovery (EOR) customers with historical peak day usage of 20 million cubic feet per day (MMcfd) or more and (2) electric generation customers using three (3) million therms or more per year. Small noncore customers are defined as (1) commercial /industrial and EOR customers with historical peak day usage of less than 20 MMcfd and (2) electric generation customers using fewer than (3) million therms per year.
- 3<u>5</u>3. <u>Scheduled Quantity Addendum</u>: The Master Services Contract Schedule A Intrastate Transmission Service Scheduled Quantity Addendum (Form No. 6900) (Addendum) shall be used to specify monthly or hourly scheduled quantities in conjunction with the standard Master Services Contract Schedule A, Intrastate Transmission Service (Form No. 6597-1).
- 364. Term: For large noncore customers, the term for firm service shall be the earlier of (a) two (2) years beyond the in-service date of facilities associated with the expansion of local transmission service, or the commencement of service on interstate and/or foreign pipelines or other arrangements that alleviate the need for expanding local transmission facilities, limited to the contractual commitments approved in D.07-05-022; or (b) five (5) years. For small noncore customers, the term is two years. In the event all requests for firm noncore capacity can be awarded without proration and the Utility does not plan to expand the local transmission system within the five-year contract period, the Utility will inform the Commission. Upon Commission agreement that there is no need to construct additional facilities within the five-year contract period, the Utility shall amend the five-year contracts to expire after two-years, consistent with the term for small customers.
 - 3<u>75</u>. <u>Hourly Scheduled Quantity (HSQ)</u>: HSQ is the quantity awarded in an open season and to be delivered each hour as firm noncore service as specified in the Addendum under this rate schedule.
 - 386. Monthly Scheduled Quantity (MSQ): MSQ is the quantity awarded in an open season and to be delivered each month as firm noncore service as specified in the Addendum under this rate schedule. For customers bidding hourly, the MSQ under this rate schedule is equivalent to the summation of HSQs for the month.
 - 397. Use-or-Pay: If during any billing period, the customer's firm noncore usage is less than 75% of customer's firm noncore MSQ, the customer will be assessed use-or-pay charges equal to 80% of the transmission charges multiplied by the difference between 75% of the customer's firm noncore MSQ and the customer's firm noncore usage for that month.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3748-A DECISION NO. 07-05-022

9C0

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41253-G 38164-G*

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 10

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

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<u>4038</u>. <u>Use-or-Pay Aggregation</u>: Individual customers may aggregate their firm intrastate transmission service only at their facilities located within the same constrained area for purposes of use-or-pay charge determination. If the customer aggregates facilities with different rates, use-or-pay charges shall be based on the highest transmission charge. Customers wishing to aggregate their firm intrastate transmission service shall execute the Master Services Contract, Schedule B, Marketer/Core Aggregator Use or Pay Aggregator Agreement (Form 6597-2).

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<u>4139</u>. <u>Early Termination</u>: In the event of early termination of the contract, the customer will pay the Utility an amount equal to the outstanding use-or-pay charges for the contracted period.

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420. Authorized Curtailment Quantity: The maximum hourly quantity (in therms) the customer is entitled to use during an interruptible service curtailment is equal to any core MSQs for the month *divided by* operating days specified for that sequence in the contract *divided by* 24 hours. In addition, the customer is authorized to use either: (a) the firm noncore MSQs for the month *divided by* operating days specified for that sequence in the contract *divided by* 24 hours for customers who bid monthly MSQs; or (b) the stated HSQ for the specific hour, day, month and year awarded for customers who bid hourly HSQ. In the event interruptible service is only partially curtailed, the customer shall also be entitled to use the non-curtailed portion of their interruptible MSQ, *divided by* operating days, as specified for that sequence, *divided by* 24 hours.

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434. Availability of Daily and Hourly Data: In the event that daily usage data is not available, the recorded monthly volumes delivered to the customer shall be assumed to be delivered at a constant rate over the number of calendar days during the month. In the event that hourly usage data is not available, the recorded daily volumes delivered to the customer shall be assumed to be delivered at a constant rate over a 24-hour period.

4<u>42</u>. <u>Curtailment Violation Charges</u>: Charges will apply hourly for any quantities consumed that exceed those authorized by hour at the following charges:

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- \$1 per therm for hours 1 through 5 of the curtailment event;
- \$3 per therm for hours 6 through 8 of the curtailment event; and
- \$10 per therm for each hour after hour 8 through end of the curtailment event.

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 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3684 \\ \text{DECISION NO.} & 06\text{-}09\text{-}039 \\ \end{array}$

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Vice President

Regulatory Affairs

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00-07-037

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 11

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

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- 453. Awarding of Firm Noncore Capacity: For any period where the firm bids exceed firm capacity, all bids that exceed a customer's historic usage will be reduced to historic usage. The historic usage will be equal to the customer's peak day usage for that month within the most recent 12 months. Peak day usage will be divided by 24 to determine historic hourly usage. If firm capacity remains oversubscribed after customers' bids have been reduced to historic usage, the Utility shall first award available firm capacity pro-rata based on historic usage. If firm capacity is not over-subscribed after customers' bids have been awarded based on historic usage, quantities bid in excess of each customer's historic usage and quantities submitted by new customers will be awarded on a pro-rata basis. The Utility will use small customers' Year 2 bids as a factor in determining the firm service capacity awards for Years 3, 4, and 5 for large customers within the same constrained area. After, and to the extent, the Utility places into service facilities that can provide higher levels of firm service, all customers' awards will be increased by a pro-rated amount, up to their bid amounts, for the duration of their contracts. During the term of its contract, a large customer may not change its bids for firm service for any of the time periods in the Addendum.
- 464. Hourly Allocation of Bids when Oversubscribed: In the event that only certain hours are oversubscribed, then monthly bids will be converted to an hourly basis by dividing by the number of operating days in the month and then by 24 hours; the "converted hourly bid" will be pro-rated along with hourly bids for the oversubscribed hour(s); and then converted back into a monthly award by multiplying the pro-rated hour amount by 24 hours and then multiplying by the number of operating days in the month.
- 4<u>75.Firm Quantities Bid but Not Awarded</u>: Such quantities shall be added to the customer's interruptible sequence.
- 486. Right of Refusal: The Utility reserves the right to reject any bid. Once a bid is rejected, the Utility shall notify the customer as to the reason for such rejection. The customer may re-submit a bid, provided that firm quantities have not yet been awarded to participants in the open season.
- 497. Non-Bidding Customers: Noncore customers eligible to participate in the open season that do not submit a bid shall be placed on an interruptible noncore rate schedule. Any potential noncore eligible customer, offered an opportunity to bid for firm noncore service, who declines to bid, or was not awarded sufficient firm capacity, may not elect core service during the period covered by the open season. Noncore-eligible customers taking core service as of the open season start date that do not submit a bid for service may remain core.

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3684 \\ \text{DECISION NO.} & 06\text{-}09\text{-}039 \\ \end{array}$

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Vice President

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CAL. P.U.C. SHEET NO.

CAL. P.U.C. SHEET NO.

Sheet 12

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41255-G

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

- 5048. Intrastate Capacity Trading: A customer taking firm noncore service within a capacity-constrained service area (Capacity Holder) may request to transfer all or a portion of its awarded firm noncore intrastate capacity and the associated obligations, including monthly use-or-pay obligations (Trade), to another noncore customer (Recipient) that desires the capacity in the same capacity-constrained area during the periods designated in the Constrained Area Firm Capacity Trading Agreement (Form 6910) (Trading Agreement) (see the trading section of http://www.socalgas.com/). The following process shall apply to all proposed Trades of intrastate firm capacity in constrained areas:
 - a. Trades must be within the same constrained service area.
 - b. No less than thirty (30) calendar days prior to the first proposed Trading Day, defined as a calendar day on which a Trade occurs, Capacity Holder and Recipient shall submit to the Utility an original Trading Agreement signed by Capacity Holder and Recipient.
 - c. Any trade requests must be approved by the Utility before the Trade may commence.
 - d. The Utility shall determine, in it sole reasonable discretion, whether the trade request is accepted or rejected based on operational feasibility and/or Recipient's creditworthiness as set forth in the Utility's Rule No. 6.
 - e. Within twenty-five (25) Calendar Days after receiving the trade request, the Utility shall notify Capacity Holder and Recipient as to whether the proposed Trade is approved or rejected.
 - 1) If the Utility approves the proposed Trade, Utility shall execute the Trading Agreement and return a copy of the fully executed original to Capacity Holder and Recipient. The Trade is approved as of the date on which the Utility executes the Trading Agreement.
 - 2) If the Utility rejects the proposed Trade, the Utility shall notify Capacity Holder and Recipient that the trade request has been rejected and the reason for rejection.
 - f. Capacity Holder and Recipient may trade only the capacity amounts for the operating days or hours set forth in the Trading Agreement.

(Continued)

(TO BE INSERTED BY UTILITY) 3684 ADVICE LETTER NO. DECISION NO. 06-09-039

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Nov 22, 2006 DATE FILED Mar 1, 2007 **EFFECTIVE** RESOLUTION NO.

Original

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

41256-G

LOS ANGELES, CALIFORNIA CANCELING

Schedule No. GT-F FIRM INTRASTATE TRANSMISSION SERVICE

Sheet 13

(Continued)

SPECIAL CONDITIONS (Continued)

FIRM NONCORE SERVICE IN POTENTIALLY CAPACITY-CONSTRAINED AREAS (Continued)

<u>5048</u>. <u>Intrastate Capacity Trading</u> (Continued)

- g. Customers desiring a Trade may use a Utility-hosted platform or other lawful means to solicit a Trade.
- h. As of the first Trading Day and throughout the period subject to the Trade, all of Capacity Holder's obligations with regard to the traded capacity, including use-or-pay obligations, shall become Recipient's sole responsibility. Capacity Holder's use-or-pay obligations will decrease and Recipient's use-or-pay obligations will increase by the quantities set forth in the Trading Agreement.

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3684
DECISION NO. 06-09-039

13C0

ISSUED BY
Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Nov 22, 2006
EFFECTIVE Mar 1, 2007
RESOLUTION NO.

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Schedule No. GW-LB

Sheet 2

(Continued)

WHOLESALE NATURAL GAS SERVICE

SPECIAL CONDITIONS (Continued)

GENERAL (Continued)

- 3. In the event of curtailment, Customer will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23. If service to Customer's Priority 1 and 2A customers is in jeopardy, such customers shall be served in parity with Utility's Priority 1 and 2A customers as set forth in Rule No. 23.
- 4. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.

FIRM INTRASTATE TRANSMISSION

- 5. Term: The contract term for firm intrastate transmission service shall be a minimum of-two years and may be subject to automatic renewals per Special Condition 10. In the event the Customer does not subsequently have an automatic extension or a new executed an agreement contract electing for an additional term, service may will continue to be provided on an interruptible basis month to month under this schedule.
- 6. Utility shall offer firm intrastate transmission service only to customers whose volumes qualify as follows:
 - Firm Interstate Customers: Firm intrastate transmission shall be available for customers' volumes delivered through firm interstate capacity rights or where customers purchase or receive (1) gasdelivered to Utility interconnection with an interstate pipeline on a firm basis, (2) intrastate California supplies delivered directly into the Utility's system, or (3) supplies which are delivered from the Utility's storage facilities, provided that the Utility has sufficient capacity to receive and redeliver all such volumes on a firm basis.
 - b. Interruptible Interstate, Existing Capacity: Firm intrastate transmission shall be available for volumes delivered by customers or customers of shippers to the Utility on an interruptible basis through interstate pipeline capacity in existence as of November 6, 1991 to the extent and so longas (1) the capacity of the interstate pipeline is not expanded so as to create a mismatch of interstate and intrastate capacity, and (2) the Utility has adequate intrastate system capacity to receive and redeliver all such volumes on a firm basis.

The Utility shall have no obligation to build new facilities to provide firm intrastate service for customers' volumes delivered to the Utility on an interruptible basis through interstate capacity in existence as of November 6, 1991.

(Continued)

(TO BE INSERTED BY UTILITY) 3391 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien

Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 30, 2004 DATE FILED

Aug 9, 2004 **EFFECTIVE**

RESOLUTION NO.

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CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO. 38062-G 37945-G

Schedule No. GW-LB WHOLESALE NATURAL GAS SERVICE

Sheet 3

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(Continued)

SPECIAL CONDITIONS (Continued)

FIRM INTRASTATE TRANSMISSION (Continued)

- c. Interruptible Interstate, New Capacity: Firm intrastate transmission service shall be available for customers' volumes delivered to Utility on an interruptible basis across a new interstate pipeline or an expansion of an existing pipeline (as of November 6, 1991) provided that (1) the customer has given assurances acceptable to the Utility that any costs associated with enhancements of the Utility's intrastate system which are necessary to provide firm intrastate service will be recovered by the Utility, (2) required enhancements are approved by the CPUC and are constructed and placed in service, and (3) the Utility has determined that it can physically provide firm intrastateservice for all such volumes.
- 76. Pursuant to the provisions and guidelines of Decision No. 92-11-052, the Utility may negotiate a discounted contract with Customer for a service term of five years or more. Such a contract must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure as adopted in Decision No. 92-11-052.

FULL REQUIREMENTS SERVICE

- 87. For its firm intrastate transmission service, Customer may elect full requirements service only for that portion of such usage serving (1) its own core customers' requirements, on an aggregate basis, and/or (2) the requirements, on an individual basis, of those noncore customers designated by Customer as requesting such service; as set forth in the Customer's Contract. Customer must provide Utility sufficient information to establish the usage requirements of its designated full requirements load.
- 98. Customer's full requirements service loads are prohibited from being displaced through use of alternate fuels or bypass pipeline service except (1) in the event of curtailment, (2) to test alternate fuel capability, (3) or where the Utility has provided prior written authorization for the use of alternate fuels or bypass for temporary periods. The Utility shall have the right to review the Customer's records in order to determine compliance hereunder.
- 109. In the event of any unauthorized alternate fuel use or bypass which displaces Customer's full requirement load, Customer must provide the Utility written notice thereof quantifying the extent to which alternate fuel or bypass use occurred. Such notice must be provided prior to the end of the month in which the usage took place. Any unauthorized alternate fuel or bypass use will be subject to a use-orpay charge equal to 80% of the applicable transmission charge. No other use-or-pay charges are applicable to full requirements service. -
- 10. Renewal: For contracts with an effective date on or after November 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract by the end of such term.

(Continued)

(TO BE INSERTED BY UTILITY) 3391 ADVICE LETTER NO. DECISION NO.

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Lee Schavrien Vice President

Jun 30, 2004 DATE FILED Aug 9, 2004 **EFFECTIVE** RESOLUTION NO.

ISSUED BY (TO BE INSERTED BY CAL. PUC)

Regulatory Affairs

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

38063-G 37946-G

Schedule No. GW-LB WHOLESALE NATURAL GAS SERVICE

Sheet 4

(Continued)

SPECIAL CONDITIONS (Continued)

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PARTIAL REQUIREMENTS SERVICE

- 11. For its firm intrastate transmission service (excluding Customer's full requirements load, if applicable), Customer must contract for a separate annual quantity of gas applicable for each contract year during the term of the Contract. The annual contract quantity may not be changed during the term of the Contract and must be broken down by month into fixed service quantities for each contract year during the Contract term. Customer may request changes to the monthly contract quantities on a month-to-month basis, however, the total of the monthly contract quantities for a contract year must equal the annual contract quantity. The monthly quantity breakdown may be established on the basis of seasonal variations in accordance with Customer's historic usage pattern. The Utility reserves the right to accept or reject any requested contract quantities after considering Customer's historic requirements and other evidence provided by Customer regarding operational changes affecting its consumption.
- 12. If at the end of a contract year, Customer's partial requirements firm intrastate transmission usage is less than 75% of the firm intrastate transmission contract quantity, Customer will pay <u>use-or-pay</u> charges equal to 80% of the transmission charge for the last billing month of the contract year times the difference between the Customer's actual usage and the 75% threshold.
- 13. Use-or-pay charges applicable to partial requirements firm intrastate transmission service shall only be forgiven to the extent Customer's reduced consumption is specifically due to intrastate curtailment or a Force Majeure event on either the interstate or intrastate systems.
- 14. Renewal: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, service will continue to be provided month to month on an interruptible basis under this schedule.

INTERRUPTIBLE INTRASTATE TRANSMISSION

- 154. Customer may elect interruptible intrastate transmission service for all or part of its requirements. The minimum contract term for such service shall be one month.
- 165. By mutual agreement, the Utility and Customer may negotiate interruptible intrastate transmission charges for a term of service of less than five years without CPUC approval. Any such negotiated transmission charges shall be set forth in the Customer's Contract. Any such contract must be submitted by letter to the CPUC and made available for public inspection. No other charges for service under this schedule shall be negotiable unless CPUC approval is first obtained.
- 176. All contracts for a term of service of five years or longer ("long-term") meeting the guidelines set forth in Decision No. 92-11-052 must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure adopted in Decision No. 92-11-052. All other long-term contracts must be filed by advice letter for prior CPUC approval.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3391 DECISION NO.

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

Jun 30, 2004 DATE FILED Aug 9, 2004 **EFFECTIVE** RESOLUTION NO.

(TO BE INSERTED BY CAL. PUC)

Revised Revised LOS ANGELES, CALIFORNIA CANCELING

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO. 38064-G 37947-G

Schedule No. GW-LB WHOLESALE NATURAL GAS SERVICE

Sheet 5

(Continued)

SPECIAL CONDITIONS (Continued)

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FIRM INTERSTATE PIPELINE CAPACITY

-17. At any time prior to five (5) business days before commencement of the Utility's initial open season for the brokering of firm interstate pipeline capacity conducted pursuant to the provisions of Rule No. 36, Customer may request an assignment of such capacity for Customer's core requirements. Capacity shall be provided to Customer on a pro rata basis between the El Paso and Transwestern pipeline systems and charged at the full as billed interstate rate. Such capacity shall be assigned to Customer for a term fromthe implementation date of the CPUC's Capacity Brokering Rules until the expiration of the Utility's firm capacity contracts with El Paso and Transwestern. If Customer does not provide such a requestprior to the 5-day deadline, Utility will reserve sufficient firm interstate pipeline capacity, split 70% on-El Paso and 30% on Transwestern, to meet Customer's core load requirements. Interstate capacity allocated to Customer for its core requirements shall be at the full as billed rate for pipeline demandcharges.

T 18. In the event Customer relinquishes all or a part of its reserved firm interstate capacity, or the capacity reserved by Utility on Customer's behalf, Customer shall be solely responsible for any shortfall between the as billed interstate pipeline demand charges and the actual revenue the Utility obtains from its subsequent brokering of the relinquished capacity.

PEAKING SERVICE

189. Customers who receive gas transportation service from an alternate service provider may be subject to T the provisions of the Peaking Service Tariff, GT-PS.

(TO BE INSERTED BY UTILITY) 3391 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 30, 2004 DATE FILED

Aug 9, 2004 **EFFECTIVE**

RESOLUTION NO.

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

43833-G 43775-G

Schedule No. GW-SWG WHOLESALE NATURAL GAS SERVICE

Sheet 1

APPLICABILITY

Applicable for firm intrastate transmission and interruptible intrastate transmission service, and long-term storage service for Southwest Gas Corporation ("Customer") to Customer's service territory in southern California.

TERRITORY

Delivery points shall be as specified in the California Wholesale Gas Transportation and Storage Service Agreement ("Contract").

RATES

Transmission Charges

Interstate Transition Cost Surcharge (ITCS)

ITCS-SWG, per therm (0.005ϕ)

The ITCS, as defined in Rule No. 1, recovers certain interstate capacity costs and applies to all service under this schedule except for that service identified in Rule No. 1 as being exempt.

Storage Reservation Charges

Rate, per year \$1,192,118

The annual storage reservation charge set forth above shall be escalated annually as of each January 1 during the Contract term in accordance with the storage reservation charge escalation provisions set forth in the Contract. The annual reservation charge shall be billed in twelve equal monthly installments.

The above storage reservation charge shall be in lieu of the reservation charges set forth in Schedule No. G-LTS. The variable charges set forth in Schedule No. G-LTS shall be applicable to storage service hereunder.

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3895 \\ \text{DECISION NO.} & 06\text{-}12\text{-}031 \\ \end{array}$

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Aug 29, 2008

EFFECTIVE Oct 1, 2008

RESOLUTION NO. G-3407

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

37953-G 35887-G 32689-G

Schedule No. GW-SWG WHOLESALE NATURAL GAS SERVICE

Sheet 2

(Continued)

RATES (Continued)

Billing Adjustments

Billing adjustments may be necessary to reflect changes in quantities used in developing prior periods' transportation charges.

Rates may be adjusted to reflect any applicable taxes, franchise or other fees, regulatory surcharges, and interstate or intrastate pipeline charges that may occur.

The number of therms to be billed shall be determined in accordance with Rule No. 2.

SPECIAL CONDITIONS

GENERAL

- 1. Definitions of the principal terms used in this schedule are contained in Rule No. 1.
- 2. As a condition precedent to service under this schedule, an executed California Wholesale Gas Transportation-and Storage Service Agreement is required. The minimum term of such Contract shall be fifteen (15) years. All contracts, rates and conditions of service are subject to revision and modification as a result of Commission order.
- 3. In the event of curtailment, Customer will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23. If service to Customer's Priority 1 and 2A customers is in jeopardy, such customers shall be served in parity with Utility's Priority 1 and 2A customers as set forth in Rule No. 23.
- 4. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.

STORAGE SERVICES

5. The Utility shall provide the Customer with storage service rights in the following capacities:

Annual firm withdrawal: 60 MMcfd

Annual firm inventory: 1.5 Bcf

Monthly firm injection: 12.5 MMcfd (April through September only)

(Continued)

(TO BE INSERTED BY UTILITY) 3385 ADVICE LETTER NO. DECISION NO. 01-12-018

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 9, 2004 DATE FILED Jul 19, 2004 **EFFECTIVE**

RESOLUTION NO.

N CALIFORNIA GAS COMPANY

LOS ANGELES, CALIFORNIA CANCELING

1

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

37954-G 32689-G 32690-G

Schedule No. GW-SWG WHOLESALE NATURAL GAS SERVICE

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

- 6. On a daily or monthly basis, the Customer's storage service injections or withdrawals may exceed the capacities set forth above by up to ten percent (10%) so long as the Customer's scheduled injections plus total storage quantity in inventory does not exceed 1.5 Bcf at any time.
- 7. All terms and conditions of Schedule No. G-LTS, Long Term Storage Service, shall apply to the storage services provided under this schedule except where such provisions would conflict with the charges and conditions set forth in this schedule or in the Customer's Contract.

FIRM INTRASTATE TRANSMISSION

- <u>85</u>. The minimum service period for firm intrastate transmission service under the Customer's Contract shall be two years.
- 9. Utility shall offer firm intrastate transmission service only to customers whose volumes qualify asfollows:
- a. <u>Firm Interstate Customers</u>: Firm intrastate transmission shall be available for customers' volumes delivered through firm interstate capacity rights or where customers purchase or receive (1) gas delivered to Utility interconnection with an interstate pipeline on a firm basis, (2) intrastate California supplies delivered directly into the Utility's system, or (3) supplies which are delivered from the Utility's storage facilities, provided that the Utility has sufficient capacity to receive and redeliver all such volumes on a firm basis.
 - b. <u>Interruptible Interstate</u>, <u>Existing Capacity</u>: Firm intrastate transmission shall be available forvolumes delivered by customers or customers of shippers to the Utility on an interruptible basis-through interstate pipeline capacity in existence as of November 6, 1991 to the extent and so long-as (1) the capacity of the interstate pipeline is not expanded so as to create a mismatch of interstate and intrastate capacity, and (2) the Utility has adequate intrastate system capacity to receive and redeliver all such volumes on a firm basis.
 - The Utility shall have no obligation to build new facilities to provide firm intrastate service for customers' volumes delivered to the Utility on an interruptible basis through interstate capacity in existence as of November 6, 1991.

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 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3385 \\ \text{DECISION NO.} & 01\text{-}12\text{-}018 \\ \end{array}$

ISSUED BY
Lee Schavrien
Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jun 9, 2004

EFFECTIVE Jul 19, 2004

RESOLUTION NO.

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

37955-G 35960-G 32690-G

Schedule No. GW-SWG WHOLESALE NATURAL GAS SERVICE Sheet 4

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(Continued)

SPECIAL CONDITIONS (Continued)

FIRM INTRASTATE TRANSMISSION

9. (Continued)

c. Interruptible Interstate, New Capacity: Firm intrastate transmission service shall be available for customers' volumes delivered to Utility on an interruptible basis across a new interstate pipeline or an expansion of an existing pipeline (as of November 6, 1991) provided that (1) the customer has given assurances acceptable to the Utility that any costs associated with enhancements of the Utility's intrastate system which are necessary to provide firm intrastate service will be recovered by the Utility, (2) required enhancements are approved by the CPUC and are constructed and placed in service, and (3) the Utility has determined that it can physically provide firm intrastateservice for all such volumes.

PEAKING SERVICE

10 6.	Customer may be subject to the provisions of the Peaking Service Tar	riff, GT-PS, if it receives gas
tra	ansportation service from an alternate service provider.	

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3385 DECISION NO. 01-12-018

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ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 9, 2004

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

37957-G 36733-G

Schedule No. GW-VRN WHOLESALE NATURAL GAS SERVICE

Sheet 2

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(Continued)

SPECIAL CONDITIONS (Continued)

GENERAL (Continued)

- 2. As a condition precedent to service under this schedule, an executed Master Services Contract, Schedule A, Intrastate Transmission Service (Form Nos. 6597 and 6597-1) is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
- 3. In the event of curtailment, Customer will be curtailed in accordance with Rule No. 23. Penalties for violation of curtailment shall apply as set forth in Rule No. 23.
- 4. All terms and conditions of Rule No. 30 and Schedule No. G-IMB shall apply to the transportation of customer-owned gas under this schedule.

FIRM INTRASTATE TRANSMISSION

- 5. Term: The contract term for firm intrastate transmission service shall be a minimum of two years and may be subject to automatic renewals per Special Condition 10. In the event the Customer does not subsequently have an automatic renewal or a new executed an agreement contract electing for an additional term, service may will continue to be provided on an interruptible basis month to month under this schedule.
- 6. Utility shall offer firm intrastate transmission service only to customers whose volumes qualify as follows:
 - a. <u>Firm Interstate Customers</u>: Firm intrastate transmission shall be available for customers' volumes delivered through firm interstate capacity rights or where customers purchase or receive (1) gas delivered to Utility interconnection with an interstate pipeline on a firm basis, (2) intrastate California supplies delivered directly into the Utility's system, or (3) supplies which are delivered from the Utility's storage facilities, provided that the Utility has sufficient capacity to receive and redeliver all such volumes on a firm basis.
 - b. Interruptible Interstate, Existing Capacity: Firm intrastate transmission shall be available forvolumes delivered by customers or customers of shippers to the Utility on an interruptible basisthrough interstate pipeline capacity in existence as of November 6, 1991 to the extent and so longas (1) the capacity of the interstate pipeline is not expanded so as to create a mismatch of interstate and intrastate capacity, and (2) the Utility has adequate intrastate system capacity to receive and redeliver all such volumes on a firm basis.

The Utility shall have no obligation to build new facilities to provide firm intrastate service for customers' volumes delivered to the Utility on an interruptible basis through interstate capacity in existence as of November 6, 1991.

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 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3385 \\ \text{DECISION NO.} & 01\text{-}12\text{-}018 \\ \end{array}$

ISSUED BY
Lee Schavrien
Vice President

Vice President EFFECTIVE Ju

Regulatory Affairs RESOLUTION NO.

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & \underline{Jun~9,~2004} \\ \text{EFFECTIVE} & \underline{Jul~19,~2004} \end{array}$

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO. 37958-G 32695-G

Schedule No. GW-VRN WHOLESALE NATURAL GAS SERVICE

Sheet 3

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(Continued)

SPECIAL CONDITIONS (Continued)

FIRM INTRASTATE CUSTOMERS (continued)

6. (continued)

- c. Interruptible Interstate, New Capacity: Firm intrastate transmission service shall be available for customers' volumes delivered to Utility on an interruptible basis across a new interstate pipeline or an expansion of an existing pipeline (as of November 6, 1991) provided that (1) the customer has given assurances acceptable to the Utility that any costs associated with enhancements of the Utility's intrastate system which are necessary to provide firm intrastate service will be recoveredby the Utility, (2) required enhancements are approved by the CPUC and are constructed and placed in service, and (3) the Utility has determined that it can physically provide firm intrastateservice for all such volumes.
- 67. Pursuant to the provisions and guidelines of Decision No. 92-11-052, the Utility may negotiate a discounted contract with Customer for a service term of five years or more. Such a contract must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure as adopted in Decision No. 92-11-052.

FULL REQUIREMENTS SERVICE

- 78. For its firm intrastate transmission service, Customer may elect full requirements service only for that portion of such usage serving (1) its own core customers' requirements, on an aggregate basis, and/or (2) the requirements, on an individual basis, of those noncore customers designated by Customer as requesting such service; as set forth in the Customer's Contract. Customer must provide Utility sufficient information to establish the usage requirements of its designated full requirements load.
- 89. Customer's full requirements service loads are prohibited from being displaced through use of alternate fuels or bypass pipeline service except (1) in the event of curtailment, (2) to test alternate fuel capability, (3) or where the Utility has provided prior written authorization for the use of alternate fuels or bypass for temporary periods. The Utility shall have the right to review the Customer's records in order to determine compliance hereunder.
- In the event of any unauthorized alternate fuel use or bypass which displaces Customer's full requirement load, Customer must provide the Utility written notice thereof quantifying the extent to which alternate fuel or bypass use occurred. Such notice must be provided prior to the end of the month in which the usage took place. Any unauthorized alternate fuel or bypass use will be subject to a use-orpay charge equal to 80% of the applicable transmission charge. No other use-or-pay charges are applicable to full requirements service.
- 10. Renewal: For contracts with an effective date on or after April 1, 2009, full requirements service will automatically be renewed for an additional two-year term following the initial term or any subsequent two-year term unless either party provides a minimum of twenty (20) days prior written notice that the contract or full requirements service is terminated or replaced by a new contract by the end of such term.

(Continued)

(TO BE INSERTED BY UTILITY) 3385 ADVICE LETTER NO. DECISION NO. 01-12-018

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ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 9, 2004 DATE FILED Jul 19, 2004 **EFFECTIVE** RESOLUTION NO.

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Revised Revised Original

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

37959-G 35961-G 32696-G

Schedule No. GW-VRN WHOLESALE NATURAL GAS SERVICE

Sheet 4

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(Continued)

SPECIAL CONDITIONS (continued)

PARTIAL REQUIREMENTS SERVICE

11. For its firm intrastate transmission service (excluding Customer's full requirements load, if applicable), Customer must contract for a separate annual quantity of gas applicable for each contract year during the term of the Contract. The annual contract quantity may not be changed during the term of the Contract and must be broken down by month into fixed service quantities for each contract year during the Contract term. Customer may request changes to the monthly contract quantities on a month-to-month basis, however, the total of the monthly contract quantities for a contract year must equal the annual contract quantity. The monthly quantity breakdown may be established on the basis of seasonal variations in accordance with Customer's historic usage pattern. The Utility reserves the right to accept or reject any requested contract quantities after considering Customer's historic requirements and other evidence provided by Customer regarding operational changes affecting its consumption.

12. If at the end of a contract year, Customer's partial requirements firm intrastate transmission usage is less than 75% of the firm intrastate transmission contract quantity, Customer will pay <u>use-or-pay</u> charges equal to 80% of the transmission charge for the last billing month of the contract year times the difference between the Customer's actual usage and the 75% threshold.

- 13. <u>Use-or-pay</u> charges applicable to partial requirements firm intrastate transmission service shall only be forgiven to the extent Customer's reduced consumption is specifically due to intrastate curtailment or a Force Majeure event on either the interstate or intrastate systems.
- 14. Renewal: The contract must be renewed by an amendment or a new contract to continue partial requirements service for another term. In the event the contract is not renewed or extended by the end of the current contract term, service will continue to be provided month to month on an interruptible basis under this schedule.

INTERRUPTIBLE INTRASTATE TRANSMISSION

- 154. Customer may elect interruptible intrastate transmission service for all or part of its requirements. The minimum contract term for such service shall be one month.
- 165. By mutual agreement, the Utility and Customer may negotiate interruptible intrastate transmission charges for a term of service of less than five years without CPUC approval. Any such negotiated transmission charges shall be set forth in the Customer's Contract. Any such contract must be submitted by letter to the CPUC and made available for public inspection. No other charges for service under this schedule shall be negotiable unless CPUC approval is first obtained.
- 176. All contracts for a term of service of five years or longer ("long-term") meeting the guidelines set forth in Decision No. 92-11-052 must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure adopted in Decision No. 92-11-052. All other long-term contracts must be filed by advice letter for prior CPUC approval.

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 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3385 \\ \text{DECISION NO.} & 01\text{-}12\text{-}018 \\ \end{array}$

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ISSUED BY
Lee Schavrien
Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jun 9, 2004
EFFECTIVE Jul 19, 2004
RESOLUTION NO.

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SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 37960-G LOS ANGELES, CALIFORNIA CANCELING Revised 35961-G CAL. P.U.C. SHEET NO.

Schedule No. GW-VRN
WHOLESALE NATURAL GAS SERVICE

Sheet 5

(Continued)

SPECIAL CONDITIONS (continued)

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PEAKING SERVICE

187. Customer who receive gas transportation service from an alternate service provider may be subject to the provisions of the Peaking Service Tariff, GT-PS.

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3385 01-12-018 DECISION NO.

5C0

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 9, 2004 DATE FILED Jul 19, 2004 **EFFECTIVE** RESOLUTION NO.

MASTER SERVICES CONTRACT

SCHEDULE A

INTRASTATE TRANSMISSION SERVICE

and		s Agreement is entered into by and between Southern California Gas Company ("Utility") ———————————————————————————————————
		("Customer") as of the day of This Agreement shall be deemed attached to and incorporated as a
Sch	edule	in the Master Services Contract ("MSC") executed by the Parties.
part		W THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the gree as follows:
Sec	tion 1	1 - Scope
A.	Inte	e <u>nt</u>
and	sport Tarif	Agreement sets forth the general terms and conditions under which Utility will transport gas, or and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules ff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California), as are in effect from time to time.
spec be c	Agre cified constr	he extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in ement. All <u>tariffed</u> transmission services by Utility shall be paid for by Customer at the rates in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall used as preventing Utility and Customer from mutually agreeing to conditions which are more than set forth in the Tariffs.
В.	Effe	ective Date/Term
	(1)	The Effective Date of this Agreement shall be as of 12:00 AM on
	(2)	The <u>iInitial</u> <u>tTerm</u> of this Agreement shall <u>extend from the Effective Date and</u> end on
	(3) E	Billing Schedule Sequences for terms less than the initial term of this Agreement may be amended or renewed upon expiration as permitted or required in the applicable Tariffs on file with the CPUC. In the event any such Billing Schedule Sequences are not amended or renewed by the Customer, an available Tariff Service that allows a month term may be provided.
	ess ter	he end of the initial term, this Agreement shall continue thereafter on a month to month basis minated by written notice from one party to the other given not less than twenty (20) days prior t day of the initial term or any month thereafter.
<u>C.</u>	Ren	newals/Amendments
	(1)	Upon the expiration of any Billing Schedule Sequence term in Section 2, such Sequence shall automatically continue at the Otherwise Applicable Rate for the renewal period shown, unless that Sequence or this Agreement is amended or terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial

Sequence/Agreement term or any subsequent term thereafter.

(2) The Otherwise Applicable Rates and renewal periods shown in Section 2 are subject to change pursuant to Utility's applicable Tariffs.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

Facility Name: Account Number Address:	:	racinty A					
Mail copy of Bill	to this Facility:						
Facility Mailing	Address:						
Supplemental Fac	eility Account Number(s	:)Measurement Location	on(s): 				
Full Requirement	s(Noncore	only)					
	<u>Fa</u>	cility Customer Cont	<u>acts</u>				
Name:	Operations	Name:		Emergency			
		Title:	Title:				
		Address:÷					
Tel. No: Fax No: Wireless Phone:		Tel No:Fax No:Wireless P	hone:				
Customer shall no for this facility.	otify Utility in the event	of any change in the g	as requi	rements or notificat	tion designations		
	BILLIN	G SCHEDULE SEQU	ENCE ()1			
Rate Schedule	Priority	Net Billed	Trai	nsmission Rates riff/Negotiated	Otherwise Applicable Rate		
The term of this s thereafter on the	equence is for	· · · · · · · · · · · · · · · · · · ·		nd shall automatical utomatic renewal po			
	MONTHLY SC	HEDULED QUANT	TTY (T	THERMS)			
January		July					
Februa <u>r</u> y		August					
March		September	er		_		
April		October			_		
May		Novembe	r				
June		Decembe					

Annual Quantity					Use or Pay Aggregator (Yes/No)			
Customer's regular days for operations under this sequence are:								
M T	W	Th	F		_ Sat	Sun		
	BILLING	SCHEDU	LE SEQU	JENCE	02			
Rate Schedule Priority		Net Billed		Transmission Rates Tariff/Negotiated		Otherwise Applicable Rate		
The term of this sea	uence is for	(months or v	vears) a	and shall automatic	ally continue		
	herwise Applicable Ra							
	(months or years).		•		•			
	MONTHLY SCI	JEDIJI EI	OHANT	TTV (T	THEDMS)			
January _	MONTILI SCI	IEDULEI	July	111 (1	TIERWIS)			
February _			August					
March			Septembe	r				
April _			October					
May _			November	r				
June December								
Annual Quantity Use or Pay <u>Aggregator</u> (Yes/No) Customer's regular days for operations under this sequence are:								
M T W Th F Sat Sun								
Section 3 - Other Existing Transportation/Exchange Arrangements (1) Customer has existing intrastate transportation/exchange arrangements with Utility: (2) Date of Arrangement:								
(3) Term of Arrangement:								
(4) This Agreement shall have no impact on such existing arrangement except:								
Section 4 - Transportation Services Customers "Order Control Code" (OCC) for gas transportation by Utility is:								
In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by the cCustomer, including but not limited to the use of Agent or Contracted								

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 6 - Transfer of Rights

Section 7 - Miscellaneous

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

A. <u>U</u>	Use or Pay Aggregator:	
extent B, Fori	applicable, appropriate authorization m. No. 6597-2 (including the the term	cally be authorized to access Customer's meter usage. To the by Customer must have completed and executed MSC Schedus and conditions thereof) has been executed and such Form is from time to time) into this Agreement.
B. <u>C</u>	Contacts/Notices:	
	Any written notices from one party to ving locations (unless changed by seve	the other affecting this Agreement shall be sent to the en days prior written notice):
	Customer	Utility
Attn:		Attn:
Title:	 1:	Title:
F-mail		
<u>E-mail</u> C. <u>D</u> A	<u>Definitions</u> :	including without limitation Utility Rule No. 1, are
E-mail C. <u>D</u> A	Definitions: All definitions set forth in the Tariffs, i	including without limitation Utility Rule No. 1, are
E-mail C. <u>D</u> A incorpo D. <u>M</u>	Definitions: All definitions set forth in the Tariffs, is porated herein by reference as if set for Miscellaneous Legal Provisions:	including without limitation Utility Rule No. 1, are
E-mail C. <u>D</u> A incorpo D. <u>M</u>	Definitions: All definitions set forth in the Tariffs, is porated herein by reference as if set for Miscellaneous Legal Provisions: This Agreement incorporates by reference	including without limitation Utility Rule No. 1, are rth in full.
E-mail C. <u>D</u> A incorpo D. <u>M</u> Ti E. <u>S</u>	Definitions: All definitions set forth in the Tariffs, is porated herein by reference as if set for Miscellaneous Legal Provisions: This Agreement incorporates by refere Special Conditions: The following special Conditions:	including without limitation Utility Rule No. 1, are rth in full. nce all terms and conditions of the MSC. ecial conditions of service are applicable hereto:
E-mail C. <u>D</u> A incorpo D. <u>M</u> Ti E. <u>S</u> i	Definitions: All definitions set forth in the Tariffs, is porated herein by reference as if set for Miscellaneous Legal Provisions: This Agreement incorporates by refere Special Conditions: The following special Conditions: The following special Conditions: The following speci	including without limitation Utility Rule No. 1, are rth in full. nce all terms and conditions of the MSC. ecial conditions of service are applicable hereto:
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E-mail C. <u>D</u> A incorpo D. <u>M</u> Ti E. <u>Si</u> IN WI' origina	Definitions: All definitions set forth in the Tariffs, is porated herein by reference as if set for Miscellaneous Legal Provisions: This Agreement incorporates by refere Special Conditions: The following special Conditions: The following special Conditions: The following speci	including without limitation Utility Rule No. 1, are rth in full. Ince all terms and conditions of the MSC. Ince all terms and conditions of the MSC. Ince all terms and conditions of the particular applicable hereto: Ince all terms and conditions of the particular applicable hereto: Ince all terms and conditions of the MSC. Ince all terms and conditions of the MSC.

Name:	Name:
Title:	Title: