

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



January 16, 2014

Advice Letter 4459-G-A

Rasha Prince, Director
Regulatory Affairs
Southern California Gas
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

Subject: Establishment of Compression Services in Compliance w/D.12-12-037

Dear Ms. Prince:

Advice Letter 4459-G-A is effective January 19, 2014, per Resolution G-3482.

Sincerely,

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

Edward F. Randolph, Director
Energy Division



Rasha Prince
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.5141
Fax: 213.244.4957
RPrince@semprautilities.com

February 4, 2013

Advice No. 4459
(U 904 G)

Public Utilities Commission of the State of California

Subject: Establishment of Compression Services in Compliance with D.12-12-037

Southern California Gas Company (SoCalGas) hereby submits for filing with the California Public Utilities Commission (Commission) revisions to its tariffs, applicable throughout its service territory, as shown in Attachment B.

Purpose

The purpose of this filing is to establish a new schedule and form and balancing and tracking accounts to implement a compression service offering in compliance with Ordering Paragraphs (OP) 1 through 6 of Decision (D.) 12-12-037, granting SoCalGas' application to establish a Compression Services Tariff (CST).

Background

On November 3, 2011, SoCalGas filed Application 11-11-011 requesting Commission authority to offer a new optional tariff service to meet the current and future needs of non-residential customers requiring natural gas compression above the standard line pressure for customer end-use applications. D.12-12-037, issued on December 27, 2012, granted SoCalGas' application to establish a CST. The decision finds that SoCalGas' new compression service offering "is in the public interest because it offers additional choice to consumers and makes more widely available a service that reduces the health and environmental impacts from air pollution, reduces greenhouse gas emissions, and will lead to an increase in the use of natural gas, an alternative to gasoline and diesel fuel."¹ Additionally, the decision found that proposed pricing methodology assures reasonable rates, and the reporting, cost tracking and marketing regulations would prevent SoCalGas from acquiring an unfair competitive advantage. The decision concludes that authorizing the filing of tariffs for this service is consistent with the law. The decision authorizes SoCalGas to file a Tier 3 advice letter for a Compression Services Tariff within six months of the effective date of the decision that offers compressed natural gas services to non-residential customers.

¹ D.12-12-037 at 2.

Proposed Tariffs

SoCalGas proposes to establish a new schedule, form, and balancing and tracking accounts as follows:

- In compliance with OP 2, under the new CST, Schedule No. GO-CMPR², SoCalGas will design, procure, construct, own, operate, and maintain on customer premises, equipment associated with the compression of natural gas in order to provide gas service at pressure requested by the customer and agreed to by SoCalGas pursuant to a service contract (Compression Services Agreement, Form 8100) that includes cost and rate components, adjustments, performance requirements, and payment terms agreed upon in advance by the customer and SoCalGas. SoCalGas shall use established methodologies identical to those used in general rate cases, to set the price of this service, and to ensure that the customer bears the cost of the services provided.
- In compliance with OP 3, SoCalGas establishes new balancing and tracking accounts to ensure that customers taking service through the CST bear all costs and risks associated with the provision of the service and to ensure that non-participating customers bear none of the costs and risks associated with the CST. The Compression Services Balancing Account (CSBA) will be used by SoCalGas to credit ratepayers for the use of embedded costs in providing compression services. In addition, the Compression Services Tracking Account (CSTA) will be used by SoCalGas solely to monitor its pricing effectiveness in recovering its cost of service in providing compression services.

Other Ordered Requirements

- In compliance with OP 4, SoCalGas submits as Attachment C, a competitively neutral script that will be used in answering inquiries concerning the CST. Employees who will respond to these inquiries will be trained on the use of this script and will be required to communicate the competitively neutral information to customers inquiring about the CST.
- In compliance with OP 5, SoCalGas submits as Attachment D (both in clean and redline versions), competitively neutral language that will be displayed on the CST page on SoCalGas' website.
- In compliance with OP 6, by the end of the ninth month following authorization of the CST, SoCalGas will begin submitting semi-annual report to verify the provision of new service on a non-discriminatory basis. The report will include information on the total volume of compressed gas services provided in SoCalGas' service territory and the volume of compressed gas services through SoCalGas' CST.

Changes Made to the Tariffs Filed in the Application

For ease of review, redlines of Schedule No. GO-CMPR and the Compression Services Agreement form are included as Attachment E.

² The exemplary tariff filed in A.11-11-011 designated the schedule as GO-COMP. SoCalGas requests that the designation be changed to GO-CMPR which it believes is more descriptive.

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 which is February 24. 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 Maria Salinas (EDTariffUnit@cpuc.ca.gov). 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

Ordering Paragraph 1 of D.12-12-037 authorizes SoCalGas to file this advice letter as Tier 3 and, as such, requires a resolution to be issued by the Commission. SoCalGas requests that it be included as an item in the Commission Meeting Agenda of March 21, 2013.

Notice

A copy of this advice letter is being sent to the parties listed on Attachment A, which includes interested parties in A.11-11-011.

Rasha Prince
Director
Regulatory Affairs

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SOUTHERN CALIFORNIA GAS COMPANY (U 904G)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Sid Newsom

Phone #: (213) 244-2846

E-mail: SNewsom@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 4459

Subject of AL: Establishment of Compression Services

Keywords (choose from CPUC listing): Compression

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.12-12-037

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: No

Resolution Required? Yes No Tier Designation: 1 2 3

Requested effective date: 3/21/13 No. of tariff sheets: 14

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule GO-CMPR, PS V, PS VII, Sample Forms, TOCs

Service affected and changes proposed¹ See Advice Letter

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
EDTariffUnit@cpuc.ca.gov

Southern California Gas Company
Attention: Sid Newsom
555 West 5th Street, GT14D6
Los Angeles, CA 90013-1011
SNewsom@semprautilities.com
tariffs@socalgas.com

¹ Discuss in AL if more space is needed.

ATTACHMENT A

Advice No. 4459

(See Attached Service Lists)

ATTACHMENT B
Advice No. 4459

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Original 48857-G	PRELIMINARY STATEMENT - PART V - BALANCING ACCOUNTS, COMPRESSION SERVICES BALANCING ACCOUNT (CSBA)	
Original 48858-G	PRELIMINARY STATEMENT - PART VII - TRACKING ACCOUNTS, COMPRESSION SERVICES TRACKING ACCOUNT (CSTA)	
Original 48859-G	Schedule No. GO-CMPR, Compression Service, Sheet 1	
Original 48860-G	Schedule No. GO-CMPR, Compression Service, Sheet 2	
Original 48861-G	Schedule No. GO-CMPR, Compression Service, Sheet 3	
Original 48862-G	Schedule No. GO-CMPR, Compression Service, Sheet 4	
Original 48863-G	Schedule No. GO-CMPR, Compression Service, Sheet 5	
Original 48864-G	Schedule No. GO-CMPR, Compression Service, Sheet 6	
Original 48865-G	SAMPLE FORMS - CONTRACTS, Compression Services Agreement (Form No. 8100)	
Revised 48866-G	TABLE OF CONTENTS	Revised 48850-G
Revised 48867-G	TABLE OF CONTENTS	Revised 48559-G
Revised 48868-G	TABLE OF CONTENTS	Revised 48852-G
Revised 48869-G	TABLE OF CONTENTS	Revised 47379-G
Revised 48870-G	TABLE OF CONTENTS	Revised 48688-G

PRELIMINARY STATEMENT - PART V - BALANCING ACCOUNTS
COMPRESSION SERVICES BALANCING ACCOUNT (CSBA)

N
N

1. Purpose

N

The CSBA is an interest bearing balancing account recorded on SoCalGas' financial statements. The purpose of this account is to record the ratepayer's allocation of the general rate case embedded costs used in providing compression services under Schedule GO-CMPR as authorized in Decision 12-12-037.

2. Applicability

The CSBA shall apply to all gas customers.

3. Rates

The projected year-end CSBA balance will be applied to gas transportation rates.

4. Accounting Procedures

SoCalGas shall maintain the CSBA by recording entries at the end of each month, net of FF&U, as follows:

- a. A credit entry equal to the embedded costs used in providing compression services;
- b. A debit entry equal to amortization as approved by the Commission; and
- c. An entry equal to interest on the average balance in the account during the month, calculated in the manner described in Preliminary Statement, Part I, J.

5. Disposition

In each annual October regulatory account balance update filing, SoCalGas will amortize the projected year-end CSBA balance effective January 1 of the following year. The projected year-end balance will be allocated to core and noncore customers based on the relative percentage of revenues from core and noncore compression service customers.

N

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

PRELIMINARY STATEMENT - PART VII - TRACKING ACCOUNTS
COMPRESSION SERVICES TRACKING ACCOUNT (CSTA)

N
N

1. Purpose

N

The CSTA is a tracking account that is not reflected on SoCalGas' financial statements. The purpose of the CSTA is to track the difference between the revenues collected from compression services customers and the actual O&M and capital revenue requirements associated with providing compression services under Schedule GO-CMPR. The CSTA will be mainly used by SoCalGas to monitor SoCalGas' effectiveness in providing compression services to customers. Since recovery of compression services costs will be recovered directly from compression services customers through miscellaneous revenues under Schedule GO-CMPR, these costs and miscellaneous revenues will be excluded for cost recovery in SoCalGas' general rate case proceedings. This will ensure that ratepayers are not impacted by any under or overcollection of revenue associated with providing compression services, as directed in Commission Decision 12-12-037.

2. Applicability

See Purpose Section.

3. Rates

Not Applicable.

4. Accounting Procedures

SoCalGas shall maintain the CSTA by recording entries at the end of each month as follows:

- a) A debit entry equal to the actual revenue requirements (i.e., O&M and capital-related costs such as depreciation, income taxes and return) associated with providing compression services;
- b) A debit entry for uncollectible costs associated with compression services; and
- c) A credit entry for compression services revenues billed to compression services customers.

5. Disposition

See Purpose Section.

N

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

Schedule No. GO-CMPR
Compression Service

Sheet 1

APPLICABILITY

Applicable to qualified Applicants requiring Compression Services, provided by Utility's ownership and operation of Compression Facilities located on Applicant's Premises. Service under this Schedule is available to qualified nonresidential Applicants in SoCalGas' service territory. Compression Services under this Schedule is conditional upon arrangements mutually satisfactory to the Applicant and the Utility for design, location, construction, and operation of required Compression Facilities.

Service under this Schedule is optional subject to the terms and conditions set forth herein.

TERRITORY

Applicable throughout Utility's service territory.

GENERAL

1. **APPLICANT REQUIREMENTS.** Applicant shall provide Utility with its compression requirements.
2. **DESIGN.** Utility will be responsible for planning, designing, procuring, installing, constructing, and engineering the Compression Facilities using the Utility's standard for design, materials, and construction.
3. **OWNERSHIP OF COMPRESSION FACILITIES.** Compression Facilities installed under the provisions of this Schedule shall be owned, operated, and maintained by Utility. Applicant shall own, operate, and maintain any and all equipment and facilities beyond the Service Delivery Point.
4. **PLACEMENT OF COMPRESSION FACILITIES AND RIGHTS-OF-WAY.** Applicant shall provide an appropriate location and Protective Structures for the safe and secure placement and operation of Compression Facilities as required by Utility. Applicant shall provide rights-of-way, leases and/or easements as required by Utility, to Utility to install Compression Facilities on Applicant's Premises to serve the Applicant.
5. **ACCESS TO APPLICANT'S PREMISES.** Utility shall have at all times the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of Compression Services or other gas services and the exercise of any and all rights secured to it by law, or under Utility's tariff schedules. These rights include, but are not limited to:
 - a. The use of a Utility-approved locking device to prevent unauthorized access to Utility's facilities;
 - b. Safe and ready access for Utility personnel, free from unrestrained animals;

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

Schedule No. GO-CMPR
Compression Service

Sheet 2

N
N

(Continued)

GENERAL (Continued)

N

5. ACCESS TO APPLICANT’S PREMISES (Continued)

- c. Unobstructed ready access for Utility’s vehicles and equipment to install, remove, repair, or maintain Compression Facilities; and
- d. Removal of any and all of Utility’s property installed on or below Applicant’s Premises after the termination of Compression Services.

6. SERVICE CONNECTIONS. Only personnel duly authorized by Utility are allowed to connect or disconnect Compression Facilities to or from the Service Delivery Point, remove Compression Facilities, or perform any work upon Compression Facilities or Utility-owned existing facilities.

7. APPLICANT RESPONSIBILITIES. In accordance with Utility’s design, specifications, and requirements for the installation, maintenance and operation of Compression Facilities, Applicant shall have the following responsibilities:

- a. Applicant shall be solely responsible for electric service and all electric bills and electric costs, including electricity to run Compression Facilities, during construction and operating periods and all other utility services required.
- b. Applicant shall be solely responsible for obtaining traditional Utility uncompressed gas transportation service to the Premises and natural gas commodity through either a marketer or Utility under the G-NGV rate or other applicable tariff. If gas service or gas service upgrade is necessary, it will be established pursuant to Rule Nos. 20 and 21.
- c. Applicant shall be solely responsible, at Applicant’s own liability, risk and expense, to plan, design, install, construct, own, maintain, and operate facilities and equipment beyond the Service Delivery Point in order to properly receive and dispense compressed natural gas, including, but not limited to, fast fill dispensers, time fill posts and hoses, and any required high pressure piping, fittings, valves, regulators, appliances, fixtures, and apparatus of any kind or character required for interconnection with Compression Facilities, all of which shall conform to industry standards and applicable laws, codes, and ordinances of all governmental authorities having jurisdiction, including any applicable environmental laws. Detailed information on Utility’s service equipment requirements will be furnished by Utility to Applicant.
- d. Applicant shall make arrangements to shut down the operation of existing equipment as needed to allow Utility to tie into existing gas piping (both on the supply side and on the high-pressure side), to tie into the electrical system to provide power to the Compression Facilities, to tie into the existing grounding system, and to tie into existing control/emergency systems.

N

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

Schedule No. GO-CMPR
Compression Service

Sheet 3

N
N

(Continued)

GENERAL (Continued)

N

7. APPLICANT RESPONSIBILITIES (Continued)

- e. Applicant (i) shall limit access and take all necessary steps to prevent Compression Facilities from being damaged or destroyed, (ii) shall not interfere with Utility's ongoing operation of Compression Facilities, and (iii) shall provide adequate notice to Utility through Utility's representative identified in the Compression Services Agreement prior to any inspection of Compression Facilities by regulatory agencies.
- f. Utility shall incur no liability whatsoever, for any damage, loss, or injury occasioned by or resulting from:
 - i. The selection, installation, operation, maintenance or condition of Applicant's facilities or equipment; or
 - ii. The negligence, omission of proper shut-off valves or other protective and safety devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant installing, maintaining, using, operating, or interfering with its own pipes, fittings, valves, regulators, appliances, fixtures, or apparatus.
- g. Applicant shall meet all Utility requirements regarding creditworthiness and insurance.
- h. Applicant shall indemnify, defend and hold harmless Utility and its authorized officers, employees, and agents from any and all claims, actions, losses, damages and/or liability of every kind and nature in any way connected with or resulting from the violation or non-compliance with any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Premises, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of the Compression Services or Compression Facilities ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Applicant and Utility, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that Utility may stop work, terminate Compression Services, redesign the Compression Facilities to a different location or take other action reasonably necessary to install the Compression Facilities without incurring any Pre-Existing Environmental Liability.

N

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

Schedule No. GO-CMPR
Compression Service

Sheet 4

(Continued)

GENERAL (Continued)

7. APPLICANT RESPONSIBILITIES (Continued)

- i. Applicant shall be responsible for the additional costs required to modify or maintain Compression Facilities or to provide Compression Services due to any changes in local, state or federal laws, regulations or permit requirements.

8. UTILITY RESPONSIBILITIES

- a. Utility shall plan, design, procure, install, construct, own, operate, and maintain Compression Facilities sufficient to provide Compression Services to Applicant.
- b. Utility shall be responsible for applying for any necessary permits to construct and operate the Compression Facilities, however Applicant shall be responsible, at its own cost and expense without any dollar contribution or reimbursement from Utility, for any modification(s) to Premises required by any permit.
- c. Utility or its subcontractor shall be responsible for the operation of the Compression Facilities and shall perform all preventative maintenance, including regular inspections, on Compression Facilities consistent with the manufacturer's recommendations and regulatory requirements.
- d. Utility shall be responsible to remove Compression Facilities at the end of the term of the Compression Services Agreement or any extensions thereof, and Applicant shall allow Utility a sufficient amount of time to complete removal of Compression Facilities.

RATES

Utility and Applicant will negotiate a rate structure based on Utility's expected cost of service over a period agreed upon by the parties.

The rate structure shall be designed to recover costs including, but not limited to, depreciation, returns to capital, income taxes, property taxes, Operation and Maintenance (O&M) expense, repair expense, Administrative and General (A&G) expense, Franchise Fees, Uncollectibles, and insurance. Upon early termination of the Compression Services Agreement for any reason other than Utility's default under the Compression Services Agreement, Utility shall recover from Applicant an amount based on Utility's unrecovered ownership and removal costs and any early-termination provisions in Utility's subcontracts.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVISE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

Schedule No. GO-CMPR
Compression Service

Sheet 6

(Continued)

DEFINITIONS

1. **COMPRESSION FACILITIES.** Facilities to be placed on Applicant's Premises in order to provide Compression Services (to be identified in Exhibit A of the Compression Services Agreement) including, but not limited to:
 - a. Compressors, gas dryers, storage vessels, and any other equipment needed to supply gas pressure to Applicant's facilities at times and levels required by Applicant's operations;
 - b. Integrated equipment that includes a compressor and peripheral equipment related to Applicant's specific application; and
 - c. Other associated equipment that may be requested by Applicant and agreed to by Utility.
2. **COMPRESSION SERVICES.** Compression of natural gas delivered to the Applicant by the Utility to levels agreed upon by both the Utility and Applicant through the use of Compression Facilities located on Applicant's Premises.
3. **COMPRESSION SERVICES AGREEMENT.** Agreement between Applicant and Utility describing Compression Services to be provided to Applicant and Compression Facilities to be installed by Utility, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.
4. **PREMISES.** All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided (excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions) by a dedicated street, highway, or other public thoroughfare, or a railway.
5. **PROTECTIVE STRUCTURES.** Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by Utility, permitting agencies, or other regulations.
6. **SERVICE DELIVERY POINT.** Physical point(s) of delivery to the Applicant downstream of Compression Facilities. Each Service Delivery Point shall be clearly marked or tagged physically and identified in the Compression Services Agreement.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014

RESOLUTION NO. _____

SAMPLE FORMS - CONTRACTS
Compression Services Agreement (Form 8100)

N
N

(See Attached Form)

N

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 4, 2013
EFFECTIVE Jan 19, 2014
RESOLUTION NO. _____

COMPRESSION SERVICES AGREEMENT

This Compression Services Agreement ("Agreement") is entered into as of _____, 20__ ("Effective Date") by and between Southern California Gas Company ("Utility"), a California corporation and _____, ("Applicant") a _____ for natural gas compression services for Applicant's facilities located at _____ (the "Site"). Capitalized terms not defined herein shall have the meaning ascribed to them in the [Compression Tariff ("Tariff")].

The Parties hereby agree as follows:

1. **COMPRESSION SERVICES** - Utility shall provide the following generally described Compression Services through the ownership, maintenance and operation of Compression Facilities consistent with its regulatory rules and requirements as further described in the Tariff and Exhibit A – Technical Services Scope of Work: Gas conditioning (drying) and compression services to increase the pressure of natural gas received at the outlet of a meter set assembly to a higher pressure for the purposes of _____. The location of Compression Facilities at the Site shall be described in Exhibit B – Location of Compression Facilities at Site.

2. **SERVICE FEE**
 - a. Applicant shall pay Utility the following monthly service fee[s] ("Service Fee") for the duration of the contract term of _____ (____) years for the Compression Services: [_____ Dollars (\$_____) per month for the capital component and _____ Dollars (\$_____) per month for the operations and maintenance component].

 - b. _____ [Add additional pricing requirements such as annual adjustments to the Service Fee.] Additional pricing assumptions are listed in Exhibit C attached hereto and made a part hereof.

 - c. The Service Fee will commence accruing on the first day of the month following the date the Utility is first ready to place the Compression Facilities into service ("Service Commencement Date") and continue to be payable monthly until the end of the term of this Agreement. Utility will notify Applicant, in writing (which may be through its invoice) of the Service Commencement Date. The Service Fee, and any alternate payment arrangements are provided for at the discretion of Utility and are subject to the Applicant's creditworthiness, practicality of monthly or alternate payment arrangements, difficulty of administration of the Agreement, and other factors. Utility shall establish a credit requirement for the Applicant in a form and amount acceptable to Utility prior to the Service Commencement Date. Security may be required and/or supplemented at a future date if Utility determines that a material change has occurred, or becomes aware of a material change in Applicant's financial position. Upon request, Applicant shall be required to furnish Utility with financial and other relevant information satisfactory to Utility during the term of this Agreement.

- d. Utility will bill Applicant on a monthly basis and such bills shall be due and payable by Applicant within nineteen (19) calendar days after the date of the bill. If payment is not received by Utility by the due date, late payment charges will be imposed at a fixed amount equal to ___% of the amount past due. Billing and late payment charges will be consistent with Utility’s applicable tariff schedules as filed from time to time with the California Public Utilities Commission (“Commission”). If a bill remains unpaid for a period of seven (7) days following the date of past due notice to Applicant, Utility may, in addition to any other rights and remedies available under this Agreement or at law or in equity, suspend further the Compression Services until such bill is paid or in the alternative, terminate this Agreement, remove Compression Facilities and charge the Termination Payment in Section 10 below.
3. TERM - This Agreement shall commence as of the Effective Date and shall be in full force and effect for a period of ____ [years after the Service Commencement Date through _____] (the “Initial Term”), unless terminated earlier in accordance with the terms hereof. [Add any renewal terms such as the following: At the end of the Initial Term, this Agreement will automatically renew for consecutive _____ month terms (“Renewal Terms”) unless and until either party provides at least _____ months’ prior written notice to the other party to terminate the Agreement.]
 4. REGULATORY REQUIREMENTS – This Agreement shall at all times be subject to such changes or modifications by the Commission, as said Commission may, from time to time, direct in the exercise of its jurisdiction. This Agreement is subject to and incorporates by reference all of Utility’s applicable tariff schedules as filed from time to time with the Commission, including, but not limited to, Rules 1, 2, 4, 9, 12, 13, 20, 21 and 22.
 5. REPRESENTATIVES
 - a. Utility Representative: _____
 - i. Utility designates, and Applicant accepts, the individual named above as Utility’s representative for all matters relating to Utility's performance of Compression Services under this Agreement.
 - ii. The actions taken by Utility’s representative regarding such performance shall be deemed the acts of Utility. Utility may at any time, upon written notice to Applicant, change the designated representative.
 - b. Applicant Representative: _____
 - i. Applicant designates, and Utility accepts, the individual named above as Applicant’s representative for all matters relating to Applicant’s obligations under this Agreement.

- ii. The actions taken by Applicant's representative shall be deemed the acts of Applicant. Applicant may at any time, upon written notice to Utility, change the designated representative.

6. NOTICES OR DEMANDS - Any notice, request, demand or other communication required or permitted under this Agreement, shall be in writing and shall be deemed to be properly given by the sender and received by the addressee (1) when personally delivered; (2) as of the date of the signed return receipt if deposited with the U.S. Postal Service by certified or registered mail, postage prepaid, with a return receipt requested; or (3) upon electronic confirmation of successful transmission by the sending fax machine if sent by facsimile, with a hard copy in confirmation sent as provided in clause (2) above. Each party shall endeavor to cause all correspondence from it to the other party to reference the contract number specified on the cover page of this Agreement. Notices shall be addressed as follows to:

- a. [Utility]
- b. [Applicant]

7. INSURANCE

- a. Applicant agree to obtain and maintain at Applicant's sole cost and expense the following types and amounts of insurance coverage for the entire term of this Agreement to insure against any and all liabilities, claims, losses, damages or expenses resulting from Applicant's facilities located at the Site and Applicant's responsibilities under the Tariff and this Agreement:
 - i. Workers' Compensation and Employers' Liability Insurance - In accordance with the laws of California, Applicant shall maintain in force Workers Compensation insurance for all of its employees. Applicant shall also maintain Employers' Liability coverage in an amount of not less than \$__,000,000.00 (___ Million Dollars) per accident and per employee for disease. In lieu of such insurance, Applicant may maintain a self-insurance program meeting the requirements of California along with the required Employers' Liability insurance. Such insurance shall contain a waiver of subrogation in favor of Utility.
 - ii. Commercial or Business Automobile Liability Insurance – Applicant shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property, (including loss of use thereof), and occurring in any way related to the use by or on behalf of Applicant, including loading or unloading of any of Applicant's automobiles (including owned, non-owned, leased, rented and/or hired vehicles). Such coverage shall be in an amount of not less than \$__,000,000.00 (___ Million Dollars) combined single limit.

- iii. Commercial General Liability Insurance – Applicant shall carry and maintain on an “occurrence” form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability covering all operations of Applicant on the Site which policy shall contain a waiver of subrogation in favor of Utility. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than \$__,000,000.00 (___ Million Dollars) per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
 - iv. Pollution Liability Insurance – Applicant shall maintain pollution liability insurance or insurance policies in an amount not less than \$__,000,000.00 (___ Million Dollars) each claim. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
- b. On or before the effective date of this Agreement, and thereafter during its term, Applicant shall provide Utility with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Section. Utility shall not commence Compression Services until Applicant has obtained all insurance required by this Section and has provided acceptable certificates of insurance to Utility for review and approval. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to Utility, ten (10) days for non-payment of premium. Applicant shall provide Utility with renewal certificates of insurance or binders within five (5) business days prior to or after such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement.
- c. The required policies and any of Applicant’s policies providing coverage in excess of the required policies shall provide that the coverage is primary for all purposes and Applicant shall not seek any contribution from any insurance or self-insurance maintained by Utility. All required policies of insurance shall be written by companies having an A.M. Best rating of “A -, VII” or better, or equivalent. Applicant shall be solely responsible for any deductible or self-insured retention on insurance required hereunder this Agreement.
- d. Utility, its parent company, and its subsidiaries, affiliates and their respective officers, directors, employees, successors and assigns shall be named as additional insureds for policies listed above, except for Workers’ Compensation. Commercial General Liability insurance shall provide a severability of interest or cross-liability clause. Applicant shall not violate nor knowingly permit to be violated any condition of the policies required under this Section.

8. EXCUSABLE DELAYS

- a. Utility shall notify Applicant in writing immediately of any delay, or anticipated delay in Utility's performance of this Agreement due to the occurrence of events of Force Majeure (as hereinafter defined), including causes or circumstances beyond the reasonable control of Utility, and the reason for and anticipated length of such delay. Applicant will extend the Initial Term or any Renewal Terms for a period equal to the time lost by reason of the Force Majeure delay. Utility and Applicant shall mutually agree on any additional capital contribution of either party due to any such extension of time. Any extension to the term of this Agreement pursuant to this Section 8 shall be documented by a written amendment to this Agreement signed by both parties. For purposes of this Agreement, "Force Majeure" shall mean any occurrence beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure which causes the party to be unable to perform its obligations, except to make payments as required under this Agreement, which by exercise of due foresight such party could not reasonably have been expected to avoid and which such party is unable to overcome by the exercise of due diligence. Such occurrences may include, but are not limited to, acts of God, acts of terrorism, disruption of natural gas supplies, power outages or disruptions, labor disputes, sudden actions of the elements, actions or inactions by federal, state, and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies.
- b. If either party, because of an occurrence of an event of Force Majeure, is unable to perform its obligations in a timely manner under this Agreement, that party shall be excused from whatever performance is affected by the event of Force Majeure to the extent so affected, except as to obligations to make payments as required under this Agreement, provided that:
 - i. The non-performing party, within two weeks after the commencement of the Force Majeure event, gives the other party written notice describing the full particulars of the occurrence.
 - ii. The suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure.
 - iii. The non-performing party shall expeditiously remedy its inability to perform using due diligence until such remedy is complete.
- c. When the non-performing party is able to resume performance of its obligations under this Agreement, that party shall give the other party written notice to that effect. This Section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms that, in the sole but reasonable judgment of the party involved in the dispute, are contrary to its best interest. Settlement of strikes, walkouts, lockouts or other

labor disputes shall be at the sole but reasonable discretion of the party having the difficulty.

9. TAXES

- a. Utility assumes exclusive liability for and shall pay (or cause to be paid by third parties) before delinquency, all federal, state, regional, municipal and local sales, use, excise, ad valorem and other taxes, charges or contributions imposed on, or with respect to, or measured by the Compression Facilities, Compression Services, materials, supplies or labor furnished hereunder, or the wages, salaries or other remunerations paid or provided to individuals contracted with or employed in connection with, the performance of the Compression Services.
- b. Without limiting the generality of this Section 9, Utility agrees to comply with all laws and regulations setting forth withholding requirements for federal and state income taxes, Social Security and Medicare taxes, unemployment and disability insurance premiums applicable to its employees (collectively, the "Withholding Requirements"). Utility also agrees to secure the agreement of each of its subcontractors to comply with all Withholding Requirements applicable to such subcontractor's employees.
- c. Applicant shall be responsible for any increased real property taxes it may be subject to as a result of the Compression Facilities.

10. APPLICANT'S DEFAULT - If Applicant (a) abandons the Site or fails to pay the Service Fee in Section 2 above, or (b) becomes bankrupt or insolvent, or assigns this Agreement, or sublets any part thereof, without the express prior written authorization of Utility, or (c) has a financial change that has or could adversely affect the creditworthiness of the Applicant and fails to provide adequate security acceptable to Utility, or if Applicant does not provide the requested financial information, or (d) violates any of the provisions of this Agreement, and Applicant fails to cure such event of default within seven (7) calendar days after written notice from Utility, Utility may notify Applicant that it will discontinue all or any part of the Compression Services and Applicant shall be obligated to pay a make-whole amount equivalent to all of Utility's unrecovered capital and other ownership costs and including any costs resulting from early termination of Utility's subcontracts ("Termination Payment"). Utility shall be entitled to use any security held on Applicant's account to pay the Termination Payment or reimburse Utility for any costs, expenses or attorneys' fees incurred by Utility as a result of Applicant's default. The remedies herein shall be inclusive, consistent with applicable law, and additional to any other rights or remedies in law or equity, and no action by Utility shall constitute a waiver of any such other rights or remedies. Neither party shall be liable to the other, whether as a result of breach of contract warranty or alleged negligence or other tort, for any special, consequential, incidental or indirect damages including, but not limited to, loss of anticipated profits or revenues, cost of capital, downtime costs and loss of use resulting from either party's performance or nonperformance of its obligations under this Agreement.

11. **ASSIGNMENT** - No part of this Agreement shall be reassigned and/or sublet by Applicant to any other party without the prior written consent of Utility. Unless specifically provided therein, no such written authorization, however, shall be construed as discharging or releasing Applicant in any way from the performance of or the fulfillment of any obligation of Applicant specified in this Agreement. On no less than thirty (30) days' prior written notice to Applicant (which notice shall provide the legal name of the assignee), Utility may assign any part or all of its right and/or delegate its duties under this Agreement to one of its affiliates without further consent or approval of the Applicant.
12. **GOVERNING LAW** - The formation, interpretation and performance of this Agreement shall be governed by and enforced under the laws of the State of California, without reference to principles of conflicts of laws.
13. **VALIDITY** - The invalidity, in whole or in part, of any provisions hereof shall not affect the validity of any other provisions hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. In the event that this Agreement is terminated prior to the expiration date of the term hereof due the invalidity or unenforceability of any term or provision of this Agreement, the parties hereto agree to use good faith efforts to enter into a new agreement or agreements in substantially similar form to this Agreement, correcting or removing the invalid or unenforceable term or provision, in order to carry out the purpose of this Agreement.
14. **COUNTERPARTS** - This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument.
15. **AUTHORITY** - Each individual executing this Agreement on behalf of Applicant and Utility represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, and that this Agreement is binding upon said party in accordance with its terms and conditions.
16. **CAPTIONS** - The captions in this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
17. **COMPLETE AGREEMENT** - This Agreement constitutes the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein, unless stated below. **THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT**

SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE
INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SOUTHERN CALIFORNIA GAS COMPANY	APPLICANT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A - Technical Services Scope of Work

- a. Mechanical equipment including:
 - i. _____,
 - ii. _____,
 - iii. _____,
 - iv. _____,

- b. Electrical equipment including:
 - i. _____,
 - ii. _____,
 - iii. _____,
 - iv. _____,

- c. Other work including:
 - i. _____,
 - ii. _____,
 - iii. _____,
 - iv. _____,

Exhibit B – Location of Compression Facilities at Site

Exhibit C – Pricing Assumptions and Credit Requirements

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4459
 DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Feb 4, 2013
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Competitively Neutral Script

In response to customer inquiries regarding the Compression Services Tariff, SoCalGas will use the following competitively neutral script to respond to customer questions:

Customer Question: What is the Compression Services Tariff?

SoCalGas Response: The Compression Services Tariff is a non-residential, optional tariff service for customers that allows SoCalGas to plan, design, procure, construct, own, operate, and maintain compression equipment on customer premises to meet pressure requirements as requested by the customer and agreed to by SoCalGas. Non-utility service providers may offer services that are the same or similar to the Compression Services Tariff and customers are encouraged to explore these service options. To assist customers in understanding all of their service options, SoCalGas maintains and provides customers with a list of non-utility service providers.¹

Customer Question: What are some examples of end-use applications that would use this tariff?

SoCalGas Response: Examples of customer end-use applications that can be served by the Compression Services Tariff include compressed natural gas (CNG) vehicle refueling stations, combined heat and power (CHP) facilities, and peaking power plants.

Customer Question: Is the Compression Services Tariff mandatory if customers want to have higher than available gas pressure?

SoCalGas Response: No. Customers may elect to install and maintain their own gas compression equipment or engage a third party to install and maintain their gas compression equipment rather than take the Compression Services Tariff from SoCalGas.

Customer Question: Does enrollment in this tariff result in any preferential treatment when it comes to getting gas service?

SoCalGas Response: No. The Compression Services Tariff is a fully elective, optional, non-discriminatory tariff service that is neither tied to any other tariff or non-tariff services the customer may receive from SoCalGas nor will it change the manner in which these services are delivered. As an example, requests for natural gas service are processed on a "first come, first served" basis for all customers, including customers that elect to take the Compression Services Tariff and customers that do not.

Customer Question: Can anyone receive service under the Compression Services Tariff?

SoCalGas Response: The Compression Services Tariff is restricted to non-residential customers only. Any agreement to provide service under the Compression Services Tariff is at SoCalGas' discretion and will depend on nondiscriminatory factors such as safety, system capacity, SoCalGas resource availability, technical feasibility, and acceptability of commercial terms.

¹ The list of non-utility service providers is currently posted at <http://www.socalgas.com/documents/natural-gasvehicles/SupplierDirectory.pdf>.

Attachment C

Advice No. 4459

Customer Question: Under this service, would SoCalGas be responsible for all equipment connected to the compression facilities?

SoCalGas Response: No. This service does not cover any activities down-stream of the point of service delivery which is typically the outlet of the compression facilities. In particular, any retailing or fuel dispensing activities are the responsibility of the tariff customer.

Attachment D
(Clean)

Advice No. 4459

SoCalGas Website Competitively Neutral Language

D.12-12-037, Ordering Paragraph, #5 states “The Southern California Gas Company shall provide information on its website concerning the Compression Services Tariff in a competitively neutral way.

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify current language within the SoCalGas webpage entitled “Building a CNG refueling station”¹, as shown below.

“Building a CNG refueling station

NGVs are convenient for fleets since the vehicles usually return to the same location each night for refueling. Fleet fueling stations can be conveniently located on-site, using either the "fast-fill" or "time-fill" method of fueling. Fast-fill refueling is similar to using a gasoline pump and takes minutes to refuel. Time-fill refueling is usually done overnight, in about five to eight hours. A refueling station may be installed wherever natural gas is available.

Benefits of an on-site station

Building your own compressed natural gas (CNG) station has major benefits for your operation.

1. Fuel production control. With your own station, you know that you will have CNG available exactly when and where you need it and with the capacity you need.
2. Cost. Producing your own CNG on-site is generally less expensive than paying a markup and buying it from someone else. This often results in the lowest available fuel cost per gas gallon equivalent (GGE). You can also save on labor costs in the time saved to make refueling trips to remote stations.
3. Flexibility. A station of your own can be tailored to specific needs. You can build the exact number of time fill posts to refuel every NGV in your fleet. You may also choose to add fast fill dispensers, especially if you choose to offer public access.
4. Goodwill and the bottom line. If you choose to install public access dispensers ("pumps") as part of a new on-site station, it demonstrates your commitment to the community and clean air by providing the public with the ability to conveniently refuel NGVs. And, depending on how you price the CNG, a public station may also provide incremental revenue and Federal tax rebates to help offset the cost of building and operating the station.

¹ The SoCalGas website entitled “Building a CNG refueling station” is currently located at <http://www.socalgas.com/innovation/natural-gas-vehicles/business/station-building.shtml>.

Attachment D
(Clean)

Advice No. 4459

Process for establishing gas service for a CNG refueling station

There is a specific process and certain requirements (pdf) necessary to establish natural gas service for a compressed natural gas (CNG) refueling station. Advanced planning is required for SoCalGas to design and install the facilities necessary to deliver natural gas to the CNG refueling station and information on gas flow rate, pressure and other items will be needed by you or your service provider to design the CNG refueling station. Regardless of your approach to design and construction, SoCalGas has staff available to assist you with getting the information you need in a timely manner. Depending on the engineering and equipment involved, the entire process may take five to seven months. Starting early on the parts of the process involving SoCalGas will help keep your project on schedule. There are two key steps in the process:

1. Complete an NGV Site Evaluation form. Based upon this form, the SoCalGas engineering team will develop a preliminary gas supply plan and calculate the available pressure at the location you have chosen (important for selecting compression equipment). Up to four scenarios can be requested without charge.
2. Complete the Request for Non-Residential Gas Facilities form. Once a decision has been made to proceed with construction, this form will authorize SoCalGas to design the facilities needed to deliver natural gas to the location you have chosen. Once the design is complete, a final project cost, construction schedule, and customer contract will be developed.

SoCalGas has compiled a list of suppliers (pdf)* which includes consultants, component manufacturers, installers and others which may prove helpful to you in this process. Non-utility service providers may offer services that are the same or similar to the SoCalGas Compression Services Tariff and customers are encouraged to explore these service options. Contact Us

For more information, please contact us at 1-800-GAS-2000 or ngvinfo@semprautilities.com.

* Provided for information purposes only. There are numerous qualified non-utility providers of products and services needed for the construction and operation of natural gas compression facilities, but Southern California Gas Company does not recommend or endorse the products or services of any particular party listed herein, or represent that the particular products or services are fit for any particular purpose or use. By publishing this list, Southern California Gas Company is not acting in an advisory capacity and does not assume any responsibility for use of the list by customers. Although commercially reasonable efforts are used in posting this list, no representation is made that it is complete or free from error. Related information is posted at www.socalgas.com. To be

Attachment D
(Clean)

Advice No. 4459

added to the list, please send an email to NGVInfo@semprautilities.com. Vendors are listed alphabetically and the order of listing implies no preference.”²

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify language within the vendor list posted on the SoCalGas web-site (see Appendix B) as shown below:

“...Provided for information purposes only. There are numerous qualified non-utility providers of products and services needed for construction and operation of natural gas compression facilities, but Southern California Gas Company does not recommend or endorse the products or services of any particular party listed herein, or represent that the particular products or services are fit for any particular purpose or use. By publishing this list, Southern California Gas Company is not acting in an advisory capacity, and does not assume any responsibility for use of the list by customers. Although commercially reasonable efforts are used in posting this list, no representation is made that it is complete or free from error. Related information is posted at www.socalgas.com. To be added to the list, please send an e-mail to NGVInfo@semprautilities.com. Vendors are listed alphabetically and the order of listing implies no preference...”

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify the SoCalGas website by adding a new webpage entitled “Compression Services Tariff” (see Appendix A) that will use the information developed for the competitively neutral script (see Attachment C).

² The text “list of suppliers” will contain a hyperlink to an Adobe Acrobat file containing the list of suppliers referenced. The text “Compression Services Tariff” will contain a hyperlink to a separate webpage entitled “Compression Services Tariff”.

Attachment D
(Redline)

Advice No. 4459

SoCalGas Website Competitively Neutral Language

D.12-12-037, Ordering Paragraph, #5 states “The Southern California Gas Company shall provide information on its website concerning the Compression Services Tariff in a competitively neutral way.

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify current language within the SoCalGas webpage entitled “Building a CNG refueling station”¹, as shown below. The deletions are shown as strikethroughs and additions are in bold font.

“Building a CNG refueling station

NGVs are convenient for fleets since the vehicles usually return to the same location each night for refueling. Fleet fueling stations can be conveniently located on-site, using either the "fast-fill" or "time-fill" method of fueling. Fast-fill refueling is similar to using a gasoline pump and takes minutes to refuel. Time-fill refueling is usually done overnight, in about five to eight hours. A refueling station may be installed wherever natural gas is available.

Benefits of an on-site station

Building your own compressed natural gas (CNG) station has major benefits for your operation.

1. Fuel production control. With your own station, you know that you will have CNG available exactly when and where you need it and with the capacity you need.
2. Cost. Producing your own CNG on-site is generally less expensive than paying a markup and buying it from someone else. This often results in the lowest available fuel cost per gas gallon equivalent (GGE). You can also save on labor costs in the time saved to make refueling trips to remote stations.
3. Flexibility. A station of your own can be tailored to specific needs. You can build the exact number of time fill posts to refuel every NGV in your fleet. You may also choose to add fast fill dispensers, especially if you choose to offer public access.
4. Goodwill and the bottom line. If you choose to install public access dispensers ("pumps") as part of a new on-site station, it demonstrates your commitment to the community and clean air by providing the public with the ability to conveniently refuel NGVs. And, depending on how you price the CNG, a public station may also provide incremental revenue and Federal tax rebates to help offset the cost of building and operating the station.

¹ The SoCalGas website entitled “Building a CNG refueling station” is currently located at <http://www.socalgas.com/innovation/natural-gas-vehicles/business/station-building.shtml>.

Attachment D
(Redline)

Advice No. 4459

Process for **establishing gas service for building a new CNG refueling** station

There is a specific process and certain requirements (pdf) **for obtaining necessary to establish** natural gas service ~~and installing and operating for~~ a compressed natural gas (CNG) ~~vehicle~~ refueling station ~~within Southern California Gas Company's (SoCalGas) service area. Depending upon the engineering involved, the process may typically take five to seven months, so involve SoCalGas early.~~ **Advanced planning is required for SoCalGas to design and install the facilities necessary to deliver natural gas to the CNG refueling station and information on gas flow rate, pressure and other items will be needed by you or your service provider to design the CNG refueling station. Regardless of your approach to design and construction, SoCalGas has staff available to assist you with getting the information you need in a timely manner. Depending on the engineering and equipment involved, the entire process may take five to seven months. Starting early on the parts of the process involving SoCalGas will help keep your project on schedule. There are two key steps in the process:**

~~1. E-mail us to have a Natural Gas Vehicle Account Executive assigned to you.~~

1. Complete an NGV Site Evaluation form. Based upon this form, the SoCalGas engineering team will develop a preliminary gas supply plan and calculate the available pressure at the location you have chosen (important for selecting compression equipment). Up to four scenarios can be requested without charge. The NGV Account Executive will work with you to complete a Preliminary NGV Site Evaluation form (pdf). Based upon this form, the SoCalGas engineering department will develop a preliminary gas supply plan and calculate the available pressure.

2. Complete the Request for Non-Residential Gas Facilities form. Once a decision has been made to proceed with construction, this form will authorize SoCalGas to design the facilities needed to deliver natural gas to the location you have chosen. Once the design is complete, a final project cost, construction schedule, and customer contract will be developed. With knowledge of the gas pressure, you can determine the appropriate CNG compressor model and costs. When the decision is made to construct the CNG station, you should complete the Request for Non-Residential Gas Facilities form (pdf). Once SoCalGas receives this form, detailed engineering of the gas lines and the MSA (Meter Set Assembly) can begin. Once engineering is complete, a project cost is determined.

SoCalGas has compiled a list of suppliers (pdf)* which includes consultants, component manufacturers, installers and **others** ~~more~~ which may prove helpful to you in this process. **Non-utility service providers may offer services that are the same or**

Attachment D
(Redline)

Advice No. 4459

similar to the SoCalGas Compression Services Tariff and customers are encouraged to explore these service options. Contact Us

For more information, please contact us at 1-800-GAS-2000 or ngvinfo@semprautilities.com.

* Provided for information purposes only. **There are numerous qualified non-utility providers of products and services needed for the construction and operation of natural gas compression facilities, but** ~~Neither~~ Southern California Gas Company **does not,** ~~nor the CPUC~~ recommend or endorse the products or services of any ~~third~~ **particular** party listed herein, or represent that the particular products or services are fit for any particular purpose or use. By publishing this list, ~~neither~~ Southern California Gas Company ~~nor the CPUC~~ is **not** acting in an advisory capacity and does not assume any responsibility for use of the list by customers. Although commercially reasonable efforts are used in posting this list, no representation is made that it is complete or free from error. Related information is posted at www.socalgas.com. **To be added to the list, please send an email to NGVInfo@semprautilities.com. Vendors are listed alphabetically and the order of listing implies no preference.** ~~There are numerous qualified third-party product and service providers, but neither Southern California Gas Company nor the CPUC recommend or endorse the products or services of any third party listed, or represent that the particular products or services are fit for any particular purpose or use.~~"²

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify language within the vendor list posted on the SoCalGas web-site (see Appendix **BD**) as shown below:

~~"...This list is p~~Provided for information purposes only. There are numerous qualified ~~third-party~~ **non-utility providers of products and services needed for construction and operation of natural gas compression facilities**~~product and service providers,~~ but ~~neither~~ Southern California Gas Company ~~nor the CPUC~~ **does not** recommend or endorse the products or services of any ~~third~~ **particular** party listed **herein**, or represent that the particular products or services are fit for any particular purpose or use. By publishing this list, Southern California Gas Company ~~and the CPUC are is~~ not acting in an advisory capacity, ~~se~~ **and does not** assume ~~ne~~ **any** responsibility for ~~any~~ use of the list by customers. Although commercially reasonable efforts are used in posting this list, no representation is made that it is complete or free from error. Related information is posted at www.socalgas.com. To be added to the list, please send an e-mail to NGVInfo@semprautilities.com. **Vendors are listed alphabetically and the order of listing implies no preference...**"

² The text "list of suppliers" will contain a hyperlink to an Adobe Acrobat file containing the list of suppliers referenced. The text "Compression Services Tariff" will contain a hyperlink to a separate webpage entitled "Compression Services Tariff".

Attachment D
(Redline)

Advice No. 4459

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify the SoCalGas website by adding a new webpage entitled “Compression Services Tariff” (see Appendix **AB**) that will use the information developed for the competitively neutral script (see Attachment C).

ATTACHMENT E

Advice No. 4459

**Redline Versions of Schedule No. GO-CMPR and Compression
Services Agreement, Form 8100, as Compared with those filed in
A.11-11-011**

Schedule No. GO-~~COMP~~CMR
Compression Service

Sheet 1

N
N

APPLICABILITY

N

Applicable to qualified Applicants requiring Compression Services, provided by Utility's ownership and operation of Compression Facilities located on Applicant's Premises. Service under this Schedule is available to qualified nonresidential Applicants ~~receiving in SoCalGas' service territory. service under G-10, G-AC, G-EN, G-NGV, GT-F, GT-I, or GT-TLS.~~ Compression Services under this Schedule is conditional upon arrangements mutually satisfactory to the Applicant and the Utility for design, location, construction, and operation of required Compression Facilities.

Service under this Schedule is optional subject to the terms and conditions set forth herein.

TERRITORY

Applicable throughout Utility's service territory.

GENERAL

1. **APPLICANT REQUIREMENTS.** Applicant shall provide Utility with its compression requirements.
2. **DESIGN.** Utility will be responsible for planning, designing, procuring, installing, constructing, and engineering the Compression Facilities using the Utility's standard for design, materials, and construction.
3. **OWNERSHIP OF COMPRESSION FACILITIES.** Compression Facilities installed under the provisions of this Schedule shall be owned, operated, and maintained by Utility. Applicant shall own, operate, and maintain any and all equipment and facilities beyond the Service Delivery Point.
4. **PLACEMENT OF COMPRESSION FACILITIES AND RIGHTS-OF-WAY.** Applicant shall provide an appropriate location **and Protective Structures** for the safe and secure placement and operation of Compression Facilities as required by Utility. Applicant shall provide rights-of-way, leases and/or easements as required by Utility, to Utility to install Compression Facilities on Applicant's Premises to serve the Applicant.
5. **ACCESS TO APPLICANT'S PREMISES.** Utility shall have at all times the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of Compression Services or other gas services and the exercise of any and all rights secured to it by law, or under Utility's tariff schedules. These rights include, but are not limited to:
 - a. The use of a Utility-approved locking device to prevent unauthorized access to Utility's facilities;
 - b. Safe and ready access for Utility personnel, free from unrestrained animals;

N

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4459
 DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED _____
 EFFECTIVE _____
 RESOLUTION NO. _____

Schedule No. GO-~~COMPCMPR~~
Compression Service

Sheet 3

(Continued)

GENERAL (Continued)

7. APPLICANT RESPONSIBILITIES (Continued)

- e. Applicant (i) shall limit access and take all necessary steps to prevent Compression Facilities from being damaged or destroyed, (ii) shall not interfere with Utility’s ongoing operation of Compression Facilities, and (iii) shall provide adequate notice to Utility through Utility’s representative identified in the Compression Services Agreement prior to any inspection of Compression Facilities by regulatory agencies.
- f. Utility shall incur no liability whatsoever, for any damage, loss, or injury occasioned by or resulting from:
 - i. The selection, installation, operation, maintenance or condition of Applicant’s facilities or equipment; or
 - ii. The negligence, omission of proper shut-off valves or other protective and safety devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant installing, maintaining, using, operating, or interfering with its own pipes, fittings, valves, regulators, appliances, fixtures, or apparatus.
- g. Applicant shall meet all Utility requirements regarding creditworthiness and insurance.
- h. Applicant shall indemnify, defend and hold harmless Utility and its authorized officers, employees, and agents from any and all claims, actions, losses, damages and/or liability of every kind and nature in any way connected with or resulting from the violation or non-compliance with any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Premises, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of the Compression Services or Compression Facilities (“Pre-Existing Environmental Liability”), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney’s fees, disbursements, and other response costs. As between Applicant and Utility, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that Utility may stop work, terminate Compression Services, redesign the Compression Facilities to a different location or take other action reasonably necessary to install the Compression Facilities without incurring any Pre-Existing Environmental Liability.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. GO-~~COMPCMPR~~
Compression Service

Sheet 4

(Continued)

GENERAL (Continued)

7. APPLICANT RESPONSIBILITIES (Continued)

i. Applicant shall be responsible for the additional costs required to modify or maintain Compression Facilities or to provide Compression Services due to any changes in local, state or federal laws, regulations or permit requirements.

a. UTILITY RESPONSIBILITIES

- c. Utility shall plan, design, procure, install, construct, own, operate, and maintain Compression Facilities sufficient to provide Compression Services to Applicant.
- d. Utility shall be responsible for **applying for** any necessary permits to construct and operate the Compression Facilities, however Applicant shall be responsible, at its own cost and expense without any dollar contribution or reimbursement from Utility, for any modification(s) to Premises required by any permit.
- e. Utility or its subcontractor shall be responsible for the operation of the Compression Facilities and shall perform all preventative maintenance, including regular inspections, on Compression Facilities consistent with the manufacturer's recommendations and regulatory requirements.
- f. Utility shall be responsible to remove Compression Facilities at the end of the term of the Compression Services Agreement or any extensions thereof, and Applicant shall allow Utility a sufficient amount of time to complete removal of Compression Facilities.

RATES

Utility and Applicant will negotiate a rate structure based on Utility's expected cost of service over a period agreed upon by the parties.

The rate structure shall be designed to recover costs including, but not limited to, depreciation, returns to capital, income taxes, property taxes, Operation and Maintenance (O&M) expense, **repair expense**, Administrative and General (A&G) expense, Franchise Fees, Uncollectibles, and insurance. Upon early termination of the Compression Services Agreement for any reason other than Utility's default under the Compression Services Agreement, Utility shall recover from Applicant an amount based on Utility's unrecovered ownership and removal costs and any early-termination provisions in Utility's subcontracts.

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4459
 DECISION NO. 12-12-037

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED _____
 EFFECTIVE _____
 RESOLUTION NO. _____

N
 N

N

N

Schedule No. GO-~~COMPCMPR~~
Compression Service

Sheet 6

(Continued)

DEFINITIONS

1. **COMPRESSION FACILITIES.** Facilities to be placed on Applicant's Premises in order to provide Compression Services (to be identified in Exhibit A of the Compression Services Agreement) including, but not limited to:
 - a. Compressors, gas dryers, storage vessels, and any other equipment needed to supply gas pressure to Applicant's facilities at times and levels required by Applicant's operations;
 - b. Integrated equipment that includes a compressor and peripheral equipment related to Applicant's specific application; and
 - c. Other associated equipment that may be requested by Applicant and agreed to by Utility.
2. **COMPRESSION SERVICES.** Compression of natural gas delivered to the Applicant by the Utility to levels agreed upon by both the Utility and Applicant through the use of Compression Facilities located on Applicant's Premises.
3. **COMPRESSION SERVICES AGREEMENT.** Agreement between Applicant and Utility describing Compression Services to be provided to Applicant and Compression Facilities to be installed by Utility, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.
4. **PREMISES.** All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided (excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions) by a dedicated street, highway, or other public thoroughfare, or a railway.
5. **PROTECTIVE STRUCTURES.** Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by Utility, permitting agencies, or other regulations.
6. **SERVICE DELIVERY POINT.** Physical point(s) of delivery to the Applicant downstream of Compression Facilities. Each Service Delivery Point shall be clearly marked or tagged physically and identified in the Compression Services Agreement.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4459
DECISION NO. 12-12-037

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

COMPRESSION SERVICES AGREEMENT

This Compression Services Agreement ("Agreement") is entered into as of _____, 20__ ("Effective Date") by and between Southern California Gas Company ("Utility"), a California corporation and _____ ("**Applicant**"), a _____ for natural gas compression services for Applicant's facilities located at _____ (the "Site"). Capitalized terms not defined herein shall have the meaning ascribed to them in the [Compression Tariff ("Tariff")].

The Parties hereby agree as follows:

1. COMPRESSION SERVICES - Utility shall provide the following generally described Compression Services through the ownership, maintenance and operation of Compression Facilities consistent with its regulatory rules and requirements as further described in the Tariff and Exhibit A – Technical Services Scope of Work: [Gas conditioning (drying) and compression services to increase the pressure of natural gas received at the outlet of a meter set assembly to a higher pressure for the purposes of _____]. The location of Compression Facilities at the Site shall be described in Exhibit B – Location of Compression Facilities at Site.
2. SERVICE FEE
 - a. Applicant shall pay Utility the following monthly service fee[s] ("Service Fee") for the duration of the contract term of _____ (____) years for the Compression Services: [_____ Dollars (\$_____) per month **for the capital component and _____ Dollars (\$_____)** per month **for the operations and maintenance component**].
 - b. _____ [Add additional pricing requirements such as annual adjustments to the Service Fee. Additional pricing assumptions are listed in Exhibit C attached hereto and made a part hereof.]
 - c. The ~~monthly rate~~ **Service Fee** will commence **accruing** on the first day of the month following the date the Utility is first ready to place the Compression Facilities into service ("Service Commencement Date") and continue **to be payable monthly until** the end of the **term of this** Agreement. Utility will notify Applicant, in writing (which may be through its invoice) of the Service Commencement Date. The Service Fee, and any alternate payment arrangements are provided for at the discretion of Utility and are subject to the Applicant's creditworthiness, practicality of monthly or alternate payment arrangements, difficulty of administration of the Agreement, and other factors. **Utility shall establish a credit requirement for the Applicant in a form and amount acceptable to Utility prior to the Service Commencement Date. Security may be required and/or supplemented at a future date if Utility determines that a material change has occurred, or becomes aware of a material change in Applicant's financial position. Upon request, Applicant shall be required to furnish Utility with financial and other relevant information satisfactory to Utility during the term of this Agreement.**

- d. Utility will bill Applicant on a monthly basis and such bills shall be due and payable by Applicant within nineteen (19) calendar days after the date of the bill. If payment is not received by Utility by the due date, late payment charges will be imposed at **a fixed amount equal to ___% of the amount past due**. Billing and late payment charges will be consistent with Utility’s applicable tariff schedules as filed from time to time with the California Public Utilities Commission (“Commission”). If a bill remains unpaid for a period of seven (7) days following the date of past due notice to Applicant, Utility may, in addition to any other rights and remedies available under this Agreement or at law or in equity, suspend further the Compression Services until such bill is paid or in the alternative, terminate this Agreement, remove Compression Facilities and charge the Termination Payment in Section 10 below.
3. TERM - This Agreement shall commence as of the Effective Date and shall be in full force and effect for a period of ___ [years after the Service Commencement Date through _____] (the “Initial Term”), unless terminated earlier in accordance with the terms hereof. **[Add any renewal terms such as the following:** At the end of the Initial Term, this Agreement will automatically renew for **consecutive** _____ month terms (“Renewal Terms”) unless **and until** either party provides at least _____ months’ prior written notice to the other party to terminate the Agreement.]
4. REGULATORY REQUIREMENTS – This Agreement shall at all times be subject to such changes or modifications by the **Public Utilities Commission of the State of California**, as said Commission may, from time to time, direct in the exercise of its jurisdiction. This Agreement is subject to and incorporates by reference all of Utility’s applicable tariff schedules as filed from time to time with the Commission, including, but not limited to, Rules 1, 2, 4, **6**, 9, 12, 13, 20, 21 and 22.
5. REPRESENTATIVES
- a. Utility Representative: _____
- i. Utility designates, and Applicant accepts, the individual named above as Utility’s representative for all matters relating to Utility's performance of Compression Services under this Agreement.
- ii. The actions taken by Utility’s representative regarding such performance shall be deemed the acts of Utility. Utility may at any time, upon written notice to Applicant, change the designated representative.
- b. Applicant Representative: _____

- i. Applicant designates, and Utility accepts, the individual named above as Applicant's representative for all matters relating to Applicant's obligations under this Agreement.
 - ii. The actions taken by Applicant's representative shall be deemed the acts of Applicant. Applicant may at any time, upon written notice to Utility, change the designated representative.
6. NOTICES OR DEMANDS - Any notice, request, demand or other communication required or permitted under this Agreement, shall be **in writing and shall be** deemed to be properly given by the sender and received by the addressee ~~if made in writing and~~ (1) **if when** personally delivered; (2) as of **the** date of **the** signed return receipt ~~after if~~ deposited with the U.S. Postal Service by certified or registered mail, postage prepaid, with a return receipt requested; or (3) **upon electronic confirmation of successful transmission by the sending fax machine** if sent by facsimile, with **a hard copy in** confirmation sent as provided in **clause** (2) above. **Each party shall endeavor to cause Aall** correspondence ~~shall from it to the other party to~~ reference the contract number specified on the cover page of this Agreement. Notices shall be addressed as follows to:

- a. [Utility]
- b. [Applicant]

7. INSURANCE

- a. Applicant agrees to obtain and maintain at Applicant's sole cost and expense the following types and amounts of insurance coverage for the entire term of this Agreement to insure against any and all liabilities, claims, losses, damages or expenses resulting from Applicant's facilities located at the Site and Applicant's responsibilities under the Tariff and this Agreement:
 - i. Workers' Compensation and Employers' Liability Insurance - In accordance with the laws of California, Applicant shall maintain in force ~~w~~**Workers' e**Compensation insurance for all of its employees. Applicant shall also maintain Employers' Liability coverage in an amount of not less than \$__,000,000.00 (___ Million Dollars) per accident and per employee for disease. In lieu of such insurance, Applicant may maintain a self-insurance program meeting the requirements of California along with the required Employers' Liability insurance. Such insurance shall contain a waiver of subrogation in favor of Utility.
 - ii. Commercial or Business Automobile Liability Insurance – Applicant shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property, (including loss of use thereof), and occurring in any way related to the use by or on behalf of Applicant,

including loading or unloading of any of Applicant's automobiles (including owned, non-owned, leased, rented and/or hired vehicles). Such coverage shall be in an amount of not less than \$__,000,000.00 (___ Million Dollars) combined single limit.

- iii. Commercial General Liability Insurance – Applicant shall carry and maintain on an “occurrence” form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability covering all operations of Applicant on the Site which policy shall contain a waiver of subrogation in favor of Utility. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than \$__,000,000.00 (___ Million Dollars) per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
 - iv. Pollution Liability Insurance – Applicant shall maintain pollution liability insurance or insurance policies in an amount not less than \$__,000,000.00 (___ Million Dollars) each claim. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
- b. On or before the effective date of this Agreement, and thereafter during its term, Applicant shall provide Utility with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Section. Utility shall not commence Compression Services until Applicant has obtained all insurance required by this Section and has provided acceptable certificates of insurance to Utility for review and approval. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to Utility, ten (10) days for non-payment of premium. Applicant shall provide Utility with renewal certificates of insurance or binders within five (5) business days prior to or after such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement.
 - c. The required policies and any of Applicant's policies providing coverage in excess of the required policies shall provide that the coverage is primary for all purposes and Applicant shall not seek any contribution from any insurance or self-insurance maintained by Utility. All required policies of insurance shall be written by companies having an A.M. Best rating of “A -, VII” or better, or equivalent. Applicant shall be solely responsible for any deductible or self-insured retention on insurance required hereunder this Agreement.
 - d. Utility, its parent company, and its subsidiaries, affiliates and their respective officers, directors, employees, successors and assigns shall be named as additional insureds for policies listed above, except for Workers' Compensation. Commercial General Liability

insurance shall provide a severability of interest or cross-liability clause. Applicant shall not violate nor knowingly permit to be violated any condition of the policies required under this Section.

8. EXCUSABLE DELAYS

- a. Utility shall notify Applicant in writing immediately of any delay, or anticipated delay in Utility's performance of this Agreement due to the occurrence of events of Force Majeure (as hereinafter defined), including causes or circumstances beyond the reasonable control of Utility, and the reason for and anticipated length of such delay. Applicant will extend the Initial Term or any Renewal Terms for a period equal to the time lost by reason of the **Force Majeure** delay. Utility and Applicant shall mutually agree on any additional capital contribution of either party due to any such extension of time. Any extension to the term of this Agreement pursuant to this Section 8 shall be documented by a written amendment to this Agreement signed by both parties. For purposes of this Agreement, "Force Majeure" shall mean any occurrence beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure which causes the party to be unable to perform its obligations, except to make ~~capital contributions~~ **payments as required under this Agreement**, which by exercise of due foresight such party could not reasonably have been expected to avoid and which such party is unable to overcome by the exercise of due diligence. Such occurrences may include, but are not limited to, acts of God, acts of terrorism, disruption of natural gas supplies, power outages or disruptions, labor disputes, sudden actions of the elements, actions or inactions by federal, state, and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies.
- b. If either party, because of an occurrence of an event of Force Majeure, is unable to perform its obligations **in a timely manner** under this Agreement, that party shall be excused from whatever performance is affected by the event of Force Majeure to the extent so affected, except as to obligations to make payments **as required under this Agreement**, provided that:
 - i. The non-performing party, within two weeks after the commencement of the Force Majeure event, gives the other party written notice describing the full particulars of the occurrence.
 - ii. The suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure.
 - iii. The non-performing party shall expeditiously remedy its inability to perform **using due diligence until such remedy is complete**.

- c. When the non-performing party is able to resume performance of its obligations under this Agreement, that party shall give the other party written notice to that effect. This Section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms that, in the sole **but reasonable** judgment of the party involved in the dispute, are contrary to its **best** interest. Settlement of strikes, walkouts, lockouts or other labor disputes shall be at the sole **but reasonable** discretion of the party having the difficulty.

9. TAXES

- a. Utility assumes exclusive liability for and shall pay **(or cause to be paid by third parties)** before delinquency, all federal, state, regional, municipal ~~or~~ **and** local sales, use, excise, ad valorem and other taxes, charges or contributions imposed on, or with respect to, or measured by the Compression Facilities, **Compression Services**, materials, supplies or labor furnished hereunder, or the wages, salaries or other remunerations paid **or provided** to individuals **contracted with or** employed in connection with, the performance of the Compression Services.
- b. Without limiting the generality of this Section 9, Utility agrees to comply with all laws and regulations setting forth withholding requirements for federal and state income taxes, Social Security and Medicare taxes, unemployment and disability insurance premiums applicable to its employees (collectively, the "Withholding Requirements"). Utility also agrees to secure the agreement of each of its subcontractors to comply with all Withholding Requirements applicable to such subcontractor's employees.
- c. Applicant shall be responsible for any increased real property taxes it may be subject to as a result of the Compression Facilities.

10. APPLICANT'S DEFAULT - If Applicant (a) abandons the Site or fails to pay the Service Fee in Section 2 above, or (b) becomes bankrupt or insolvent, or assigns this Agreement, or sublets any part thereof, without the express prior written authorization of Utility, or **(c) has a financial change that has or could adversely affect the creditworthiness of the Applicant and fails to provide adequate security acceptable to Utility, or if Applicant does not provide the requested financial information, or (de)** violates any of the provisions of this Agreement, and Applicant fails to cure such event of default within seven (7) calendar days after written notice from Utility, Utility may notify Applicant that it will discontinue all or any part of the Compression Services and Applicant shall be obligated to pay a make-whole amount equivalent to all of Utility's unrecovered capital and other ownership costs and including any costs resulting from early termination of Utility's subcontracts ("Termination Payment"). **Utility shall be entitled to use any security held on Applicant's account to pay the Termination Payment or reimburse Utility for any costs, expenses or attorneys' fees incurred by Utility as a result of Applicant's default.** The remedies herein shall be inclusive, **consistent with applicable law**, and additional to any other rights or remedies in law or equity, and no action by Utility shall constitute a waiver of any such other rights or remedies. **Neither party shall be liable to the**

other, whether as a result of breach of contract warranty or alleged negligence or other tort, for any special, consequential, incidental or indirect damages including, but not limited to, loss of anticipated profits or revenues, cost of capital, downtime costs and loss of use resulting from either party's performance or nonperformance of its obligations under this Agreement.

- 11. ASSIGNMENT - No part of this Agreement shall be reassigned and/or sublet by Applicant to any other party without the prior written consent of Utility. Unless specifically provided therein, no such written authorization, however, shall be construed as discharging or releasing Applicant in any way from the performance of or the fulfillment of any obligation of Applicant specified in this Agreement. On no less than thirty (30) days' prior written notice to Applicant (which notice shall provide the legal name of the assignee), Utility may assign any part or all of its right and/or delegate its duties under this Agreement to one of its affiliates without further consent or approval of the Applicant.**
- 12. GOVERNING LAW - The formation, interpretation and performance of this Agreement shall be governed by and enforced under the laws of the State of California, without reference to principles of conflicts of laws.**
- 13. VALIDITY - The invalidity, in whole or in part, of any provisions hereof shall not affect the validity of any other provisions hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. In the event that this Agreement is terminated prior to the expiration date of the term hereof due the invalidity or unenforceability of any term or provision of this Agreement, the parties hereto agree to use good faith efforts to enter into a new agreement or agreements in substantially similar form to this Agreement, correcting or removing the invalid or unenforceable term or provision, in order to carry out the purpose of this Agreement.**
- 14. COUNTERPARTS - This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument.**
- 15. AUTHORITY - Each individual executing this Agreement on behalf of Applicant and Utility represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, and that this Agreement is binding upon said party in accordance with its terms and conditions.**
- 16. CAPTIONS - The captions in this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.**

17. COMPLETE AGREEMENT - This Agreement constitutes the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein, unless stated below. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SOUTHERN CALIFORNIA GAS COMPANY	APPLICANT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A - Technical Services Scope of Work

- a. Mechanical equipment including:
 - i. _____,
 - ii. _____,
 - iii. _____,
 - iv. _____,

- b. Electrical equipment including:
 - i. _____,
 - ii. _____,
 - iii. _____,
 - iv. _____,

- c. Other work including:
 - i. _____,
 - ii. _____,
 - iii. _____,
 - iv. _____,

Exhibit B – Location of Compression Facilities at Site

Exhibit C – Pricing Assumptions **and Credit Requirements**

Appendix A

Advice No. 4459

Compression Services Tariff Webpage Language

D.12-12-037, Ordering Paragraph #5, states “The Southern California Gas Company shall provide information on its website concerning the Compression Services Tariff in a competitively neutral way.”

Consistent with Ordering Paragraph #5, SoCalGas proposes to modify the SoCalGas website by adding a new webpage entitled “Compression Services Tariff” that contains the following language:

The SoCalGas Compression Services Tariff, GO-CMPR, is a non-residential, optional tariff service for customers that allows SoCalGas to plan, design, procure, construct, own, operate, and maintain compression equipment on customer premises to meet pressure requirements as requested by the customer and agreed to by SoCalGas. Examples of customer end-use applications that can be served by the Compression Services Tariff include compressed natural gas (CNG) vehicle refueling stations, combined heat and power (CHP) facilities, and peaking power plants.

Non-utility service providers may offer services that are the same or similar to the Compression Services Tariff and customers are encouraged to explore these service options. To assist customers in understanding all of their service options, SoCalGas has compiled a list of suppliers (pdf)* which includes consultants, component manufacturers, installers and others.

Customers interested in the Compression Services Tariff should be aware of the following:

- The Compression Services Tariff is a fully elective, optional, non-discriminatory tariff service that is neither tied to any other tariff or non-tariff services the customer may receive from SoCalGas nor will it change the manner in which these services are delivered. As an example, requests for natural gas service are processed on a “first come, first served” basis for all customers, including customers that elect to take the Compression Services Tariff and customers that do not.
- Any agreement to provide service under the Compression Services Tariff is at SoCalGas’ discretion and will depend on non-discriminatory factors such as safety, system capacity, SoCalGas resource availability, technical feasibility, and acceptability of commercial terms.
- SoCalGas will not engage in any activities down-stream of the point of service delivery which is typically the outlet of the compression facilities. In particular, any retailing or fuel dispensing activities are the responsibility of the tariff customer.

*Provided for information purposes only. There are numerous qualified non-utility providers of products and services needed for the construction and operation of natural gas compression facilities, but Southern California Gas Company does not recommend or endorse the products or services of any particular party listed herein, or represent that the particular products or services are fit for any particular purpose or use. By publishing this list, the Southern California Gas Company is not acting in an advisory capacity and does not assume any responsibility for use of the list by customers. Although commercially reasonable efforts are used in posting this list, no representation is made that it is complete or free from error. Related information is posted at www.socalgas.com. To be added to the alphabetical list, please send an e-mail to NGVInfo@semprautilities.com. Vendors are listed alphabetically and the order of listing implies no preference.¹

¹ The text “list of suppliers” will contain a hyperlink to an Adobe Acrobat file containing the list of suppliers referenced. The text “GO-CMPR” will contain a hyperlink to the new tariff sheet for the “Compression Services Tariff”.

Appendix B
 Advice No. 4459

8/14/2012



CNG Supplier Directory

	ADDRESS	CITY, STATE, ZIP	PHONE	FAX	DESCRIPTION OF SERVICE	WEB SITE
CNG Fuel Station Design/Construction/Packager						
Adrianus Resources	29128 W. Laguna Dr.	Cathedral City, CA 92234	(626) 221-1190	(760)-325-3569	Fuel station design	N/A
All-In-One Fuel, Inc.	5222 Andrus Ave. Ste. A	Orlando, FL 32810	(407) 766-7941	(407) 290-9798	Turnkey CNG station	www.allinonefuel.com
Allsup Corp	1848 W. 11th Street, Ste. K	Upland, CA 91786	(909) 931-1636	(909) 931-1638	Turnkey CNG station	www.allsupcng.com
American Integrated Services, Inc.	1502 E. Opp St.	Wilmington, CA 90744	(562) 522-1168	(310) 522-0474	Turnkey CNG station and design	www.americanintegrated.com
Amtek Construction	11923 Rivera Rd.	Santa Fe Springs, CA 90670	(562) 696-7111	(562) 696-7022	Turnkey CNG station	www.amtekconstruction.com
California Clean Fuels	12524 Clark Avenue	Downey, CA 90242	(562) 923-5441	(562) 869-5943	Turnkey CNG station and design	www.dickson-ca.com
Clean Energy	3020 Old Ranch Parkway, Suite 400	Seal Beach, CA 90740	(562) 493-2804	(562) 493-4532	Turnkey CNG station	www.cleanenergyfuels.com
Clean Fuel Connection	127 La Porte Street, Unit M	Arcadia, CA 91006	(626) 445-1445	(626) 445-1450	Turnkey CNG station	www.cleanfuelconnection.com
Evergreen CNG Systems	1304 Whitaker Street	Hellertown, PA	(610) 838-9625	(610) 838-9650	Turnkey CNG station	www.evergreen-cng-systems.com
Exterran	2062 E. 81st St.	Broken Arrow, OK 74014	(918) 251-8571	(918) 259-2836	Turnkey CNG station	www.exterran.com
Mansfield Gas Equipment	4280 E. Lowell Street	Ontario, CA	(909) 466-6920	(909) 466-6925	Turnkey CNG station, Phill	www.mansfieldgasequipment.com
Go Natural Gas	3553 Camino Mira Costa #E	San Clemente, CA 92672	(949) 340-7702	(949) 480-0059	Turnkey CNG station	www.gonaturalgas.com
Greenfield Compression	7263 E. Loma Lane	Scottsdale, AZ 85258	(480) 951-6854	(480) 951-6859	Turnkey CNG station	www.gfcomp.com
Knox Western	1111 Bacon St.	Erie, PA 16511	(480) 951-6854	(814) 455-8493	Turnkey CNG station	www.knoxwestern.com
Pinnacle CNG Co.	300 Marienfeld Street	Midland, TX 79702	(432) 686-5900	(432) 686-6469	Turnkey CNG station	www.pinnaclecng.com
Questar Fueling	333 S. State Street	Salt Lake City, UT 84145	(801) 324-2801		Turnkey CNG station	www.questarfueling.com
Revolution CNG	2125A Vanderlip Ct.	Paso Robles, CA 93446	(805) 238-0624		Turnkey CNG station	www.revolutioncng.com
S&W Compressors	415 W. Imperial Hwy., #D	La Habra, CA 90631	(714) 526-4720	(562) 690-3670	Turnkey CNG station	N/A
Trillum CNG	2150 S. 1300 E., Suite 450	Salt Lake City, UT 84106	(800) 920-1166	(801) 521-7692	Turnkey CNG station	www.trillumcng.com
U.S. Air - CNG Systems	16900 Chestnut Street	City of Industry, CA 91748	(626) 854-6803	(626) 854-4556	Turnkey CNG station	www.cngcalifornia.com
Vant Hull Construction	3334 E. Coast Highway, No.	Corona Del Mar, CA	(949) 244-9629	(949) 723-6414	Turnkey CNG station, stainless pipe	
Vocational Energy	7970 Cherry Ave. Suite 301	Fontana, CA 92236	(909) 793-3700	(909) 793-8056	Turnkey CNG station	www.vocationalenergy.com
NGV Cylinder Manufacturers						
Dynelek Industries Ltd.	4410-46th Ave.	Calgary, Alberta Canada	(403) 720-0262	(403) 720-0263	NGV cylinders	www.dynelek.com
Lincoln Composites	6801 Cornhusker Highway	Lincoln, NE 68507	(402) 464-6611	(402) 464-6777	NGV cylinders	www.lincolncomposites.com
Luxfer Gas Cylinders	3016 Kansas Ave.	Riverside, CA 92507	(800) 764-0366	(951) 328-1117	NGV cylinders	www.luxfercylinders.com
Quantum Technologies	25242 Arctic Ocean Drive	Lake Forest, CA 92630	(949) 930-3400	(949) 930-3401	NGV cylinders	www.qtw.com/fuelsystems
Structural Composites Industries	325 Enterprise Place	Pomona, CA 91768	(909) 594-7777	N/A	NGV cylinders	www.sci.composites.com

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	ADDRESS		PHONE	FAX	DESCRIPTION OF SERVICE	WEB SITE	8/14/2012
Portable Compressors							
Clean Energy	3020 Old Ranch Parkway, Suite 400	Seal Beach, CA 90740	(562) 493-2804	(562) 493-4532	CNG station maintenance	www.cleanenergyfuels.com	
Mansfield Gas Equipment	4280 E. Lowell Street	Ontario, CA	(909) 466-6920	(909) 466-6925	Turnkey CNG station, Phil	www.mansfieldgasequipment.com	
S&W Compressors	415 W. Imperial Hwy., #D	La Habra, CA 90631	(714) 680-6818	(562) 690-3670	Portable compressors, rentals	N/A	
Questar Fueling	333 S. State Street	Salt Lake City, UT 84145	(801) 324-2801		Turnkey CNG station	www.questarfueling.com	
SoCalGas Company	8101 S. Rosemead Blvd.	Pico Rivera, CA 90660	(213) 244-5406	(213) 244-8232	Portable compressors	www.socalgas.com	
Vocational Energy	7970 Cherry Ave. Suite 301	Fontana, CA 92236	(909) 793-3700	(909) 793-8056	Turnkey CNG station	www.vocationalenergy.com	
CNG Fueling Station Maintenance							
All-In-One Fuel, Inc.	5222 Andrus Ave. Ste. A	Oriando, FL 32810	(407) 766-7941	(407) 290-9798	CNG station maintenance	www.allnonefuel.com	
Allsup Corp	1848 W. 11th Street, Ste. K	Upland, CA 91786	(909) 931-1636	(909) 931-1638	CNG station maintenance	www.allsupcng.com	
Amtek Construction	11923 Rivera Rd.	Santa Fe Springs, CA 90670	(562) 696-7111	(562) 696-7022	CNG station maintenance	www.amtekconstruction.com	
Clean Energy	3020 Old Ranch Parkway, Suite 400	Seal Beach, CA 90740	(562) 493-2804	(562) 493-4532	CNG station maintenance	www.cleanenergyfuels.com	
Exterran	3333 Gibson St.	Bakersfield, CA 93308	(661) 321-0271	(661) 321-0859	CNG station maintenance	www.exterran.com	
Evergreen CNG Systems	1304 Whitaker Street	Hellertown, PA	(610) 838-9625	(610) 838-9650	Turnkey CNG station	www.evergreen-cng-systems.com	
Mansfield Gas Equipment	4280 E. Lowell Street	Ontario, CA	(909) 466-6920	(909) 466-6925	CNG station maintenance	www.mansfieldgasequipment.com	
Natural Gas Global Svcs.	12481 Tejas Court	Rancho Cucamonga, CA	(909) 231-1910		CNG station repair and maintenance	www.naturalgasglobalservices.com	
Natural Gas Systems, Inc.	3334 East Coast Highway	Corona Del Mar, CA	(949) 582-9647	(949) 582-2428	CNG station maintenance	jsheid2012@live.com	
Questar Fueling	333 S. State Street	Salt Lake City, UT 84145	(801) 324-2801		Turnkey CNG station	www.questarfueling.com	
Revolution CNG	2125A Vanderlip Ct.	Paso Robles, CA 93446	(805) 238-0624		Turnkey CNG station	www.revolutioncng.com	
SoCalGas Company	801 S. Rosemead Blvd.	Pico Rivera, CA 90660	(562) 806-5909	(562) 806-4251	CNG station maintenance	www.socalgas.com	
S&W Compressors	415 W. Imperial Hwy., #D	La Habra, CA 90631	(714) 526-4720	(562) 690-3670	Turnkey CNG station	N/A	
Trillium CNG	2150 S. 1300 E., Suite 450	Salt Lake City, UT 84106	(800) 920-1166	(801) 521-7692	Turnkey CNG station	www.trilliumcng.com	
Vocational Energy	7970 Cherry Ave. Suite 301	Fontana, CA 92236	(909) 793-3700	(909) 793-8056	Turnkey CNG station	www.vocationalenergy.com	
ZeltEnergy, LLC	Two Lincoln Center, 5420 LBJ Freeway, Suite 750	Dallas, TX 75240	(214) 438-0806		CNG station maintenance	www.zeltenergy.com	
CNG Vehicle Parts/Service							
A1 Alternative Fuel Sys.	2305 Stanislaus Street	Fresno, CA 93721	(559) 485-4427	(559) 264-4961	Parts/service	www.a1autoelectric.com	
AAA CNG Systems			(818) 822-9502		CNG cylinder, fuel system inspection		
AFT / Alternative Fuel Technology	17092 Gothard Street	Huntington Beach, CA 92647	(714) 842-3017	(714) 842-7378	Service	N/A	
Agility Fuel Systems	10007 Elm Ave.	Fontana, CA 92335	(909) 350-7500	(909) 350-9852	Parts/service	www.agilityfuelsystems.com	
Brenco Operating	620 S. Cascade Ave., Suite 201	Colorado Springs, CO 80903	(719) 633-4466	(719) 633-6506	Spark plugs, ignition parts	www.brencooperating.com	
Complete Coach Works	1863 Service Court	Riverside, CA 92507	(951) 684-9685	(951) 684-2088	Parts/service	www.completecoach.com	
Diversified Truck Center	3777 DeForest Circle	Mira Loma, CA 91752	(951) 685-3456	(951) 685-2788	Autocar, Cummins parts/service	www.diversifiedtruckcenter.com	
Exterran	3333 Gibson St.	Bakersfield, CA 93308	(661) 321-0271	(661) 321-0859	Parts/service	www.exterran.com	
Holden Fleet Services	135 E. 163rd Street	Gardena, CA 90298	(310) 707-7537	(310) 732-1449	Parts/service	www.holdenfleetservices.com	
Omnitek Engineering Corporation	1945 S. Rancho Santa Fe Road	San Marcos, CA. 92609	(760) 591-0899	(760) 591-0880	Vehicle conversion	www.omnitekcorp.com	
Wondries Fleet	1247 W. Main St.	Alhambra, CA 91801	(626) 457-5590	(626) 457-5593	Parts/service	www.wondries.com	

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	ADDRESS	CITY, STATE, ZIP	PHONE	FAX	DESCRIPTION OF SERVICE	WEB SITE	8/14/2012
CNG Vehicle OEM and Sales							
American Honda Motor	1919 Torrance Blvd.	Torrance, CA 90501	(310) 781-4480	(310) 701-4459	CNG vehicle OEM	www.civlogx.com	
Carmenita Truck Center	13443 E. Freeway Dr.	Santa Fe Springs, CA, 90670	(800) 921-2151	(562) 404-0806	Autocar dealer	www.carmenitatruckcenter.com	
Cummins Westport	101-1075 W. 75th Avenue	Vancouver, BC B6P 6G2	(604) 718-8100	(604) 718-2001	CNG engine OEM	www.cumminswestport.com	
Diversified Truck Center	3777 DeForest Circle	Mira Loma, CA 91752	(800) 420-8789	(951) 685-2788	Autocar refuse vehicle	www.diversifiedtruckcenter.com	
Emission Solutions Inc.	2001 Central Cir., Suite 106	McKinney, TX 75069	(972) 369-0092	(972) 369-0091	Vehicle conversion	www.emissionsolutionsinc.com	
Greenkraft, Inc	2530 S. Birch Street	Santa Ana, CA	(714) 545-7777	(714) 444-0140	CNG trucks, buses and kits	www.greenkraftinc.com	
Impco Automotive	3030 South Susan Street	Santa Ana, CA	(714) 656-1207	(714) 656-1401	CNG vehicle OEM and compnents	www.impcotecnologies.com	
Peck Road Truck Center	2450 Kella Ave.	City of Industry, CA 90601	(562) 692-7267	(562) 692-4987	Condor CNG trucks	www.peckroad.com	
San Diego Freightliner	7451 Trade Street	San Diego, CA 92121	(619) 564-3700	(619) 564-3719	CNG vehicle dealer	www.sandiegofreightliner.com	
Velocity Vehicle Group	2429 South Peck Road	Whittier, CA 90601	(562) 447-1200	(562) 695-2697	Freightliner, Autocar, Ford trucks	www.velocityvehiclegroup.com	
Wondries Fleet	1247 W. Main St.	Alhambra, CA 91801	(626) 457-5590	(626) 457-5593	BAF, Baytech and Impco	www.wondries.com	
Consultants							
AECOM	5001 E. Commercenter Dr. #100	Bakersfield, CA 93309	(661) 325-7253	(661) 395-0359	Fuel station design, consultant	www.aecom.com	
AFT / Alternative Fuel Technology	17092 Gothard Street	Huntington Beach, CA 92647	(714) 842-3017	(714) 842-7378	CNG vehicle consultant	N/A	
Alternative Fuels Today	13181 Cherry Street	Westminster, CA 92683	(213) 448-3915	(714) 622-4965	CNG consultants	www.altfuelstoday.com	
Ann Hempelmann			(949) 433-7350		CNG grant writing consultant	ahempelmann@earthlink.net	
Burnett & Burnette	11130 Pine St.	Lynwood, CA 90262	(310) 632-2690	(310) 621-2193	Design, construction mgmt., program evaluation	N/A	
Carlin Environmental	2269 S. Ritchey St.	Santa Ana, CA 92705	(714) 508-1111		Engineering electronic gas sensors	www.carlinenvironmental.com	
Dary Engineering	100 S. Main Street #263	Los Angeles, CA 90012	(213) 725-8011	(213) 769-8656	Fuel station design, consultant	daryengineering@yahoo.com	
EFS West, Inc.	28472 Constellation Rd.	Santa Clarita, CA 91355	(661) 705-8236	(661) 775-9623	Consulting	www.efswest.com	
Environmental Vehicle Services	5473 Adobe Falls Rd. Unit 1	San Diego, CA 92120	(866) 387-3835	(619) 265-5228	Consulting	lmburke@gte.net	
Fiedler Group	2322 W. Third Street	Los Angeles, CA 90057	(213) 381-1031	(213) 381-1517	Fuel station design	www.fiedlergroup.com	
Fuel Solutions	12340 Santa Monica Blvd., Ste. 133	Los Angeles, CA 90025	(310) 207-8548	(310) 207-8957	Fuel station design, consultant	N/A	
Gladstein, Neandross & Associates	2525 Ocean Park Blvd., Suite 200	Santa Monica, CA	(310) 314-1934	(310) 314-9196	Consulting, events, grant writing	www.gladstein.org	
Lauren Dunlap	N/A	N/A	(562) 260-6384	N/A	CNG grant writing consultant	ldunlap@starcrestllc.com	
Raymundo Engineering	488 N. Wiget Lane	Walnut Creek, CA 94598	(925) 988-0172	(925) 988-0174	Fuel station design, consultant	www.raymundo.com	
Strategic Solutions	34 Lakeview Circle	Palm Springs, CA 92264	(949) 500-5611	N/A	CNG grant writing consultant	odwhitney1@aim.com	

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CNG Fueling Station Component Manufacturers

8/14/2012

ANGI International	15 Plumb St.	Milton, WI 53563	(608) 868-4626	(608) 868-2723	Compressors, dispensers, storage, gas dryers, control systems	www.angiinternational.com
Advance Fuel Systems	11013 Woodstock St.	Huntley, IL 60142	(866) 725-0801	(847) 621-7342	Compressors, dispensers	www.advancefuelsystems.com
Allied Equipment, Inc.	P.O. Box 14188	Odessa, Texas 79768	(432) 367-6000	(432) 367-3939	CNG storage	www.alliedeq.com
Applied Geokinetics, Inc.	77 Bunsen	Irvine, CA 92618	(949) 502-5353	(949) 502-5354	Electronic Gas Sensors, Installation, Mo	www.appliedgeokinetics.com
Broadlux	P.O. Box 7303	Laguna Niguel, CA 92607	(888) 332-4390	(949) 855-7986	Fuel management systems	www.broadlux.com
Evergreen CNG Systems	1304 Whitaker Street	Hellertown, PA	(610) 838-9625	(610) 838-9650	Compressors	www.evergreen-cng-systems.com
Exterran	3333 Gibson St.	Bakersfield, CA 93308	(661) 321-0271	(661) 321-0859	Compressors	www.exterran.com
Franzen-Hill	1100 N. "J" St.	Tulare, CA 93274	(800) 655-3436	(559) 688-1467	Dispensers, control systems	www.franzenhill.com
FuelMaker	3030 South Susan Street	Santa Ana, CA 92704	(714) 656-1266	(714) 656 1400	Compressors, refueling appliances	www.IMPco.ws/fuelmaker.asp
Galileo Natural Gas Technologies	Clean Fuel Connection 127 La Porte St. Unit M	Arcadia, CA 91006	(626) 214-6850	(626) 445-1450	Compressors, dispensers	www.cleanfuelconnection.com
Greenfield Compression, Inc.	7263 E. Loma Lane	Scottsdale, AZ 85258	(480) 951-6854	(480) 951-6859	Compressors, dispensers, storage, dryers, control systems	www.gfcomp.com
Greenfx America	P.O. Box 2620	Indio, CA 92202	(760) 351-7791	(760) 351-7795	Coltri compressors and Vehicle Refueling Appliances	www.greenfx.com
Hurricane Compressors	1015 North Hurricane Road	Franklin, IN 46131	(800) 754-7408	(317) 738-3801	Compressors	www.hurricanecompressors.com
IMW Industries Inc.	P.O. Box 665	Clearfield, UT 84089	(801) 773-2575	(801) 773-2950	Compressors, dispensers, control systems	www.imw.ca
Knox Western	1111 Bacon St.	Erie, PA 16511	(480) 951-6854	(814) 455-8493	Compressors	www.knoxwestern.com
Mansfield Gas Equipment	8753 Lion Street	Rancho Cucamonga, CA	(909) 466-6920	(909) 466-6925	Compressors, portable comp. rental	www.cngfuelsystems.net
Pinnacle CNG Company	4915 W. Industrial, Bldg. 1	Midland, TX 79703	(432) 694-0202	(432) 689-3578	Compressors, dispensers, storage, dryers	www.pinnaclecng.com
SPX Flow Technology Pneumatic Products	325 Zagora Drive	Danville, CA 94506	(925) 964-9475	(925) 964 9479	Dryers	www.spxflowtechnology.com/
S&W Compressors	415 W. Imperial Hwy., #D	La Habra, CA 90631	(714) 526-4720	(562) 690-3670	Compressors	N/A
Tulsa Gas Technologies	4809 South 101 East Ave.	Tulsa, OK 74146	(918) 665-2641	(918) 665-2657	Dispensers, hoses, meters	www.tulsagastech.com

Appendix B

Advice No. 4459

	ADDRESS	CITY, STATE, ZIP	PHONE	FAX	DESCRIPTION OF SERVICE	WEB SITE	8/14/2012
CNG Vehicle Conversion/Modifications							
A1 Alternative Fuel Sys.	2320 Stanislaus Street	Fresno, CA 93721	(559) 485-4427	(559) 264-4961	Vehicle conversion & retrofit	www.a1autoelectric.com	
AFT / Alternative Fuel	17092 Gothard Street	Huntington Beach, CA	(714) 842-3017	(714) 842-7378	Vehicle conversion		
Agility Fuel Systems	10007 Elm Ave.	Fontana, CA 92335	(909) 350-7500	(909) 350-9852	Vehicle conversion & retrofit	www.agilityfuelsystems.com	
BAF Technologies	P.O. Box 224685	Dallas, TX 75208	(214) 231-1450	N/A	Vehicle conversion & retrofit (Ford)	www.baftechnologies.com	
Complete Coach Works	1863 Service Court	Riverside, CA 92507	(951) 684-9585	(951) 684-2088	Heavy-duty vehicle conversion &	www.completecoach.com	
Diversified Truck Center	3777 DeForest Circle	Mira Loma, CA 91752	(951) 685-3456	(951) 685-2788	Heavy-duty vehicle conversion	www.diversifiedtruckcenter.com	
Holden Fleet Services	135 E. 163rd Street	Gardena, CA 90298	(310) 707-7537	(310) 732-1449	Vehicle conversion & retrofit	www.holdenfleetservices.com	
Landi Renzo	23535 Telo Ave.	Torrance, CA 90505	(310) 257-9481	(310) 257-9487	Vehicle conversion & retrofit	www.landiusa.com	
Omnitek Engineering	1945 S. Rancho Santa Fe	San Marcos, CA 92609	(760) 591-0089	(760) 591-0880	Vehicle conversion	www.omnitekcorp.com	
Productive Concepts, Inc.	1274 S. State Rd. 32	Union City, IN 47390	(765) 964-6009		Vehicle conversion and mfg.	www.productiveconcepts.com	
Tom's Truck Center	936 E. 3rd Street	Santa Ana, CA 92701	(888) 445-0690		Vehicle conversion	www.ecotrucksales.com	
Wondries Fleet	1247 W. Main St.	Alhambra, CA 91801	(626) 457-5590	(626) 457-5593	BAF, Baytech and Impoo	www.wondries.com	

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