

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



February 27, 2015

Advice Letter 4744

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

Subject: Clean-Up Filing to Revise Certain Tariffs

Dear Ms. Prince:

Advice Letter 4744 is effective February 21, 2015.

Sincerely,

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

Edward 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

January 22, 2015

Advice No. 4744
(U 904 G)

Public Utilities Commission of the State of California

Subject: Clean-Up Filing to Revise Certain Tariffs

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its tariffs, applicable throughout its service territory, as shown on Attachment A.

Purpose

This clean-up filing requests Commission approval to make non-substantial revisions to the tariffs as described below.

Background

SoCalGas' tariffs reflect and represent the outcome of numerous Commission decisions, resolutions, rulings, general orders, code changes, laws, and policy changes that have occurred over the years. As a result, tariff language and/or conditions of service have expired or become obsolete based on a number of factors.

Occasionally, SoCalGas prepares a "clean-up" filing for Commission approval to revise tariff language to make clarifying changes, correct minor and/or inadvertent errors, and remove obsolete information.

Requested Tariff Revisions

As a result of an ongoing review of its tariffs, SoCalGas has identified the need to revise the following tariffs:

- Schedule No. G-10, Core Commercial and Industrial Service. SoCalGas proposes to reflect similar language revisions that occurred in in Schedule

G-AC and Schedule No. G-EN that were inadvertently missed for Special Condition 20 in Schedule No. G-10.

- Schedule No. G-AC, Core Air Conditioning Service for Commercial and Industrial. SoCalGas proposes to add language that was inadvertently missed in Special Condition 12.
- Schedule No. G-IMB, Transportation Imbalance Service. The trading period date of “November 31” is corrected to “November 30” in the trading periods table in Special Condition 6.
- Schedule No. GO-BCUS, Biogas Conditioning/Upgrading Services. The letter “O” is added to the acronym for the title of the schedule to conform to the current practice of naming optional schedules. Under Applicability, language was added to mirror other optional tariffs.
- Sample Forms - Contracts - Customer Termination of CAT Program Contract, Form No. 6567-T. SoCalGas’ contact information is updated and revised for clarification that the original completed form is required. The references to “Aggregator” are revised to “Core Transport Agent (CTA).”
- Sample Forms - Contracts - California Producer Operational Balancing Agreement, Form No. 6452. E-mail correspondence information is added to the form.
- Sample Forms - Contracts - Compression Services Agreement, Form 8100. Language is corrected and added for clarification.

Pursuant to Decision 14-08-043 which referred to “Energy Service Provider (ESP)” as “Core Transport Agent (CTA),” the following tariffs are revised to change the references to “Energy Service Provider” and “ESP” to “Core Transport Agent” and “CTA.”

- Schedule No. GM, Multi-Family Service
- Schedule No. G-10, Core Commercial and Industrial Service
- Schedule No. G-AC, Core Air Conditioning Service for Commercial and Industrial
- Schedule No. G-EN, Core Gas Engine Water Pumping Service for Commercial and Industrial
- Schedule No. G-NGV, Natural Gas Service for Motor Vehicles

- Schedule No. GO-ET, Emerging Technologies Optional Rate for Core Commercial and Industrial
- Schedule No. GTO-ET, Transportation-Only Emerging Technologies Optional Rate for Core Commercial and Industrial
- Schedule No. G-CBS, Utility Distribution Company (UBC) Consolidated Billing Service
- Rule No. 01, Definitions
- Rule No. 11, Disputed Bills
- Rule No. 30, Transportation of Customer-Owned Gas
- Sample Forms, Contracts, Energy Service Provider Agreement for Core Aggregation Service (Form 6536-A, Rev. 1/99). Additionally, obsolete language is removed, and SoCalGas' contact and mailing address are revised.
- Sample Forms, Contracts, Core Capacity Assignment Agreement for Energy Service Provider - Form No. 6599 (4/2005)

The proposed specific revisions to each of the tariffs listed above are explained in a table shown as Attachment B. For ease of review, Attachment B also displays tariff language being removed in strikethrough format and tariff language added in bolded format.

This filing will not result in any increase or decrease in any rate or charge, conflict with any rate schedule or any rules, or cause the withdrawal of service.

Protest

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date of this Advice Letter, which is February 11, 2015. 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

A copy of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be

sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

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

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B and therefore respectfully requests that this Advice Letter be made effective February 21, 2015, which is 30 days after the date filed.

Notice

A copy of this advice letter is being sent to SoCalGas' GO 96-B service list. Address change requests to the GO 96-B should be directed by electronic mail to tariffs@socalgas.com or call 213-244-3387.

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) #: 4744

Subject of AL: Clean-Up Filing to Revise Certain Tariffs

Keywords (choose from CPUC listing): Agreements; Capacity; Contracts; Forms; and Non-Core

AL filing type: Monthly Quarterly Annual One-Time Other

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

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: 2/21/15

No. of tariff sheets: 39

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: Schedules GM, G-10, G-AC, G-EN, G-NGV, GO-ET, GTO-ET, G-IMB, G-CBS, and GO-BCUS; Rule Nos. 01, 11, and 30; Sample Forms; and TOCs

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division
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. 4744

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 51145-G	Schedule No. GM, MULTI-FAMILY SERVICE, (Includes GM-E, GM-C, GM-EC, GM-CC, GT-ME, GT-MC and all GMB Rates), Sheet 3	Revised 51108-G
Revised 51146-G	Schedule No. G-10, CORE COMMERCIAL AND INDUSTRIAL SERVICE, (Includes GN-10, GN-10C and GT-10 Rates), Sheet 4	Revised 47117-G
Revised 51147-G	Schedule No. G-10, CORE COMMERCIAL AND INDUSTRIAL SERVICE, (Includes GN-10, GN-10C and GT-10 Rates), Sheet 6	Revised 46450-G
Revised 51148-G	Schedule No. G-AC, CORE AIR CONDITIONING SERVICE FOR COMMERCIAL AND INDUSTRIAL, (Includes G-AC, G-ACC and GT-AC Rates), Sheet 3	Revised 43253-G
Revised 51149-G	Schedule No. G-AC, CORE AIR CONDITIONING SERVICE FOR COMMERCIAL AND INDUSTRIAL, (Includes G-AC, G-ACC and GT-AC Rates), Sheet 4	Revised 43254-G
Revised 51150-G	Schedule No. G-EN, CORE GAS ENGINE WATER PUMPING SERVICE FOR COMMERCIAL, AND INDUSTRIAL (Includes G-EN, G-ENC and GT-EN Rates), Sheet 3	Revised 44078-G
Revised 51151-G	Schedule No. G-NGV, NATURAL GAS SERVICE FOR MOTOR VEHICLES, (Includes G-NGU, G-NGUC, G-NGC and GT-NGU Rates), Sheet 4	Revised 42522-G
Revised 51152-G	Schedule No. GO-ET, EMERGING TECHNOLOGIES OPTIONAL RATE, FOR CORE COMMERCIAL AND INDUSTRIAL, Sheet 3	Revised 30202-G
Revised 51153-G	Schedule No. GTO-ET, TRANSPORTATION-ONLY EMERGING TECHNOLOGIES OPTIONAL RATE, FOR CORE COMMERCIAL AND INDUSTRIAL, Sheet 3	Revised 30205-G
Revised 51154-G	Schedule No. G-IMB, TRANSPORTATION IMBALANCE SERVICE, Sheet 7	Revised 45344-G
Revised 51155-G	Schedule No. G-CBS, UTILITY DISTRIBUTION COMPANY (UDC), CONSOLIDATED BILLING SERVICE, Sheet 1	Revised 34071-G
Revised 51156-G	Schedule No. GO-BCUS, BIOGAS	Original 49867-G

ATTACHMENT A
Advice No. 4744

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 51157-G	CONDITIONING/UPGRADING SERVICES, Sheet 1 Schedule No. GO-BCUS, BIOGAS	Original 49868-G
Revised 51158-G	CONDITIONING/UPGRADING SERVICES, Sheet 2 Schedule No. GO-BCUS, BIOGAS	Original 49869-G
Revised 51159-G	CONDITIONING/UPGRADING SERVICES, Sheet 3 Schedule No. GO-BCUS, BIOGAS	Original 49870-G
Revised 51160-G	CONDITIONING/UPGRADING SERVICES, Sheet 4 Schedule No. GO-BCUS, BIOGAS	Original 49871-G
Revised 51161-G	CONDITIONING/UPGRADING SERVICES, Sheet 5 Schedule No. GO-BCUS, BIOGAS	Original 49872-G
Revised 51162-G	CONDITIONING/UPGRADING SERVICES, Sheet 6 Schedule No. GO-BCUS, BIOGAS	Original 49873-G
Revised 51163-G	CONDITIONING/UPGRADING SERVICES, Sheet 7 Schedule No. GO-BCUS, BIOGAS	Original 49874-G
Revised 51164-G	Rule No. 01, DEFINITIONS, Sheet 1	Revised 43351-G
Revised 51165-G	Rule No. 01, DEFINITIONS, Sheet 5	Revised 45822-G
Revised 51166-G	Rule No. 01, DEFINITIONS, Sheet 7	Revised 45369-G
Revised 51167-G	Rule No. 01, DEFINITIONS, Sheet 9	Revised 45371-G
Revised 51168-G	Rule No. 01, DEFINITIONS, Sheet 13	Revised 47191-G*
Revised 51169-G	Rule No. 11, DISPUTED BILLS, Sheet 2	Original 39419-G
Revised 51170-G	Rule No. 30, TRANSPORTATION OF CUSTOMER-OWNED GAS, Sheet 7	Revised 47357-G*
Revised 51171-G	Rule No. 30, TRANSPORTATION OF CUSTOMER-OWNED GAS, Sheet 8	Revised 47198-G***
Revised 51172-G	SAMPLE FORMS - Contracts, Core Transport Agent Agreement for, Core Aggregation Service (Form 6536-A, 1/2015), Sheet 1	Revised 31200-G
Revised 51173-G	SAMPLE FORMS - CONTRACTS, Core Capacity Assignment Agreement , for Core Transport Agent - Form No. 6599 (1/2015)	Original 39140-G
Revised 51174-G	SAMPLE FORMS, Contracts, Customer Termination of CAT Program Contract, Form No. 6567-T, Sheet 1	Original 26418-G

ATTACHMENT A
Advice No. 4744

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 51175-G	SAMPLE FORMS - CONTRACTS, California Producer Operational Balancing Agreement, Form No. 6452	Original 49731-G
Revised 51176-G	SAMPLE FORMS - CONTRACTS, Compression Services Agreement (Form 8100)	Original 49858-G
Revised 51177-G Revised 51178-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 51117-G Revised 51143-G
Revised 51179-G Revised 51180-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 50970-G Revised 50971-G
Revised 51181-G Revised 51182-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 49608-G Revised 50901-G
Revised 51183-G	TABLE OF CONTENTS	Revised 51144-G

Schedule No. GM
MULTI-FAMILY SERVICE

Sheet 3

(Includes GM-E, GM-C, GM-EC, GM-CC, GT-ME, GT-MC and all GMB Rates)

(Continued)

RATES (Continued)

GMB

	<u>GM-BE</u>	<u>GM-BEC</u> ^{3/}	<u>GT-MBE</u> ^{4/}
<u>Baseline Rate</u> , per therm (baseline usage defined per Special Conditions 3 and 4):			
Procurement Charge: ^{2/}	34.124¢	34.478¢	N/A
<u>Transmission Charge</u> :	<u>18.166¢</u>	<u>18.166¢</u>	<u>17.335¢</u>
Total Baseline Charge (all usage):.....	52.290¢	52.644¢	17.335¢

Non-Baseline Rate, per therm (usage in excess of baseline usage):

Procurement Charge: ^{2/}	34.124¢	34.478¢	N/A
<u>Transmission Charge</u> :	<u>27.525¢</u>	<u>27.525¢</u>	<u>26.694¢</u>
Total Non-Baseline Charge (all usage):	61.649¢	62.003¢	26.694¢

	<u>GM-BC</u>	<u>GM-BCC</u> ^{3/}	<u>GT-MBC</u> ^{4/}
<u>Non-Baseline Rate</u> , per therm (usage in excess of baseline usage):			
Procurement Charge: ^{2/}	34.124¢	34.478¢	N/A
<u>Transmission Charge</u> :	<u>27.525¢</u>	<u>27.525¢</u>	<u>26.694¢</u>
Total Non Baseline Charge (all usage):.....	61.649¢	62.003¢	26.694¢

Minimum Charge

The Minimum Charge shall be the applicable monthly Customer Charge.

Additional Charges

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

(Footnotes continued from previous page.)

^{2/} This charge is applicable to Utility Procurement Customers and includes the G-CPR Procurement Charge as shown in Schedule No. G-CP, which is subject to change monthly, as set forth in Special Condition 7.

^{3/} These Cross-Over Rate charges will be applicable for only the first 12 months of service for residential core transportation customers who consumed over 50,000 therms: (1) in the last 12 months and who have transferred from procuring their gas commodity from a Core Transport Agent (CTA) to utility procurement unless such customer was returned to utility procurement because their gas supplier is no longer doing any business in California; and (2) who return to core procurement service for up to 90 days while deciding whether to switch to a different CTA.

^{4/} CAT Transmission Charges include a 0.831 cents per therm credit to amortize an overcollection in the FERC Settlement Proceeds Memorandum Account during 2015 as authorized in Advice No. 4700 approved on December 17, 2014 and D.14-06-007.

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4744
 DECISION NO.

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Jan 22, 2015
 EFFECTIVE Feb 21, 2015
 RESOLUTION NO. _____

Schedule No. G-10

Sheet 4

CORE COMMERCIAL AND INDUSTRIAL SERVICE
(Includes GN-10, GN-10C and GT-10 Rates)

(Continued)

SPECIAL CONDITIONS (Continued)

4. Interruption of Service: Service under this schedule is subject to interruption in whole or in part without notice in case of actual or anticipated shortage of natural gas resulting from an insufficient supply, inadequate transmission or delivery capacity or facilities or storage requirements. The Utility will not be liable for damages occasioned by interruption of service supplied under this schedule. Such interruption of service shall be made in accordance with Rule No. 23.
5. Rate Changes: The Utility will file core procurement rate changes on the last business day of each month to become effective on the first calendar day of the following month, except the Cross-Over Rate, which will be filed on or before the 9th calendar day of each month to be effective on the 10th calendar day of each month.
6. Multiple Use Customer: Customers may receive service under this schedule (a) separately, or (b) in combination with a another rate schedule(s) through a single meter installation. Where service is rendered under (b), a separate monthly Customer Charge shall be applicable for service under each schedule unless otherwise stated.
7. Noncore Service Election: Customers served hereunder may elect to be reclassified as noncore. Eligibility requirements are defined in Rule No. 1. Customers electing noncore service status must sign the required natural gas service agreement and have electronic meter reading equipment installed at the customer's expense as a condition of noncore service. Those customers who have a signed commitment to this schedule must fulfill their obligation to that commitment prior to being reclassified as noncore.
8. Utility Service Agreement: Noncore customers transferring to service under this schedule and core customers using over 250,000 therms/year who wish to take transportation-only service to their single facility must execute a Master Services Contract (Form No. 6597) and Schedule A, Intrastate Transmission Service (Form No. 6597-1). Customers wishing to aggregate service for multiple core facilities must execute a Core Transport Agent Agreement for Core Aggregation Service (Form No. 6536-A).
9. Term of Service: The term of service hereunder is one month except the following: Noncore customers transferring to service under this schedule shall be obligated to a minimum five-year term of core service under either this schedule or other core tariff schedules including Schedule No. G-AC and Schedule No. G-EN. Customers previously taking transportation-only service who elect to return to utility procurement service, including CAT customers using over 50,000 therms in the last 12 months, shall be obligated to the cross-over procurement rate for a period of one year as further defined in Schedule No. G-CP. Upon expiration of the applicable one-year or five-year commitment, the customer shall be on a month-to-month term thereafter.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
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Schedule No. G-10

Sheet 6

CORE COMMERCIAL AND INDUSTRIAL SERVICE
(Includes GN-10, GN-10C and GT-10 Rates)

(Continued)

SPECIAL CONDITIONS (Continued)

16. Gas Exchange Arrangements: Customers having existing gas exchange arrangements with the Utility must exchange the maximum amount of gas allowable under those arrangements prior to the delivery of customer-owned natural gas to the Utility for transportation, unless otherwise agreed to by the Utility.
17. Core Aggregation Transportation Customer Notices and Billing: SoCalGas shall continue to read customer meters, send customers legally required notices and bill inserts pursuant to Public Utilities Code 454(a), and provide customers with all other regular SoCalGas services. This includes direct billing, unless the customer specifies in the electronic Service Request DASR effective with the implementation of D.98-02-108, that SoCalGas bill the ESP or marketer/shipper for all charges.
18. Disputed Bills: All disputes between customers and their Aggregator shall be resolved solely by customers and the Aggregator, and such disputes shall not be subject to Commission jurisdiction. All disputes between the Utility and customers or between the Utility and Aggregators shall be subject to Commission jurisdiction.

Firm Noncore Service in Potentially Capacity-Constrained Areas

19. Open Season: The Utility will conduct an open season to solicit contractually binding bids from noncore eligible customers for firm service in potentially capacity-constrained areas, as defined in Rule No. 1.
20. Non-Bidding Customers: Noncore eligible customers, on core service as of the Open Season start date, as defined in the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, that do not submit a bid for noncore service commencing on the effective date of the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, may remain core.

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(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
RESOLUTION NO. _____

Schedule No. G-AC

Sheet 3

CORE AIR CONDITIONING SERVICE FOR COMMERCIAL AND INDUSTRIAL
(Includes G-AC, G-ACC and GT-AC Rates)

(Continued)

SPECIAL CONDITIONS (Continued)

Applicable to Both Procurement and Transportation-Only Customers (Continued)

7. Utility Service Agreement: Noncore customers transferring to service under this schedule and core customers using over 250,000 therms/year who wish to take transportation-only service to their single facility must execute a Master Services Contract (Form No. 6597) and Schedule A, Intrastate Transmission Service (Form No. 6597-1). Customers wishing to aggregate service for multiple core facilities must execute a Core Transport Agent Agreement for Core Aggregation Service (Form No. 6536-A).
8. Term of Service: The term of service hereunder is one month except the following: Noncore customers transferring to service under this schedule shall be obligated to a minimum five-year term of core service under either this schedule or other core tariff schedules including Schedule No. G-10 and Schedule No. G-EN. Customers previously taking transportation-only service who elect to return to utility procurement service, including CAT customers using over 50,000 therms in the last 12 months, shall be obligated to the cross-over procurement rate for a period of one year as further defined in Schedule No. G-CP. Upon expiration of the applicable one-year or five-year commitment, the customer shall be on a month-to-month term thereafter.
9. Gas Metering: The Utility at its option may use either of the following means to accurately measure gas usage for nonresidential core cooling: (a) install a separate metering facility, or (b) use a subtracting meter. Such meters will be installed at the customer's expense. Where service is rendered under (a), the customer's usage will be the sum of all meters.
10. Change of Customer's Apparatus or Equipment: In the event customers make any material change, in either the amount or character of their gas air conditioning appliances or equipment, written notice to the Utility must be made in accordance with Rule No. 29, Change of Customer's Apparatus or Equipment.
11. Core and Noncore Service Split: If the customer splits its gas requirements between service under this schedule and noncore service under Schedule Nos. GT-F and/or GT-I, the customer shall be required to specify a fixed monthly quantity for service hereunder by month for the term of the customer's contract. The monthly contract quantity breakdown may be established on the basis of seasonal variations in the customer's usage in accordance with the customer's historic usage pattern. The Utility reserves the right to accept or reject such requested quantities after considering the customer's historic usage pattern and other evidence provided by the customer regarding operational changes affecting the customer's consumption. Notwithstanding that monthly quantities are fixed for the term of the contract, the customer may request increases to the monthly quantities subject to approval by the Utility. In the event an increase in procurement service is approved, the incremental monthly quantity shall be subject to the Cross-Over Rate and the entire core quantity shall become subject to a new five-year term.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
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Schedule No. G-AC

Sheet 4

CORE AIR CONDITIONING SERVICE FOR COMMERCIAL AND INDUSTRIAL
(Includes G-AC, G-ACC and GT-AC Rates)

(Continued)

SPECIAL CONDITIONS (Continued)

Applicable to Both Procurement and Transportation-Only Customers (Continued)

12. Core Service for Noncore Eligible Customers in Potentially Capacity Constrained Areas: Any existing noncore customer, or potential new noncore customer, offered an opportunity to bid for firm noncore service commencing on the effective date of the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, but declined to bid, or was not awarded sufficient firm capacity, may not elect core service for the period covered by the open season.

Noncore eligible customers, on core service as of the Open Season start date, as defined in the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, that do not submit a bid for noncore service commencing on the effective date of the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, may remain core.

Applicable to Transportation-Only Customers

13. Transportation-Only Service Option: Customers electing this service option must make arrangements for the purchase and delivery of gas supplies to the SoCalGas system to be transported by the Utility as set forth in Rule No. 32. The GT-AC rate is available to non-residential core customers with a minimum usage of 250,000 therms annually, either through an individual meter or from a group of end-use meters, where each end-use meter is classified as core usage and located within the Utility's service territory. Core customers who do not meet the above minimum may opt to aggregate their loads with other core customers and contract for core aggregation service from an authorized ESP, as set forth in Rule No. 32.
14. Gas Transportation Rules: Transportation service under this schedule is subject to the terms and conditions established in Rule No. 30, Transportation of Customer-Owned Gas, and Rule No. 32, Core Aggregation Transportation.
15. Gas Imbalance Service: Transportation Imbalance Service shall be provided to the customer, the customer's ESP or marketer/shipper under Schedule No. G-IMB.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
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Schedule No. G-EN

Sheet 3

CORE GAS ENGINE WATER PUMPING SERVICE FOR COMMERCIAL
AND INDUSTRIAL (Includes G-EN, G-ENC and GT-EN Rates)

(Continued)

SPECIAL CONDITIONS (Continued)

Applicable to Both Procurement and Transportation-Only Customers (Continued)

7. Utility Service Agreement: Noncore customers transferring to service under this schedule and core customers using over 250,000 therms/year who wish to take transportation-only service to their single facility must execute a Master Services Contract (Form No. 6597) and Schedule A, Intrastate Transmission Service (Form No. 6597-1). Customers wishing to aggregate service for multiple core facilities must execute a Core Transport Agent Agreement for Core Aggregation Service (Form No. 6536-A).
8. Term of Service: The term of service hereunder is one month except the following: Noncore customers transferring to service under this schedule shall be obligated to a minimum five-year term of core service under either this schedule or other core tariff schedules including Schedule No. G-10 and Schedule No. G-AC. Customers previously taking transportation-only service who elect to return to utility procurement service, including CAT customers using over 50,000 therms in the last 12 months, shall be obligated to the cross-over procurement rate (G-ENC) for a period of one year as further defined in Schedule No. G-CP. Upon expiration of the applicable one-year or five-year commitment, the customer shall be on a month-to-month term thereafter.
9. Change of Customer's Apparatus or Equipment: In the event customers make any material change, in either the amount or character of their gas engine water pumping equipment, written notice to the Utility must be made in accordance with Rule No. 29, Change of Customer's Apparatus or Equipment.
10. Core and Noncore Service Split: If the customer splits its gas requirements between service under this schedule and noncore service under Schedule Nos. GT-F and/or GT-I, the customer shall be required to specify a fixed monthly quantity for service hereunder by month for the term of the customer's contract. The monthly contract quantity breakdown may be established on the basis of seasonal variations in the customer's usage in accordance with the customer's historic usage pattern. The Utility reserves the right to accept or reject such requested quantities after considering the customer's historic usage pattern and other evidence provided by the customer regarding operational changes affecting the customer's consumption. Notwithstanding that monthly quantities are fixed for the term of the contract, the customer may request increases to the monthly quantities subject to approval by the Utility. In the event an increase is approved, the incremental monthly quantity shall be subject to the Cross-Over Rate and the entire core quantity shall become subject to a new five-year term.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
RESOLUTION NO. _____

Schedule No. G-NGV

Sheet 4

NATURAL GAS SERVICE FOR MOTOR VEHICLES
 (Includes G-NGU, G-NGUC, G-NGC and GT-NGU Rates)

(Continued)

SPECIAL CONDITIONS (Continued)

Applicable to Both Procurement and Transportation-Only Customers (Continued)

- 8. Change of Customer's Apparatus or Equipment: In the event customers make any material change, either in the amount or character of gas appliances or associated equipment, written notice to the Utility must be made in accordance with Rule No. 29, Change of Customer's Apparatus or Equipment.
- 9. California Air Resources Board (ARB) Fuel Regulations: Due to ARB fuel specification regulations, the Utility may not be able to provide natural gas for motor vehicle refueling in some areas of its service territory without some additional location-specific equipment requirements. Therefore customers intending to provide or use natural gas as a motor vehicle fuel must inform the Utility of such intentions prior to such provision or use. The Utility and the customer will determine what location-specific equipment requirements, if any, are needed to satisfy ARB fuel regulations for the provision of NGV service.

Applicable to Transportation-Only Customers

- 10. Transportation-Only Service Option: Customers electing this service option must make arrangements for the purchase and delivery of gas supplies to the SoCalGas system to be transported by the Utility as set forth in Rule No. 32. The GT-NGU rate is available to non-residential core customers with a minimum usage of 250,000 therms annually, either through an individual meter or from a group of end use meters, where each end use meter is classified as core usage and located within the Utility's service territory. Core customers who do not meet the above minimum may opt to aggregate their loads with other core customers and contract for core aggregation service from an authorized Core Transport Agent (CTA), as set forth in Rule No. 32.
- 11. Core Transport Agent Agreement for Core Aggregation Service (Form 6536-A): Customers who meet a minimum transportation requirement of 250,000 therms per year and elect to receive service under this schedule directly from SoCalGas rather than through a CTA must execute Form 6536-A and all the provisions of Rule No. 32 shall apply.
- 12. Gas Transportation Rules: Transportation service under this schedule is subject to the terms and conditions established in Rule No. 30, Transportation of Customer-Owned Gas, and Rule No. 32, Core Aggregation Transportation.

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4744
 DECISION NO.

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Jan 22, 2015
 EFFECTIVE Feb 21, 2015
 RESOLUTION NO. _____

Schedule No. GO-ET

Sheet 3

EMERGING TECHNOLOGIES OPTIONAL RATE
FOR CORE COMMERCIAL AND INDUSTRIAL

(Continued)

SPECIAL CONDITIONS

1. Definitions of the principal terms used in this Schedule are contained in Rule No. 1 unless otherwise defined within this Schedule. For the purposes of optional rate discounting a new customer is defined as a new meter measuring gas load not previously served, or a reconnected meter measuring load that has been off the SoCalGas system for at least 12 months. New usage is defined as new gas load to the SoCalGas system either through a new or existing meter. Incremental usage is defined as additional gas load above the base volume as established and agreed to in Section 6.1 of the Agreement and remains unchanged for the life of the Agreement. Base volume is defined as the usage in the prior 12-month period to signing the Agreement. For the purposes of this Schedule, emerging gas technologies include, but are not limited to applications of air compression, refrigeration, and air conditioning.
2. Any additional, altered, or replaced service and measurement-related facilities deemed necessary by SoCalGas to adequately measure service hereunder shall be installed, owned, and operated by SoCalGas and the installation and materials of such facilities shall be at the customer's expense.
3. Customers receiving service under this rate schedule may be eligible to elect transportation service under Schedule No. GTO-ET.
4. SoCalGas will file core procurement rate changes each month.
5. Discounts for the Emerging Technologies rate schedule can be volumetric rate discounts, up-front bill credits, or a combination of both. These discounts may be offered in addition to DSM incentives, line extension allowances, Rule No. 38 incentives, core transport agent incentives, third party incentives, third party financing, etc.
6. As a condition precedent to service under this Schedule, a signed Agreement shall be required. As part of the Agreement, the customer acknowledges under penalty of perjury, that the terms and conditions of this Schedule are a material factor in its decision to locate new load within the SoCalGas service territory.
7. All contracts, agreements, rates, and conditions are subject to revision and modification as a result of CPUC order.
8. The term for service under this Schedule shall be set forth in the Agreement and in compliance with the conditions set forth in Rule No. 19. As per the conditions of D.98-01-04, Agreements under this Schedule shall not exceed 5 years.
9. Unless otherwise stated in this Schedule and Agreement, all conditions of Otherwise Applicable Tariff shall remain in effect.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4744
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ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jan 22, 2015
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Schedule No. GTO-ET

Sheet 3

TRANSPORTATION-ONLY EMERGING TECHNOLOGIES OPTIONAL RATE
FOR CORE COMMERCIAL AND INDUSTRIAL

(Continued)

SPECIAL CONDITIONS (Continued)

2. Any additional, altered, or replaced service and measurement-related facilities deemed necessary by SoCalGas to adequately measure service hereunder shall be installed, owned, and operated by SoCalGas and the installation and materials of such facilities shall be at the customer's expense.
3. Discounts for the Emerging Technologies rate schedule can be volumetric rate discounts, up-front bill credits, or a combination of both. These discounts may be offered in addition to DSM incentives, line extension allowances, Rule No. 38 incentives, core transport agent incentives, aggregator incentives, third party incentives, third party financing, etc.
4. As a condition precedent to service under this Schedule, a signed Agreement shall be required. As part of the Agreement, the customer acknowledges under penalty of perjury, that the terms and conditions of this Schedule are a material factor in its decision to locate new load within the SoCalGas service territory.
5. All contracts, agreements, rates, and conditions are subject to revision and modification as a result of CPUC order.
6. The term for service under this Schedule shall be set forth in the Agreement and in compliance with the conditions set forth in Rule No. 19. As per the conditions of D.98-01-04, Agreements under this Schedule shall not exceed 5 years.
7. Unless otherwise stated in this Schedule and Agreement, all conditions of the Otherwise Applicable Tariff shall remain in effect.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4744
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Senior Vice President

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DATE FILED Jan 22, 2015
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Schedule No. G-IMB
TRANSPORTATION IMBALANCE SERVICE

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

3. Immediately each month when actual meter usage information becomes available, an adjustment to the Utility Gas Procurement Department's imbalance account will be made to account for any differences between actual consumption of the core customers and the Daily Forecast Quantity, company use and LUAF.
4. Immediately each month when actual meter usage information becomes available, an adjustment to the ESP's imbalance account will be made to account for any differences between actual consumption of the core customers and the DCQ.
5. Customers may not use imbalance trading during the period November 1- March 31 to offset minimum daily delivery requirements.
6. Customers may trade their monthly imbalances with other customers. Customer's cumulative imbalances will be stated on the customer's monthly bill. The customer's bill will serve as notice of current imbalances. Beginning at 7:00 a.m., Pacific Clock Time (PCT), on the 25th calendar day in the month of notification, customers may enter EBB to trade imbalances with other customers. Customers within the tolerance band may trade any quantities so long as the 10% tolerance band is not exceeded. Customers outside the tolerance band may trade quantities up to a maximum of their excess imbalance (quantities outside of tolerance) plus the 10% tolerance band. The Utility will notify participants through EBB or other notice once the trade is validated. The trading period will end at 11:59 p.m. PCT on the last calendar day of the same month. During the month of February, the trading period begins at 7:00 a.m. PCT on the 23rd of the month and ends at 11:59 p.m. PCT on the last calendar day of the month. The trading periods are as follows:

January 25-31	May 25-31	September 25-30
February 23-28 (or 29)	June 25-30	October 25-31
March 25-31	July 25-31	November 25-30
April 25-30	August 25-31	December 25-31

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4744
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Schedule No. G-CBS

Sheet 1

UTILITY DISTRIBUTION COMPANY (UDC)
CONSOLIDATED BILLING SERVICE

APPLICABILITY

Applicable to Core Transport Agents (CTAs or also known as core aggregators) who provide direct access to core Customers, as defined in Rule No. 1.

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TERRITORY

Applicable throughout the service territory.

DESCRIPTION OF TARIFFED SERVICE

Bill Calculation

SoCalGas will calculate and send a consolidated bill containing both SoCalGas' transportation and related charges and the CTA's gas procurement charges to the Customer. SoCalGas will calculate the CTA's procurement charges based upon CTA-supplied rates.

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The CTA will send rate changes to SoCalGas via e-mail on a monthly basis, at least five business days, before the first of the month. Rate changes may be made less than five business days before the first of the month, if agreed to by SoCalGas in its sole discretion. The CTA is solely responsible for ensuring SoCalGas' receipt of applicable gas procurement rates and for the correctness of all rates provided to SoCalGas.

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The gas procurement rate assignment will be limited to the following:

Rate per Therm: One flat rate per therm applied to all of the CTA's accounts for each calendar month. This rate per therm can be changed only on a monthly basis. Meters are read on a cycle basis, which may include a portion of two months' gas usage. Therefore, Customer's usage will be prorated based on the number of days for each month and the procurement rate established for each calendar month will be applied to the Customer's usage in each respective calendar month to calculate the gas procurement charges.

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Fixed Service Charge: One fixed service charge per account applied to all the CTA's accounts with the option of applying it as a daily charge or a monthly charge. This fixed service charge can be changed only on a monthly basis.

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4744
 DECISION NO.

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 1

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APPLICABILITY

Applicable to Biogas Producers requesting biogas conditioning/upgrading services located on or adjacent to the Premises. Biogas Conditioning/Upgrading (BCUS) Services under this Schedule is conditioned upon arrangements mutually satisfactory to the Biogas Producer and the Utility for design, location, construction, and operation of required BC Facilities.

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

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TERRITORY

Applicable throughout Utility's service territory.

GENERAL

1. **BIOGAS PRODUCER REQUIREMENTS.** Biogas Producer shall provide Utility with gas quantity and quality specifications of Untreated Biogas that would be subject to conditioning/upgrading to Treated Biogas and any other Biogas Producer requirements for Utility to determine through a Feasibility Analysis the appropriate level of BC Services required. Biogas Producer must be able to make all necessary contractual representations and warranties including those on gas quality and throughput.
2. **DESIGN.** Utility will be responsible for planning, designing, procuring, installing, constructing, and engineering the BC Facilities using the Utility's specifications for design, materials, and construction.
3. **OWNERSHIP.** BC Facilities installed under the provisions of this Schedule shall be owned, operated, and maintained by Utility and/or its contractors or agents. Biogas Producer shall own, operate, and maintain any and all equipment and facilities upstream of the BCUS Receipt Point for the Untreated Biogas and downstream of the BCUS Point of Service Delivery for the Treated Biogas, or have the legal rights to and ownership of Untreated Biogas and the full power and authority to perform all obligations under the Agreement related to the Premises.
4. **PLACEMENT OF BC FACILITIES AND RIGHTS-OF-WAY.** Biogas Producer shall provide an appropriate location and Protective Structures for the safe and secure placement and operation of BC Facilities as required by Utility. Biogas Producer shall provide rights-of-way, leases and/or easements as required by Utility, for Utility to install, operate and maintain BC Facilities on Premises to serve the Biogas Producer.

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(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
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RESOLUTION NO. _____

Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 2

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(Continued)

GENERAL (Continued)

5. ACCESS TO PREMISES. Whether or not pursuant to rights-of-way, Utility, including its employees, contractors and agents, shall have at all times the right to enter and leave Premises for any purpose connected with the furnishing of BC Services or other gas services including, but not limited to, construction, operations, maintenance, and necessary deliveries on and off-site, 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 BC Facilities and any other of Utility's facilities;
 - b. Safe and ready access for Utility personnel and/or its contractors or agents;
 - c. Unobstructed ready access for Utility's vehicles and equipment to install, remove, repair, or maintain BC Facilities and any other of Utility's facilities; and
 - d. Removal of any and all of BC Facilities or any other of Utility and/or its contractors or agents' facilities installed on or below Premises after the termination of BC Services.
6. SERVICE CONNECTIONS. Only personnel duly authorized by Utility are allowed to connect or disconnect BC Facilities, remove BC Facilities, or perform any work upon BC Facilities or Utility-owned existing facilities.
7. BIOGAS PRODUCER'S RESPONSIBILITIES. In accordance with Utility's design, specifications, and requirements for the installation, maintenance and operation of BC Facilities, Biogas Producer shall have the following responsibilities:
- a. Biogas Producer shall be solely responsible for electric and natural gas service and all electric and natural gas bills and electric and natural gas costs, including electricity and natural gas to run BC Facilities, during construction and operating periods and all other required utility services.
 - b. Biogas Producer or Biogas Producer's designee shall be solely responsible for owning the Untreated Biogas and Treated Biogas.
 - c. Biogas Producer shall be solely responsible, at Biogas Producer's own liability, risk and expense, to provide Untreated Biogas to the Point of Receipt. The Biogas Producer's facilities shall conform to industry standards and applicable laws, codes, and ordinances of all governmental authorities having jurisdiction, including any applicable environmental laws.

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(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
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Lee Schavrien
Senior Vice President

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DATE FILED Jan 22, 2015
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 3

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(Continued)

GENERAL (Continued)

7. BIOGAS PRODUCER'S RESPONSIBILITIES (Continued)

- d. Biogas Producer shall make arrangements to stop deliveries of Untreated Biogas and shut down the operation of any existing equipment as needed by Utility including, but not limited to, the following: to tie into existing gas piping, to tie into the electrical system to provide power to the BC Facilities, to tie into the existing grounding system, to tie into existing control/emergency systems, and as necessary during the BC Facilities startup, commissioning and throughout the term of the Agreement for scheduled and un-scheduled maintenance.
- e. Biogas Producer (i) shall limit access and take all necessary steps to prevent BC Facilities from being damaged or destroyed, (ii) shall not interfere with Utility's ongoing operation of BC Facilities, and (iii) shall provide adequate notice to Utility through Utility's representative identified in the Agreement prior to any inspection of BC 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 Biogas Producer'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 Biogas Producer, or any agents, employees, or licensees of Biogas Producer, on the part of Biogas Producer installing, maintaining, using, operating, or interfering with its own pipes, fittings, valves, regulators, appliances, fixtures, or apparatus.
- g. Biogas Producer shall meet on an on-going basis the Creditworthiness Requirements and maintain all required amounts and categories of insurance.
- h. Biogas Producer 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

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
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Lee Schavrien
Senior Vice President

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DATE FILED Jan 22, 2015
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 4

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(Continued)

GENERAL (Continued)

7. BIOGAS PRODUCER'S RESPONSIBILITIES (Continued)

h. (Continued)

a result of the BC Services or BC Facilities ("Pre-Existing Environmental Liability") or from the Untreated Biogas prior to delivery to the BC Facilities, 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 Biogas Producer and Utility, Biogas Producer agrees to accept full responsibility for, and bear all costs associated with, Pre-Existing Environmental Liability. Biogas Producer agrees that Utility may stop work, terminate BC Services, redesign the BC Facilities for a different location or take other action reasonably necessary to install the BC Facilities without incurring any Pre-Existing Environmental Liability.

i. Biogas Producer shall be responsible for the additional costs required to modify or maintain BC Facilities or to provide BC Services due to any changes in Biogas Producer's requirements or operating conditions or damage to BC Facilities due to Biogas Producer's negligence or willful misconduct after BC Facilities' commissioning.

j. If applicable, Biogas Producer is responsible for entering into the appropriate Utility Access Agreement (Rule No. 39) for delivery and metering of the conditioned gas into the Utility system and for complying with the gas quality and interconnection requirements as set forth in Rule No. 30, Transportation of Customer-Owned Gas and Rule No. 39, Access to the SoCalGas Pipeline System.

8. UTILITY RESPONSIBILITIES

a. Utility and/or its contractors or agents will be responsible for the planning, design, procurement, installation, construction, ownership, maintenance, and operation of BC Facilities and equipment from the BCUS Receipt Point for the Untreated Biogas through the BCUS Point of Service Delivery for the Treated Biogas consistent with the terms of the Agreement.

b. Utility shall be responsible for applying for any necessary permits to construct and operate the BC Facilities, however, Biogas Producer 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.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
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ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 5

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(Continued)

GENERAL (Continued)

8. UTILITY RESPONSIBILITIES (Continued)

- c. Utility and/or its contractors or agents shall be responsible for the operation of the BC Facilities and shall perform all preventative maintenance, including regular inspections, on BC Facilities consistent with the manufacturer's recommendations and regulatory requirements.
- d. Utility and/or its contractors or agents shall be responsible to remove BC Facilities at the end of the term of the Agreement or any extensions thereof, and Biogas Producer shall allow Utility a sufficient amount of time to complete removal of BC Facilities.

RATES

Utility and Biogas Producer will negotiate a rate based on the Biogas Producer's unique circumstances ("Services Fee"). The Services Fee shall be fully compensatory and cost-based using a cost-of-service formulation. The formulation will employ full overhead loaders and indirect charges using a capital charge rate no lower than the utility authorized weighted average cost of capital to ensure that the Services Fee is fully compensatory. The Services Fee shall be set forth in the Agreement and shall, unless otherwise specified in the Agreement, be billed in equal monthly installments over the term of the Agreement.

SPECIAL CONDITIONS

- 1. The definitions of principal or capitalized terms used in this schedule are found either herein, in the Agreement, or in Rule No. 1, Definitions.
- 2. Service may be denied, suspended or discontinued for nonpayment, unsafe apparatus, or other reasons in accordance with Rule No. 9, Discontinuance of Service.
- 3. Any disputed bill will be treated in accordance with Rule No. 11, Disputed Bills.
- 4. As a condition precedent to service under this schedule, a fully executed Agreement generally in the form of the Biogas Conditioning and Upgrading Services Agreement is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
- 5. Utility may file in the public records, including real estate records, such instruments as may be appropriate or desirable (such as UCC financing statements and fixture filings) to put others on notice of Utility's ownership of the BC Facilities.

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

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Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 6

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(Continued)

SPECIAL CONDITIONS

6. Biogas Producer may request changes to BC Services or BC Facilities as a result of changes to Biogas Producer's requirements at any time during the term of the Agreement, however, Utility has sole discretion whether to make any changes to BC Services or BC Facilities, and Biogas Producer shall be responsible for the full costs related to the resulting changes in BC Services or BC Facilities.
7. Utility disclaims any liability related to the quality of the conditioned biogas. Should any assessed liability occur, Utility's ratepayers will not bear the cost of such liability. The commercial obligations of Utility to the Biogas Producer regarding performance of the BC Services will be as specified in the Agreement.
8. This schedule will remain open to new customers ten years from the issuance date of the Commission's decision, unless this date is extended by order of the Commission. Service Agreements executed within this timeframe may remain in effect for the duration of their terms.

DEFINITIONS

1. **AGREEMENT.** Biogas Conditioning and Upgrading Services Agreement between Biogas Producer and Utility describing BC Services to be provided to Biogas Producer and BC Facilities to be installed by Utility, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.
2. **BC FACILITIES.** Facilities to be placed on or adjacent to Premises in order to provide BC Services (to be identified in Exhibit A of the Agreement) including, but not limited to:
 - a. Compressors, blowers, vessels, upgrading skid, flares, gas monitoring and control systems, piping and any other equipment needed to provide BC Services; and
 - b. Other associated equipment that may be requested by Biogas Producer and agreed to by Utility.
3. **BC SERVICES.** Planning, designing, procuring, installing, constructing, owning, operating, and maintaining the BC Facilities located on or adjacent to Premises to upgrade and condition Untreated Biogas owned by Biogas Producer to gas quality levels agreed upon by both the Utility and Biogas Producer through the use of BC Facilities.
4. **BCUS POINT OF SERVICE DELIVERY.** Physical point(s) of delivery to the Biogas Producer downstream of BC Facilities. Each BCUS Point of Service Delivery shall be clearly marked or tagged physically and identified in the Agreement.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 7

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(Continued)

DEFINITIONS (Continued)

5. BCUS RECEIPT POINT. Physical point(s) of delivery to the Utility upstream of BC Facilities. Each BCUS Point of Receipt shall be clearly marked or tagged physically and identified in the Agreement.

- 6 CREDITWORTHINESS REQUIREMENTS. Biogas Producer shall provide adequate assurance acceptable to Utility to establish Biogas Producer's creditworthiness according to the amount to establish credit contained herein. Such adequate assurance shall be supplemented from time to time thereafter during the term hereof to the extent requested by Utility. The amount of credit required to establish or re-establish credit for BC Services will be the full cost of the BC Services consisting of the summation of the monthly service fees for the duration of the term of the Agreement.

Biogas Producer shall be required to complete a credit application that includes financial and other relevant information needed to establish credit. Utility shall use financial and other relevant information, along with Biogas Producer's service request and any other available information, to determine the Biogas Producer's credit limit. If unsecured credit is granted based on the financial strength of a parental corporation, a parental guaranty will be required.

A guaranty in form, substance and in an amount reasonably acceptable to Utility may be provided by Biogas Producer from Biogas Producer's parent company or some other guarantor acceptable to Utility. Any guarantor must submit to a creditworthiness evaluation and provide necessary financial and other information as requested by Utility. Utility will provide acceptable guaranty forms and any amendments thereto and will allow reasonable modifications to the guaranty forms.

To assure the continued validity of an established credit facility with Utility, Biogas Producer shall be required to furnish Utility with financial and other relevant information satisfactory to Utility during the term of the Agreement. In the event that Utility determines that a financial change has affected, or could adversely affect the creditworthiness of Biogas Producer, or if Biogas Producer does not provide the requested financial information, Utility may terminate the Agreement. Utility shall provide written notice to Biogas Producer with a commercially reasonable cure time not to be less than three (3) business days prior to termination.

In the event that Utility determines that Biogas Producer qualifies for unsecured credit, security may be required at a future date if Utility determines that a material change has occurred, or becomes aware of a material change in Biogas Producer's financial position, or if the provisions of this Rule are changed.

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

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Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Jan 22, 2015
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 8

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(Continued)

DEFINITIONS (Continued)

6. CREDITWORTHINESS REQUIREMENTS (Continued)

Biogas Producer may submit a security deposit in lieu of the creditworthiness evaluation to qualify for BC Services. The security deposit is due at Agreement execution and will secure Biogas Producer's obligations during both the construction period and the service period. The security deposit may be in the form of (a) cash, (b) an irrevocable and automatic annually renewing standby letter of credit in form, substance and amount reasonably acceptable to Utility and issued by a major financial institution within the United States, acceptable to Utility, or (c) renewable surety bond(s) in a form reasonably acceptable to Utility and issued by a major insurance company within the United States, acceptable to Utility.

Biogas Producer may be required to reestablish credit if in the reasonable determination of Utility, the conditions under which credit was originally established have changed, or if in the opinion of Utility a condition of high risk exists.

In the event Utility determines that a financial change has or could adversely affect the creditworthiness of Biogas Producer, or if Biogas Producer does not provide the requested financial information, Utility may terminate Biogas Producer's participation in the program with the sum of the remaining payments due immediately.

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

7. FEASIBILITY AGREEMENT. Feasibility Analysis Agreement between Biogas Producer and Utility providing a Feasibility Analysis to Biogas Producer, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.

8. FEASIBILITY ANALYSIS. All analyses as required by Utility to determine the scope and pricing for the Agreement.

9. PREMISES. All of the real property and apparatus employed by Biogas Producer 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.

10. PROTECTIVE STRUCTURES. Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by Utility, permitting agencies, or other regulations.

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4744
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ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Jan 22, 2015
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Rule No. 01
DEFINITIONS

Sheet 1

The following are definitions of the principal terms used in these tariff schedules.

Agent Marketer (Agent): Agents are individuals, companies or consortiums that are appointed by noncore customers to act on their behalf in activities such as the purchasing, nominating and balancing of gas supplies. As an example, however, Agents bear no financial responsibility for the transportation imbalances incurred by the customers they represent.

Aggregator: See Core Transport Agent (CTA).

Alternate Fuel: Any fuel, gaseous, liquid, or solid, that may be used in lieu of natural gas. Electricity shall not be considered as an alternate fuel for purposes of conversion.

Alternate Fuel Capability: Alternate fuel facilities installed, permitted and capable of use on a sustained basis, excluding those uses exempted by Section 2773.5 of the California Public Utilities Code.

Alternate Gas Transportation Service Provider: Entity other than the Utility that transports natural gas to the customer's facility.

Annual Firm Withdrawal: Storage withdrawal service that is available every day of the storage year except for core emergencies, force majeure, or scheduled maintenance outages.

Appliance: Approved (e.g. AGA listed) and essential gas fired equipment.

Applicant: Person, agency, or entity requesting the Utility to supply natural gas service.

Application: Request to the Utility for natural gas service; not an inquiry as to the availability or charges for such services.

Balancing Account: Account in which expenses are compared with actual revenues derived from rates designed to recover those expenses. Any resulting over- or undercollection, plus interest, is due to or owed from ratepayers, respectively. Account balances are amortized in future rates, as approved by the Commission.

Balancing Service: Best-efforts service to accommodate imbalances between actual Customer usage and Customer-owned gas delivered to the Utility.

Baseline: A rate structure mandated by the California Legislature that ensures all residential customers are provided a minimum necessary quantity of gas at the lowest possible cost.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Jan 22, 2015
EFFECTIVE Feb 21, 2015
RESOLUTION NO. _____

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Rule No. 01
DEFINITIONS

Sheet 5

(Continued)

Day: Period commencing at 12:00 midnight (Pacific time) on any calendar day and ending at 12:00 midnight (Pacific time) on the next succeeding calendar day.

DCQ: See Contract Quantity, Daily.

Decatherm: Ten therms or 1,000,000 British thermal units (MMBtu).

Direct Access (DA): Any end-use Utility customer electing to procure its natural gas, and any other CPUC-authorized energy services, directly from core transport agent (CTA).

Direct Access Service Request (DASR): Request for enrollment, termination, or other change under the Core Aggregation Transportation (CAT) program. The DASR transaction outlined in Rule No. 32 was implemented pursuant to CPUC D.98-02-108.

Displacement Receipt Point Capacity: Utility pipeline system improvements which increase the take-away capacity from a receipt point but do not increase the overall downstream capacity of the Utility's backbone transmission system. The addition of Displacement Receipt Point Capacity increases the ability of the Utility to receive gas from a particular receipt point or zone in competition with other gas supplies delivered into the system.

Electric Generation: Use of natural gas to generate electricity, either directly or indirectly, including natural gas used for cogeneration or solar electric generation projects.

Electric Generation Startup and Igniter Fuel: Electric generation natural gas use where no alternate fuel capability exists for: (1) heating the boiler system adequately during start-up to enable efficient oil burning to meet pollution standards; and (2) insuring continuous-ignition and flame-stabilization within the boiler.

Electronic Billing: An option that customers can elect whereby the Utility provides billing information to the customer by means of a computer network such as the Internet or in a form to be used by a computer or similar electronic device to destinations mutually agreed upon between Utility and the customer, such as the Utility's web page, or a home banking, bill aggregator or financial institution website.

Electronic Bulletin Board (EBB): Southern California Gas' Internet based electronic gas transactions and information management computer system. Current trademarked name is SoCalGas' Envoy.

Electronic Bulletin Board (EBB) User: The customer's employee, agent or contractor who has been authorized to access the Utility's EBB on Form 6800 and is authorized to perform transactions and obtain information on behalf of the customer.

Electronic Data Interchange (EDI): The sending and receiving of data and/or funds in a structured electronic format, commonly involving information technology and telecommunications technology.

(Continued)

(TO BE INSERTED BY UTILITY)
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D

Rule No. 01
DEFINITIONS

Sheet 7

(Continued)

Full Requirements Service: Full requirements service is an option for core subscription customers and firm intrastate transportation customers. Full requirements customers choose to have all of their fossil fuel requirements satisfied by natural gas. Full requirements customers may choose to procure their supplies from the Utility; transport their own supplies; or any combination of the two. Such customers are not subject to use-or-pay charges except to the extent that unauthorized alternate fuel use or bypass occurs. Full requirements customers are prohibited from using alternate fuels or bypass pipeline service except: (1) in the event of curtailment, (2) to test alternate fuel systems, (3) where the Utility has provided prior written authorization for the use of alternate fuels or bypass, (4) if using gas that is produced and consumed within the service territory of a wholesale customer, or (5) if using digester/landfill gas. Any fuel produced on-site by the customer can be used by the producer without penalty.

Gas Engine Water Pumping: Natural gas engine used for water pumping in agricultural or agricultural-related operations for the growing of crops or the raising of fowl or animals within SoCalGas' service territory. In addition, any natural gas engine used for municipal water pumping for countercyclical or agricultural use.

Gas Service Provider (GSP): Supplier of natural gas to core or noncore customers including, but not limited to Core Transport Agent (CTA or Aggregator), Contracted Marketer, Agent or its equivalent title for SoCalGas, Pacific Gas & Electric Company, or San Diego Gas & Electric Company.

Gas Service Provider No Longer Offering Gas Service In California: GSP will be considered no longer offering gas service in California if the GSP does not provide natural gas to any customer facility on the system of SoCalGas, Pacific Gas & Electric Company or San Diego Gas & Electric Company, excluding those customers that serve as their own GSP.

Gas Supply: Supply of gas procured by Utility on behalf of its procurement customers and to meet its operational needs.

Heating Value: Number of Btus liberated by the complete combustion at constant pressure of one cubic foot of natural gas at a base temperature of sixty degrees Fahrenheit (60°F) and a pressure base of fourteen and seventy-three hundredths (14.73) psia, with air at the same temperature and pressure as the natural gas, after the products of combustion are cooled to the initial temperature of the natural gas, and after the water vapor of the combustion is condensed to the liquid state. The Heating Value of the natural gas shall be corrected for the water vapor content of the natural gas being delivered except that, if such content is seven (7) pounds or less per one million (1,000,000) cubic feet, the natural gas shall be considered to be dry.

Housing Project: Building or group of buildings located on a single premises and containing more than one family dwelling unit.

(Continued)

(TO BE INSERTED BY UTILITY)
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Rule No. 01
DEFINITIONS

Sheet 9

(Continued)

Life-Support Device: Medical device using Utility-supplied natural gas for its operation that is regularly required to sustain, restore, or supplant a vital function of a person residing in a residential unit. Term does not include apparatus or appliances used in a hospital or medical clinic, nor does it include therapeutic devices such as pool or tank heaters, saunas, or hot tubs.

Loaning Transaction: Utility advances or loans natural gas which is returned by service user delivering back to Utility an equivalent or greater natural gas quantity at the time(s) and location(s) specified in the Hub Transaction.

Log On ID: Identification code issued to an EBB User and used to authenticate identity, privileges and to establish communication and initiate interaction with the Utility's EBB.

Low-Income Ratepayer Assistance (LIRA) Program: See California Alternate Rates for Energy (CARE) Program above.

Mailed: Notice or other communication to the customer will be considered "mailed" when received into the customer's electronic mail box via electronic data interchange or when it is enclosed in a sealed envelope, properly addressed, and deposited in any authorized United States Postal Service receptacle, postage prepaid.

Main Extension: Length of main and its related facilities required to transport natural gas from the existing facilities to the point of connection with the service piping.

Marketer: Third party which accesses one or more interstate or intrastate pipeline systems for the purpose of transporting natural gas to Utility System on Marketer's own behalf or on the behalf of designated end-use customers.

Master-Metered Service: Service whereby the Utility installs a meter to register the consumption of two or more occupancies.

Maximum Daily Quantity (MDQ): Maximum daily quantity of natural gas that can be nominated for delivery to a customer's premises not served by an automated meter when the Utility institutes an excess nominations period. For noncore customers and core customers not served under core aggregation this is based on the equipment at the customer's facility. For CTAs the maximum daily quantity is equal to their DCQ.

Mcf/d: Thousands of cubic feet per day. Measure quantifies the amount of gas being consumed or transported on a daily basis.

(Continued)

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Rule No. 01
DEFINITIONS

Sheet 13

(Continued)

Permanent Service: Service which, in opinion of the Utility, is of a permanent and established character. Customer's use of gas may be continuous, intermittent, or seasonal in nature.

Point(s) of Delivery: Place(s) where Utility delivers customer-owned natural gas to customer at its Facility.

Point(s) of Receipt: Place(s) where customer delivers, or has delivered on its behalf, natural gas into the Utility System.

Pooling Service: The administrative aggregation or disaggregation of natural gas supplies at the Citygate and Receipt Points.

Potentially Capacity-Constrained Area: Segments of the local transmission system in which customer requests for firm transportation service currently exceed, or within the next five years may exceed, available capacity. Such requests must be based on historical usage or evidence which substantiates expected incremental load.

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. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.

Prime Mover: Machine which converts heat energy supplied by fuel into mechanical energy.

Priority: Classification assigned to all customers to be used in the event of curtailment as provided for in Rule 23.

Procurement Customer: Customer who receives both natural gas procurement and transportation services from the Utility.

Procurement Management Charge: Charges billed to CTAs participating in the Core Aggregation Transportation program that may arise from CTAs' management of procurement portfolios on behalf of customers served by the CTAs.

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Rule No. 11
DISPUTED BILLS

Sheet 2

(Continued)

B. CORE TRANSPORTATION DISPUTES

Disputes between core transportation customers and their CTA(s) shall be subject to the jurisdiction of the California Public Utilities Commission. The customer will remain obligated to pay all Utility charges in a timely manner, regardless of any financial or bill payment arrangements with CTA(s) or any third parties in the event of CTA billing dispute or CTA payment default except only that the CTA will continue to be financially liable for outstanding Procurement Management Charges in the event the CTA defaults on any payments to the Utility.

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TRANSPORTATION OF CUSTOMER-OWNED GAS

(Continued)

D. Operational Requirements (Continued)

6. Nominations

The customer shall be responsible for submitting gas service nominations to the Utility no later than the deadlines specified below.

Each nomination shall include all information required by the Utility's nomination procedures. Nominations received by the Utility will be subject to the conditions specified in the service agreements with the Utility. The Utility may reject any nomination not conforming to the requirements in these rules or in applicable service agreements. The customer shall be responsible for making all corresponding upstream nomination/confirmation arrangements with the interconnecting pipeline(s) and/or operator(s).

Evening and Intraday nominations may be used to request an increase or decrease to scheduled volumes or a change to receipt or delivery points.

Intraday nominations do not roll from day to day.

Nominations submitted in any cycle will automatically roll to subsequent cycles for the specified flow date and from day-to-day through the end date or until the end date is modified by the nominating entity.

Nominations may be made in the following manner:

<u>FROM</u>	<u>TO</u>	
Pipeline/CA Producer	Backbone Transportation Service Contract	
Backbone Transportation Service Contract	End User, Contracted Marketer, CTA	T
Backbone Transportation Service Contract	Citygate Pool Account	
Backbone Transportation Service Contract	Storage Account	
Citygate Pool Account	End User, Contracted Marketer, CTA	T
Citygate Pool Account	Citygate Pool Account	
Storage Account	End User, Contracted Marketer, CTA	T

(Continued)

(TO BE INSERTED BY UTILITY)
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Rule No. 30

Sheet 8

TRANSPORTATION OF CUSTOMER-OWNED GAS

(Continued)

D. Operational Requirements (Continued)

6. Nominations (Continued)

<u>FROM</u>	<u>TO</u> (Continued)
Citygate Pool Account	Storage Account
Storage Account	Citygate Pool Account
Storage Account	Storage Account
Storage Account	Off-System Delivery Contract
Citygate Pool Account	Off-System Delivery Contract
End User, Contracted Marketer, CTA	Storage Account
Off-System Delivery Contract	PG&E Pipeline (at Kern River Station)
Off-System Delivery Contract	Mojave Pipeline (at Wheeler Ridge)
Off-System Delivery Contract	Mojave Pipeline (at Kramer Junction)
Off-System Delivery Contract	Kern River Pipeline (at Wheeler Ridge)
Off-System Delivery Contract	Kern River Pipeline (at Kramer Junction)
Off-System Delivery Contract	Questar Southern Trails Pipeline (at North Needles)
Off-System Delivery Contract	Transwestern Pipeline (at North Needles)
Off-System Delivery Contract	Transwestern Pipeline (at Topock)
Off-System Delivery Contract	El Paso Pipeline (at Topock)
Off-System Delivery Contract	El Paso Pipeline (at Blythe)
Off-System Delivery Contract	North Baja Pipeline (at Blythe)
Off-System Delivery Contract	Transportadora de Gas Natural de Baja California (at Otay Mesa)
Receipt Point Pool Account	Receipt Point Pool Account
Receipt Point Pool Account	Backbone Transportation Contract

7. Timing

All times referred to below are in Pacific Clock Time. Requests for deadline extensions may be granted for 15 minutes only if request is made prior to the deadlines shown below.

Timely Cycle

Transportation nominations submitted via EBB for the Timely Nomination cycle must be received by the Utility by 9:30 a.m. one day prior to the flow date. Nominations submitted via fax must be received by the Utility by 8:30 a.m. one day prior to the flow date. Timely nominations will be effective at 7:00 a.m. on the flow date.

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(TO BE INSERTED BY UTILITY)
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SAMPLE FORMS - Contracts
Core Transport Agent Agreement for
Core Aggregation Service (Form 6536-A, 1/2015)

Sheet 1

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(See Attached Form)

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
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CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 1 of 10

This Contract (“Contract”) is entered into this ____ day of _____, 199____, by and between Southern California Gas Company (“Utility”) and _____ (indicate company name) (“CTA”) a _____ (indicate state and type of business entity), whose business address is _____

_____ collectively referred to as “Parties” or individually as “Party.”

WHEREAS, the California Public Utilities Commission (“CPUC”) has authorized a Core Aggregation Transportation Program and the Parties hereto wish to engage in such Program subject to the applicable Utility tariff rules and rate schedules;

WHEREAS, the Core Aggregation Transportation Program provides small and medium-sized Utility customers an opportunity to purchase gas from sellers other than Utility, while continuing to purchase services needed to transport such gas quantities from Utility;

NOW THEREFORE, in consideration of the mutual undertakings set forth below the parties agree as follows:

I. CORE AGGREGATION SERVICE

1.1 Eligibility -- CTA must meet a minimum annual transport quantity of 250,000 therms delivered to qualified core aggregation transportation customers. If CTA’s group load falls below 250,000 therms per year, CTA has 90 days from notification to make-up the deficient load. If sufficient additional load is not added within 90 days of the date of notification by Utility, this Contract will be terminated at Utility’s sole discretion.

1.2 Compliance with Minimum Core Load Requirements and All Other Terms and Conditions -- CTA will provide service to one or more of Utility’s core end-use customers hereunder. CTA shall meet the annual minimum core load requirement and comply with all terms and conditions set forth in Tariff Rule No. 32, “Core Aggregation Transportation,” which is incorporated herein as an integral part of this Contract (see Attachment A).

1.3 Core Aggregation Transportation Authorization Forms – CTA shall honor completed Core Aggregation Transportation Authorization Forms submitted by CTA prior to implementation of CPUC D. 98-02-108 duly executed by each Utility core end-use customer for whom CTA represents and provides gas supplies and/or service as required pursuant to Tariff Rule No. 32.

1.4. Adding and Deleting Customers -- CTA may add customers under this Contract by submitting Utility a Direct Access Service Request (DASR) via the Internet-based Energy

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 2 of 10

Marketplace DASR system in accordance with Tariff Rule No. 32. DASRs received on-line by the fifteenth calendar day of the month will begin service under the Program at the customer's meter reading of the following calendar month. DASRs received on-line after the fifteenth calendar day of the month will begin service under the Program at the customer's meter reading of the second calendar month following. When CTA adds or deletes customers, firm interstate capacity will be assigned to CTA or returned to Utility as set forth in Tariff Rule No. 32.

By submission of the DASR, the CTA warrants that the customer being enrolled in the Transportation Service program by the DASR:

- Has been informed of, and consents to all terms and conditions of SoCalGas' Core Transportation Service, including but not limited to:
 - The initial term of this Authorization will be 12 consecutive months from the service date and thereafter will continue month-to-month until this Authorization is canceled by either Customer or CTA or as a result of other causes for termination specified in Rule No. 32.
 - Unless otherwise specified, DASR Termination Requests received by the fifteenth calendar day of the month will become effective on the customer's meter reading date in the following month. DASR Termination Requests received after the fifteenth calendar day of the month will become effective on the customer's meter reading date in the second calendar month following the DASR submission.
 - A DASR submitted for the purpose of transferring from one CTA to another, will not change the original DASR start-date.
 - DASRs will be processed by SoCalGas on a first come, first served basis. A DASR cannot be processed for a customer account where there is an existing DASR or Authorization Form until a DASR Termination Request is submitted against the existing DASR or Authorization Form.
 - Customer shall pay reasonable attorney's fees (including those of in-house counsel) and all other costs and expenses which may be incurred by Utility in the enforcement of this Authorization.
- Intended to change their status to "Core Transportation Service" and receive gas procurement and related services from that specific CTA.
- Has authorized the CTA to act on the customer's behalf for the purpose of establishing and administering core gas transportation service on behalf of Customer in accordance with the rules and regulations of the California Public Utilities Commission ("CPUC").
- Has authorized CTA to do any and all things both proper and necessary in establishing and administering core gas transportation service for and on behalf of Customer, including (by way of illustration and not limitation), the purchase, nomination and delivery of Customer's gas

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 3 of 10

- supplies, treatment of gas imbalances, management of gas storage inventories, and all procurement-related transactions for Customer's Utility account specified in the DASR.
- Understands and agrees that core gas transportation service will begin in accordance with the schedule established in Tariff Rule No. 32; that Utility will provide its services under the terms and conditions of the otherwise applicable SoCalGas rate schedule and Tariff Rule No. 32 (Core Aggregation Transportation), as well as other rules and regulations and any modifications thereto which are from time to time authorized by the CPUC.
 - Understands and agrees that Customer shall at all times remain responsible for payment of its core gas transportation service received from Utility, even if Customer has authorized Utility to send its bill to CTA for payment. Customer also understands that it is responsible for all Franchise Fees under Tariff Rate Schedule G-SUR and any Utility Users Tax that a city or county may require as a result of Customer receiving its gas commodity through CTA.
 - Has authorized SoCalGas to release the customer's current and historic gas consumption information for that specific service account to that specific CTA by written or electronic transfer. Customer releases and shall hold harmless, defend and indemnify, Utility from and against any liability, claims, demands, causes of action, damages, and/or expenses resulting from or in connection with any unauthorized use of such information.

Acknowledges that under CPUC-approved tariffs governing core gas transportation service, CTA is "an agent for one or more customers buying and arranging gas sales" and that CTAs operate independent of Utility. CTA is not an agent of Utility, and Utility is not liable for any of CTA's acts, omissions, or representations. Customer understands that the CPUC does not regulate CTA and that the resolution of any disputes with the CTA will be the sole responsibility of Customer. Utility shall have no responsibility to resolve disputes between CTA and Customer.

1.5 Interstate Pipeline Capacity -- Utility will assign firm interstate pipeline capacity to CTA in a manner consistent with Tariff Rule No. 32 and will notify CTA of DCQ and Core Capacity Assignment by the 20th calendar day of the month. CTA agrees that the total assigned core capacity quantity shall be the Daily Contract Quantity (DCQ) determined on a monthly basis by SoCalGas, in accordance with Tariff Rule No. 32, and shall be assigned and accepted at 100% of the "as-billed rate." CTA will be notified of bid posting by SoCalGas and will have 24 hours to confirm the capacity assignment on the appropriate interstate pipeline bulletin boards. It is the CTA's responsibility to verify and confirm posting with the interstate pipeline. CTA and interstate pipeline will be responsible for, or liable for any billing or administration of interstate pipeline capacity agreements. If SoCalGas has not received any communication from CTA within the 24 hour bid posting confirmation period, the bid will be considered confirmed. Consequences for failure to confirm shall be determined by Tariff Rule No. 32 and Tariff Rule No. 36. CTA shall be responsible for obtaining and maintaining credit with any interstate pipeline on which capacity is assigned consistent with Tariff Rule No. 32. CTA is responsible for, and shall pay directly to the interstate pipeline, all charges for assigned capacity.

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 4 of 10

Utility will reimburse CTA an amount equal to CTA's payment to the interstate pipeline for its assigned capacity, offset by Procurement Management Charges due from CTA, all as set forth in Rule No. 32. CTA shall provide documentation of its payments to interstate pipelines for capacity used by CTA in this Core Aggregation Service in a form acceptable to Utility. Utility shall be entitled to set-off such amount from Utility's subsequent bills to CTA.

1.6 Nominations and Deliveries -- CTA shall perform capacity nominations and gas deliveries pursuant to the provisions and conditions of Tariff Rule No. 30 "Transportation of Customer-Owned Gas" (see Attachment B to this Contract) and Tariff Rule No. 32.

1.7 Rebrokering -- CTA may rebroker their allocated interstate pipeline capacity pursuant to the applicable regulations of the Federal Energy Regulatory Commission (FERC). If CTA rebrokers its allocated interstate pipeline capacity, in whole or part, to another party, CTA shall remain financially responsible to Utility for the rebrokered capacity and any associated charges.

CTAs may participate under the provisions of Tariff Rule No. 36, "Interstate Capacity Brokering," which is incorporated herein as an integral part of this Contract (see Attachment C), for any capacity that is additional to their reserved capacity amount.

1.8 Storage -- For its core aggregation load, CTA is required to deliver quantities of gas to Utility sufficient to meet the storage targets assigned to CTA by Utility as described in Tariff Rule No. 32. Such gas will be injected and/or withdrawn, subject to tariff rules and regulations and the operational requirements of Utility. In the event CTA has not delivered gas quantities sufficient to meet an assigned the month-end storage target, the deficient quantity will be considered an imbalance and treated accordingly.

1.9 Balancing Transportation Services and End-Use Consumption -- CTA is responsible for balancing transportation services with its aggregation customers' end-use consumption. CTA shall manage the imbalances of its end-use customers through means which include participation in Utility's Imbalance Trading Program as permitted in Tariff Rate Schedule G-IMB, which is incorporated herein as an integral part of this Contract (see Attachment D). CTA cannot use any of its storage quantities needed to meet minimum month-end storage targets to offset imbalances. Pursuant to Tariff Rule No. 32, imbalances will be calculated based on the combined gas deliveries and usage of all of CTA's customers, rather than on an individual end-use customer basis. CTA shall pay Utility any and all imbalance charges incurred, pursuant to CPUC authorized tariff rules and regulations, including any Utility Users Tax and any other applicable taxes or fees levied by cities and political subdivisions where CTA's transportation gas quantities are consumed.

1.10 Operational Flow Order -- In the event of an Operational Flow Order (OFO), CTA agrees to nominate the full Daily Contract Quantity (DCQ) as firm deliveries to Utility's system and

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 5 of 10

understands that CTA shall be subject to penalties for non-compliance as outlined in Tariff Rules No. 32 and 30.

1.11 Utility Services -- Utility shall read customer meters, send customers legally required notices and bill inserts in accordance with Public Utilities Code 454(a), and provide customers with all other regular Utility services.

II. TARIFF SCHEDULES

CTA is subject to all applicable tariff rules and regulations, including but not limited to the rates, terms and conditions set forth in Tariff Rule No. 30, "Transportation of Customer-Owned Gas;" Tariff Rule No. 32, "Core Aggregation Transportation;" Tariff Rule No. 33, "Electronic Bulletin Board;" Tariff Rule No. 36, "Interstate Capacity Brokering;" and Tariff Rate Schedule G-IMB. Each of these tariff rules and regulations as they may be amended from time to time (or their legal successors, if superseded) are incorporated herein as an integral part of this Contract (see Attachments A - E).

III. OPERATING PROCEDURES

CTA agrees to comply with all operating procedures established by Utility, including but not limited to those reasonably required to comply with the interstate pipeline tariffs; the tariffs of Utility (as in effect from time to time); and any applicable rules, procedures, decisions or orders of any governmental entity having jurisdiction. Such procedures shall be established as reasonably necessary to permit Utility to both act as a resource for information and comply with its applicable tariffs (including any applicable General Terms and Conditions) as may be in effect from time to time, and the rules, orders, decisions, and procedures of any governmental entity having jurisdiction over such operating matters.

IV. ELECTRONIC BULLETIN BOARD

CTA may contract separately with Utility to access and use Electronic Bulletin Board, pursuant to Tariff Rule No. 33 "eElectronic Bulletin Board," incorporated herein as an integral part of this Contract (see Attachment E).

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 6 of 10

V. CREDITWORTHINESS

Prior to acceptance by Utility, CTA shall have complied with all the provisions and obligations of Tariff Rule No. 32. CTA has the continuing obligation to provide such information to Utility upon the Utility's written request, but not less than annually. Additionally, CTA represents and warrants that there has been no materially adverse change in its financial position from the date of the latest available and provided financial statements to the date hereof (as Utility has relied on such information in entering into this Contract). In the event that (a) Utility determines that a material financial change has adversely affected CTA's credit worthiness, subsequent to the signing of this Contract, or (b) CTA does not provide the information, evidence or assurances requested, Utility may terminate this Contract as of the day written notice is given.

VI. TAXES

CTA shall pay the applicable Utility User's Tax, and any other fees and taxes applicable within the city or political subdivision where the gas is actually used unless otherwise specified in Tariff Rule No. 32.

VII. BILLING AND PAYMENT

7.1 Billing and Payment Terms -- During the term hereof, all charges including, any and all procurement management charges, end-use Customer's utility charges and/or any other applicable charges, shall be billed by Utility and paid by CTA in accordance with Tariff Rule No. 32.

7.2 CTA's Obligation to Pay Procurement Management Charges -- CTA shall pay any and all procurement management charges including, but not limited to, imbalance/adjustment charges, curtailment/Operational Flow Order (OFO) charges and any storage transactional charges which may arise out of CTA's management of its procurement portfolio on behalf of the customers it serves. CTA shall pay the rate and charges as set forth in Tariff Rate Schedule G-IMB and any applicable taxes, utility users tax or similar assessments which become applicable to this Contract.

7.3 Billing for Interstate Pipeline Capacity -- Pursuant to Tariff Rule No. 32, CTA will remit payment for interstate pipeline demand charges for all assigned firm interstate pipeline capacity hereunder directly to the appropriate interstate pipeline company and Utility will reimburse CTA for such payments, less any Procurement Management Charges or other charges that CTA owes to Utility, after receiving confirmation from the interstate pipeline company that CTA has made full payment for its assigned capacity.

7.4 CTA Responsibility for Paying Utility Bills on Behalf of End-Use Customers -- CTA is responsible for paying bills from Utility for Utility services as required pursuant to Tariff Rule No. 32

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

Page 7 of 10

for those end-use customers who have specifically requested this option in their Core Aggregation Transportation Authorization Form. CTA shall pay in entirety such customers' bills at the rates set forth in the Tariff Rate Schedule(s) applicable to each end-use customer, including but not limited to, customer and service charges, utility users' tax and other taxes, franchise fees and other rates as they become applicable to the customer.

7.5 Billing Disputes -- CTA agrees to resolve any disputed bills and/or charges in accordance with Tariff Rule No. 32.

VIII. TERM

CTA's rights to Transportation Capacity hereunder shall commence at 12:01 A.M. on the first day of the month following the month that this Contract is fully executed by both Parties. The term of this Contract is twelve months, beginning with the first day of the month after it is fully executed by both Parties, and then month-to-month thereafter, until terminated as set forth in Tariff Rule No. 32.

IX. TERMINATION

9.1 Termination by Utility -- If a payment is not received within seven days of issuance of a past due notice, CTA's participation in this Contract and participation in the Program will be subject to termination by Utility as set forth in Tariff Rule No. 32. In addition, if Utility receives any notification that CTA has filed or will be filing any type of bankruptcy, or is closing its business, CTA's participation in the Program will be terminated immediately and all of CTA's rights to conduct business under the Program shall be terminated, consistent with any bankruptcy laws that take precedence over the rules set forth in Tariff Rule No. 32. Furthermore, Utility may terminate CTA's participation in the Program for failure to pay the interstate pipeline for the full cost of CTA's assigned capacity.

9.2 Rights and Responsibilities -- Utility's and CTA's rights and responsibilities following such termination under this Contract are set forth in Tariff Rule No. 32.

X. GOVERNMENTAL AUTHORIZATION

Performance hereunder shall be subject to prior receipt by Utility of all necessary governmental authorizations (federal and state) in form and substance satisfactory to Utility.

XI. NOTICES

11.1 Mailing Address -- Any formal notice, request, or demand concerning this Agreement shall be given in writing by CTA, Customer or Utility, and shall be mailed by Registered, Certified or

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

other overnight mail, or delivered in hand, or faxed with confirmation as set forth below, to the other party as indicated below, or to such other address as the parties may designate by written notice.

To CTA: _____

Fax Number: _____

To Utility: Southern California Gas Company
Account Manager – Gas Suppliers
M.L. GT20C3
555 West Fifth Street
Los Angeles, CA 90013-1040
Fax Number: (213) 244-3897

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

11.2 Billing Address -- Statements, invoices and billings, and routine communications shall be sent by Utility to CTA by first class U.S. mail to:

and by CTA to Utility by first class U.S. mail to:

Southern California Gas Company
P.O. Box C
Monterey Park, CA 91756

11.3 Notices -- Notices delivered by hand shall be deemed received when delivered. Notices sent electronically or by FAX shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if Certified, Registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

XII. MISCELLANEOUS

12.1 Assignment -- This Contract, and the rights and obligations granted and/or obtained by CTA hereunder, shall not be further transferred or assigned by CTA without the prior written consent of Utility; Utility will refuse to approve any such assignment to a party it determines not to be creditworthy.

12.2 Choice of Law -- This Contract shall be carried out and interpreted under the laws of the State of California.

12.3 Resolution of Disputes -- Any dispute or need for interpretation arising out of this Contract which cannot be resolved after discussion between the parties to this Contract shall be submitted to the CPUC for resolution.

12.4 Waiver -- Any failure or delay by either party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

CORE TRANSPORT AGENT AGREEMENT
FOR CORE AGGREGATION SERVICE

12.5 Damages -- Notwithstanding any other provision hereof, neither party shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inactions related to this Contract.

12.6 Governmental Actions -- This Contract shall be subject to the continuing jurisdiction of the CPUC and all orders, rules, regulations, decision or actions of any governmental entity (including a court) having jurisdiction over Utility or this Contract. The Contract is subject to such changes or modifications by the CPUC as it may direct from time to time in the exercise of its jurisdiction.

12.7 Entire Contract -- This Contract including the Exhibits and Attachments listed below, sets forth the entire understanding of the parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both parties. This Contract shall not be modified by course of performance, course of conduct or usage of trade.

- Exhibit A: Core Aggregation Authorization Form*
- Attachment A: Tariff Rule No. 32 - Core Aggregation Transportation*
- Attachment B: Tariff Rule No. 30 - Transportation of Customer-Owned Gas*
- Attachment C: Tariff Rule No. 36 - Interstate Capacity Brokering*
- Attachment D: Tariff Rate Schedule G-IMB*
- Attachment E: Tariff Rule No. 33 – Electronic Bulletin Board (EBB)*

IN WITNESS WHEREOF, the authorized representatives of Utility and CTA have executed two (2) copies hereof as of the date written above.

UTILITY:
SOUTHERN CALIFORNIA GAS COMPANY

CTA:

By:
Signature: _____
Name: _____
Title: _____

By:
Signature: _____
Name: _____
Title: _____

SAMPLE FORMS - CONTRACTS
Core Capacity Assignment Agreement
for Core Transport Agent - Form No. 6599 (1/2015)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
RESOLUTION NO. _____

SOUTHERN CALIFORNIA GAS COMPANY
CORE CAPACITY ASSIGNMENT AGREEMENT FOR CORE TRANSPORT AGENT

This agreement, dated this ____ day of ____, 20__, is by and between the Southern California Gas Company (“SoCalGas”) and _____ (“CTA”). The parties have already entered into a Core Transport Agent Agreement dated _____. In conjunction with that agreement, this Core Capacity Assignment Agreement serves to streamline the Capacity Bid process and to confirm ongoing acceptance of Capacity Assignment on the El Paso and Transwestern pipelines (“interstate pipelines”) by CTA in accordance with Tariff Rule 32 as outlined below:

- 1) It is agreed that CTA’s total Core Capacity quantity shall be the Daily Contract Quantity (“DCQ”) for the CTA, determined on a monthly basis by SoCalGas, in accordance with Tariff Rule 32, Section D.1, and shall be assigned and accepted at 100% of the “as-billed rate”.
- 2) This agreement shall be in effect on a month to month basis until such time as 30 days written notification is given by either party canceling this agreement, or the parties have been notified that there is a change to the Interstate Capacity Brokering program (Tariff Rule 36), the Core Aggregation Transportation program (Tariff Rule 32) or any other regulatory changes that would directly affect this agreement or the Core Transport Agent Agreement has terminated.
- 3) CTA shall be responsible for obtaining and maintaining credit with any interstate pipeline from which capacity shall be assigned (currently El Paso and Transwestern) consistent with Tariff Rule 32.
- 4) CTA shall be notified of the DCQ and its Core Capacity Assignment by SoCalGas either via e-mail, facsimile or on EBB by the 20th of each month, or the first business day following (if the 20th falls on a weekend or holiday).
- 5) CTA will be notified of bid posting by SoCalGas and will have 24 hours to confirm the capacity assignment on the appropriate interstate pipeline bulletin boards. It is the CTA’s responsibility to verify and confirm posting with the interstate pipelines. If SoCalGas has not received any communication from the CTA within such 24-hour period, the bid will be deemed confirmed. Consequences for failure to confirm shall be determined by Tariff Rule No. 32 and Tariff Rule No. 36.
- 6) CTA and interstate pipelines will be responsible for, or liable for, any billing or administration of interstate pipeline capacity agreements.
- 7) CTA is responsible for, and shall pay directly to the interstate pipeline, all charges for assigned capacity. Said charges shall be reimbursed to the Aggregator as outlined in Tariff Rule No. 32, Section E.1.
- 8) Capacity may be rebrokered as allowed in Tariff Rule No. 36, “Interstate Capacity Brokering”.
- 9) Any disputes concerning this agreement shall be resolved in accordance with Tariff Rule No. 36.

When executed by an authorized representative of each of the parties, this, with the Core Transport Agent Agreement, constitutes the entire agreement for Core Aggregation Capacity assignment and shall be considered effective as of the date executed.

CORE TRANSPORT AGENT

SOUTHERN CALIFORNIA GAS COMPANY

Signature

Title

Date

Signature

Title

Date

SAMPLE FORMS

Sheet 1

Contracts

Customer Termination of CAT Program Contract, Form No. 6567-T

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Jan 22, 2015
EFFECTIVE Feb 21, 2015
RESOLUTION NO. _____

CUSTOMER TERMINATION OF CAT PROGRAM CONTRACT

To terminate your current Core Aggregation Service Agreement ("Agreement"), fill out this form (please type or print neatly), and return it to

CAT Administrator
 Southern California Gas Company, M.L. GT18A5,
 P.O. Box 3249
 Los Angeles, CA 90051-1249
 Fax: 213-244-8449

The effective date of termination of your Agreement will depend on when Southern California Gas Company ("SoCalGas") receives this notice relative to your Core Transport Agent's (CTA) billing and gas flow cycle. In any event, your Agreement will not be effectively terminated until after your CTA's current contracted quantity of gas has flowed for the accounts you are requesting to be terminated. You may receive one or two further Core Aggregation Transportation ("CAT") Program bills or equivalent billing notifications from SoCalGas after SoCalGas receives this form.

ACCOUNT(S) TO BE TERMINATED:

To list further accounts, please attach to this form or type on the reverse side *in this format*. Use account number(s) and name(s) from your most recent SoCalGas statement(s).

SoCalGas Account Number	Customer Name	Have you been with the current CTA less than 12 Months? (Y/N)*

**NOTE: If an account has been with a CAT Program CTA for less than 12 months and the customer wishes to switch CTAs, the current CTA must send SoCalGas written consent for the switch (except in cases of customer being "slammed"). If you are unsure how long an account has been with your current CTA or you have questions about this procedure, please call The Gas Company at 1-800-GAS-2000.*

The undersigned customer ("I" or "my") understands that this notice only terminates my Agreement with SoCalGas, and that I am responsible for notifying my CTA of this termination and for determining any contractual obligations I may have to my CTA. I further understand that I will remain liable for my share of outstanding charges owed by my CTA to SoCalGas. If I am switching CTAs and there is time between the end of my current Agreement and my next Agreement, I understand that SoCalGas will continue to supply gas from its existing core gas portfolio at the prevailing core portfolio price. I am aware that if SoCalGas does not receive a new Core Transport Agent Agreement from a CTA for the above account(s) within 90 days of receiving this form, I will be ineligible to participate in the CAT Program for one year after the date that my current Agreement effectively terminates. I also understand that SoCalGas must receive this termination form before such a new contract is submitted or I will be terminated from and ineligible to participate in the CAT Program for one year (an account cannot have contracts with two CTAs at the same time).

SIGNATURE: _____ **DATE:** _____
Print/Type Name: _____ **TITLE:** _____
COMPANY: _____ **TELEPHONE:** _____

(Signatory must be an authorized agent of the customer. If the signatory is not the person who signed the original contract, verification of authorization may be required. Please send the original of your completed form.)

SAMPLE FORMS - CONTRACTS
Compression Services Agreement (Form 8100)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
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 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 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 – If applicable to the scope of work, 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' 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 any third party approved by the Commission 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

SAMPLE FORMS - CONTRACTS
California Producer Operational Balancing Agreement
Form No. 6452

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
EFFECTIVE Feb 21, 2015
RESOLUTION NO. _____

CALIFORNIA PRODUCER OPERATIONAL BALANCING AGREEMENT
between

_____ and
SOUTHERN CALIFORNIA GAS COMPANY

THIS CALIFORNIA PRODUCER OPERATIONAL BALANCING AGREEMENT (“Agreement”) is made and entered into by and between _____, a _____, hereinafter referred to as “Interconnector,” and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, hereinafter referred to as “SoCalGas,” this ___ day of ____ 20___. Interconnector and SoCalGas shall also be hereinafter referred to individually as “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, SoCalGas is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the California Public Utilities Commission (“CPUC”), is a “Hinshaw” pipeline exempt from the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) under section 1 (c) of the Natural Gas Act and is a “local distribution company” served by interstate pipelines within the meaning of Sections 2(17) and 311 of the Natural Gas Policy Act of 1978 and the Regulations of the FERC thereunder; and

WHEREAS, Interconnector owns and controls natural gas which is capable of being physically delivered into SoCalGas’ pipeline system within the State of California; and

WHEREAS, the Parties desire to provide for the delivery to, and receipt of, natural gas by the SoCalGas system as set forth in this Agreement and the California Producer Interconnection Agreement; and

WHEREAS, Interconnector and/or SoCalGas have entered, or may enter, into one or more agreements with third party Service Requesters (hereinafter referred to as “Service Requester(s)”) for the transportation of Gas to the delivery point Interconnection Point(s) or from the receipt point Interconnection Point(s) on their respective systems as shown in Exhibit 1 (said agreements hereinafter referred to as “Service Requester Agreements”); and

WHEREAS, from time to time, the quantities of Gas confirmed and scheduled by the Parties to be delivered to, or received at, the Interconnection Point (said quantities hereinafter referred to as the “Scheduled Quantities”) may be greater or less than the quantities of Gas which are actually delivered at the Interconnection Point, resulting in over- or under-deliveries relative to Scheduled Quantities; and

WHEREAS, the Parties desire to implement this Agreement in order to facilitate more efficient operations, accounting, and systems management at the Interconnection Point and on

the SoCalGas system, and to provide for certain terms and conditions under which Gas will be delivered by Interconnector and accepted by SoCalGas, for the account of Service Requester(s) and/or their designees at the Interconnection Point.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

SECTION I **SCOPE OF AGREEMENT**

1.1 Scope – This Agreement sets forth the terms and conditions governing the treatment of Operational Imbalances at the Interconnection Point between the pipeline facilities that have been constructed or will be constructed at such Interconnection Point by SoCalGas and Interconnector for all Gas delivered by Interconnector to SoCalGas for the account of itself or its affiliates or third parties at the Interconnection Point as set forth below and incorporating herein the provisions of the Recitals above. The Parties have or will have executed the California Producer Interconnection Agreement, and its execution and performance is a condition precedent to the obligations herein. No action or inaction of SoCalGas will or shall relieve Interconnector of this obligation.

1.2 Term and Termination – This Agreement, unless terminated earlier as provided in this Agreement and/or in the California Producer Interconnection Agreement, is effective as of the date first written above and shall remain in effect for a primary term of fifteen (15) years from the date Gas first flows through the Interconnection Point (the “Commencement Date”), and year to year thereafter.

1.2.1 Interconnector may terminate this Agreement for any reason upon sixty (60) calendar days prior written notice to SoCalGas, provided that Interconnector has met all financial obligations to SoCalGas under this Agreement.

1.2.2 SoCalGas may terminate this Agreement at the end of the primary term of this Agreement or thereafter by providing sixty (60) calendar days prior written notice to Interconnector, or in the event of a material default by Interconnector, upon sixty (60) calendar days following Interconnector’s receipt of a written detailed notice from SoCalGas of such default that has not been cured. If Interconnector requires installing new equipment and/or modifying existing equipment (other than that for meeting Gas quality) in order to cure the default, then SoCalGas, at its sole discretion, will grant Interconnector an additional period of opportunity to cure such default.

1.2.3 In the event the California Producer Interconnection Agreement has not been fully executed by _____, or any pipeline system construction that is necessary to begin Gas deliveries or receipts at the Interconnection Point is not completed on or before _____, or Gas flows substantially equal to the design volumes have not commenced within ____ days of completion of the interconnection, either Party may terminate this Agreement with sixty (60) calendar days prior written notice.

1.3 Definitions - For purposes of this Agreement the following words when used herein shall have the meaning set forth below:

1.3.1 “Interconnector’s Facilities” shall mean those Gas pipeline facilities as defined in the California Producer Interconnection Agreement.

1.3.2 “California Producer Interconnection Agreement” shall mean an agreement executed between the Parties that provides the terms and conditions governing the operations at the Interconnection Point between Interconnector’s Facilities and SoCalGas’ Facilities.

1.3.3 “Gas” shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane, that is of general merchantable quality and meeting the quality specifications of SoCalGas’ tariffs, rules and other applicable regulations.

1.3.4 “Interconnect Capacity” shall be as defined in the California Producer Interconnection Agreement.

1.3.5 “Interconnection Point” shall mean that point where SoCalGas’ Facilities and Interconnector’s Facilities physically interconnect for delivery of Gas by Interconnector to, and receipt thereof by, SoCalGas as described in the California Producer Interconnection Agreement. The location of the Interconnection Point is described in Exhibit 3.

1.3.6 “SoCalGas’ Facilities” shall mean the Gas pipelines, appurtenant facilities, meters, regulators, quality measurement, other equipment and related system upgrades at and from the Interconnection Point as defined in the California Producer Interconnection Agreement, for receipt into SoCalGas’ system in the State of California pursuant to this Agreement. SoCalGas’ Facilities shall be owned and operated by SoCalGas and are generally set forth in Exhibit 2.

- 1.3.7 “Operational Imbalance” shall mean actual physical deliveries of Gas less Gas quantities that are scheduled to be delivered. Therefore, Operational Imbalance shall be positive for over-deliveries, i.e., deliveries greater than scheduled deliveries. Operational Imbalance shall be negative for under-deliveries, i.e., deliveries less than Scheduled Quantities.
- 1.3.8 “OFO Day” shall mean any Gas flow day for which SoCalGas calls an OFO as described in Section F of Rule 30.
- 1.3.9 “Split Meter” shall mean a single meter through which Gas produced by two or more California Producers flows into the SoCalGas system under separate California Producer Interconnection Agreements and separate California Producer Operational Balancing Agreements or another agreement governing access to SoCalGas' system.

1.4 Regulatory Jurisdiction

- 1.4.1 Hinshaw Exemption - SoCalGas is exempt from jurisdiction of the FERC under the Hinshaw Exemption. SoCalGas shall not be required to take any action hereunder, including without limitation to enter into any contracts with third parties transporting Gas on Interconnector's Facilities to the Interconnection Point, which for any reason jeopardizes or in SoCalGas' sole opinion could reasonably raise a question regarding SoCalGas' retention of its Hinshaw Exemption under the Natural Gas Act (15 U.S.C. §717(c)). While SoCalGas has the right and obligation to take action to protect its Hinshaw Exemption status, SoCalGas shall notify the Interconnector as soon as SoCalGas becomes aware that any action under the Agreement jeopardizes its Hinshaw Exemption. SoCalGas shall make a good faith effort to allow the Interconnector an opportunity to take such actions as necessary to assist SoCalGas in eliminating the concern.
- 1.4.2 FERC Jurisdiction - This Agreement is entered into by the Parties with the understanding that the balancing activities provided for hereunder will not subject any non-jurisdictional entity to regulation by the FERC as a “natural gas company” under the provisions of the Natural Gas Act. If, at any time, it is determined by FERC that such balancing activities do result in such regulation, then either Party may immediately terminate this Agreement by providing written notice to the other Party, except that it shall survive in those particulars required to resolve any remaining Operational Imbalance which shall be resolved by the

Parties within thirty (30) calendar days after termination of this Agreement, pursuant to this Agreement.

- 1.4.3 CPUC Jurisdiction – If the CPUC or any other regulatory body, at any time, shall assert that Interconnector as a result of delivery of Gas hereunder, is a public utility or subject to regulation as such or that such regulatory body may prevent SoCalGas from complying with this Agreement in any respect, then within thirty (30) calendar days of such assertion either Party may, upon written notice to the other Party, terminate this Agreement effective thirty (30) calendar days after such written notice, except that it shall survive in those particulars required to resolve any remaining Operational Imbalance which shall be resolved by the Parties within thirty (30) calendar days after termination of this Agreement, pursuant to this Agreement.

SECTION II **SCHEDULING**

2.1 Nominations, Confirmations and Scheduling - Prior to the date and time of flow at the Interconnection Point, the Parties shall nominate, confirm and schedule volumes of Gas which will be delivered or received at the Interconnection Point. Such nominations and confirmations between the Parties shall be made electronically or in writing, unless otherwise mutually agreed to by the Parties. Such nominations, confirmations and scheduling by the Interconnector will be in compliance with the North American Energy Standards Board (“NAESB”) standards and SoCalGas protocols. If Interconnectors’ Gas is delivered through a Split Meter, then one of the California Producers delivering Gas through that Split Meter shall be designated as the Interconnection Point operator who shall provide SoCalGas, in writing, with the Split-Meter allocation for that particular Split Meter within seven (7) calendar days after each non-OFO Day and within one (1) business day after each OFO Day. If the Split-Meter allocation is not provided by the Interconnection Point operator by the close of business (5:00 P.M. Pacific Clock Time) on the applicable day, then the last Split-Meter allocation provided by the Interconnection Point operator shall be used.

2.2 Operational Imbalance and Cash-Out – Interconnector shall to the extent feasible make deliveries of Gas at the Interconnection Point at substantially uniform rates of flow during a particular flow day. Any Operational Imbalance outside of the Tolerance Band (as defined in Subsection 2.2.1) created will be the responsibility of the Interconnector to eliminate pursuant to this Agreement. For Gas accounting purposes, all daily Scheduled Quantities as scheduled for flow day shall be deemed to be delivered regardless of the actual volume of Gas delivered. Any Operational Imbalance outside of the Tolerance Band shall be eliminated as soon as practicable, using the same Interconnection Point, by mutually agreeable arrangements between Interconnector and SoCalGas.

2.2.1 Non-OFO Days - If, at any Interconnection Point, the cumulative Operational Imbalance is outside the tolerance band of plus or minus ten percent ($\pm 10\%$) of seven (7) days of Interconnect Capacity expressed in decatherms (_____ Dth) (“Tolerance Band”), the following flow day shall begin an Operational Imbalance payback period (hereinafter “Payback Period”) not to exceed fourteen (14) calendar days. The 14-day Payback Period for an Operational Imbalance resulting from a Split Meter shall begin on the flow day after the date the Operational Imbalance allocation is finalized by SoCalGas. An Operational Imbalance shall be deemed to be finalized when the Operational Imbalance is posted by SoCalGas on its Electronic Bulletin Board (“EBB”) and designated as such. The Payback Period will be used to bring the cumulative Operational Imbalance that occurred before and during the Payback Period within the Tolerance Band. During the 14-day Payback Period, the Interconnector may also trade any Operational Imbalances, accruing to or caused by Interconnector, with other Interconnector(s) with an effective California Producer Operational Balancing Agreement (“Trading Partner”). A trade will not be confirmed by SoCalGas if the trade would cause the Trading Partner’s Operational Imbalance to go outside its Tolerance Band. The Interconnector may trade Operational Imbalance quantities up to a maximum of its cumulative Operational Imbalance including quantities outside of its own Tolerance Band and those quantities within its own Tolerance Band. SoCalGas will verify each such trade on the next business day and make appropriate quantity adjustments to the associated accounts on that day. When the cumulative Operational Imbalance is no longer outside the Tolerance Band, the Payback Period will cease. If at the end of the Payback Period any positive Operational Imbalance (over-deliveries) outside of the Tolerance Band still remains, then it will be subject to a cash-out paid by SoCalGas to Interconnector at the rate set forth in Schedule No. G-CPS. If at the end of the Payback Period any negative Operational Imbalance (under-deliveries) outside of the Tolerance Band still remains, then it will be subject to a cash-out paid by Interconnector to SoCalGas at the rate set forth in Schedule No. G-CPS. The Parties may mutually agree to waive the balancing provisions of this Agreement and to permit an Operational Imbalance to arise, in which case such imbalance shall be reduced to, or below, a specified Dth level as soon as practicable according to a mutually agreed upon schedule.

2.2.2 Split Metering – Financial responsibilities for any resulting imbalance cash-out payments, including any cash-out payments for imbalances on OFO Days, and credit requirements shall belong

individually to each California Producer (as described in its own California Producer Operational Balancing Agreement or another agreement governing access to SoCalGas' system) using the Split Metering arrangement.

2.2.3 OFO Days – During OFO Days, the Interconnector shall be required to balance in accordance with SoCalGas' Rule 30 and be subject to the charges specified therein. The requirement to balance on the OFO Day shall be applied at all times, including any defined Payback Period. Operational Imbalance quantities during an OFO Day that are below the appropriate OFO Day tolerance level will be considered in the calculation of the cumulative Operational Imbalance for non-OFO Days. Operational Imbalances cashed out pursuant to Rule 30 will be removed from the Interconnector's Operational Imbalance and the information will be promptly communicated to the Interconnector. For Split Meters, the allocation of Gas deliveries on OFO Days shall be in accordance with Section 2.1. The financial responsibility for any Split Meter cash-outs for OFO Days shall be in accordance with Section 2.2.2.

2.3 Measurement Correction - Operational Imbalances that may arise from time to time as the result of a measurement correction for a prior period shall be resolved as follows: (i) by adding or subtracting the measurement correction to the Interconnector's then existing cumulative Operational Imbalance, or (ii) on a "cash-out" basis, or (iii) by some other mutually agreed to method. In the event the Parties cannot agree within thirty (30) calendar days after the occurrence of such Operational Imbalance as to the method to be used for the resolution of the Operational Imbalance, the "cash-out" basis shall be utilized. The cash-out rate will be equal to the average of the Average California/Arizona border price index for delivery into SoCalGas ("Daily Index – SoCal Border") as reported by Intercontinental Exchange ("ICE") (or its legal successor) for each day of that particular prior period. For a positive Operational Imbalance, the cash-out will be paid by SoCalGas to Interconnector. For a negative Operational Imbalance, the cash-out will be paid by Interconnector to SoCalGas. If, for any reason, ICE (or its legal successor) ceases to be available for a particular imbalance period, the cash-out rate will be based on another generally accepted available publication mutually agreed to in writing by the Parties.

2.4. Balancing

2.4.1 Estimated operating quantities flowing at the Interconnection Point shall be used during any current period to determine the estimated Operational Imbalance at such Interconnection Point, with physical flow and/or scheduling adjustments to be made during that current period to keep the Operational Imbalance within the Tolerance Band. Interconnector and SoCalGas shall cooperate in order to minimize the daily over- and under-deliveries. In this regard,

Interconnector's and SoCalGas' Gas control and/or scheduling personnel shall be in contact, to the extent necessary, each day in order to balance daily delivered quantities of Gas with Scheduled Quantities of Gas. For the purpose of this Agreement, delivery or receipt of any Gas to resolve an Operational Imbalance is not subject to transportation charges by either Party.

2.4.2 The actual measured quantity of Gas at the Interconnection Point each day shall be determined and communicated by SoCalGas on its EBB. The actual measured quantity shall be determined pursuant to the applicable provisions of SoCalGas' measurement procedures and standard methodologies consistent with standard industry practices. To the extent that the actual measured quantity of Gas differs from the estimated operating quantity of Gas at the Interconnection Point, at the beginning of each month SoCalGas will calculate the difference (actual minus estimated) between the two quantities for the previous month ("True-up"). SoCalGas will add the True-up to the cumulative Operational Imbalance up to the Tolerance Band. Any True-up quantities falling outside the Tolerance Band will be subject to the cash-out rate set forth in Schedule No. G-CPS. For a positive Operational Imbalance, the cash-out will be paid by SoCalGas to Interconnector. For a negative Operational Imbalance, the cash-out will be paid by Interconnector to SoCalGas.

2.4.3 On, or about, the 9th business day of each calendar month, information showing the quantity of Gas scheduled and delivered at the Interconnection Point during the previous month, including any quantity of Gas traded pursuant to Section 2.2.1, shall be available in SoCalGas' EBB. The information on the ending cumulative imbalance quantity shall also be provided. The Operational Imbalances shall be deemed to be agreed to unless either Party notifies the other Party within seven (7) calendar days that it believes there is an error. At a later date during the month an invoice shall be rendered showing any cash-out charges or other charges and credits, along with supporting price and volume data and detailed cash-out price calculations to enable Interconnector or third-party verification. Billing and payment shall be consistent with SoCalGas' Tariff Rule 12.

2.4.4 All imbalances shall be recorded on a Decatherm basis for accounting purposes.

2.4.5 If over a period of any consecutive twelve (12) months it is found that the Interconnector is deviating by more than 10% from uniform daily deliveries more often than it is complying with that

requirement, then SoCalGas reserves the right to suspend service until such time appropriate actions have been taken to ensure compliance with this provision.

2.5 Disputed Calculations - All reasonable efforts shall be made by the Parties to resolve any disputed computations. Either Party may pursue resolution of a dispute as to computations or imbalances owed hereunder in accordance with the provisions of this Agreement; however, unless the Parties mutually agree otherwise, delivery of the entire imbalance due, including any disputed imbalance, shall be made to the respective Party notwithstanding such dispute resolution. Delivery of the disputed imbalance(s) shall not be deemed a waiver of any rights to recoup any imbalance amount in dispute.

SECTION III **DEFAULT**

3.1 Waiver - A waiver by either Party of any one or more defaults by the other Party hereunder shall not operate as a waiver of any future default or defaults, whether of like or different character. Furthermore, no consent or waiver, expressed or implied, by any Party of any breach or default by the other Party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of any other obligation of the other Party. Failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver by such Party of any of its rights hereunder.

3.2 Regulatory Impairment – This Agreement shall at all times be subject to such changes or modifications by the CPUC as said Commission may from time to time direct in the exercise of its jurisdiction. Notwithstanding the other provisions of this Agreement, if at any time during the term hereof, any governmental authority having jurisdiction: (a) requires changes or modifications to the terms of this Agreement that are unacceptable to either Party; or (b) takes any action whereby either Party's delivery, receipt, and/or use of Gas hereunder shall be proscribed or subjected to terms, conditions, regulations, restraints, or limits that in the reasonable judgment of a Party prevents that Party from acting in a commercially reasonable manner to fulfill the terms of this Agreement, then such Party shall have the unilateral right to terminate this Agreement at any time upon thirty (30) calendar days written notice to the other Party, without further performance due or liability hereunder, except as to redelivery of any outstanding Gas imbalances. Nothing herein shall prevent the Parties through mutual agreement from modifying this Agreement in lieu of termination.

3.3 Sole Remedy - Each Party agrees that its sole remedy for nonperformance by the other Party or other default by the other Party in the performance of its obligations under this Agreement shall be as specified in this Agreement. Both Parties agree to use commercially reasonable efforts and actions to correct nonperformance on their respective systems in a timely manner.

3.4 Reconciliation - Upon the termination of this Agreement, the Parties agree to reconcile and eliminate any remaining Operational Imbalance pursuant to the terms and conditions of this Agreement within thirty (30) calendar days of termination. If the negative imbalance (i.e., under-deliveries) is not resolved within such thirty (30) calendar days, any remaining imbalance shall be reduced to zero (0) by cashing out at the highest High Daily Index – SoCal Border as reported by ICE (or its legal successor) during this 30-day Operational Imbalance Payback Period. If the positive imbalance (i.e., over-deliveries) is not resolved within such thirty (30) calendar days, any remaining imbalance shall be reduced to zero (0) by cashing out at the lowest Low Daily Index – SoCal Border as reported by ICE (or its legal successor) during this 30-day Operational Imbalance Payback Period. For a negative Operational Imbalance, the cash-out will be paid by Interconnector to SoCalGas. For a positive Operational Imbalance, the cash-out will be paid by SoCalGas to Interconnector. If, for any reason, ICE (or its legal successor) ceases to be available for this particular Payback Period, the cash-out rate will be based on another generally accepted available publication mutually agreed in writing by the Parties.

SECTION IV
NOTICES

Any notice, request, or statement provided pursuant to this Agreement shall be in writing and shall be considered as having been given, if delivered personally, when delivered, or, if either electronically communicated, mailed, sent by express mail, or overnight delivery, or if telecopied to the other Party, then, when received, at the following:

AGREEMENT NOTICES AND OTHER CORRESPONDENCE

Interconnector	Southern California Gas Company 555 W. Fifth Street Los Angeles, California 90013-1011
Telephone:	Telephone: (213) 244-
Telefax:	Telefax: (213) 244-
Attn:	Attn: M.L.
E-mail:	E-mail:

DISPATCHING AND NOMINATIONS

Interconnector	Southern California Gas Company 555 W. Fifth Street Los Angeles, California 90013-1011
Dispatch Telephone:	Gas Control: (323) 266-5888
Telefax:	Scheduling Fax: (213) 244-8281
Nominations:	Nominations: (213) 244-3900
Attn:	Attn: Gas Scheduling M.L. 20B5
E-mail:	Gasscheduling@semprautilities.com

ALLOCATION STATEMENTS

Interconnector	Southern California Gas Company 555 W. Fifth Street Los Angeles, California 90013-1011
Telephone:	Telephone: (213) 244-3812
Telefax:	Telefax: (213) 244-8281
Attn:	Attn: Scheduling Manager, M.L. GT20B5
E-mail:	Gasscheduling@semprautilities.com

Changes to the designated contacts, addresses and telefax and telephone numbers specified herein may be changed from time to time by the Party affected after two (2) calendar days written notice.

SECTION V **INDEMNITY**

5.1 Indemnity - Each Party shall be solely responsible for and shall indemnify, defend and hold harmless the other Party, its parent and affiliates including its officers, Board of Directors, agents, contractors, and employees thereof against losses, costs and expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments or other obligations or liabilities, resulting from physical injury to property or person, or a violation of a local, state or federal common law; statute or representation, arising from the indemnifying Party's performance or nonperformance of its obligations under this Agreement; provided, however, that neither Party shall be obligated to indemnify the other Party against any losses, however caused, which arise in whole or in part from the sole negligence, or willful or criminal misconduct of that Party.

5.2 Risk of Loss - Risk of loss of all Gas shall pass at the Interconnection Point. SoCalGas shall not be responsible to Interconnector or Interconnector's Service Requester(s) for any Gas losses or delays (due to operating conditions or constraints, force

majeure or otherwise) or damages or injuries occurring on Interconnector's side of the Interconnection Point and Interconnector shall not be responsible to SoCalGas or SoCalGas' Service Requester(s) for Gas losses or delays (due to operating conditions or constraints, force majeure or otherwise) or damages or injuries occurring on SoCalGas' side of the Interconnection Point; provided that if the damages or injuries are caused by or attributable to excessive pressure or the quality of Gas that Interconnector or Interconnector's Service Requester(s) delivers at the Interconnection Point, then Interconnector or Interconnector's Service Requester(s) agrees to be responsible and shall be responsible for all such damages or injuries.

5.3 Limitation of Liability - Notwithstanding any other provision hereof, neither Party shall be liable to the other Party for or assessed pursuant to Section VI or otherwise any special, punitive, consequential, incidental, or indirect damages or for lost business or lost profits, whether under tort, breach of contract, strict liability or any other theory, even if the Party has been advised of the possibility of such damages. SoCalGas is not committing to provide any capacity on its system or access rights to its system to Interconnector as a result or benefit of this Agreement.

SECTION VI **DISPUTE RESOLUTION**

6.1 Disputes - The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute that cannot be resolved shall be submitted to the CPUC for resolution under whatever process is then currently available.

SECTION VII **ASSIGNMENT**

7.1 Assignment - Assignment or transfer of the entire rights and obligations of either Party hereunder shall only be permitted under one of the following circumstances:

- 7.1.1 When the assignment is to a successor, representative or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of Interconnector or SoCalGas, as the case may be and when the assignment is to a parent, affiliate or subsidiary of a Party hereto; or
- 7.1.2 When either Party assigns or pledges this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may execute hereafter;

however, in such event the other Party shall be provided prior written notice thereof; or

- 7.1.3 When the Party assigning shall have first obtained the consent in writing of the other Party hereto, such consent shall not be unreasonably withheld.

SECTION VIII **MISCELLANEOUS**

8.1 No Dedication - Nothing herein shall be construed as a dedication by any Party of its respective facilities to the other Party or to or for the benefit of any third party. Both Parties may each construct such facilities on their respective systems, as they may deem necessary or appropriate in their sole discretion. Nothing herein obligates either Party to construct any additional facilities (including measuring facilities) over and above those included within the California Producer Interconnection Agreement or to modify any future facilities not described herein or existing facilities to provide for the receipt or delivery of Gas contemplated hereunder.

8.2 Information - Each Party shall have the right to request, and upon such request, the other Party shall provide, information that is sufficient to meet its obligations and to enforce its rights under this Agreement including the verification of the accuracy of any computation contemplated under this Agreement. If the information is considered confidential, then the disclosing Party shall identify it as such and the receiving Party shall treat it as such. Notwithstanding the above, no Party shall be required to provide the other Party with information that is confidential, proprietary, or in violation of the rules and regulations of either the FERC or CPUC.

8.3 Force Majeure - In the event a Party is rendered unable, wholly or in part, by an event of force majeure (as defined in SoCalGas' tariff) to carry out its respective obligations under this Agreement, it is agreed that upon such Party giving notice and reasonably full particulars of such event of force majeure in writing, electronic mail or by telecopy or by telephone (and confirmed in writing within seventy-two (72) hours thereafter), to the other Party within a reasonable time after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such event of force majeure, shall be suspended during the continuance of the effects of the cause, but for no longer and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch. No event of force majeure shall affect any Party's ability to suspend performance as set forth in Section 4(i) of the California Producer Interconnection Agreement.

8.4 Choice of Law - As to all matters of construction and interpretation, this Agreement shall be interpreted in accordance with the laws of California, excluding any choice of law or rules, which direct the application of laws of another jurisdiction.

8.5 Entire Agreement - This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, supersedes all prior discussions, agreements and understandings, whether oral or written, which the Parties may have in connection herewith (specifically excepting the California Producer Interconnection Agreement, which is not affected by this Agreement) and may not be amended or modified except by written agreement of the Parties, and shall not be modified by course of performance, course of conduct or usage of trade.

8.6 Context - Whenever the context may require, the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Unless otherwise stated, a reference to a paragraph shall include all sub-paragraphs, e.g., a reference to section 2 shall, unless otherwise indicated, include paragraph 2.1, 2.2, 2.3, and so on.

8.7 Survivability - Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction. Notwithstanding any termination of this Agreement for any reason, Sections 3, 5 and 8 shall survive.

8.8 Credit

8.8.1 Any Interconnector which is delivering Gas into the SoCalGas system under an existing access agreement, as of August 23, 2007 -the effective date of D.07-08-029, shall be deemed creditworthy unless the Interconnector shows a pattern of material past due payments or the Interconnector's financial condition has materially degraded.

8.8.2 SoCalGas shall have the right, but not the obligation, to reevaluate the creditworthiness of any Interconnector whenever such Interconnector fails to fulfill its financial obligations under this Agreement or whenever the financial condition of the Interconnector has materially changed, including but not limited to a change or transition in ownership, a request for a substantial increase in the amount of Gas to be delivered to SoCalGas has been made, or significant under-deliveries have occurred.

8.8.3 In the event a reevaluation of credit of an existing Interconnector is deemed necessary by SoCalGas, or if Interconnector is a new Interconnector, such Interconnector shall provide SoCalGas with such Interconnector's most recent annual report and the Interconnector's most recent SEC Form 10-K or a copy of the Interconnector's audited financial statement.

8.8.4 The creditworthiness evaluation may be performed by an outside credit analysis agency selected by SoCalGas, with final credit

approval granted by SoCalGas. The creditworthiness evaluation shall consider the credit facilities that are already in place between SoCalGas and the Interconnector and the Interconnector's affiliate(s) so that the credit coverage is not duplicative. Also, a third party (the "Guarantor") shall be allowed to assume creditworthiness on behalf of the Interconnector in accordance with the following provisions:

SoCalGas may accept a guaranty in an amount, from an issuer, and in a form acceptable to SoCalGas in its sole discretion (the "Guaranty") from the Guarantor.

The Guarantor shall deliver and maintain the Guaranty until such time when the Interconnector is able to demonstrate the Interconnector's creditworthiness to SoCalGas, as determined by SoCalGas in its sole discretion. The Interconnector shall be in default of this Agreement if a replacement guaranty (in a form, from an issuer and in an amount acceptable to SoCalGas in its sole discretion) or a cash deposit or letter of credit in an amount determined by SoCalGas in accordance with Section 8.8.5 is not received within fifteen (15) calendar days of SoCalGas' notice to the Interconnector of a determination that the Guarantor is no longer creditworthy (or SoCalGas is unable to determine the creditworthiness of the Guarantor), as determined by SoCalGas in its sole discretion.

- 8.8.5 In the event SoCalGas denies the Interconnector or its Guarantor an unsecured line of credit, SoCalGas shall provide the Interconnector, within seven (7) calendar days of the denial of credit, with an explanation as to why the Interconnector or its Guarantor was denied credit. If the Interconnector or its Guarantor is denied an unsecured line of credit, SoCalGas shall accept as a security deposit, for a secured line of credit, a cash deposit, or letter of credit or other instrument acceptable to SoCalGas that meets the following criteria: the Interconnector's Interconnect Capacity multiplied by 40 days, and then multiplied by the average of the Average Daily Index – SoCal Border as reported by ICE (or its legal successor) for each day of the immediately preceding calendar month. If, for any reason, ICE (or its legal successor) ceases to be available, the price index will be based on another generally accepted available publication selected by SoCalGas in its sole discretion.

8.9 Publicity - Any public statements, publicity or press releases concerning this Agreement and the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between the Parties. No Party shall act unilaterally regarding such publicity or press releases without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

8.10 Attorneys' Fees - Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing Party.

8.11 Compliance with Law - This Agreement and the terms and conditions herein are subject to all present and future valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. SoCalGas shall provide notice to the Interconnector prior to filing any request for a change to its tariffs that would affect this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed duplicate originals of this Agreement on the date set forth hereinabove.

INTERCONNECTOR

SOUTHERN CALIFORNIA GAS
COMPANY

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

EXHIBIT 1: SYSTEM MAP

TO THE CALIFORNIA PRODUCER OPERATIONAL BALANCING AGREEMENT

between

_____ and
Southern California Gas Company
Dated: _____, 20__

EXHIBIT 2: SOCALGAS' FACILITIES

TO THE CALIFORNIA PRODUCER OPERATIONAL BALANCING AGREEMENT
between

_____ and
Southern California Gas Company
Dated: _____, 20__

EXHIBIT 3: LOCATION

TO THE CALIFORNIA PRODUCER OPERATIONAL BALANCING AGREEMENT

between

_____ and
Southern California Gas Company
Dated: _____, 20__

<u>D-U-N-S® NUMBER</u>	<u>RECEIPT/DELIVERY DESIGNATION</u>	<u>PROPRIETARY GAS TRANSACTION POINT CODE</u>	<u>DRN NO.</u>	<u>DESCRIPTION</u>
				Interconnection between the facilities of _____ and Southern California Gas Company located at County: _____ Section ____ Township: ____; Range ____.

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GM	Multi-Family Service (Includes GM-E, GM-C, GM-EC, GM-CC, GT-ME, GT-MC and all GMB Rates)	42987-G,51241-G,51242-G,41014-G 41015-G,41016-G,41017-G,45295-G
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G-AC	Core Air Conditioning Service for Commercial and Industrial (Includes G-AC, G-ACC and GT-AC Rates)	51245-G,43252-G,51148-G,51149-G,43255-G,
G-EN	Core Gas Engine Water Pumping Service for Commercial and Industrial (Includes G-EN, G-ENC and GT-EN Rates)	51246-G,44077-G,51150-G,44079-G,44980-G
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ATTACHMENT B

Advice No. 4744

Summary of Proposed Tariff Revisions

Tariff	Sheet	Section	Reason	Change												
Schedule No. G-10, Core Commercial and Industrial Service	6	Special Condition 20	To reflect similar language revisions in the second paragraphs of Special Condition 12 in Schedule G-AC and Special Condition 11 of Schedule No. G-EN, language changes inadvertently missed for Special Condition 20 of Schedule No. G-10 are updated.	20. Non-Bidding Customers: Noncore customers eligible to participate in the open season start date that do not submit a bid for service may remain core. Noncore eligible customers, on core service as of the Open Season start date, as defined in the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, that do not submit a bid for noncore service commencing on the effective date of the Constrained Area Amendment to Master Services Contract – Schedule A Intrastate Transmission Service, may remain core.												
Schedule No. G-AC, Core Air Conditioning Service for Commercial and Industrial	4	Special Condition 12	Language inadvertently missed in the beginning of Special Condition 12 is added.	12. Core Service for Noncore Eligible Customers in Potentially Capacity Constrained Areas: Any existing noncore. . . .												
Schedule No. G-IMB, Transportation Imbalance Service	7	Special Condition 6	The trading period in the trading periods table for “November 25-31” is corrected to “November 25-30.”	6. Customers may trade their monthly imbalances. . . . The trading periods are as follows: <table border="1" data-bbox="1205 813 1997 987"> <tr> <td>January 25-31</td> <td>May 25-31</td> <td>September 25-30</td> </tr> <tr> <td>February 23-28 (or 29)</td> <td>June 25-30</td> <td>October 25-31</td> </tr> <tr> <td>March 25-31</td> <td>July 25-31</td> <td>November 25-3130</td> </tr> <tr> <td>April 25-30</td> <td>August 25-31</td> <td>December 25-31</td> </tr> </table>	January 25-31	May 25-31	September 25-30	February 23-28 (or 29)	June 25-30	October 25-31	March 25-31	July 25-31	November 25- 31 30	April 25-30	August 25-31	December 25-31
January 25-31	May 25-31	September 25-30														
February 23-28 (or 29)	June 25-30	October 25-31														
March 25-31	July 25-31	November 25- 31 30														
April 25-30	August 25-31	December 25-31														
Schedule No. GO-BCUS, Biogas Conditioning/Upgrading Services	1 - 8 1	Applicability	The letter “O” is added to the acronym for the title of the schedule to conform to the current practice of naming optional schedules. Language is added to mirror other optional schedules.	Schedule No. G-BCUS GO-BCUS BIOGAS CONDITIONING/UPGRADING SERVICES <u>APPLICABILITY</u> Applicable to Biogas Producers. . . . Service under this Schedule is optional subject to the terms and conditions set forth herein.												

Tariff	Sheet	Section	Reason	Change
Sample Forms - Contracts - Customer Termination of CAT Program Contract, Form No. 6567-T		Return Address	Contact information is updated. The Mail Location (M.L.) is updated.	Nancy McVay, Special Projects Manager CAT Administrator Southern California Gas Company, M.L. 26-EO GT18A5
		Facsimile Number	The facsimile number is added.	Fax: 213-244-8449
		Account(s) to be Terminated	The column titles are revised for clarification.	SoCalGas Account Number Account Customer Name With Current Aggregator Less than 12 Mos (Y/N)* Have you been with the current CTA less than 12 Months (Y/N)*
		Signatory Information	The signatory information at the bottom of the form is revised for clarification that the original completed form is required.	(. . . Please send the original of your completed form; SoCalGas cannot accept facsimiles or photocopies. Thank you.) (. . . Please send the original of your completed form.)
		All Sections of From	The references to "Aggregator" are revised to "Core Transport Agent" and "CTA."	Aggregator's Core Transport Agent's (CTA) Aggregator's CTA's Aggregator CTA

Tariff	Sheet	Section	Reason	Change
Sample Forms - Contracts - California Producer Operational Balancing Agreement, Form No. 6452		Page 10, Section IV - Notices	E-mail addresses for the Interconnector and Southern California Gas contacts are added for Agreement Notices and Other Correspondences.	<p align="center"><u>AGREEMENT NOTICES AND OTHER CORRESPONDENCE</u></p> <p>Interconnector Southern California Gas Company 555 W. Fifth Street Los Angeles, California 90013-1011 Telephone: (213) 244- Telefax: (213) 244- Attn: M.L.</p> <p>E-mail: E-mail:</p>
		Page 11, Section IV - Notices	E-mail addresses for the Interconnector and Southern California Gas contacts are added for Dispatching and Nominations.	<p align="center"><u>DISPATCHING AND NOMINATIONS</u></p> <p>Interconnector Southern California Gas Company 555 W. Fifth Street Los Angeles, California 90013-1011 Gas Control: (323) 266-5888 Scheduling Fax: (213) 244-8281 Nominations: (213) 244-3900 Attn: Gas Scheduling M.L. 20B5</p> <p>E-mail: Gasscheduling@semprautilities.com</p>
				<p align="center"><u>ALLOCATION STATEMENTS</u></p> <p>Interconnector Southern California Gas Company 555 W. Fifth Street Los Angeles, California 90013-1011 Telephone: (213) 244-3812 Telefax: (213) 244-8281 Attn: Scheduling Manager, M.L. GT20B5</p> <p>E-mail: Gasscheduling@semprautilities.com</p>

Tariff	Sheet	Section	Reason	Change
Sample Forms - Contracts - Compression Services Agreement, Form 8100		Page 3, Section 7.a Page 4, Section 7.a.iv	In Section 7.a of the Compression Services Contract, the term “agree,” is corrected to “agrees.” In Section 7.a.iv. of the Compression Services Contract, “If applicable to the scope of work,” is added for clarification.	7. INSURANCE a. Applicant agree agrees to obtain and maintain. . . . 7. INSURANCE a. Applicant . . . Tariff and this Agreement: iv. Pollution Liability Insurance - If applicable to the scope of work , Applicant shall maintain pollution liability insurance. . . .
Schedule No. GM, Multi-Family Service	3	Footnote ^{3/}	Decision 14-08-043 referred to an “Energy Service Provider (ESP)” as a “Core Transport Agent (CTA).” The references to “Energy Service Provider” and “ESP” are revised to “Core Transport Agent” and “CTA.”	^{3/} These Cross-Over Rate charges . . . their gas commodity from an Energy Service Provider (ESP) a Core Transport Agent (CTA) to utility procurement unless such customer was returned to utility procurement because their gas supplier is no longer doing any business in California; and (2) who return to core procurement service for up to 90 days while deciding whether to switch to a different ESP CTA .
Schedule No. G-10, Core Commercial and Industrial Service	4	Special Condition 8	The references to “Energy Service Provider” and “ESP” are revised to “Core Transport Agent” and “CTA.”	8. <u>Utility Service Agreement</u> : Noncore customers transferring to service under this schedule . . . Transmission Service (Form No. 6597-1). Customers wishing to aggregate service for multiple core facilities must execute an Energy Service Provider a Core Transport Agent Energy Service Provider Agreement for Core Aggregation Service (Service Agreement, Form No. 6536-A).
Schedule No. G-AC, Core Air Conditioning Service for Commercial and Industrial	3	Special Condition 7	The references to “Energy Service Provider” and “ESP” are revised to “Core Transport Agent” and “CTA.” Any other related language is also revised.	7. <u>Utility Service Agreement</u> : Noncore customers transferring to service under this schedule . . . Transmission Service (Form No. 6597-1). Customers wishing to aggregate service for multiple core facilities must execute an Energy Service Provider a Core Transport Agent Energy Service Provider Agreement for Core Aggregation Service (Service Agreement, Form No. 6536-A).
Schedule No. G-EN, Core Gas Engine Water Pumping Service for Commercial and Industrial	3	Special Condition 7	The references to “Energy Service Provider” and “ESP” are revised to “Core Transport Agent” and “CTA.” Any other related language is also revised.	7. <u>Utility Service Agreement</u> : Noncore customers transferring to service under this schedule . . . Transmission Service (Form No. 6597-1). Customers wishing to aggregate service for multiple core facilities must execute an Energy Service Provider a Core Transport Agent Energy Service Provider Agreement for Core Aggregation Service (Service Agreement, Form No. 6536-A).

Tariff	Sheet	Section	Reason	Change
Schedule No. G-NGV, Natural Gas Service for Motor Vehicles	4	Special Conditions 10 and 11	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA." Any other related language is also revised.	<p>10. <u>Transportation-Only Service Option</u>: Customers electing this service option. . . . Core customers who do not meet the above minimum may opt to aggregate their loads with other core customers and contract for core aggregation service from an authorized Energy Service Provider Core Transport Agent (ESPCTA), as set forth in Rule No. 32.</p> <p>11. Energy Service Provider Core Transport Agent Agreement for Core Aggregation Service (Service Agreement, Form 6536-A): Customers who meet a minimum transportation requirement . . . through an ESP a CTA must execute Form 6536-A and all the provisions of Rule No. 32 shall apply.</p>
Schedule No. GO-ET, Emerging Technologies Optional Rate for Core Commercial and Industrial	3	Special Condition 5	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA."	5. Discounts for the Emerging Technologies rate schedule . . . to DSM incentives, line extension allowances, Rule No. 38 incentives, energy service provider core transport agent incentives, third party incentives, third party financing, etc.
Schedule No. GTO-ET, Transportation-Only Emerging Technologies Optional Rate for Core Commercial and Industrial	3	Special Condition 3	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA." Any other related language is also revised.	3. Discounts for the Emerging Technologies rate schedule . . . to DSM incentives, line extension allowances, Rule No. 38 incentives, energy service provider core transport agent incentives, aggregator incentives, third party incentives, third party financing, etc.
Schedule No. G-CBS, Utility Distribution Company (UBC) Consolidated Billing Service	1	Applicability	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA."	Applicable to Energy Service Providers Core Transport Agents (ESPs-CTAs or also known as core aggregators) who provide direct access to core Customers, as defined in Rule No. 1.

Tariff	Sheet	Section	Reason	Change
(Continued) Schedule No. G- CBS, Utility Distribution Company (UBC) Consolidated Billing Service	1	Description of Tariffed Service	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA."	<p><u>Bill Calculation</u></p> <p>SoCalGas will calculate and send . . . related charges and the ESP's CTA's gas procurement charges to the Customer. SoCalGas will calculate the ESP's CTA's procurement charges based upon ESP CTA-supplied rates.</p> <p>The ESP CTA will send rate changes to SoCalGas....The ESP CTA is solely responsible...</p> <p>The gas procurement rate assignment will be limited to the following:</p> <p style="padding-left: 40px;"><u>Rate per Therm</u>: One flat rate per therm applied to all of the ESP's CTA's accounts. . . .</p> <p style="padding-left: 40px;"><u>Fixed Service Charge</u>: One fixed service charge per account applied to all the ESP's CTA's accounts. . . .</p>
Rule No. 01, Definitions	1 5		The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA." Any other related language is also revised.	<p><u>Aggregator</u>: See Energy Service Provider Core Transport Agent (ESP-CTA).</p> <p><u>Direct Access (DA)</u>: Any end-use Utility customer electing to procure its natural gas, and any other CPUC-authorized energy services, directly from energy service providers core transport agent (ESP-CTA).</p> <p>Energy Service Provider (ESP): See Core Transport Agent (CTA). Individuals, companies or consortiums that arrange for natural gas procurement related activities (procurement, interstate transportation and balancing) on behalf of core customers. See Rule No. 32.</p>

Tariff	Sheet	Section	Reason	Change
(Continued) Rule No. 01, Definitions	7 9 13		The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA." Any other related language is also revised.	<p><u>Gas Service Provider (GSP)</u>: Supplier of natural gas to core or noncore customers including, but not limited to Energy Service Provider Core Transport Agent (ESP-CTA or Aggregator), Contracted Marketer, Agent or its equivalent. . . .</p> <p><u>Maximum Daily Quantity (MDQ)</u>: Maximum daily quantity of natural gas that can be nominated. . . . For ESP's CTAs the maximum daily quantity is equal to their DCQ.</p> <p><u>Procurement Management Charge</u>: Charges billed to ESPs CTAs participating in the Core Aggregation Transportation program that may arise from ESPs' CTA's management of procurement portfolios on behalf of customers served by the ESPs CTAs.</p>
Rule No. 11, Disputed Bills	2	B.	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA."	<p><u>B. CORE TRANSPORTATION DISPUTES</u></p> <p>Disputes between core transportation customers and their ESP(s) CTA(s) shall not be subject to the jurisdiction of the California Public Utilities Commission. The customer will remain obligated to pay all Utility charges in a timely manner, regardless of any financial or bill payment arrangements with CTA(s) ESP(s) CTA(s) or any third parties in the event of a CTA ESP billing dispute or CTA ESP payment default except only that the CTA ESP will continue to be financially liable for outstanding Procurement Management Charges in the event the CTA ESP defaults on any payments to the Utility.</p>

Tariff	Sheet	Section	Reason	Change
Rule No. 30, Transportation of Customer-Owned Gas	7	D.6.	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA."	6. <u>Nominations</u> Nominations may be made in the following manner: TO: Backbone Transportation Service Contract End User, Contracted Marketer, ESP-CTA Citygate Pool Account Storage Account End User, Contracted Marketer, ESP-CTA Citygate Pool Account End User, Contracted Marketer, ESP-CTA
	8			6. <u>Nominations</u> FROM: Citygate Pool Account Storage Account Storage Account Storage Account Citygate Pool Account End User, Contracted Marketer, ESP-CTA Off-System Delivery Contract . . .
Sample Forms, Contracts, Energy Service Provider Agreement for Core Aggregation Service (Form 6536-A, Rev. 1/99)	1 - 10 3	I.1.5	The references to "Energy Service Provider" and "ESP" are revised to "Core Transport Agent" and "CTA."	The references to " Energy Service Provider " and " ESP " are replaced with " Core Transport Agent " and " CTA " in Form 6536-A. 1.5 <u>Interstate Pipeline Capacity</u> -- Utility will assign firm interstate pipeline capacity to ESP-CTA in a manner consistent with Tariff Rule No. 32 and will notify ESP-CTA of DCQ and Core Capacity Assignment in writing, by facsimile or on Gas Select by the 20th calendar day of the month. . . .

Tariff	Sheet	Section	Reason	Change
(Continued) Sample Forms, Contracts, Energy Service Provider Agreement for Core Aggregation Service (Form 6536-A, Rev. 1/99)	5	I.1.11	Obsolete language is removed.	1.11 Utility Services -- Utility shall read customer meters, send customers legally required notices and bill inserts in accordance with Public Utilities Code 454(a), and provide customers with all other regular Utility services. This includes direct billing, unless the customer specifies in the Core Aggregation Transportation Authorization (Form No. 6568-A) that Utility bill ESP for all charges.
	5 - 10			The references to “ GasSelect ” are replaced with “ Electronic Bulletin Board ” or “ Electronic Bulletin Board (EBB) .”
	8	XI.11.1 Mailing Address	SoCalGas’ contact and mailing address are revised.	To Utility: Southern California Gas Company Core Aggregation Transportation Program Manager Account Manager – Gas Suppliers M.L. 49C2-GT20C3 555 West Fifth Street Los Angeles, CA 90013-4044-1040 Fax Number: (213) 244-8113-3897
	9	XI.11.2		Southern California Gas Company Billing Collections Manager M.L. 22B4 P.O. Box 3249 Los Angeles, CA 90051-1249 P.O. Box C Monterey Park, CA 91756
Sample Forms, Contracts, Core Capacity Assignment Agreement for Energy Service Provider - Form No. 6599 (4/2005)	2		The references to “Energy Service Provider” and “ESP” are revised to “Core Transport Agent” and “CTA.”	The references to “ Energy Service Provider ” and “ ESP ” are replaced with “ Core Transport Agent ” and “ CTA ” in Form 6599.