

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

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(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