

PUBLIC UTILITIES COMMISSION

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February 19, 2009

**Advice Letter 3948**

Ronald van der Leeden, Director  
Rates, Revenues and Tariffs  
8330 Century Park Court CP32C  
San Diego, CA 92123-1548

**Subject: Modification of Forms to 1)Accommodate Automated Secondary Market Transactions of Firm Storage Rights Pursuant to D.07-12-019 and 2)Reflect Storage-Related Changes Pursuant to D.06-12-031 and D.07-12-019**

Dear Mr. van der Leeden:

SoCalGas Advice Letter 3948 has been approved by the Energy Division on February 13, 2009.

Form 6597-11 (Schedule 1 – Transaction Based Storage Service Agreement of Master Services Contract) will be effective for use April 1, 2009.

Forms Nos. 9924, 9926, 6597-21, and 6800-A will be made effective at full implementation of the SoCalGas Electronic Bulletin Board (EBB) platform for automated secondary transactions of firm storage rights, expected to be no later than October 15, 2009. SoCalGas shall provide 20 days notice to the Commission's Energy Division as to when these revised four forms should be made effective.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie A. Fitch".

Julie A. Fitch, Director  
Energy Division





**Ronald van der Leeden**  
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January 14, 2009

Advice No. 3948  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Modification of Forms to 1) Accommodate Automated Secondary Market Transactions of Firm Storage Rights Pursuant to Decision (D.) 07-12-019 and 2) Reflect Storage-Related Changes Pursuant to D.06-12-031 and D.07-12-019**

Southern California Gas Company (SoCalGas) hereby submits for filing revisions to its certain sample forms, which were approved by the California Public Utilities Commission (Commission), applicable throughout its service territory, as shown on Attachment B.

**Purpose**

This Advice Letter revises the existing forms – Nomination and Trading Authorization Form (Form No. 9924), Form to Terminate Nominating or Trading Agent (Form No. 9926), Transportation Services Addendum to Schedule A – Intrastate Transmission Service of Master Services Contract (Form 6597-21), EBB Logon ID Request Form, Exhibit A of Electronic Bulletin Board Agreement (Form 6800-A), and Schedule I - Transaction Based Storage Service Agreement of Master Services Contract (Form No. 6597-11).

**Background**

- 1) On June 18, 2008 the Commission approved Advice Letter (AL) 3818-A revising tariffs related to Natural Gas Operations and Service Offerings pursuant to Decision (D.) 07-12-019. One of the provisions approved in AL 3818-A was the establishment of Schedule No. G-SMT, which allows for secondary market transactions of firm storage rights. As explained in AL 3818-A, in order to expedite service for customers SoCalGas is currently manually processing the assignments of storage contracts until the full implementation of SoCalGas' Electronic Bulletin Board (EBB) platform for automated secondary market transactions.
- 2) Also approved in AL 3818-A was SoCalGas' proposed Interruptible Storage Service under its Schedule No. G-TBS. In D.06-12-031 the Commission approved, among other things, the creation of the SoCalGas Citygate and Citygate Pool.

### **Form Revisions**

- 1) In order to implement automated secondary market transactions of firm storage rights, SoCalGas proposes the following revisions to the existing forms:
  - A) The existing Form No. 9924 was designed to be used by customers with receipt point access rights to **specify** their nominating and/or trading agents. Consistent with Special Condition 10 in its Schedule No. G-SMT for Secondary Market Transactions of Storage Rights, SoCalGas proposes to modify Form No. 9924 so that it can also be used by customers with firm storage rights.
  - B) The existing Form No. 9926 was designed to be used by customers with receipt point access rights to **terminate** their nominating and/or trading agents. Consistent with Special Condition 10 in its Schedule No. G-SMT for Secondary Market Transactions of Storage Rights, SoCalGas proposes to modify Form No. 9926 so that it can also be used by customers with firm storage rights.
  - C) The existing Form No. 6597-21 was designed to be used by end-use customers for, among other things, imbalance trading as well as for selecting the agents for storage nominations. SoCalGas proposes to modify the wording in Form No. 6597-21 to: i) **clarify** that this form is for imbalance trading (vs. secondary market trading of storage rights); ii) **clarify** that an agent for transportation service may not nominate or trade imbalances when a contracted marketer has already been designated; and iii) **transfer** the selection of a nominating agent for storage rights/assets (similar to receipt point access rights) to Form No. 9924.
  - D) The existing Form No. 6800-A was designed to be used by customers to request access privileges to its employees for various EBB services. SoCalGas proposes to modify the wording in Form No. 6800-A to **add** the new service – the automated secondary market trading of firm storage rights – and corresponding list of access privileges, which can be selected by customers.

In addition, new language has been added in Form Nos. 9924, 6597-21, and 6800-A to clarify i) customer's responsibility for keeping its logon and password protection confidential and ii) customer's obligations under SoCalGas' Rules and Rate Schedules.

- 2) In order to reflect SoCalGas' Interruptible Storage Service under its Schedule No. G-TBS, receipt/delivery of storage gas at the SoCalGas Citygate (rather than California border), and other minor clean-up items, SoCalGas proposes to revise the existing Form No. 6597-11 as indicated by the red-lined changes. (See Attachment C).

### **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 this Advice Letter. 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  
Attn: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Maria Salinas ([mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)) and to Honesto Gatchalian ([jni@cpuc.ca.gov](mailto:jni@cpuc.ca.gov)) of the Energy Division. 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](mailto: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. SoCalGas respectfully requests that this Advice Letter be approved on February 13, 2009, which is 30 calendar days after the date filed. SoCalGas requests that Form No. 6597-11 (Schedule I - Transaction Based Storage Service Agreement of Master Services Contract) be made effective for use on and after April 1, 2009. However, SoCalGas requests that Form Nos. 9924, 9926, 6597-21, and 6800-A be made effective for use on and after the full implementation of the EBB platform for automated secondary market transactions of firm storage rights. The full implementation of the EBB platform for automated secondary market transactions of firm storage rights is expected to be no later than October 15, 2009 – about 16 months after the approval of AL 3818-A. SoCalGas will provide 20 days advance notice to the Commission as to when the revised four forms, mentioned above, will be effective.

### **Notice**

A copy of this advice letter is being sent to the parties listed on Attachment A which includes parties in A.06-08-026, Omnibus and A.04-12-004, Firm Access Rights proceedings.

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RONALD VAN DER LEEDEN  
Director  
Rates, Revenues and Tariffs

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 904-G)**

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) #: 3948

Subject of AL: Modification of Forms to Accommodate Automated Secondary Market Transactions Of Storage Rights Pursuant to D.07-12-019

Keywords (choose from CPUC listing): Sample Forms

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:  
D.07-12-019

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 AL<sup>1</sup>: N/A

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

Resolution Required?  Yes  No

Tier Designation:  1  2  3

Requested effective date: AL 2/13/09; Forms Various

No. of tariff sheets: 8

Estimated system annual revenue effect (%): \_\_\_\_\_

Estimated system average rate effect (%): \_\_\_\_\_

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: Sample Forms, TOCs

Service affected and changes proposed<sup>1</sup>: 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**

**mas@cpuc.ca.gov and jnj@cpuc.ca.gov**

**Southern California Gas Company**

**Attention: Sid Newsom**

**555 West Fifth Street, GT14D6**

**Los Angeles, CA 90013-1011**

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<sup>1</sup> Discuss in AL if more space is needed.

**ATTACHMENT A**

**Advice No. 3948**

**(See Attached Service Lists)**

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ATTACHMENT B  
Advice No. 3948

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 44334-G	MASTER SERVICES CONTRACT - SCHEDULE A, INTRASTATE TRANSMISSION SERVICE , TRANSPORTATION SERVICES ADDENDUM (Form 6597-21, 2009)	Revised 39747-G
Revised 44335-G	MASTER SERVICES CONTRACT, SCHEDULE I, TRANSACTION BASED STORAGE, SERVICE AGREEMENT (Form No. 6597-11, 2009)	Original 27379-G
Revised 44336-G	NOMINATION AND/OR TRADING AUTHORIZATION, FOR RECEIPT POINT MASTER AGREEMENT AND/OR STORAGE CONTRACT, Form No. 9924, 2009	Original 42321-G
Revised 44337-G	TERMINATION OF NOMINATING AND/OR TRADING AGENT, FOR RECEIPT POINT MASTER AGREEMENT AND/OR STORAGE CONTRACT, Form No. 9926, 2009	Original 42322-G
Revised 44338-G	ELECTRONIC BULLETIN BOARD AGREEMENT , EXHIBIT A - LOGON ID REQUEST, Form No. 6800-A, 2009	Original 42326-G
Revised 44339-G Revised 44340-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 42332-G Revised 43404-G
Revised 44341-G	TABLE OF CONTENTS	Revised 44333-G

MASTER SERVICES CONTRACT - SCHEDULE A  
INTRASTATE TRANSMISSION SERVICE  
TRANSPORTATION SERVICES ADDENDUM (Form 6597-21, 2009)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3948  
DECISION NO. 06-12-031, 07-12-019

1C19

ISSUED BY

**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jan 14, 2009  
EFFECTIVE Aug 1, 2009  
RESOLUTION NO. \_\_\_\_\_

**MASTER SERVICES CONTRACT  
SCHEDULE A – INTRASTATE TRANSMISSION SERVICE**

**TRANSPORTATION SERVICES ADDENDUM  
Order Control Code (OCC) \_\_\_\_\_**

Customer acknowledges that the above Order Control Code (OCC) shall be used to associate Customer's nominations and deliveries to individual Customer facilities. Any rights or access granted herein by Customer shall be applicable to all Agreements and facilities utilizing the above OCC.

**Imbalance Account Designation:**

Any applicable imbalance charges pursuant to Tariff Schedule G-IMB associated with the OCC selected above shall be charged to account number: \_\_\_\_\_ (enter Contracted Marketer account or Customer designated account, as applicable).

For any Customer utilizing the services of a Contracted Marketer, a summary of transactional activities shall be provided to the following Customer designated account: \_\_\_\_\_.

**Contracted Marketer Services:**

In accordance with Tariff Rule No. 35, Customers may elect a Contracted Marketer to purchase, nominate, trade imbalances and balance Customer's gas requirements. This election, along with confirmation of this election by the Contracted Marketer, and any changes to this election, must be received by Utility not less than five business days prior to the effective date of the election.

Customer hereby  **designates** /  **terminates** (select one): \_\_\_\_\_ as the Contracted Marketer for the above OCC. A Designated Contracted Marketer is authorized to access Customer's meter usage, nominate and trade on Customer's behalf.

**Agent Services:**

Customers may elect an Agent to access meter usage, nominate, and trade imbalances on their behalf at any time of the month. Authorized agents will not be able to nominate or trade imbalances during periods when a Contracted Marketer has been designated.

Customer hereby  **designates** /  **terminates** (select one): \_\_\_\_\_ as an Agent for the above OCC.

Authorized to access Customer's meter usage:     **Yes**     **No**  
Will nominate on Customer's behalf:             **Yes**     **No**  
Will trade imbalances on Customer's behalf:     **Yes**     **No**

Customer is solely responsible for keeping its logon and password information confidential. If Customer designates an Agent or Contracted Marketer, any communications made by any person logging on to [www.SoCalGasEnvoy.com](http://www.SoCalGasEnvoy.com) as such Agent or Contracted Marketer shall be binding on Customer and may be relied upon by Utility for all purposes during the period such authorization remains in effect. Such authorization shall remain in effect for the term of this Agreement unless otherwise specified in the initial authorization, or unless terminated pursuant to written notification received by Utility. Customer shall remain responsible for payment for all services contracted for under all applicable contracts, and for compliance with all terms, conditions and obligations thereof, applicable rate schedules, and Utility's Rules. All terms and conditions referenced on [www.SoCalGasEnvoy.com](http://www.SoCalGasEnvoy.com), whether posted thereon or referenced by web link, shall apply hereunder.

**Effective Date:** \_\_\_\_\_ (Month/Day/Year).

Changes in Imbalance Account or Contracted Marketer Designations must be effective on the first of the month.

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

MASTER SERVICES CONTRACT  
SCHEDULE I, TRANSACTION BASED STORAGE  
SERVICE AGREEMENT (Form No. 6597-11, 2009)

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(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO.    3948  
DECISION NO.    06-12-031, 07-12-019

ISSUED BY  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED    Jan 14, 2009  
EFFECTIVE    Aug 1, 2009  
RESOLUTION NO.    \_\_\_\_\_

**MASTER SERVICES CONTRACT**

**SCHEDULE I**

**TRANSACTION BASED STORAGE SERVICE AGREEMENT**

THIS TRANSACTION BASED STORAGE SERVICE AGREEMENT ("Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Southern California Gas Company ("Utility") and \_\_\_\_\_ ("Service User") and sets forth the terms and conditions under which Utility will provide storage services to Service User. This Agreement shall be attached to and incorporated as Schedule I to the Master Services Contract ("MSC") entered into by the parties.

SECTION 1 - STORAGE SERVICES

(a) For the Time Period for Service indicated below (the "Service Period"), Utility shall provide Service User with the storage services set forth below. This Agreement and the rights established herein shall be subject to the terms and conditions of Utility's Tariff Rate Schedule G-TBS and other applicable Tariff Rules hereto as they may be amended from time to time (including, without limitation, the definitions in Utility's Tariff Rule No. 1).

<u>Storage Services</u>	<u>Maximum Quantity</u>	<u>Firm or Interruptible</u>	<u>Time Period for Service ("Service Period")</u>
Inventory	_____ (Dth)	_____	_____
Injection	_____ (Dth/day)	_____	_____
Withdrawal	_____ (Dth/day)	_____	_____

(b) All gas to be stored under this Agreement must be delivered by Service User to Utility system at the SoCalGas Citygate during the period from \_\_\_\_\_ to \_\_\_\_\_, subject, however, to Utility system constraints. Withdrawals must be completed by \_\_\_\_\_.

(c) Upon Service User's request for withdrawal, Utility will re-deliver all gas stored by Service User under the terms of this Agreement at the SoCalGas Citygate or other mutually agreed upon locations.

(d) Other: \_\_\_\_\_

SECTION 2 - RESERVATION AND STORAGE CHARGES

Service User agrees to pay to Utility the following charges:

<u>Storage Services</u>	<u>Quantity (Dth)</u>	<u>Unit Reservation Charges</u>	<u>Variable Storage Charges</u>	
			<u>In-Kind Fuel</u>	<u>O&amp;M Injection or Withdrawal</u>
Inventory	_____ (Dth)	_____ \$(/Dth)	_____	_____
Injection	_____ (Dth/day)	_____ \$(/Dth/day)	_____ %	_____ \$(/Dth)
Withdrawal	_____ (Dth/day)	_____ \$(/Dth/day)	_____	_____ \$(/Dth)

The per-Unit Reservation Charges stated above result in a Period Reservation Charge of \_\_\_\_\_ (\$\_\_\_\_\_). Variable Storage Charges are subject to change and are specified in the G-TBS tariff.

Other charges: \_\_\_\_\_

SECTION 3 - TRANSMISSION CHARGES

Service User agrees to pay Utility all applicable transportation or other charges incurred to move gas to the agreed upon delivery point on the Utility system.

Other charges and conditions: \_\_\_\_\_

SECTION 4 - BILLING AND PAYMENT

(a) All Period Reservation Charges shall be billed by Utility and paid by Service User in equal monthly installments over the Service Period of this Agreement. All other charges shall be billed and paid as the applicable services are provided.

(b) All bills rendered by Utility shall be timely paid by Service User in accordance with provisions of Utility's Tariff Rule No. 9.

(c) In the event of a billing dispute, the bill must be paid in full by Service User pending resolution of the dispute. Such payment shall not be deemed a waiver of Service User's right to a refund. All bills shall be sent to Service User as specified below in Section 5 (a).

SECTION 5 - MISCELLANEOUS

(a) Notices - All notices and requests under this Agreement shall be deemed to have been duly given if sent by facsimile (fax), or other mutually acceptable electronic means, or a nationally recognized overnight courier service, or first class mail, or hand delivered and properly addressed as follows:

<u>SERVICE USER</u>	<u>UTILITY</u>
<u>Operating Matters</u>	
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Fax No.: _____	Fax No.: _____
Telephone: _____	Telephone: _____
<u>Billing Matters</u>	
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Fax No.: _____	Fax No.: _____
Telephone: _____	Telephone: _____
<u>Contract Matters</u>	
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Fax No.: _____	Fax No.: _____
Telephone: _____	Telephone: _____

Either party may change its designation set forth above by giving the other party at least seven (7) days prior written notice.

(b) Governing Law - This Agreement shall be construed in accordance with the laws of the State of California and the orders, rules and regulations of the Public Utilities Commission of the State of California in effect from time to time.

(c) Credit Worthiness - From time to time, as is deemed necessary, Utility may request that Service User furnish Utility with all relevant information or data to establish Service User's credit worthiness, including, without limitation, financial statements of Service User which are audited or otherwise attested to Utility's satisfaction. Following review of such information, Utility may require that Service User supply additional assurance as may be necessary to establish Service User's ongoing financial ability to perform under this Agreement during the Term, including, without limitation, contractual guarantees, or cash, or financial instruments such as letters of credit.

(d) Limited Storage Liability - Utility shall not be responsible for any loss of gas in storage, including, without limitation, losses due to the inherent qualities of gas (including leakage and migration) or due to physical or legal inability to withdraw gas from storage, unless such loss is caused by failure of Utility to exercise the ordinary care and diligence required by law. In the event of any such loss, the portion of such loss which is attributable to Service User shall be determined based on Service User's pro rata share of the total recoverable working gas inventory in Utility's storage facilities at the time of the loss.

(e) Incorporated Provisions - The provisions of the MSC, including but not limited to Section 6, are incorporated by reference herein as if set forth in full herein, except to the extent such Section 6 is superseded by Utility's Tariff Rule 4.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two (2) duplicate original copies of this Agreement as of the date first written above.

“SERVICE USER”

SOUTHERN CALIFORNIA GAS COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

NOMINATION AND/OR TRADING AUTHORIZATION  
FOR RECEIPT POINT MASTER AGREEMENT AND/OR STORAGE CONTRACT  
Form No. 9924 (2009)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO.    3948  
DECISION NO.    06-12-031, 07-12-019

ISSUED BY  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED    Jan 14, 2009  
EFFECTIVE    Aug 1, 2009  
RESOLUTION NO.    \_\_\_\_\_



# Nomination and/or Trading Authorization

Designation of a Nominating or Trading Agent for Receipt Point Master Agreement and/or Storage Contract



**Instructions:** Use this form to officially notify Southern California Gas Company of your intent to add a designated nominating or trading agent on your Receipt Point Master Agreement (RPMA) and/or Storage Contract (G-TBS). Type or print the information requested in the appropriate boxes, sign it, and fax it to: Capacity Products, fax # (213) 244-3897.

## CUSTOMER INFORMATION

**Customer Name:**

**RPMA #:**  **(SPECIFY ONE OR BOTH)** **Storage OCC #:**

## NOMINATION AUTHORIZATION (if applicable)

Customer hereby designates the following agent, with full authority to act on behalf of Customer, to make nominations, pursuant to SoCalGas' Rule No. 30, utilizing any of Customer's RPACs under the aforementioned RPMA and/or Customer's Storage Contract.

### Receipt Points Access Rights:

**Authorized Nominating Agent:**

**Effective Date:**  (Month/Day/Year) **through**  (*end date is optional*)

### Storage Rights:

**Authorized Nominating Agent:**

**Effective Date:**  (Month/Day/Year) **through**  (*end date is optional*)

Nominations placed by Customer and authorized nominating agent in total shall not exceed the Daily Contract Quantity (DCQ) of Customer's RPAC or storage capacity rights on any day this authorization is in effect.

## TRADING AUTHORIZATION (if applicable)

Customer hereby designates the following agent, with full authority to act on behalf of Customer, to make trades (buy or sell) of Receipt Point Access and/or storage rights for secondary market trading only, pursuant to SoCalGas' Rate Schedule No. G-RPA and/or G-SMT, utilizing any of Customer's RPACs under the aforementioned RPMA and/or Customer's Storage Contract, respectively.

### Receipt Points Access Rights:

**Authorized Trading Agent:**   
(for Secondary Market Trading)

**Effective Date:**  (Month/Day/Year) **through**  (*end date is optional*)

### Storage Rights:

**Authorized Trading Agent:**   
(for Secondary Market Trading)

**Effective Date:**  (Month/Day/Year) **through**  (*end date is optional*)

A Customer is allowed no more than one nominating agent at any one time for RPMA's and/or for Storage Contracts, thus this authorization terminates and supersedes as of Effective Date all previous authorizations with respect to each. Customer is solely responsible for keeping its logon and password information confidential. Acts made by any person logging on to [www.SocalGasEnvoy.com](http://www.SocalGasEnvoy.com) as a nominating or trading agent authorized hereunder shall be deemed acts of Customer for all purposes, and Customer shall remain responsible for payment for all services contracted for under the referenced RPMA and/or Storage Contract, and for compliance with all terms, conditions and obligations of the RPMA and/or Storage Contract, applicable rate schedules, and SoCalGas Rules. All terms and conditions referenced on [www.SocalGasEnvoy.com](http://www.SocalGasEnvoy.com), whether posted thereon or referenced by web link, shall apply hereunder. Customer expressly agrees, without limiting any other obligation of Customer to SoCalGas, to indemnify and hold SoCalGas harmless for any damages, losses, judgments or expenses incurred by SoCalGas, or claims against SoCalGas asserted by others, including, without limitation, expenses and attorney's fees in defending or settling such claims, arising out of any acts or omissions by the authorized agent and arising out of this Authorization, directly or indirectly, which violate or are not in compliance with SoCalGas' Rules, applicable rate schedules and contracts, or gas industry standards and practices.

### Signature of

**Authorized Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Type or Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

(AUTHORIZATION TO BE SIGNED BY AN OFFICER OR PRINCIPAL OF THE COMPANY)

TERMINATION OF NOMINATING AND/OR TRADING AGENT  
FOR RECEIPT POINT MASTER AGREEMENT AND/OR STORAGE CONTRACT  
Form No. 9926 (2009)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO.    3948  
DECISION NO.    06-12-031, 07-12-019

1C20

ISSUED BY

**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED    Jan 14, 2009  
EFFECTIVE    Aug 1, 2009  
RESOLUTION NO.    \_\_\_\_\_



# Termination of Nominating and/or Trading Authorization for Receipt Point Master Agreement and/or Storage Contract



**Instructions:** Customers, use this form to officially notify Southern California Gas Company (“SoCalGas”) of your intent to terminate a nominating or trading agent on your Receipt Point Master Agreement (RPMA) and/or Storage Contract (G-TBS). Type or print the information requested in the appropriate boxes, sign it, and fax it to: Capacity Products, fax # (213) 244-3897. SoCalGas may give notice of its receipt of this Form to Customer and/or to the Authorized Agent.

## CUSTOMER INFORMATION

Customer Name:

## TERMINATE AUTHORIZED AGENT

This form serves as the notice to terminate the relationship between Customer and Authorized Agent named below. (Check one or both boxes.)

**For Receipt Point Access Rights**

RPMA #:

Nominating Agent

Trading Agent

Effective Date:

(Month/Day/Year)

**For Storage Rights**

Storage OCC #:

Nominating Agent

Trading Agent

Effective Date:

(Month/Day/Year)

Customer: \_\_\_\_\_

Signature of  
Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Title: \_\_\_\_\_

(AUTHORIZATION TO BE SIGNED BY AN OFFICER OR PRINCIPAL OF THE COMPANY)

ELECTRONIC BULLETIN BOARD AGREEMENT  
EXHIBIT A - LOGON ID REQUEST  
Form No. 6800-A (2009)

T

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO.    3948  
DECISION NO.    06-12-031, 07-12-019

ISSUED BY  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED    Jan 14, 2009  
EFFECTIVE    Aug 1, 2009  
RESOLUTION NO.    \_\_\_\_\_

**ELECTRONIC BULLETIN BOARD AGREEMENT  
EXHIBIT A**

**EBB Logon ID Request**

**Contact Information**

Company Name	
Street Address	
City ST ZIP Code	
Work Phone No.	
Fax Phone No.	
E-Mail Address	
Customer's Authorized Employee (Full Name)	

**EBB Service Selections**

Service	Select Access Privilege's		
Transactions/Nominations	Execute/Update ( )	View Only ( )	No Access ( )
Capacity Trading	Execute/Update ( )	View Only ( )	No Access ( )
Storage Trading	Execute/Update ( )	View Only ( )	No Access ( )
Imbalance Trading	Execute/Update ( )	View Only ( )	No Access ( )
Meter Usage	Not Applicable	View Only ( )	No Access ( )
Storage Administration	Not Applicable	View Only ( )	No Access ( )
EBB Operational Info	View Only Access to Informational Postings and Pipeline Operations is included in the Basic EBB Service.		

Customer agrees that changes or additions to this Logon ID Request form may be made by Customer faxing the Form executed by an authorized representative of Customer to Utility, who may rely on the fax signature as if it were an original. Such authorized representative shall be the person(s) executing the applicable contract for the particular service or, if Customer wishes to enable other representatives to execute subsequent Forms on behalf of Customer, Customer shall provide a Delegation of Authority in the form of Exhibit B to the Electronic Bulletin Board Agreement (Form 6800-B). Customer is solely responsible for keeping its logon and password information confidential. Acts made by any person logging on to [www.SoCalGasEnvoy.com](http://www.SoCalGasEnvoy.com) as a nominating or trading agent authorized hereunder shall be binding on Customer and may be relied upon by Utility for all purposes during the period such authorization remains in effect, and Customer shall remain responsible for payment for all services contracted for under all applicable contracts, and for compliance with all terms, conditions and obligations thereof, applicable rate schedules, and Utility's Rules. All terms and conditions referenced on [www.SoCalGasEnvoy.com](http://www.SoCalGasEnvoy.com), whether posted thereon or referenced by web link, shall apply hereunder.

Termination of any logon ID may be e-mailed to Utility at: [envoy@semprautilities.com](mailto:envoy@semprautilities.com)

This Logon ID Request Form is subject to Utility's Tariff Rule No. 33 and is executed by Customer pursuant to Rule No. 33.

**CUSTOMER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Please print or type)

This form must be signed by an officer or principal of the company or the person authorized in Form 6800-B (Delegation of Authority to Execute Logon Id Request Form).

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(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 3948  
 DECISION NO. 06-12-031, 07-12-019

ISSUED BY  
**Lee Schavrien**  
 Senior Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Jan 14, 2009  
 EFFECTIVE Aug 1, 2009  
 RESOLUTION NO. \_\_\_\_\_

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(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 3948  
 DECISION NO. 06-12-031, 07-12-019

ISSUED BY  
**Lee Schavrien**  
 Senior Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Jan 14, 2009  
 EFFECTIVE Aug 1, 2009  
 RESOLUTION NO. \_\_\_\_\_

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(TO BE INSERTED BY UTILITY)  
 ADVISE LETTER NO. 3948  
 DECISION NO. 06-12-031, 07-12-019

ISSUED BY  
**Lee Schavrien**  
 Senior Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
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**ATTACHMENT C**

**Advice No. 3948**

**Master Services Contract – Schedule I  
Transaction Based Storage Service Agreement  
Redline Version**

**MASTER SERVICES CONTRACT**

**SCHEDULE I**

**TRANSACTION BASED STORAGE SERVICE AGREEMENT**

THIS TRANSACTION BASED STORAGE SERVICE AGREEMENT ("Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Southern California Gas Company ("Utility") and \_\_\_\_\_ ("Service User") and sets forth the terms and conditions under which Utility will provide storage services to Service User. This Agreement shall be attached to and incorporated as Schedule I to the Master Services Contract ("MSC") entered into by the parties.

SECTION 1 - STORAGE SERVICES

(a) For the Time Period for Service indicated below (the "Service Period"), Utility shall provide Service User with the storage services set forth below. This Agreement and the rights established herein shall be subject to the terms and conditions of Utility's Tariff Rate Schedule G-TBS and other applicable Tariff Rules hereto as they may be amended from time to time (including, without limitation, the definitions in Utility's Tariff Rule No. 1).

<u>Storage Services</u>	<u>Maximum Quantity</u>	<u>Firm or Interruptible</u>	<u>As Available</u>	<u>Time Period for Service ("Service Period")</u>
Inventory	_____ (Dth)	<u>Firm</u>		_____
Injection	_____ (Dth/day)			_____
Withdrawal	_____ (Dth/day)			_____

(b) All gas to be stored under this Agreement must be delivered by Service User to Utility system at the ~~California border~~ SoCalGas Citygate during the period from \_\_\_\_\_ to \_\_\_\_\_, subject, however, to Utility system constraints. Withdrawals must be completed by \_\_\_\_\_.

~~(c) If storage injection and withdrawal services are offered hereunder on an "as available" basis, such services may be temporarily restricted in accordance with Utility Tariff Rule 23.C.1.(4).~~

~~(c)~~ Upon Service User's request for withdrawal, Utility will re-deliver all gas stored by Service User under the terms of this Agreement at the ~~California border~~ SoCalGas Citygate or other mutually agreed upon locations.

~~(ed)~~ Other: \_\_\_\_\_

SECTION 2 - RESERVATION AND STORAGE CHARGES

Service User agrees to pay to Utility the following charges:

<u>Storage Services</u>	<u>Quantity (Dth)</u>	<u>Unit Reservation Charges</u>	<u>Variable Storage Charges</u>	
			<u>In-Kind Fuel</u>	<u>O&amp;M Injection or Withdrawal</u>
Inventory	_____ (Dth)	_____ \$(/Dth)		
Injection	_____ (Dth/day)	_____ \$(/Dth/day)	<u>%</u>	_____ \$(/Dth)
Withdrawal	_____ (Dth/day)	_____ \$(/Dth/day)		<u>0</u> \$(/Dth)

The per-Unit Reservation Charges stated above result in a Period Reservation Charge of \_\_\_\_\_ (\$ \_\_\_\_\_). Variable Storage Charges are subject to change and are specified in the G-TBS tariff.

Other charges: \_\_\_\_\_

SECTION 3 - TRANSMISSION CHARGES

Service User agrees to pay Utility all applicable transportation or other charges incurred to move gas to the agreed upon delivery point on the Utility system, ~~including the Wheeler Ridge access fee, if applicable.~~

Other ~~transportation~~ charges and conditions: \_\_\_\_\_

#### SECTION 4 - BILLING AND PAYMENT

(a) All ~~Period #R~~reservation ~~e~~Charges shall be billed by Utility and paid by Service User in equal monthly installments over the Service Period of this Agreement. ~~Provided, however, that if Service User is not an end-use customer of Utility, 25% of the reservation charges shall be paid to Utility prior to the commencement of the Service Period and the balance shall be billed and paid in equal monthly installments over the Service Period.~~ All other charges shall be billed and paid as the applicable services are provided.

(b) All bills rendered by Utility shall be timely paid by Service User in accordance with provisions of Utility's Tariff Rule No. 9. In addition to any remedies provided under Utility's Tariff Rate Schedules and Tariff Rules, in the event that Service User fails to timely pay any amounts due hereunder and such amounts are not paid in full within seven (7) days following notice by Utility that such payment is in arrears, Utility may, without any additional notice, immediately suspend service hereunder until Service User pays all amounts due.

(c) In the event of a billing dispute, the bill must be paid in full by Service User pending resolution of the dispute. Such payment shall not be deemed a waiver of Service User's right to a refund. All bills shall be sent to Service User as specified below in Section 5 (a).

#### SECTION 5 - MISCELLANEOUS

(a) Notices - All notices and requests under this Agreement shall be deemed to have been duly given if sent by facsimile (fax), or other mutually acceptable electronic means, or a nationally recognized overnight courier service, or first class mail, or hand delivered and properly addressed, and with confirming original copy thereof being sent by postage prepaid, certified mail properly addressed, as following:

<u>SERVICE USER</u>		<u>UTILITY</u>
	<u>Operating Matters</u>	
Contact Name: _____		Contact Name: <u>Patricia Davidson</u>
Contact Title: _____		Contact Title: <u>Gas Scheduling Advisor</u>
Fax No.: _____		Fax No.: <u>(213) 244-8281</u>
Telephone: _____		Telephone: <u>(213) 244-3812</u>
	<u>Billing Matters</u>	
Contact Name: _____		Contact Name: _____
Contact Title: _____		Contact Title: _____
Fax No.: _____		Fax No.: _____
Telephone: _____		Telephone: _____
	<u>Contract Matters</u>	
Contact Name: _____		Contact Name: <u>Peter D. Yu</u>
Contact Title: _____		Contact Title: <u>Storage Products Manager</u>
Fax No.: _____		Fax No.: <u>(213) 244-8221</u>
Telephone: _____		Telephone: <u>(213) 244-8703</u>

Either party may change its designation set forth above by giving the other party at least seven (7) days prior written notice.

(b) Governing Law - This Agreement shall be construed in accordance with the laws of the State of California and the orders, rules and regulations of the Public Utilities Commission of the State of California in effect from time to time.

(c) Credit Worthiness - From time to time, as is deemed necessary, Utility may request that Service User

furnish Utility with all relevant information or data to establish Service User's credit worthiness, including, without limitation, financial statements of Service User which are audited or otherwise attested to Utility's satisfaction. Following review of such information, Utility may require that Service User supply additional assurance as may be necessary to establish Service User's ongoing financial ability to perform under this Agreement during the Term, including, without limitation, contractual guarantees, or cash, or financial instruments such as letters of credit.

(d) Limited Storage Liability - Utility shall not be responsible for any loss of gas in storage, including, without limitation, losses due to the inherent qualities of gas (including leakage and migration) or due to physical or legal inability to withdraw gas from storage, unless such loss is caused by failure of Utility to exercise the ordinary care and diligence required by law. In the event of any such loss, the portion of such loss which is attributable to Service User shall be determined based on Service User's pro rata share of the total recoverable working gas inventory in Utility's storage facilities at the time of the loss.

(e) Incorporated Provisions - The provisions of ~~Section 6 of the MSC~~, including but not limited to Section 6, are incorporated by reference herein as if set forth in full herein, except to the extent such Section 6 is superseded by Utility's Tariff Rule 4.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two (2) duplicate original copies of this Agreement as of the date first written above.

“SERVICE USER”

SOUTHERN CALIFORNIA GAS COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_