



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 13252-G

Canceling Revised Cal. P.U.C. Sheet No. 12280-G

SAMPLE FORMS

FORM 142-1859

Request for Core Transportation-Only Services

(04/10)

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(See Attached Form)

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Advice Ltr. No. 1338-G-B

Decision No. 02-08-065

Issued by
Lee Schavrien
Vice President
Regulatory Affairs

Date Filed Sep 24, 2003

Effective Oct 1, 2003

Resolution No. _____



**REQUEST FOR
CORE TRANSPORTATION-ONLY
SERVICES**

**A
SERVICE AGREEMENT
BETWEEN
SAN DIEGO GAS & ELECTRIC COMPANY
AND
UTILITY CUSTOMERS**



REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES
Please Print or Type Clearly

Check either Section [1] or [2] below, then complete contract

[1] REQUEST FOR CORE AGGREGATION SERVICES UNDER SCHEDULE GTCA

CAT Group Name: _____

Aggregator Name: _____

Effective Date: _____

Applicant, referred to as "Aggregator", hereby requests that San Diego Gas & Electric Company ("Utility") provide core aggregation services to the Core Aggregation Transportation (CAT) group designated above, beginning on the date specified above. The Aggregator shall be considered an Agent for the CAT group, with individual CAT group members' points of service identified in Attachment A, Utility Authorization for Core Aggregation Service. The Aggregator must satisfy the creditworthiness provisions established in Rule 32 prior to execution of this contract.

[2] REQUEST FOR CORE TRANSPORT SERVICES UNDER SCHEDULE GTC

Customer Name: _____

Effective Date: _____

Applicant, referred to as "Customer", hereby requests that San Diego Gas & Electric Company ("Utility") provide core transportation services for the points of service identified in Attachment B, Customer Accounts for Core Transport-Only Service, beginning on the date specified above.

[3] AGREEMENT BY PARTIES

The utility and the applicant, collectively referred to as "the parties", agree to abide by the applicable sections of SDG&E's tariffs and gas rules, as well as the terms and conditions stated in this page and the following pages of this contract, along with the appropriate attachments, all of which are hereby incorporated by reference. The applicant must also complete Attachment C prior to execution of this contract.

On Behalf of Applicant (Aggregator)

On Behalf of San Diego Gas & Electric

Signature

Signature

Type Name

Type Name

Title

Title

Date of Signature

Date of Signature



REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES
Please Print or Type Clearly

[4] TERM OF SERVICE

- (A) Effective Date. This contract shall be effective at 12:01 a.m. on the date specified in [1] or [2].
- (B) Termination Date. Unless Section [1] is terminated early pursuant to the provisions of Rule 32, or Section [2] is terminated early pursuant to the Customer closing its business, this contract shall continue at a minimum through 12:00 p.m. (midnight) of the following March 31, and then automatically renew for successive 12-month period, April 1 through March 31, unless a termination notice has been provided at least 30 days in advance of the April 1 anniversary date of this contract.

Pursuant to California Public Utilities Commission Decision 02-08-065, noncore customers transferring to core service are obligated to a five-year term of service. Customers who were taking service under a noncore rate schedule immediately prior to entering into this agreement and who wish to terminate the agreement under the terms stated above, must take service on the appropriate core rate schedule until such time as they have fulfilled their five-year commitment to core service.

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[5] BILLING AND PAYMENT

Utility will bill Applicant for services rendered under this contract. Bills are due and payable on receipt. Payment shall be considered past due if full payment has not been received by Utility within 15 calendar days of the mailing/transmittal date of Utility's billing statement. If full payment has not been so received, Utility shall mail a notice of termination of this contract to Applicant and Applicant CAT group members, if applicable.

In the event of a billing dispute, the bill must be paid in full by the Applicant pending resolution of the dispute. Such payment shall not be deemed a waiver of an Applicant's right to a refund.

All bills to the Applicant shall be sent to:

Mailing Address Name _____

Mailing Address Street _____

Mailing Address City, State, & Zip Code _____

[6] ATTACHMENTS

- (A) Customer Authorization for Core Aggregation Services. An applicant requesting core aggregation services must provide Utility with a written notice from individual CAT group members authorizing the Applicant to be their Agent in procuring core aggregation services.
- (B) Customer Accounts for Core Transport-Only Service. An applicant requesting core transport-only services for accounts registered to the applicant must provide Utility with a written notice of gas accounts and/or meters to be served hereunder.
- (C) Gas Storage Capacity Assignment. Until such time when gas storage is unbundled from core customer rates, the Aggregator will receive a pro rata assignment of gas storage identified in this Attachment.



REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES

Please Print or Type Clearly

[6] ATTACHMENTS (Continued)

- (D) Customer Termination of Services. Individual CAT group members, who are a customer of record listed in Attachment A, or an applicant, who is a customer on record listed in Section [2], must provide Utility with a written notice (Attachment D) to terminate gas services provided in this contract.
- (E) Energy Service Provider (ESP) Billing Agreement. ESPs providing ESP consolidated billing must execute Attachment E to become eligible for billing credits as long as SDG&E no longer needs to send an information-only bill to end users served by such ESP as described in Schedule G-CBC.

[7] LEGAL PROVISIONS

Customers electing gas service under this contract are subject to the following provisions:

- (A) Interpretation. The interpretation and performance of any contract for gas service shall be 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.
- (B) Amendment or Modification. Except as required to conform with California law and the orders, rules and regulations of the Public Utilities Commission of the State of California (which retains continuing jurisdiction over rule and the service contracts and authorizations attached hereto), no amendment or modification shall be made to this contract, except by an instrument in writing executed by all parties thereto, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- (C) Waiver. No waiver by any party of one or more defaults under this contract, shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.
- (D) Damages. No party under this contract shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inactions arising from or related to this contract.
- (E) Assignment. This contract, including any rights or obligations related thereto, shall not be assigned without the prior written consent of the utility, which consent shall not be withheld unreasonably (but the utility may require that any assignee confirm in writing its assumption of the rights and obligations of its predecessor).
- (F) Hinshaw Exemption. In the event that any governmental entity (including a court) issues an order or rule which would result in the loss of the utility's Hinshaw Exemption from federal regulations if this contract entered into by the utility remains in effect, the utility may terminate this contract.
- (G) CPUC Jurisdiction. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.



REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES

Please Print or Type Clearly

[8] NOTICES

Notices shall be sent by electronic mail ("telefax"), with the original notice being sent by prepaid certified mail to the following mail locations:

	<u>Utility</u>	<u>Applicant</u>
(A) <u>Contract & Program</u>		
<u>Administration Matters</u>		
Location:	San Diego Gas & Electric	_____
Address:	8335 Century Park Court CP11E	_____
City, State, Zip:	San Diego, CA 92123	_____
Attention:	Customer Choice	_____
Telefax number:	(858) 654-1256	_____
Voice number:	(858) 654-1787	_____
(B) <u>Gas Nomination Matters</u>		
Location:	SoCalGas Company	_____
Address:	P.O. Box 3249	_____
City, State, Zip:	Los Angeles, CA 90051-1249	_____
Attention:	Patricia Davidson	_____
Telefax number:	(213) 244-8281	_____
Voice number:	(213) 244-3812	_____
(C) <u>Imbalance Trades</u>		
Location:	San Diego Gas & Electric	_____
Address:	8306 Century Park Ct., CP42F	_____
City, State, Zip:	San Diego, CA 92123	_____
Attention:	Commercial & Industrial Markets	_____
Telefax number:	(858) 654-0311	_____
Voice number:	(858) 654-8298	_____

Notices shall be deemed to be received as of the postday of the original notice. The designated contracts, addresses and telefax numbers may be changed from time to time, by the party affected, after seven (7) days written notice.



ATTACHMENT A
Customer Authorization for Core Aggregation Service
Please Print or Type Clearly

[1] Declaration of Authorization

By this Authorization for Core Aggregation Service ("Authorization"),

("Customer," "I," or "my"),
a customer of San Diego Gas & Electric Company ("Utility"), authorize

("Aggregator"),
to act on my behalf for all procurement management matters, including but not limited to the purchase, nomination and delivery of all gas supplies, treatment of gas imbalances, gas storage, and all related transactions, for all Utility accounts listed in this attachment.

Agreed and Accepted: _____ (Aggregator Signature).

Authorizations received by the fifth of the month, will be effective on the first day of the following calendar month. The initial term of service will be 12-consecutive months from the effective date and thereafter will continue month-to-month until Customer submits to Utility and Aggregator Attachment E, Customer Termination of CAT Authorization. Termination notices received by the fifth of the month, will be effective on the first day of the following calendar month. Authorizations submitted for the purpose of transferring from one Aggregator to another, will not change original Authorization's start date.

I authorize the Utility to release to Aggregator by written or electronic transfer the current and historical gas usage information for all Utility accounts listed on the reverse side of this Authorization.

I understand and agree that the Utility will provide its services to me as established in the terms and conditions of Schedule GTCA (Gas Transportation Core Aggregation), Schedule G-CBC (ESP Consolidated Billing Credit) (if applicable), and Rule 32 (Core Aggregation Transportation), as well as other rules and regulations and any modifications thereto which are from time to time authorized by the California Public Utilities Commission (CPUC).

I understand and agree that I am ultimately responsible for payment of all charges on my Utility bills, even if I have authorized the Utility to send my bill to the Aggregator for payment. I also understand that I am responsible for Franchisee Fees under Schedule GP-SUR and any other Utility Users Tax that my city or county may require as a result of receiving my gas commodity through the Aggregator. I understand that the CPUC does not regulate Aggregators, and any disputes with Aggregators will be my sole responsibility.

[2] Billing Arrangements with the Utility (Check Only One)

- Send Utility Bill to Aggregator.** I want the Utility to send my utility bill to the Aggregator for payment. I understand that this billing selection is subject to approval by the Utility. I understand that I may not receive an information-only statement of my Utility charges if the ESP meets the qualifications as described in Schedule G-CBC entitling me to the credit described therein. I agree that SDG&E is not liable to me for any damages (direct, indirect, consequential or incidental) associated with or arising from the ESP's modification of or failure to provide me with any SDG&E-provided bill insert. The CPUC has the sole jurisdiction to resolve disputes concerning the content of a utility-provided bill insert. I also understand that my utility charges are in addition to the Aggregator charges for gas procurement services.
- Send Utility Bill to Me.** I want the Utility to bill me directly for utility gas transport services. I understand that the Utility will send a duplicate bill to the Aggregator. I also understand that my utility charges are in addition to the Aggregator charges for gas procurement services.



ATTACHMENT A
Customer Authorization for Core Aggregation Service
Please Print or Type Clearly

[3] Utility and Customer Contacts for the Core Aggregation Program

Utility:

Customer Choice (858) 654-1787
Commercial & Industrial Markets (858) 654-8298

San Diego Gas & Electric
8306 Century Park Court CP42I
San Diego, CA 92123-1593

Customer:

Contact Name: _____ (Please print or type)
Contact Telephone Number _____ Fax Number _____
Contact Mailing Address _____ City, State and Zip _____

NOTICE TO CUSTOMER: Under CPUC tariff rules governing the CAT program, an Aggregator is "an agent for one or more customers buying and arranging gas sales." Aggregators operate independent of the Utility. They are not agents of the Utility, and the Utility is not liable for any Aggregator's acts, omissions, or representations. The Utility can provide no assurance whatsoever of the competency or integrity of any Aggregator, and any person dealing with an Aggregator should satisfy themselves regarding the benefits and risks of the transaction. The Aggregator's participation in the CAT program should not be relied on as any kind of endorsement or guarantee by the Utility.

[4] Agreement by Customer

Executed this _____ day of _____, 200 __, by a duly authorized representative of the Customer.

_____ Customer/Company Name

_____ By Company Representative (Signature)

_____ Title

(For Use by Utility Only)

Date Received: _____ Effective Date: _____ Contract No. _____



ATTACHMENT A
Customer Authorization for Core Aggregation Service
Please Print or Type Clearly

[5] Accounts to be Enrolled in the CAT Program

	Account Number	Meter Number	Service Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

Please check box if additional accounts are added to this list. If additional accounts are added to this list, please list the additional accounts on a separate page(s) utilizing the above format, and attach such pages to this attachment.



ATTACHMENT B
Customer Accounts for Core Transport-Only Services
Please Print or Type Clearly

[1] Declaration of Service

This attachment authorizes SDG&E to enroll the following gas accounts for core transportation-only services under Schedule GTC. The applicant understands that the accounts listed hereunder must be registered to the applicant's customer of record and located on a single premises, as defined in Rule 1, Definitions. The applicant agrees to abide by the applicability of service set forth under Schedule GTC.

[2] Gas Supplier/Marketer Authorization

The Customer authorizes the Gas Supplier/Marketer specified below to provide the following gas services and/or allow the Utility to provide the following information to the Gas Supplier/Marketer specified below:

- (A) To Access Customer's meter usage.
- (B) To Nominate on Customer's behalf.
- (C) To Make Imbalance Trades on Customer's behalf.

Gas Supplier/Marketer Identification:

Contact Name

Contact Telephone Number

Contact Fax Number

[3] Agreement by Parties

"CUSTOMER"

"UTILITY"

Name: _____

SAN DIEGO GAS & ELECTRIC

By: _____

Title: _____

Date: _____



ATTACHMENT B
Customer Accounts for Core Transport-Only Services
Please Print or Type Clearly

[4] Accounts to be Enrolled for Service under Schedule GTC

	Account Number	Meter Number	Service Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

Please check box If additional accounts are added to this list. If additional accounts are added to this list, please list the additional accounts on a separate page(s) utilizing the above format, and attach such pages to this attachment.



ATTACHMENT C
Gas Storage Capacity Assignment
Please Print or Type Clearly

This attachment authorizes SDG&E to release a pro-rata share, as specified below, of firm storage capacity held on the SoCalGas system by SDG&E for its core customers to the undersigned, referred to as "Applicant".

Name of Applicant

Applicant's pro-rata share of storage assignment is:

- | | | | |
|-----|-------------|--------|---|
| (1) | | therms | CAT Group's or Customer's Winter Throughput |
| | 212,190,000 | therms | divided by SDG&E's Adopted Winter Core Throughput |
| | 60,000,000 | therms | multiplied by SDG&E's Firm Core Storage Capacity |
| (2) | | therms | Pro-rata Storage Capacity assignment |

Only inventory volumes in excess of minimum storage targets may be used for imbalance trade withdrawals. Monthly injections into storage cannot exceed 25% of the pro-rata storage assignments stated above.

Term: The capacity transfer stated above shall be in effect during the following period (Month,Year):

- | | | | |
|-----|--|-----|--------------------------------------|
| (3) | | (4) | |
| | Beginning on the first day of this month | | Ending on the last day of this month |

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two (2) duplicate original copies hereof as of the date stated hereunder:

"APPLICANT"

"UTILITY"

Name: _____

SAN DIEGO GAS & ELECTRIC

By: _____

Title: _____

Date: _____



ATTACHMENT D
Customer Termination of CAT Program Contract
Please Print or Type Clearly

This attachment authorizes SDG&E to terminate this contract with the customer and to return the customer to utility procurement services. Please fill out this attachment, **and return it to** :

**San Diego Gas & Electric
Commercial & Industrial Markets
8306 Century Park Court CP42I
San Diego, CA 92123-1593**

The Effective Date of Termination: Request received by the 15th day of the month will be terminated on customer's regular meter read date in the next billing month, those received after the 15th will be terminated on the customers regular meter read date in billing month one month hence. The account(s) to be terminated from service under this contract are:

Account Number	Meter Number	Service Address
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

To list additional accounts, please attach additional listings to this form, or type on the reverse side of this page, in this format. Please use the account numbers from your most recent SDG&E billing statements.

I, the undersigned customer, understand that this notice only terminates my contract with SDG&E for core transportation-only gas services. If applicable, I understand that I am responsible for notifying my Aggregator of this termination notice and resolving any outstanding contractual obligations I may have with my Aggregator. I further understand that once I return to utility procurement services, I will not be eligible for core transportation-only services for a minimum of 12 months.

I hereby certify that I am an authorized representative of the following company:

Company Name: _____

Signature: _____

Date: _____

Printed Name: _____

Telephone: _____

Title: _____