

DOCKETED

Docket Number:	16-RPS-02
Project Title:	Appeal by Los Angeles Department of Water & Power re Renewables Portfolio Standard Certification Eligibility
TN #:	213045
Document Title:	36 Kern River 2001 LADWP Board File No BP 99-002B (Bates Nos. LA000587-LA000589)
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Docketed Date:	8/30/2016

DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

COMMISSION OFFICE

March 6, 2001

BOARD FILE

Attached herewith for FILE

The following **CONFORMED COPY OF AGREEMENT.**

FILE NO.	DATE	NAME	
BP99-002B	01-16-01	<p>Authorizes an Extended Term Rate Amendment (ETRA) (DWP Agreement No. BP99-002B) to enter into ETRA gas transportation service with the Kern River Gas Transmission Company.</p> <p>Authorized by Resolution No. 001-153, adopted January 16, 2001.</p> <p>Approved under Council File No. 99-0283, on February 23, 2001.</p> <p>Original - Accounts Payable Duplicate Original - Power Services Conformed Copies - Power Services - Bulk Power - Corporate Purchasing Services - Board File</p>	

Title JOHN C. BURMAHLN
Board Secretary

LA000587

EXTENDED TERM RATE AMENDMENT

THIS AMENDMENT shall become effective on the 31st day of March 2001 and is made and entered into this ___ day of _____, 200__, by and between Kern River Gas Transmission Company (Transporter) and the Los Angeles Department of Water and Power, (Shipper).

WHEREAS, Transporter and Shipper are parties to that certain Firm Transportation Service Agreement entered into on April 2, 1990 as amended (Transportation Agreement);

WHEREAS, Shipper desires to receive extended term rates pursuant to Section 24 of the General Terms and Conditions of Transporter's Tariff; and

WHEREAS, to receive extended term rates, Shipper must meet the eligibility requirements of Section 24.2 of the General Terms and Conditions by extending the primary term of the Transportation Agreement and executing this Amendment on or before March 31, 2001.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties hereto agree as follows:

1. Paragraph 3.1 following ARTICLE III - TERM OF AGREEMENT, of the Transportation Agreement is deleted and replaced in its entirety with:

Pursuant to Section 24 of the General Terms and Conditions, Shipper has elected a 15-year extended term rate. The primary term of this Agreement shall remain in full force and effect beginning March 1, 1992 and ending September 30, 2016.

2. In the event a condition occurs as set forth in Section 1.2 or Article II of that certain Precedent Agreement for Term Differentiated (now extended term) Rate Firm Transportation Service between Transporter and Shipper, entered into September 19, 2000, which causes Transporter or Shipper to exercise its right of termination in compliance with Article III of the Precedent Agreement, upon such termination, this Amendment shall become null and void.

3. Except as provided in item 4 below, notwithstanding any provision in the Transportation Agreement to the contrary, Shipper will be entitled to and agrees to pay the 15-year extended term rate (as such rate may be adjusted from time to time in future rate proceedings) beginning on October 1, 2001, until the expiration of the term provided for in item 1 above.

4. The most favored nations provision of the Transportation Agreement shall be interpreted not to apply to a situation wherein Transporter offers a lower rate as a result of a new "stepped-down" rate derived for a recovery period occurring after seventy percent of Transporter's debt allocated to such other rate group has been recovered. If Transporter rolls in the step-down rates of all rate groups into one combined step-down rate commencing on or after October 1, 2016, then Shipper's most favored nations provision shall fully apply as provided in the Transportation Agreement.

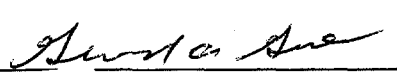
5. Except as amended herein, the Transportation Agreement shall remain in full force and effect.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed two duplicate original copies of this Amendment to be effective as of the date and year first written above.

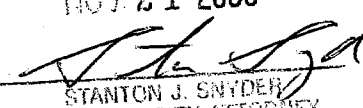
LOS ANGELES DEPARTMENT
OF WATER AND POWER
(Shipper)

KERN RIVER GAS TRANSMISSION COMPANY
(Transporter)


GERALD A. GEWE, Interim General
Manager


Name: Larry Larsen
Title: Vice President Customer Services & Rates

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

NOV 21 2000
BY 
STANTON J. SNYDER
ASSISTANT CITY ATTORNEY

REQUIRES CITY COUNCIL
APPROVAL

AUTHORIZED BY RES. 001 153
JAN 16 2001