

DOCKETED

Docket Number:	16-RPS-02
Project Title:	Appeal by Los Angeles Department of Water & Power re Renewables Portfolio Standard Certification Eligibility
TN #:	213050
Document Title:	41 Kern River 2013 Agreement No. 1006 LADWP Board File No BP 12-018 (Bates Nos. LA000601-LA000605)
Description:	N/A
Filer:	Pjoy Chua
Organization:	LADWP
Submitter Role:	Applicant
Submission Date:	8/30/2016 1:04:42 PM
Docketed Date:	8/30/2016

**DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES**

COMMISSION OFFICE

June 3, 2013

BOARD FILE

Attached herewith for **FILE**

The following **CONFORMED COPY OF AGREEMENT.**

FILE NO.	DATE	NAME	
BP 12-018	03-05-13	<p>Authorizes execution of Agreement No. BP 12-018 between the Los Angeles Department of Water and Power and Kern River Gas Transmission Company for Restatement of Firm Transportation Services. Authorized by Resolution No. 013 188, adopted March 5, 2013. Approved under Council File No. 13-0310, on April 16, 2013.</p> <p>Originals – Accounts Payable Duplicate Originals – Forwarded to Contractor by Sr AGM - Power System Conformed Copies – Aram Benyamin, Sr AGM - Power System – Supply Chain Services – Board File</p>	

BARBARA E. MOSCHOS
Title Board Secretary

LA000601

RESTATEMENT OF
FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 1006 (LADWP No. BP12-018)

THIS RESTATED FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement"), which was originally executed on April 2, 1990, is made and entered into as of this _____ day of _____, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES ("Shipper"), and supersedes all previous versions of this Agreement, if any.

WHEREAS, this Agreement is being restated in accordance with a settlement filed December 7, 2011, in FERC Docket No. RP11-2328, which settlement was approved by FERC order dated February 1, 2012.

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive, on a firm basis, from Shipper for Transportation at the Receipt Point(s) specified in Exhibit "A" and to transport and deliver Thermally Equivalent Quantities to Shipper at the Delivery Point(s) specified in Exhibit "A," Quantities of Natural Gas, exclusive of Quantities required for fuel used and lost and unaccounted-for Gas, up to Shipper's MDQ. Shipper's MDQ is 109,000 Mcf per day. Shipper's DMDQ is 112,815 Dth per day.
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis at the factors applicable to rolled-in rate service, pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time ("Transporter's Tariff"). Backhaul Shippers will reimburse Transporter for system-wide lost and unaccounted-for Gas, but will not reimburse Transporter for compressor fuel.

ARTICLE II - APPLICABLE RATE SCHEDULE

- 2.1 Shipper agrees to pay Transporter for all Natural Gas Transportation service rendered under the terms of this Agreement in accordance with Rate Schedule KRF-1 of Transporter's Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporter's Tariff, which by this reference are incorporated herein and made a part hereof.

- 2.2 Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-1 for 15-year rolled-in rate service, subject to the parties' understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act. If service continues under this Agreement after September 30, 2016, Shipper's rates will be determined pursuant to Paragraph 3.2 below.
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter's Tariff, and subject to any negotiated credit set forth in this transportation service agreement; or, if there is no individually negotiated provision any Reservation Charge Adjustments applicable pursuant to Section 9 of Rate Schedule KRF-1, Shipper will make payment of the Monthly Reservation Charge pursuant hereto in full irrespective of (but without prejudice to the rights otherwise of Shipper with respect to) any dispute relative to the amount invoiced, and will not be entitled to any abatement of such payment or any set-off against it, including but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims or other rights of Shipper against Transporter or any other person or entity, whether in connection herewith or any unrelated transaction.

ARTICLE III - TERM OF SERVICE

- 3.1 This Agreement is subject to approval by both the City Council and the Board of Water and Power Commissioners of the City of Los Angeles.
- 3.2 The primary term of service under this Agreement shall end September 30, 2016.
- 3.3 The contract term will then continue from year to year thereafter, unless, at least 12 months prior to termination of the then-current term, either party provides notice of termination or a request to negotiate the rate. If either party provides notice of termination, this Agreement shall terminate as of the end of the then-current term. If either party requests to negotiate the rate (and a notice of termination has not been provided by the other party), the parties will have up to three months ("Negotiation Period") to agree on a new rate that will apply for the next succeeding contract term. Either party can shorten the Negotiation Period by providing a notice to the other party stating a different Negotiation Period, which shall end no earlier than 30 days after such notice is provided and no later than nine months prior to expiration of the then-current contract term. If the parties do not agree to a rate and execute a contract rate amendment within a reasonable time thereafter, this Agreement will roll over for one year at the maximum recourse rolled-in rate, unless the Shipper provides notice of termination to Transporter prior to the end of the Negotiation Period, in which case this Agreement will terminate at the end of the then-current term. Notwithstanding the above, Transporter may not provide notice of termination applicable to the first 12-month rollover period.

ARTICLE IV - MISCELLANEOUS PROVISIONS

- 4.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Transporter's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.
- 4.2 This Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporter's Tariff. Transporter may file and seek approval from the FERC under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any change that becomes effective by operation of law and FERC order, without prejudice to Shipper's right to protest the same.
- 4.3 The priority of service for this Agreement shall be April 2, 1990.
- 4.4 This Agreement will be construed in accordance with the laws of the State of California, excluding any conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 28th day of May, 2013.

"SHIPPER:"

"TRANSPORTER:"

THE DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

KERN RIVER GAS TRANSMISSION COMPANY

By: 

By: 

Name: Ronald O. Nichols

Name: Preston Miller

Director, Marketing & Customer Services

Title: General Manager

Title: _____


Barbara E. Moschos

Board Secretary

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

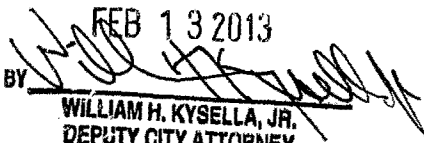
FEB 13 2013
BY 
WILLIAM H. KYSELLA, JR.
DEPUTY CITY ATTORNEY

EXHIBIT "A"

TO RESTATED FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 1006 (LADWP No. BP12-018)

BETWEEN

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": May 28, 2013

Through contract expiration: MDQ: 109,000 Mcf
DMDQ: 112,815 Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth)</u>
Opal-WFS	014001	Physical	35,292
NWPL Muddy Creek-NWPL	014002	Physical	20,340
Whitney Canyon-Ryckman	014004	Physical	11,695
Painter-Merit	014005	Physical	11,695
Anschutz-Merit	014006	Physical	7,932
Goshen Receipt-Questar P/L	014010	Physical	23,899

Total Receipt Point Entitlement: 110,853 Dth

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth)</u>
Wheeler Ridge-SoCal Gas	025011	Physical	86,954
Kramer Junction-SoCal Gas	025032	Physical	23,899

Total Delivery Point Entitlement: 110,853 Dth