The Gas Company®

J. Steve Rahon
Director
Tariffs & Regulatory Accounts

8315 Century Park Court San Diego, CA 92123-1550

Tel: 858.654.1773 Fax: 858.654.1788 Srahon@semprautilities.com



May 1, 2002

Advice No. 3147 (U 904 G)

Public Utilities Commission of the State of California

Subject: D.01-12-018 Compliance Filing

Southern California Gas Company (SoCalGas) hereby submits for filing, revisions to its tariffs to be made effective June 10, 2002, applicable throughout its service territory, as shown on Attachment B.

Purpose

This filing complies with Commission order to file Operations Park and Loan Services as it relates to unbundled storage.

Background

Currently, only SoCalGas' Gas Acquisition Department offers gas "parking" and "loaning" through its "hub services". It uses storage capacity allocated to the core market to offer these services. The Comprehensive Settlement ("CS") and D.01-12-018 provide that SoCalGas may offer similar services using uncontracted for and unassigned storage capacity through its pipeline operations group. These services are referred herein as "Operations Park and Loan Services".

Information

A. Operations Park and Loan Services

The CS recognized that there might be unbundled storage capacity that is not fully utilized. Consequently, the CS and D.01-12-018 allow SoCalGas to offer Operations Park and Loan Services to optimize the use of this capacity. SoCalGas proposes to offer these services through its storage marketing group responsible for the marketing of unbundled storage services. These services will not use capacity assigned to the core market. The storage marketing group will remain separate from SoCalGas' Gas Acquisition Group and conduct wholly separate operations. The maximum rates for Operations Park and Loan Services are consistent with the maximum rates for storage contracts as shown on Attachment B.

	Revision Or Addition	Rule/Tariffs Contracts Forms	Title of Tariff/Rule, Form or Contract	Proposed Effective Date	Related Section in Advice Filing
Ī	New	Contract	Expanded Storage Services (PAL Contract – Schedule O)	06-10-02	Section A
	New	Contract	Expanded Storage Services (Exhibit A – Transaction Confirmation)	06-10-02	Section A
Ī	New	Tariffs	G-PAL – Parking and Loaning	06-10-02	Section A

Protest

Anyone may protest this Advice Letter to the California Public Utilities 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 received within 20 days of the date of 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:

Energy Division - IMC Branch California Public Utilities Commission 505 Van Ness Avenue, 4th Floor San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer (jjr@cpuc.ca.gov) and Honesto Gatchalian (jnj@cpuc.ca.gov) of the Energy Division. A copy of the protest shall 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

Effective Date

SoCalGas respectfully requests that this filing be made effective as of June 10, 2002, which is not less than forty (40) days regular statutory notice.

Notice

In accordance with Section III.G of General Order No. 96-A, a copy of this advice letter is being sent to the parties listed on Attachment A, which includes the interested parties in I.99-07-003.

J. STEVE RAHON
Director
Tariffs and Regulatory Accounts

Attachments

ATTACHMENT A

Advice No. 3147

(See Attached Service Lists)

ACN Energy Hans Herzog

hans.herzog@acnenergy.com

AFBCA/DB March

3430 Bundy Ave., Bldg. 3408 March AFC, CA 92518-1504

Alcantar & Kahl Kari Harteloo klc@a-klaw.com

Arter & Hadden
Dan Douglass
douglass@arter-hadden.com

Berliner, Camdon & Jimison

John Jimison johnj@bcjlaw.com

CPUC Energy Rate Design & Econ. 505 Van Ness Ave., Rm. 4002

San Francisco, CA 94102

California Energy Market Lulu Weinzimer luluw@newsdata.com

City of Azusa Light & Power Dept. 215 E. Foothill Blvd. Azusa, CA 91702

City of Colton Thomas K. Clarke 650 N. La Cadena Drive Colton, CA 92324

City of Long Beach, Gas Dept. Chris Garner 2400 East Spring Street Long Beach, CA 90806-2385 ACN Energy Mark Warno

mark.warno@acnenergy.com

Aglet Consumer Alliance

James Weil jweil@aglet.org

Alcantar & Kahl LLP
Phil Vizcarra

120 Montgomery Street, Ste 2200 San Francisco, CA 94104

BP Amoco, Reg. Affairs Marianne Jones

501 West Lake Park Blvd. Houston, TX 77079

Beta Consulting John Burkholder burkee@cts.com

CSC Energy

Ron McKillip rmckilli@csc.com

Calpine Corp Avis Clark

aclark@calpine.com

City of Banning Paul Toor P. O. Box 998 Banning, CA 92220

City of Glendale Larry Silva Isilva@ci.glendale.ca.us

City of Los Angeles City Attorney 1700 City Hall East

Los Angeles, CA 90012

ACN Energy Tony Cusati

tony.cusati@acnenergy.com

Alcantar & Kahl Elizabeth Westby egw@a-klaw.com

Aquila Energy Cindi Doeschot

cdoeschot@utilicorp.com

Barkovich & Yap Catherine E. Yap ceyap@earthlink.net

CPUC

Consumer Affairs Branch 505 Van Ness Ave., #2003 San Francisco, CA 94102

CSC Energy

Stacy Schlotterbeck sschlott@csc.com

City of Anaheim Ben Nakayama Public Utilities Dept. P. O. Box 3222

Anaheim, CA 92803

City of Burbank

City of Lompoc

Fred Fletcher/Ronald Davis 164 West Magnolia Blvd., Box 631

Burbank, CA 91503-0631

H. Paul Jones 100 Civic Center Plaza Lompoc, CA 93438

City of Pasadena Manuel A. Robledo

150 S. Los Robles Ave., #200

Pasadena, CA 91101

City of Riverside
Stephen Aronson
saronson@ci.riverside.ca.us

County of Los Angeles Otto Radtke 1100 Northeastern Ave., Rm. 101 Los Angeles, CA 90063

Davis, Wright, Tremaine Judy Pau judypau@dwt.com

Downey, Brand, Seymour & Rohwer Dan Carroll dcarroll@dbsr.com

Edson & Modisette 925 L Street, Ste 1490 Sacramento, CA 95814

Energy Law Group, LLP
Diane Fellman
dfellman@enery-law-group.com

General Services Administration Dir., Public Utility Services Div. Public Bldgs. Serv., Rm. 7325 18th and F Streets, N.W. Washington, D.C. 20405

Goodin, MacBride, Squeri James D. Squeri jsqueri@gmssr.com

JBS Energy Jeff Nahigian jeff@jbsenergy.com

LADWP Nevenka Ubavich nubavi@ladwp.com City of Vernon Kenneth J. DeDario kdedario@ci.vernon.ca.us

Crossborder Energy Tom Beach tomb@crossborderenergy

Downey, Brand, Seymour & Rohwer Ann Trowbridge atrowbridge@dbsr.com

Dynegy Joseph M. Paul jmpa@dynegy.com

El Paso Natural Gas Company Richard O. Baish P. O. Box 1492 El Paso, TX 79978

Enserch Gas Marketing, Inc. Cathy Hawes 353 Sacramento, St., Suite 400 San Francisco, CA 94111

Facilities Management (9PM-FT) 450 Golden Gate Ave. San Francisco, CA 94102-3611

General Services Administration

David Huard dhuard@manatt.com

Jeffer, Mangels, Butler & Marmaro One Sansome Street, 12th Floor San Francisco, CA 94104-4430

LADWP Randy Howard P. O. Box 51111, Rm. 956 Los Angeles, CA 90051-0100 Coral Energy Walter Cinibulk wcinibulk@coral-energy.com

Davis Wright Tremaine, LLP Edward W. O'Neill One Embarcadero Center, #600 San Francisco, CA 94111-3834

Downey, Brand, Seymour & Rohwer Phil Stohr pstohr@dbsr.com

Edison Source Usha Kondragunta 955 Overland Ct. San Dimas, CA 91773-1718

Energy Law Group, LLP Andrew Skaff askaff@energy-law-group.com

Gas Purchasing BC Gas Utility Ltd. 16705 Fraser Highway Surrey, British Columbia, Canada V3S 2X7

Goodin, MacBride, Squeri J. H. Patrick hpatrick@gmssr.com

Imperial Irrigation District K. S. Noller P. O. Box 937 Imperial, CA 92251

Jones, Day, Reavis, & Pogue Norman A. Pedersen, Esq. 555 West 5th Street, #4600 Los Angeles, CA 90013-1025

Law Offices of William H. Booth William Booth wbooth@booth-law.com LeBoeuf, Lamb, Greene Christopher Hilen chilen@llgm.com

Matthew Brady & Associates **Matthew Brady**

mbradylaw@pacbell.net

Office of Energy Assessments

Bill Knox

billknox@dgs.ca.gov

Questar Southern Trails Lenard Wright

lenardw@questar.com

Sempra Solutions Marie Bocek

mbocek@sempra-sins.com

Southern California Edison Co.

Colin E. Cushnie cushnice@sce.com

Southern California Edison Company

Martin Collette

martin.collette@sce.com

Sutherland, Asbill & Brennan

Keith McCrea

kmccrea@sablaw.com

Transwestern Pipeline Co.

Glen R. Hass

glen.hass@enron.com

Western Division, Naval Facilities

Engineering Code 1642 900 Commodore Dr. San Bruno, CA 94066-2402 Luce, Forward, Hamilton & Scripps

John Leslie jleslie@luce.com

National Utility Service, Inc.

Jim Boyle

One Maynard Drive, P. O. Box 712

Park Ridge, NJ 07656-0712

Pacific Gas & Electric Co.

John Clarke

Regulatory R77 Beale, B30A B10C

San Francisco, CA 94105

Regulatory & Cogen Services, Inc.

Donald W. Schoenbeck

900 Washington Street, #1000

Vancouver, WA 98660

Southern California Edison Co

Fileroom Supervisor

2244 Walnut Grove Ave., Room 290,

GO1

Rosemead, CA 91770

Southern California Edison Co.

John Quinlan

john.quinlan@sce.com

Southwest Gas Corp.

Edward Zub P. O. Box 98510

Las Vegas, NV 89193-8510

TURN

Marcel Hawiger marcel@turn.org

Lisa Urick

lurick@manatt.com

White & Case **Regulatory Affairs**

regaffairs@sf.whitecase.com

MRW & Associates Robert Weisenmiller mrw@mrwassoc.com

Navigant Consulting

Katie Elder

katie-elder@rmiinc.com

Praxair Inc **Rick Noger**

rick_noger@praxair.com

Richard Hairston & Co. Richard Hairston hairstonco@aol.com

Southern California Edison Co

Karyn Gansecki

601 Van Ness Ave., #2040 San Francisco, CA 94102

Southern California Edison Co.

Kevin Cini cinikr@sce.com

Suburban Water System

Bob Kelly

1211 E. Center Court Drive

Covina, CA 91724

TURN Mike Florio

mflorio@turn.org

Vandenberg AFB Ken Padilla

ken.padilla@vandenberg.af.mil

BRIAN DINGWALL

TORONTO, BC M2K 1E3

401

1210 SHEPPARD AVE. EAST, SUITE

WILD GOOSE STORAGE INC. **PACIFIC GAS AND ELECTRIC** CROSSBORDER ENERGY **COMPANY** PAUL M. AMIRAULT TOM BEACH DAVID W. ANDERSON 3900 421 7TH AVENUE S. W. tomb@crossborderenergy.com dwa3@pge.com **CALGARY ALBERTA, BC T2P 4K9** SOUTHWEST GAS CORPORATION INTERSTATE GAS SERVICES, INC. DYNEGY. INC. **DAN BERGMANN** ANDREW W. BETTWY GREGORY T. BLUE DBergmann@IGService.com andy.bettwy@swgas.com gtbl@dynegy.com POWERSPRING, INC. **BRADY & ASSOCIATES** LATINO ISSUES FORUM **TOD BRADLEY** MATTHEW BRADY SUSAN E. BROWN 519 ENCINITAS BLVD., STE. 109 bradylaw@pacbell.net lifcentral@lif.org **ENCINITAS, CA 92024-3738 BETA CONSULTING CALIF PUBLIC UTILITIES COMMISSION** DOWNEY, BRAND, SEYMOUR & ROHWER JOHN BURKHOLDER Valerie Beck DAN L. CARROLL burkee@cts.com vjb@cpuc.ca.gov dcarroll@dbsr.com LOS ANGELES DEPT. OF WATER & **CALPINE CORPORATION** PANCANADIAN ENERGY SERVICES, **POWER** INC. **AVIS CLARK ALVIN CHAN JOHN J. CATTERMOLE** aclark@calpine.com PO BOX 5 1111, SUITE 340 jcattermole@pcenergy.com LOS ANGELES, CA 90051-0100 **GREENMOUNTAIN.COM GOODIN MACBRIDE SQUERI RITCHIE CALIF PUBLIC UTILITIES COMMISSION** & DAY LLP **RICHARD H. COUNIHAN** Roderick A Campbell **BRIAN CRAGG** rick.counihan@greenmountain.com rax@cpuc.ca.gov bcragg@gmssr.com **NORTHERN CALIFORNIA POWER** CITY OF BURBANK GOODIN MACBRIDE SQUERI RITCHIE & DAY LLP **AGENCY RONALD DAVIS DONALD D. DAME** MICHAEL B. DAY bjeider@ci.burbank.ca.us **180 CIRBY WAY** mday@gmssr.com **ROSEVILLE, CA 95678 CALIFORNIA ENERGY COMMISSION WESTERN GAS RESOURCES WESTERN HUB PROPERTIES, LLC CALIFORNIA FERNANDO DE LEON** THOMAS R. DILL TERRI M. DICKERSON fdeleon@energy.state.ca.us trdill@westernhubs.com tdickers@westerngas.com **ABAG POWER** PACIFIC GAS AND ELECTRIC CO UNITED ENERGY MANAGEMENT, INC.

DAVE' FINIGAN

davef@abag.ca.gov

STEVE FRANK

PO BOX 770000

77 BEALE STREET, B30A

SAN FRANCISCO, CA 94177

kmills@cfbf.com

CALIF PUBLIC UTILITIES COMMISSION CALIFORNIA PUBLIC UTILITIES ELLISON, SCHNEIDER & HARRIS, LLP COMMISSION LYNN M. HAUG **Darwin Farrar** PATRICK L. GILEAU edf@cpuc.ca.gov Imh@eslawfirm.com plg@cpuc.ca.gov THE UTILITY REFORM NETWORK STATE OF NEW MEXICO, DEPT. OF **AERA ENERGY, LLC ENERGY...** MARCEL HAWIGER **KEVAN HENSMAN** LYN HEBERT marcel@turn.org kbhensman@aeraenergy.com 1220 S SAINT FRANCIS DR. SANTA FE, NM 87505-4000 **LATINO ISSUES FORUM LEBOEUF LAMB GREENE & MACRAE RELIANT ENERGY, INC.** LLP **JOSE ATILIO HERNANDEZ GARY HINNERS CHRISTOPHER HILEN** joseh@lif.org ghinners@reliantenergy.com chilen@llgm.com **DAVIS WRIGHT TREMAINE LLP CALIF PUBLIC UTILITIES COMMISSION SOUTHERN CALIFORNIA EDISON** COMPANY **LINDSEY HOW-DOWNING Trina Horner** GLORIA M. ING lindseyhowdowning@dwt.com tah@cpuc.ca.gov gloria.ing@sce.com **CALIFORNIA ENERGY COMMISSION BERLINER, CANDON & JIMISON ADAMS BROADWELL JOSEPH & CARDOZO JOHN JIMISON** MICHAEL R. JASKE MARC D. JOSEPH mjaske@energy.state.ca.us johnj@bcjlaw.com mdjoseph@adamsbroadwell.com **ALCANTAR & KAHL LLP ALCANTAR & KAHL, LLP WHITE & CASE CHRISTINE H. JUN EVELYN KAHL** JOE KARP chj@a-klaw.com ek@a-klaw.com jkarp@whitecase.com WHITE & CASE LLP **SEMPRA ENERGY TRADING INDEPENDENT ENERGY PRODUCERS ASSOCIATION** JOSEPH M. KARP STEFANIE KATZ STEVEN KELLY jkarp@whitecase.com skatz@sempratrading.com iep@iepa.com **CITY OF PALO ALTO LUCE FORWARD HAMILTON & CALIF PUBLIC UTILITIES COMMISSION** SCRIPPS, LLP **Dorris Lam GRANT KOLLING** JOHN W. LESLIE grant_kolling@city.palo-alto.ca.us dnl@cpuc.ca.gov jleslie@luce.com **CITY OF PALO ALTO SUTHERLAND, ASBILL & BRENNAN** GOODIN MACBRIDE SQUERI RITCHIE & DAY LLP **RAVEEN MAAN KEITH MC CREA** JAMES W. MC TARNAGHAN raveen_maan@city.palo-alto.ca.us kmccrea@sablaw.com jmct@gmssr.com CALIF PUBLIC UTILITIES COMMISSION **CALIFORNIA FARM BUREAU** KERN RIVER GAS TRANSMISSION CO. **FEDERATION** MARK MOENCH Michael D. McNamara KAREN NORENE MILLS mark.c.moench@wgp.twc.com mcn@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION DAVIS WRIGHT TREMAINE LLP NAVIGANT CONSULTING, INC. -PRINCIPAL EDWARD W. O'NEILL Richard A. Myers **RONALD G. OECHSLER** ram@cpuc.ca.gov edwardoneill@dwt.com roechsler@navigantconsulting.com **AERA ENERGY LLC CITY OF GLENDALE DYNEGY MARKETING & TRADE** HAROLD ORNDORFF **BERNARD PALK** JOSEPH M. PAUL haorndorff@aeraenergy.com slins@ci.glendale.ca.us joe.paul@dynegy.com HANNA AND MORTON LLP **WILLIAMS ENERGY SERVICES** LOS ANGELES DEPT OF WATER & **POWER NORMAN A. PEDERSEN ROGER T. PELOTE** ROBERT L. PETTINAT npedersen@hanmor.com Roger.Pelote@williams.com rpetti@ladwp.com **ANDERSON & POOLE SOUTHERN CALIFORNIA EDISON** PATRICK J. POWER **COMPANY EDWARD G. POOLE** pjpowerlaw@aol.com **DOUGLAS PORTER** epoole@adplaw.com douglas.porter@sce.com **CALIF PUBLIC UTILITIES COMMISSION CALIF PUBLIC UTILITIES COMMISSION CALIFORNIA PUBLIC UTILITIES** COMMISSION Robert M. Pocta Edwin Quan JAMES W. REEDE, JR rmp@cpuc.ca.gov eyq@cpuc.ca.gov jwr@cpuc.ca.gov PANCANADIAN ENERGY SERVICES. **CALIFORNIA UTILITY BUYERS JPA** TRANSWESTERN PIPELINE COMPANY INC. **MICHAEL ROCHMAN** SUSAN SCOTT **ALAN C. REID** rochmanm@cubjpa.org sscott3@enron.com alan_reid@pcp.ca **ENERGY LAW GROUP, LLP** IMPERIAL IRRIGATION DISTRICT SEMPRA ENERGY **ANDREW J. SKAFF JOHN STEFFEN GLEN SULLIVAN** askaff@energy-law-group.com jsteffen@iid.com gsullivan@sempra.com **CALIF PUBLIC UTILITIES COMMISSION** SOUTHWEST GAS CORPORATION WRIGHT & TALISMAN, P.C. Maria E. Stevens MICHAEL J. THOMPSON JOHN C. WALLEY mer@cpuc.ca.gov thompson@wrightlaw.com johnwalley@swgas.com **AGLET CONSUMER ALLIANCE CALIFORNIA ENERGY COMMISSION TXU ENERGY SERVICE JAMES WEIL BILL WOOD GERARD WORSTER** bwood@energy.state.ca.us 39650 LIBERTY STREET, STE 400 jweil@aglet.org FREMONT, CA 94538-2261 **CALIF PUBLIC UTILITIES COMMISSION CALIF PUBLIC UTILITIES COMMISSION BARKOVICH AND YAP Rosalina White** John S. Wong **CATHERINE E. YAP** raw@cpuc.ca.gov jsw@cpuc.ca.gov ceyap@earthlink.net **ED YATES SOUTHERN ENERGY CALIFORNIA,** LLC ed@clfp.com **KELVIN YIP**

kfyip@seiworldwide.com

ATTACHMENT B Advice No. 3147

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Original 35349-G	Schedule No. G-PAL, OPERATIONS PARK AND LOAN SERVICES, Sheet 1	
Original 35350-G	Schedule No. G-PAL, OPERATIONS PARK AND LOAN SERVICES, Sheet 2	
Original 35351-G	Schedule No. G-PAL, OPERATIONS PARK AND LOAN SERVICES, Sheet 3	
Original 35352-G	MASTER SERVICES CONTRACT - SCHEDULE O, PARK AND LOAN SERVICES AGREEMENT, (Form No. 6597-20, 5/02), Sheet 1	
Original 35353-G	OPERATIONS PARK AND LOAN SERVICES AGREEMENT, EXHIBIT A - TRANSACTION CONFIRMATION, (Form 6597-20a, 5/02), Sheet 1	
Revised 35354-G	TABLE OF CONTENTS	Revised 34982-G
Revised 35355-G	TABLE OF CONTENTS	Revised 34697-G
Revised 35356-G	TABLE OF CONTENTS	Revised 34969-G

LOS ANGELES, CALIFORNIA CANCELING

35349-G

Schedule No. G-PAL <u>OPERATIONS PARK AND</u> LOAN SERVICES

Sheet 1

APPLICABILITY

This rate schedule applies to firm or interruptible gas parking and gas loaning services ("Operations Park and Loan Services") to any qualified creditworthy party, referred herein as "Customer", using Utility System capacity not designated to Utility's Gas Acquisition Department. Gas parking is the temporary storage of gas on the Utility System and gas loaning is the temporary lending of gas from the Utility System.

TERRITORY

The receipt and delivery points of service are entirely within the state of California, and are specified in the Operations Park and Loan Services Agreement (Schedule O of the Master Services Agreement).

RATES

Rates for service will be negotiated on an individual transaction basis and shall depend on current market conditions. The rates shall fall within the following range:

Minimum Rate (per transaction)	\$50 minimum
Maximum Rate (per Dth)	
Operations Parking	\$0.9577 *
Operations Loaning	\$0.9577 *

The minimum rate reflects the incremental administrative and overhead costs necessary to carry out an Operations Parking or Operations Loaning Transaction.

The maximum rates reflect 200% of the following embedded costs: 1) a storage inventory reservation fee of 21.741¢/Dth plus 2) variable injection and withdrawal costs of 1.232¢/Dth and 1.716¢/Dth, respectively, plus 3) fixed injection and withdrawal costs of 19.283¢/Dth and 3.913¢/Dth, respectively.

* An additional fuel charge may be levied if the requested service will cause an incremental fuel cost for storage compression. Customer will be notified of the need for incremental fuel in advance of any service being provided, in which case Customer shall pay an in-kind fuel charge of 2.44%.

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3147 \\ \text{DECISION NO.} & 01\text{-}12\text{-}018 \\ \end{array}$

ISSUED BY
Lee Schavrien
Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED May 1, 2002

EFFECTIVE

RESOLUTION NO.

Regulatory Affairs

1R13

LOS ANGELES, CALIFORNIA CANCELING

CAL. P.U.C. SHEET NO.

CAL. P.U.C. SHEET NO.

Sheet 2

35350-G

Schedule No. G-PAL OPERATIONS PARK AND LOAN SERVICES

(Continued)

SPECIAL CONDITIONS

General

- 1. As a pre-requisite to the service under this schedule, an executed Master Services Agreement and Schedule O, Operations Park and Loan Services Agreement (Form Nos. 6597 and 6597-20) are required (referred to in this schedule as the "Agreement"). All Agreements, rates and conditions are subject to revision and modification as a result of Commission order.
- 2. The definitions of principal terms used in this rate schedule are contained in Rule No. 1 and in the Agreement.
- 3. Utility is under no obligation to accept any bids or make any offers for Park or Loan services.
- 4. Service under this schedule shall be restricted in accordance with the provisions of Rule No. 23.
- 5. All terms and conditions of Rule No. 30, Rule No. 40, and Schedule No. G-IMB shall apply to the services provided under this schedule.
- 6. The length of term for service under this schedule shall be set forth in Agreement.
- 7. In the event Agreement is terminated, for whatever reason, prior to the completion of the term of such Agreement, Utility may at its option immediately purchase any remaining inventory quantities from Customer at the applicable Buy-Back Rate stated in Schedule No. G-IMB. The Buy-Back purchase amount paid to Customer may be reduced by any outstanding amounts owed by Customer for any other services provided by the Utility.
- 8. Prior to and while taking service under this tariff, Customer must meet the Utility's creditworthiness requirements as specified in Rule No. 39.
- 9. Any bids or offers discussed by the parties and Agreement terms shall remain confidential except as required for reporting or disclosure by governmental agencies acting within their scope of authority.

Transaction Imbalances

10. An Under-Performance Imbalance is created when Customer uses less service than specified in Agreement. In the event of an Under-Performance Imbalance, Customer is responsible for any charges applicable for unused capacity, unless otherwise specified in Agreement or agreed to between Utility and Customer.

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3147 DECISION NO. 01-12-018

2R12

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) May 1, 2002 DATE FILED

EFFECTIVE

RESOLUTION NO.

LOS ANGELES, CALIFORNIA CANCELING

Original

CAL. P.U.C. SHEET NO.

CAL. P.U.C. SHEET NO.

Schedule No. G-PAL OPERATIONS PARK AND LOAN SERVICES

Sheet 3

35351-G

(Continued)

SPECIAL CONDITIONS (Continued)

Transaction Imbalances (Continued)

- 11. An Unauthorized-Use Imbalance occurs when Customer uses more service than specified in Agreement. In the event of an Unauthorized-Use Imbalance, Customer shall be charged the maximum rate applicable to the services used, unless otherwise specified in Agreement or agreed to between Utility and Customer.
- 12. A Park Imbalance occurs when Customer leaves gas in Utility System beyond the date specified in Agreement. In the event of a Park Imbalance, Utility may at its option purchase, at any time, any remaining inventory quantities from Customer at the applicable Buy-Back Rate stated in Schedule No. G-IMB or charge Customer for Unauthorized Use, unless otherwise specified in Agreement or agreed to between Utility and Customer.
- 13. A Loan Imbalance occurs when Customer returns less gas to Utility than specified in Agreement. In the event of a Loan Imbalance, Utility may replace the gas at a price reasonable for the Agreement's Point of Receipt consistent with the amount of notice provided by Customer, or, at Utility's sole option, choose not to replace the gas. Where Utility has replaced the gas, Customer shall be charged Utility's cost for gas and transport to the Agreement's Point of Receipt, unless otherwise specified in Agreement or agreed to between Utility and Customer. Where Utility has chosen not to replace the gas, Customer shall be charged the daily price, as determined by the method specified in Agreement, applicable to the days for which an imbalance exists multiplied by the daily imbalance amount, unless otherwise specified in Agreement or agreed to between Utility and Customer.

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3147 DECISION NO. 01-12-018

ISSUED BY Lee Schavrien Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) May 1, 2002 DATE FILED

EFFECTIVE

RESOLUTION NO.

SOUTHERN CALIFORNIA GAS COMPANY

LOS ANGELES, CALIFORNIA CANCELING

Original CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

35352-G

MASTER SERVICES CONTRACT - SCHEDULE O PARK AND LOAN SERVICES AGREEMENT (Form No. 6597-20, 5/02)	Sheet 1
(See Attached Form)	

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3147 \\ \text{DECISION NO.} & 01\text{-}12\text{-}018 \\ \end{array}$

ISSUED BY
Lee Schavrien
Vice President

Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{DATE FILED} & \underline{May \ 1, 2002} \\ \text{EFFECTIVE} \\ \text{RESOLUTION NO.} \end{array}$

MASTER SERVICES CONTRACT

Schedule O

OPERATIONS PARK AND LOAN SERVICES AGREEMENT

THIS OPERATIONS PARK AND LOAN SERVICES AGREEMENT ("Agreement") is entered into as of the day of,, by and between Southern California Gas Company ("Utility") and ("Customer") and sets forth the terms and conditions under which Utility will provide Operations Park and Loan Services to Customer. This Agreement shall be attached to and incorporated as Schedule O to the Master Services Contract ("MSC") entered into by the parties, constituting an independent Agreement.
SECTION 1 – SERVICES
After execution of this Agreement, Customer may request specific Operations Park and Loan Services pursuant to the terms set forth in Utility's applicable Rate Schedule G-PAL and other applicable tariff rules, and their legal successors, as in effect from time to time, and the terms of this Agreement.
SECTION 2 - OPERATIONS PARK AND LOAN TRANSACTIONS
In the event that at any time Customer's request for specific service is accepted by Utility, Utility shall record such agreement in the form attached as Exhibit A ("Transaction Confirmation") and each Transaction Confirmation is incorporated herein and made an integral part of this Agreement. Utility shall confirm such Transaction Confirmation to Customer by facsimile, or other mutually agreeable electronic means, no later than close of the first Business Day (a day during which Federal Reserve banks in New York City are open for business) immediately following the date of the agreement. Customer shall identify any error in such Transaction Confirmation and shall immediately provide written notice to Utility. If no such notice is received by Utility within forty-eight (48) hours from Customer's receipt of such Transaction Confirmation, the Transaction Confirmation will be deemed correct. Both parties hereby agree that the Transaction Confirmation sent electronically to Customer forms a binding and enforceable contract. Such arrangement shall be referred to as a "Transaction".
SECTION 3 - TERM
The term of this Agreement shall run for a period of one (1) year from through, and shall continue month to month thereafter until terminated by either party on thirty days prior written notice. No termination of the Agreement by such written notice shall terminate any executory Transaction prior to such Transaction's designated termination.

SECTION 4 - BILLING AND PAYMENT

- (a) Rates and charges specified in the Transaction Confirmation shall be applied as the applicable services are provided. For firm service, rates and charges shall be applied to service quantities specified in Transaction Confirmation, unless otherwise agreed to between Utility and Customer. For interruptible service, rates and charges shall be applied to service quantities specified in Transaction Confirmation less Utility interrupted service, unless otherwise agreed to between Utility and Customer.
 - (b) All bills shall be timely paid in accordance with the provisions of the MSC and Rule No. 9.

(c) In the event of a billing dispute, the bill must be paid in full by Customer pending resolution of the dispute. Such payment shall not be deemed a waiver of Customer's right to a refund. All bills shall be sent to Customer and paid to Utility at the address specified in the MSC.

<u>SECTION 5 – RECEIPT AND DELIVERY POINTS</u>

- (a) The Points of Receipt and Delivery for Transactions are specified by the Transaction Confirmation.
- (b) Customer is responsible for all applicable transportation charges to move gas to and from the Points of Receipt and Delivery.

SECTION 6 - MISCELLANEOUS

(a) Notices - All notices and requests under this Agreement shall be deemed to have been duly given if sent by facsimile (fax) properly addressed, and with confirming original copy thereof being sent by postage prepaid, certified mail properly addressed, as follows:

	<u>CUSTOMER</u>	<u>UTILITY</u>	
		Operating Matters	
Contact Name		Contact Name	
Contact Title		Contact Title	
Telephone		Telephone	
Fax No.		Fax No	
		Billing Matters	
Contact Name		Contact Name	
Contact Title		Contact Title	
Tr 1 1		Telephone	
Fax No.		Fax No	
		Contract Matters	
Contact Name		Contact Name	
Contact Title		Contact Title	
Telephone		Telephone	
Fax No		Fax No	

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) Creditworthiness At all times during this Agreement, Customer shall be subject to the creditworthiness requirements of Rule No. 39.
- (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 Customer shall be determined based on Customer's pro rata share of the total recoverable working gas inventory in Utility's storage facilities at the time of the loss.

- (e) Customer may assign Transaction rights in whole upon approval by Utility. Customer may not assign Transaction rights in part unless it is specifically provided in the Transaction Confirmation.
- (f) Incorporated Provisions All provisions of the MSC are incorporated by reference herein as if set forth in full herein.

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.

CUSTOMER	SOUTHERN CALIFORNIA GAS COMPANY
By	By
Title:	Title:

SOUTHERN CALIFORNIA GAS COMPANY

LOS ANGELES, CALIFORNIA CANCELING

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

35353-G

OPERATIONS PARK AND LOAN SERVICES AGREEMENT	Sheet 1
EXHIBIT A - TRANSACTION CONFIRMATION (Form 6597-20a, 5/02)	
(Form 0397-20a, 3/02)	
(See Attached Form)	
(**************************************	

Original

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3147 DECISION NO. 01-12-018

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) DATE FILED May 1, 2002 **EFFECTIVE**

RESOLUTION NO.

1R10

VIA FACSIMILE Date:

To:	Transaction NoOperations Park and Loan Services Agreement dated		
Attn.:Fax No:	Operations Park and Loan Services Agreement dated		
This is to confirm thatfrom the Utility:	("Customer") has requested and will receive the following services		
Services:			
Negotiation Date:			
Effective Date:			
Termination Date:			
Quantity, Dth:			
	Max Daily <u>Start Date</u> <u>End Date</u> <u>Quantity, Dth</u> <u>Delivery Location</u>		
<u>Delivery to Utility System</u> <u>Delivery from Utility System</u>	<u>m</u>		
Special Provisions:			
Rates and Charges: \$ Fuel Use:	/Dth %		
amended from time to time, which has be integral part of this Agreement. Performa	is subject to the terms of the Operations Park and Loan Services Agreement as een received by Customer and which is incorporated herein by reference and is an ance pursuant to this Transaction Confirmation by Customer confirms acceptance to d Loan Services Agreement and the specific terms of the Transaction Confirmation.		
without further signed documentation by made by facsimile or other electronic mea	is deemed a legal writing by both parties and is effective as of date set forth above the parties. Any exception or change to this Transaction Confirmation must be ans to Utility and in any event must be received by Utility within forty-eight (48) irmation by Customer unless otherwise specified in the Operations Park and Loan		
SOUTHERN CALIFORNIA GAS CO	MPANY		
By:			

TABLE OF CONTENTS

(Continued)

GT-SD	Intrastate Transmission Service	34413-G,30593-G,30594-G,30595-G
GT-RLS	Residual Load Service	27508-G,31497-G,27510-G
GW-LB	Wholesale Natural Gas Service 34977-0	
		32680-G,32681-G
GW-SD	Wholesale Natural Gas Service	•
		32685-G,32686-G
GW-SWG	Wholesale Natural Gas Service	•
		32690-G,32691-G
GW-VRN	Wholesale Natural Gas Service	· · · · · · · · · · · · · · · · · · ·
		32695-G,32696-G,32697-G
G-IMB	Transportation Imbalance Service	29614-G,34971-G,34972-G,34915-G
-	1	34963-G,33497-G,33498-G
G-ITC	Interconnect Access Service	
G-BSS	Basic Storage Service	32700-G,32701-G,32702-G,32703-G
0 255	2 4014 2101496 201120	32704-G,32705-G,32706-G,32707-G
G-AUC	Auction Storage Service	32708-G,32709-G,32710-G,32711-G
01100	Traction Scorage Service	32712-G,32713-G,32714-G,32715-G
G-LTS	Long-Term Storage Service	32716-G,32717-G,32718-G,32719-G
0 210	zong rom storage service minimum	32720-G,32721-G,32722-G,32723-G
G-TBS	Transaction Based Storage Service	32724-G,32725-G,27374-G,27375-G
0 125	Transaction Basea Storage Service	31929-G,27377-G,27378-G
G-CBS	UDC Consolidated Billing Service	
G-PPPS	Tax Surcharge to Fund Public Purpose Program	
G-SRF	Surcharge to Fund Public Utilities Commission	
0 514	Utilities Reimbursement Account	
G-MHPS	Surcharge to Fund Public Utilities Commission	
0 1/111 0	Master Metered Mobile Home Park Gas Sa	
	Inspection and Enforcement Program	•
G-MSUR	Transported Gas Municipal Surcharge	
GIT	Interruptible Interutility Transportation	
GLT	Long-Term Transportation of Customer-Owne	
021	Natural Gas	
GLT-1	Transportation of Customer-Owned Natural G	
0211	Transportation of Customer C Wilder (available)	24575-G,24576-G,24577-G
GLT-2	Transportation of Customer-Owned Natural G	
321 2	Transportation of Customer C Wilder (available)	24581-G,24582-G,24583-G
G-PAL	Operations Park and Loan Services	
G-LOAN	Hub Loaning	
G-PRK	Hub Parking	
G-WHL	Hub Service	
O ,,,112	2200 201 1100	31110 G

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3147 DECISION NO. 01-12-018

ISSUED BY Lee Schavrien Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) May 1, 2002 DATE FILED **EFFECTIVE** RESOLUTION NO.

N

3R5

LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET NO.

TABLE OF CONTENTS

(Continued)

SAMPLE FORMS (continued)

Contracts (continued)	
Master Services Contract, Schedule B,	
Marketer/Core Aggregator/Use-or-Pay Aggregator (Form 6597-2)	23605-G
Master Services Contract, Schedule D,	
Basic Storage Service (Form 6597-4, 7/96)	27911.1-G
Master Services Contract, Schedule E,	
Auction Storage Service (Form 6597-5)	23732-G
Master Services Contract, Schedule F,	
Long-Term Storage Service (Form 6597-6)	23733-G
Master Services Contract, Schedule H,	
Extended Balancing Service (Form 6597-8)	23735-G
Amendment to Master Services Contract, Schedule A,	
Intrastate Transmission Service (Form 6597-9)	26370-G
Supplement to Master Services Contract Schedule A, Intrastate	
Transmission Service, (Form 6597-10, Rev. 5/97)	28713-G
Master Services Contract, Schedule I,	
Transaction Based Storage Service (Form 6597-11)	27379-G
Master Services Contract, Schedule J,	
Gas Air Conditioning Service (Form 6597-12, Rev. 11/99)	32027-G
Master Services Contract, Schedule O, Operations Park and Loan Services	
Agreement (Form 6597-20, 5/02)	35352-G
Master Services Contract, Schedule O, Exhibit A (Form 6597-20a, 5/02)	35353-G
Pre-Arranged Interstate Capacity Transfer (Form 6598)	23606-G
Access Agreement (Form 6600)	25062-G
Agreement for Collectible Work (Form 1603-P, Rev. 4/98)	34695-G
Imbalance Trading Agreement (Form 6544 - 2/01)	33353-G
Producer's Application Fee Notification Letter (Form 6640 - 7/96)	27898-G
Appendix A - Producer's Payment for Utility's Investment for Facilities	
(Existing Facilities) (Form 6641 - 7/96)	27899-G
Appendix A - Producer's Payment for Utility's Investment for Facilities	
(New Facilities) (Form 6642 - 7/96)	27900-G
Appendix B - Producer's Payment for Utility's Operation & Maintenance Fee	
(Form 6643 - 7/96)	27901-G
Equipment Incentive Program Agreement (Form 6700-1, Rev. 5/00)	32751-G
Rule 38 Special Conditions: Metering and Gas Usage (Form 6700-1A - 5/00)	32752-G
Rule 38 Affidavit (Form 6700-1B - 5/00)	32753-G
Red Team Affidavit (Form 6683 - 5/00)	32754-G
Feasibility Study Program Agreement (Form 6700-2, Rev. 8/96)	27950-G
Excess Core Gas Sales Prequalification Contract (Form 6628 - 8/96)	27957-G
Excess Core Gas Sales Contract (Form 6629 - 8/96)	27958-G
Consent to Common Use Agreement (Form 6679 - 1/01)	33304-G

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3147 DECISION NO. 01-12-018

3R11

ISSUED BY Lee Schavrien Vice President

(TO BE INSERTED BY CAL. PUC) May 1, 2002 DATE FILED **EFFECTIVE**

RESOLUTION NO.

Regulatory Affairs

Revised Revised CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

35356-G 34969-G

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TABLE OF CONTENTS

The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

<u>GENERAL</u>	Cal. P.U.C. Sheet No.
Title Page	35356-G -G,34423-G 28516-G 1960-G,34961-G, 35354-G 33771-G 33771-G 34696-G,33305-G
PRELIMINARY STATEMENT	
Part I General Service Information	4333-G,24334-G,24749-G
Part II Summary of Rates and Charges 34936-G,34937-G,34363-G,3491-G,32492-G,34203-G,34939-G,34	
Part III Cost Allocation and Revenue Requirement 27024-G,27025-G,27	7026-G,27027-G,34370-G
Part IV Income Tax Component of Contributions and Advances	24353-G,24354-G
Part V Description of Regulatory Accounts-Balancing	
Part VI Description of Regulatory Accounts-Memorandum	4285-G,34286-G,34683-G
Part VII Description of Regulatory Accounts-Tracking	4372-G,34373-G,34374-G 4377-G,34378-G,34379-G
Part VIII Gas Cost Incentive Mechanism (GCIM) 31776-G,31777-G,3	1778-G,30523-G,30524-G
Part IX Hazardous Substances Mechanism (HSM)	6199-G,26200-G,26201-G
Part X Global Settlement	2531-G,32532-G,32533-G

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 3147 \\ \text{DECISION NO.} & 01\text{-}12\text{-}018 \\ \end{array}$

ISSUED BY
Lee Schavrien
Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED May 1, 2002
EFFECTIVE

RESOLUTION NO.

1R8