



July 13, 2001

Advice No. 3040
(U 904 G)

Public Utilities Commission of the State of California

Subject: New Rate Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines

Southern California Gas Company (SoCalGas) hereby submits for filing revisions to its tariff schedules, applicable throughout its service territory, as shown on Attachment B.

SoCalGas submits as part of this filing a new rate schedule, Schedule No. G-FIG, "Fiber Optic Cable in Gas Pipelines" and a new pro forma contract, "Master Services Contract, Rate Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines" (Form No. 6597-13).

Purpose

The purpose of this filing is to request Commission authorization to implement a new service allowing telecommunications carriers and cable TV companies ("Carriers") to place fiber optic cable in SoCalGas' active gas pipelines under tariffed rates, terms and conditions under new Schedule No. G-FIG. Under G-FIG, SoCalGas will recover all out-of-pocket costs for making its pipelines ready for the installation of fiber optic cable and on-going operating and maintenance costs, plus a recurring annual ownership charge. A variety of terms and conditions largely based on the Commission's rules for access to poles and conduits of local exchange carriers and major electric utilities are also incorporated in Schedule G-FIG. The new tariff schedule and service are described in greater detail below.

Authority for Advice Filing

This advice letter is being filed under the provisions of Section V.A of General Order No. 96-A which allow a utility to introduce new tariff sheets covering a service not heretofore furnished and to have such tariff sheets become effective for service on regular statutory notice.

In accordance with Section V.A of General Order No. 96-A, this filing will not result in an increase in any present rate or charge, nor will it deviate from or conflict with any current rate schedule or rule. Moreover, this advice letter will not cause the withdrawal of any service currently provided by SoCalGas or impose more restrictive service conditions on SoCalGas' customers.

Description of New Rate Schedule

Under the new rate schedule presented in this filing, SoCalGas will offer to allow telecommunications carriers and cable TV companies ("Carriers") to place fiber optic cable in SoCalGas' active gas pipelines.

Carriers of this service will pay a monthly charge of \$3,000. This is intended to defray SoCalGas' additional costs of: increased leak surveys of pipeline containing fiber optic cable, mapping and tracking requirements, emergency response procedures and call-out coordination, training of crews and supervision, route design and analysis, and risk and safety management. SoCalGas will also charge an up-front fee for all of its out-of-pocket costs to make its pipelines ready for installation of fiber optic cable of the Carrier, including any additions or modifications to the gas pipeline (such as conduit inside the pipeline) other than the fiber optic cable itself. Finally, SoCalGas will charge an annual recurring charge per mile of its pipelines used by a Carrier for its fiber optic cable.

The recurring annual charge was calculated in a manner consistent with the Commission's calculation in D.98-10-058 of annual ownership charges for the placement of similar cable in the underground conduits of major electric utilities. SoCalGas calculated the annual revenue requirement (return, taxes, and depreciation) associated with all pipeline in its system operating at medium or low pressure (60 lbs/psi or less) in its system, using original cost less depreciation and assuming the same remaining useful life used for its gas ratemaking. This cost was then divided by the total number of miles of such pipeline on the SoCalGas system. The total gas-carrying capacity of a pipeline rendered unusable by the insertion of a 1" fiber optic cable depends on the diameter of the pipeline. The average percentage was applied to the annual revenue requirement per mile of SoCalGas medium and low pressure pipelines, and the result is the annual recurring charge of \$341.57 per mile proposed for Schedule No. G-FIG.

The terms and conditions proposed for Schedule No. G-FIG can be summarized as follows:

- SoCalGas will offer this service on a nondiscriminatory basis to all qualified Carriers. Capacity in SoCalGas' pipelines will be offered on a first-come/first-served basis.
- SoCalGas is not providing a technology for the placement of fiber optic cable in its pipelines. Such technology must be provided by the Carrier, either through its ownership of the rights to such technology or by having obtained a license to use such technology. Attached to this advice letter is a description of the criteria that SoCalGas will apply to determine whether a technology is safe and reliable, and therefore acceptable to SoCalGas.
- SoCalGas will provide information about its pipeline system on a confidential basis to potential Carriers so that they may assess the potential for service by SoCalGas in particular areas. SoCalGas will provide an estimate of cost and time before cable can be installed for any particular route or locations.

- A contract for service must be executed by a Carrier. A pro forma version of the contract, to be included as part of SoCalGas' tariffs, is attached hereto. All executed contracts will be filed with the Commission and open to public inspection, with the exception that the routes and locations of specific Carriers will not be disclosed. Contracts will be for 20 years, subject to the right of a Carrier to terminate on one year's notice. Contracts may be assigned by Carriers to other persons qualified to be Carriers with the written consent of SoCalGas which shall not be unreasonably withheld.
- SoCalGas will make available for this service pipeline that operates at medium or low pressure; i.e., operating at 60 lbs/psi or lower. Only fiber optic cable of a diameter of one inch or less can be placed in any pipeline. SoCalGas may deny service under this schedule if it determines that there is now, or will be within 12 months, insufficient capacity in the pipeline to serve gas customers, or that placement of fiber optic cable in a particular pipeline would pose a threat to safety or reliability of gas service.
- Fiber optic cable must exit and re-enter pipelines to avoid all valves. Cable must also exit and re-enter at minimum intervals in order to allow SoCalGas to pinch gas pipeline, unless the Carrier agrees to hold SoCalGas harmless from any damages when SoCalGas pinches pipeline containing cable and indemnify SoCalGas from all liability to third persons as a result of interruption in service of the fiber optic cable.
- Using technology provided by the Carrier that meets SoCalGas' criteria, SoCalGas will install and own all facilities necessary to place cable in its pipelines, except for the cable itself. SoCalGas is not liable for any damage to Carrier's cable from the actions of third parties.
- SoCalGas does not hold out its public or private rights of way for use by Carriers. Carriers must have or obtain all franchises, permits, or rights of way necessary for their cable to be in specific SoCalGas pipelines, including the installation of facilities to make the pipeline ready for placement of fiber optic cable. Carriers are responsible for paying all fees, charges, or royalties for such rights and to indemnify SoCalGas from all liability to such third parties as a result of placement of fiber optic cable in its pipelines.
- Disputes that cannot be resolved between SoCalGas and Carriers are subject to dispute resolution by the Commission.

Revenue and Accounting Treatment

SoCalGas proposes that it account for revenues from this service as "miscellaneous revenues" and retain all such revenues from this service, subject to the earnings sharing provision of its PBR mechanism adopted in D.97-07-054, for the period from the effectiveness of the service until the effectiveness of the decision in SoCalGas' next PBR/Cost of Service application. The revenue and accounting treatment of this service on and after the effective date of a decision in SoCalGas' next PBR/Cost of Service application should be addressed in that proceeding.

Benefits of New Rate Schedule

Schedule G-FIG will make available an additional, competitive option for routing fiber optic cable that will have reduced impacts on the public, especially in densely built-up areas.

It will be beneficial for consumers of services delivered through the use of fiber optic cable by potentially reducing the cost of providing those services. Placing fiber optic cable in existing gas pipelines under the terms of Schedule G-FIG may be less expensive than any alternative means of routing fiber optic cable to the premises of users of services provided through such cable. This may be particularly the case in areas in which overhead pole attachments are not available and the only alternative is to excavate in public streets and trench in conduit.

Reducing this cost will contribute to the availability of services to the public delivered through the use of fiber optic cable, thus promoting the access of greater numbers of the public and institutions serving the public to the internet and other services delivered over fiber optic cable.

The service will avoid the impact on the public of having public streets obstructed by excavation for installation of new underground facilities by making SoCalGas' existing underground facilities available. Although there will be some construction impacts from installation in SoCalGas existing pipelines, it will be much less significant than trenching and installing a whole new conduit. SoCalGas believes that municipalities will appreciate the minimization of space required for additional utility infrastructure as well as reduction in construction activity.

In general, SoCalGas believes that opening its pipelines to installation of fiber optic cable is consistent with the intent of the federal Telecommunications Act of 1996, and that the proposed provisions, including setting the proposed annual ownership charge on the basis of traditional utility cost-of-service pricing, is consistent with the Telecommunications Act of 1996. It is also consistent with the Commission's treatment of pole attachments and use of electrical conduit in D.98-10-058, as modified.

The service will also provide a source of additional miscellaneous revenues for SoCalGas, which like other miscellaneous revenues, can be used to reduce the cost of gas service.

SoCalGas hereby informs the Commission that its affiliates, Sempra Communications and Sempra Fiber Links, have commenced efforts to demonstrate to SoCalGas a technology for placing fiber optic cable in gas pipeline that meets SoCalGas' criteria for a safe and reliable technology. SoCalGas has not yet found that Sempra Communications' and Sempra Fiber Links' technology meets SoCalGas' criteria. Further, SoCalGas informs the Commission that Sempra Communications/Sempra Fiber Links and/or persons involved in business arrangements with them have expressed an interest to SoCalGas in subscribing for the service proposed in Schedule No. G-FIG.

Effective Date

SoCalGas respectfully requests that the tariff sheets filed herein be made effective for service on and after August 22, 2001, which is forty (40) days regular statutory notice.

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 this advice letter was filed with the Commission. 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

It is also requested that a copy of the protest be sent via electronic mail and facsimile to SoCalGas the same date it is mailed or delivered to the Commission (at the addresses shown below).

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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 parties who responded to the draft posting of this advice letter and requested a copy once it was filed.

LEE SCHAVRIEN
Director -- Regulatory Case Management
and Tariff Administration

Attachments

ATTACHMENT A

Advice No. 3040

(See Attached Service Lists)

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ATTACHMENT B
Advice No. 3040

<u>Cal. P.U.C.</u> <u>Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Cal.</u> <u>P.U.C. Sheet No.</u>
33773-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 1 of 9	
33774-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 2 of 9	
33775-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 3 of 9	
33776-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 4 of 9	
33777-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 5 of 9	
33778-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 6 of 9	
33779-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 7 of 9	
33780-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 8 of 9	
33781-G	Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, Sheet 9 of 9	
33782-G	Sample Forms, Contract, MSC, Rate Schedule No. G-FIG, Sheet 1 of 1	
33783-G	Table of Contents, Sample Forms, Sheet 3 of 5	33354-G*
33784-G	Table of Contents, Sample Forms, Sheet 4 of 5	33354-G* & 33606-G*

ATTACHMENT B
Advice No. 3040

<u>Cal. P.U.C.</u> <u>Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Cal.</u> <u>P.U.C. Sheet No.</u>
33785-G	Table of Contents, Sample Forms, Sheet 5 of 5	33606-G* & 32785-G
33786-G	Table of Contents, General and Preliminary Statement, Sheet 1 of 2	33754-G*

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

APPLICABILITY

Applicable for service to telecommunications carriers and cable TV companies, as defined in the Commission D.98-10-058 (applicable to attachments to poles and other structures of incumbent local exchange carriers and major electric utilities), who wish to place fiber optic cable in active gas pipelines of Utility. These persons are referred to herein as "Carriers".

TERRITORY

Throughout Utility's service territory.

RATES

Customer Charge

Each Carrier who has any fiber optic cable placed in Utility's active gas pipelines shall pay in advance of each month a customer charge per month for each month or portion thereof in which the Carrier has any such fiber optic cable in place in Utility's active gas pipelines under this rate schedule, in the amount of:

Per month \$3,000.00

Make Ready Charges

Carrier shall pay in advance as an "up-front" charge the cost to Utility to make ready its active gas pipelines for placement of Carrier's fiber optic cable in them, including the total out-of-pocket cost (including any associated taxes) of material and installation by Utility of conduit, fittings, and other facilities in its active gas pipelines to accommodate the Carrier's fiber optic cable, and associated with Carrier placing its fiber optic cable in such conduit.

Utility's make ready charges shall be calculated as follows:

Labor by Utility's employees in performing physical modifications to Utility's pipelines necessary to allow the installation of Carrier's fiber optic cable will be charged at the rate of :

Per hour of work by each employee \$80.00

The minimum charge per employee per day shall be one hour; all additional work by each employee per day shall be calculated by quarter hour .

(continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3040
DECISION NO.

ISSUED BY
William L. Reed
VICE PRESIDENT
CHIEF REGULATORY OFFICER

(TO BE INSERTED BY CAL. P.U.C.)
DATE FILED JUL 13,2001
EFFECTIVE
RESOLUTION NO.

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

RATES (continued)

Make Ready Charges (continued)

Services provided to Utility by persons under contract to Utility performing physical modifications to Utility's pipelines necessary to allow the installation of Carrier's fiber optic cable will be charged at the actual amount paid by Utility to such persons.

Labor by Utility employees for inspection of installation of fiber optic cable by Carriers will be charged at the rate of:

Per hour or portion thereof for all hours of work by each employee \$100.00

The minimum charge per employee per day shall be one hour; all additional work by each employee per day shall be calculated by quarter hour.

The cost of all materials and equipment incurred by Utility to install conduit or other facilities necessary to allow the installation of Carrier's fiber optic cable shall be charged to Carrier at the actual cost to the utility .

Labor charges for work performed by Utility employees under this schedule are subject to revision to reflect changes in actual wage and benefit rates and overhead costs prospectively by future advice letter filings.

Annual Recurring Charge

Carrier shall pay in advance an annual, recurring charge for each year that it has fiber optic cable located in Utility's active pipelines under this rate schedule. The charge is:

Per mile or portion thereof per year or portion thereof \$341.57

This amount is subject to revision from time to time by advice letter with approval of the Commission to reflect the average cost per mile of Utility's gas pipelines subject to this rate schedule, using normal ratemaking principles and the portion of the capacity of a pipeline that would be rendered unavailable for gas service due to the use by Carriers.

(continued)

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

ADVICE LETTER NO. 3040

William L. Reed

DATE FILED JUL 13,2001

DECISION NO.

VICE PRESIDENT
CHIEF REGULATORY OFFICER

EFFECTIVE

RESOLUTION NO.

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

RATES (continued)

All charges are payable to Utility within 19 days of invoicing by Utility to Carrier, with the exception of make ready charges, an estimated amount for which may be billed in advance. Estimated make ready charges may be invoiced by Utility and must be paid before Utility has any obligation to begin the make ready work. Any estimate provided shall be good for only 30 days; if not paid within 30 days, Utility may revise the estimate. The actual make ready charges may be invoiced by Utility at any time after incurred by Utility, but not more than one year after completion of the make ready work. Carrier shall be entitled to a refund without interest if actual costs are less than the estimate, and Carrier shall pay the additional amount without interest if actual costs are more than the estimate. Utility's estimate shall not be a warranty of what the actual costs will be.

SPECIAL CONDITIONS

Nondiscrimination

1. This service shall be available on a nondiscriminatory basis to all eligible persons.
2. Requests for service by all eligible persons shall be granted on a first come/first served basis. All requests for service received within 30 days of the date this schedule first become effective shall be considered as received at the same time, and any requests for the same space received within this period shall be awarded by lot.

Carrier to Provide Technology

3. Utility is not offering pursuant to this schedule any technology or rights thereto for placing fiber optic cable in its gas pipelines. Persons wishing to be served under this schedule must provide Utility with a technology for placing fiber optic cable in gas pipeline. Carriers under this schedule must warrant to Utility that they own or have been granted the rights to use the technology that they have provided to Utility for service under this schedule. A Carrier may provide a technology applicable to only some kinds of gas pipelines, in which case the Carrier would be provided access to only those kinds of gas pipelines for which its technology has been demonstrated. Carrier indemnifies Utility for any liability to third parties arising out of the use of said technology.
4. Any technology provided to Utility by Carriers for placing fiber optic cable in gas pipelines (including supporting structures or equipment) must meet nondiscriminatory standards of the Utility for safety and reliability. Any such technology must also meet all applicable pipeline safety regulations of the United States Department of Transportation and safety regulations of the Commission.

(continued)

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

ADVICE LETTER NO. 3040

William L. Reed

DATE FILED JUL 13,2001

DECISION NO.

VICE PRESIDENT
CHIEF REGULATORY OFFICER

EFFECTIVE _____

RESOLUTION NO. _____

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

SPECIAL CONDITIONS (continued)

Requests for Information and Service

- 5. A person qualified to be a Carrier under this schedule may submit written requests for information about the availability of service under this schedule. Utility shall respond promptly in writing to written requests for information by such a potential Carrier. Subject to execution of a nondisclosure agreement, Utility shall provide access to maps, drawings, plans and other information Utility uses in its business, necessary for evaluating the availability of service in areas of Utility's service territory identified by the potential Carrier.
6. A person qualified to be a Carrier under this schedule may submit to Utility a written request for service specifying the specific route(s) to be provided or the specific point(s) to be connected by fiber optic cable. Utility shall respond in writing as soon as possible stating whether or not Utility will provide such service. If Utility states that it will provide such service, its response shall include a description of the facilities it intends to install, an estimate of the cost of these facilities to the Carrier, and an estimate of the time required to install the facilities.

Contracts

- 7. As a condition precedent to service under this schedule, an executed Master Services Contract, Rate Schedule No. G-FIG (Form No. 6597-13) is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order. Utility will file all executed contracts with the Commission, which shall be open to public inspection, except that Utility shall redact from the copies of the executed contracts filed with the Commission the routes and locations of the facilities covered by the particular contract or exhibits to the contract.
8. The term of any contract for service under this schedule shall be for 20 years, except as provided otherwise elsewhere in this rate schedule. Carrier may also terminate the contract, or portions of service provided thereunder, on one year written notice, provided that Carrier is liable for the cost of removal of facilities upon such termination, as set forth in this rate schedule and the contract. The contract may also provide upon mutual agreement for renewal terms after expiration of 20 years. Upon cancellation or termination at any time, Carrier is responsible for removing its fiber optic cable and for all actual costs incurred by Utility as a consequence of such removal. If Carrier does not remove its fiber optic cable by the time required by this rate schedule, Utility may remove it at Carrier's expense and with no liability to Carrier. In addition, upon the termination of the contract pursuant to this or any other Special Condition, Utility at its option may elect to remove any or all make ready work installed at the request of Carrier, and may charge the cost of such removal to Carrier.

(continued)

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

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DATE FILED JUL 13, 2001

DECISION NO.

VICE PRESIDENT
CHIEF REGULATORY OFFICER

EFFECTIVE

RESOLUTION NO.

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

SPECIAL CONDITIONS (continued)

Contracts (continued)

9. A contract for service under this schedule may be assigned by Carrier to another person qualified to be a Carrier under this rate schedule with the written consent of Utility, which shall not be unreasonably withheld. It shall be deemed not unreasonable for Utility to withhold consent to assignment to a person that is not creditworthy relative to the obligations to be assumed. It shall be deemed not unreasonable as a condition for consent to assignment for the Utility to: (a) require that any assignee confirm in writing its assumption of the rights and obligations of its predecessor; or (b) require that the assignor remain liable in the event of default by assignee for all obligations incurred by the assignor prior to the assignment of the contract.

Pipeline Capacity Available to Provide Service

10. Utility will provide access under this schedule only to its active gas pipelines of any size or composition with an operating pressure of 60 lbs/psi or less. However, access will only be provided for those kinds of pipelines for which the Carrier has provided an acceptable technology for the placing of fiber optic cable, as described in Special Conditions 3 and 4.
11. Access will be limited to one fiber optic cable or cables of a combined maximum of 1 inch diameter, to be installed in one conduit with a maximum diameter of 1.2 inches, per SoCalGas pipeline.
12. Utility may deny service under this schedule for a particular location or route if Utility determines that there is now, or will be in the next 12 months, insufficient capacity in its pipelines to accommodate placement of fiber optic cable, or that placement of fiber optic cable would create a threat to the safety or reliability of Utility's gas service. Utility may offer Carrier service for a particular location or route where there will be insufficient capacity within 12 months on condition that Carrier agrees to pay a portion acceptable to Utility of the cost of increasing the capacity of Utility's pipelines in that particular location or route.

Design and Installation Requirements

13. Installation of fiber optic cable must exit Utility's pipelines to go around all operational Utility pipeline valves before re-entry to Utility's pipelines.

(continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3040
DECISION NO.

ISSUED BY
William L. Reed
VICE PRESIDENT
CHIEF REGULATORY OFFICER

(TO BE INSERTED BY CAL. P.U.C.)
DATE FILED JUL 13, 2001
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

SPECIAL CONDITIONS (continued)

Design and Installation Requirements (continued)

14. Except as provided in the following Special Condition, in addition to exiting and entering Utility's pipelines at all operational valves, fiber optic cable must exit (with the distance between exit and re-entry a minimum interval least 15 feet for pipeline of a diameter of 8 inches or more, and 12 feet for pipeline of less than 8 inches diameter) Utility's pipeline at a minimum interval. The minimum interval varies with the density of gas service in the vicinity of the pipeline. The minimum interval between a re-entry and the next exit is as follows:

- In Class 1 areas: Every 3,000 feet
In Class 2 areas: Every 1,500 feet
In Class 3 areas: Every 1,000 feet
In Class 4 areas: Every 500 feet

Class 1 through Class 4 as used herein means the classes as defined in the U.S. Department of Transportation pipeline safety regulations found at 49 CFR Section 192.5 (or superseding regulations).

15. Carrier may elect not to have its cable exit and reenter Utility's pipeline at the minimum intervals provided in the preceding Special Condition for the applicable Class of area, but by doing so subjects itself to the following provisions of this Special Condition. If Carrier has so elected, in the event that Utility pinches its pipeline to prevent the flow of gas in order to respond to a gas operation emergency, Utility shall have no liability to Carrier for any damage to Carrier's fiber optic cable or for any interruption in service by such cable, and Carrier shall indemnify Utility from all liability to third parties as a result of interruption in service by such cable. Furthermore, any cost to repair conduit, fittings, or other facilities necessary for the placement of the Carrier's fiber optic cable shall be paid solely by Carrier.

16. Utility will install (by its own employees or by persons under contract to Utility) and own all facilities necessary for the placement of Carriers' fiber optic cable in Utility's pipelines. Utility will consult with Carrier on the selection and management of any contractor, and Carrier will not be required to contract for service by Utility in any particular location or route before being informed of identity of any contractor who would install facilities for use by Carrier. Carrier will install (by its own employees or by persons under contract to the Carrier) and own the fiber optic cable.

17. Utility shall have the right to have its inspectors present at Carrier expense during installation of Carrier's fiber optic cable by Carrier.

(continued)

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

ADVICE LETTER NO. 3040

William L. Reed

DATE FILED JUL 13,2001

DECISION NO.

VICE PRESIDENT
CHIEF REGULATORY OFFICER

EFFECTIVE

RESOLUTION NO.

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

SPECIAL CONDITIONS (continued)

Liability

- 18. Utility is not responsible for any damage to Carrier's fiber optic cable...
19. Carrier shall provide a contact that Utility can reach at any time...
20. Carrier waives all claims against Utility for damages to its fiber optic cables...
21. Carrier shall indemnify Utility from all liability for injury or death to persons...

Permits, Franchises, and Rights-of-Way

- 22. As a condition of service under this schedule, Carrier must obtain, and warrant that it has, the right to have its fiber optic cable in any gas pipeline...
23. Carrier shall reimburse Utility for any incremental costs or fees charged to and paid by Utility...

(continued)

(TO BE INSERTED BY UTILITY)
ADVISE LETTER NO. 3040
DECISION NO.

ISSUED BY
William L. Reed
VICE PRESIDENT
CHIEF REGULATORY OFFICER

(TO BE INSERTED BY CAL. P.U.C.)
DATE FILED JUL 13,2001
EFFECTIVE
RESOLUTION NO.

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

SPECIAL CONDITIONS (continued)

Permits, Franchises, and Rights-of-Way (continued)

24. It shall be the responsibility of Carrier to obtain and pay for any permits necessary for the placement of Carrier's fiber optic cable, including any permits necessary for any facilities to be installed and owned by Utility to accommodate the placement of Carrier's fiber optic cable. The inability of Carrier to obtain any permits necessary shall relieve Utility of any obligation to provide service under this schedule with respect to any location or route for which necessary permits cannot be obtained.

Modifications to Utility Pipelines

25. If actual future load growth creates the need to add capacity to the particular pipe segment(s) occupied by the fiber optic cable at any time one or more years after the effective date, Utility will promptly notify Carrier and provide Carrier with an estimate of the least cost method of adding needed additional capacity. The amount of additional capacity needed will be determined by employing standard utility planning procedures which consider cost efficiency and effectiveness. Carrier will have the option of: (1) paying the proportionate share of the incremental costs of adding the needed capacity in the most effective manner (the cost equal to the proportion of the capacity on the particular new pipe segment(s) in which the cable is placed after the capacity addition has been made) (i.e., in the event the total incremental capacity added is equal to the actual capacity used by the Carrier's cable, the Carrier shall pay the full incremental cost) or, (2) removing the conduit from the pipeline. If Carrier elects to remove its cable either of the parties may terminate service for that portion of the service impacted. Such notice of termination shall be effective 90 days after it is provided. Utility will promptly make its best efforts to offer Carrier space in other of its pipelines under this rate schedule that will substantially substitute for the service that is being terminated pursuant to the notice. In addition, Utility and Carrier may mutually agree to other arrangements that would allow Utility to meet its need for gas pipeline capacity and Carrier to continue to have fiber optic cable in Utility's pipeline. Any such agreement shall be filed with the Commission in the same manner as any contract for service under this rate schedule.

26. If Utility is lawfully required by any third party to relocate its pipeline containing Carrier's fiber optic cable, or if Utility needs to replace its pipeline containing Carrier's fiber optic cable for operating reasons beyond the reasonable control of Utility (including the need to install a pipeline with increased capacity to meet gas demand), then Utility may inform Carrier of termination of service for the impacted segment under this rate schedule for so much space in that pipeline as is necessary to comply with the relocation requirement or to meet operating needs. Such notice of termination shall be effective 90 days after it is given, provided that if Utility is given less than 90 days notice by a third party that it must relocate its pipeline, the notice of termination by Utility shall be effective on the date Utility's pipeline must be relocated. If in the course of such relocation or

(continued)

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

ADVICE LETTER NO. 3040

William L. Reed

DATE FILED JUL 13, 2001

DECISION NO.

VICE PRESIDENT
CHIEF REGULATORY OFFICER

EFFECTIVE

RESOLUTION NO.

Schedule No. G-FIG
FIBER OPTIC CABLE IN GAS PIPELINES

(continued)

SPECIAL CONDITIONS (continued)

Modifications to Utility Pipelines (continued)

26. (continued)

replacement Utility will open a new trench or bore to install new gas pipeline, Utility will offer Carrier the opportunity to install its own fiber optic conduit and cable in such trench or bore, for a fee equal to Utility's incremental cost to allow placement of such conduit and cable. Carrier must obtain all necessary permits and rights to install such conduit and cable, under the same conditions as would apply if Carrier was placing its cable in Utility's pipeline in such trench or bore. Utility will make no recurring charges for Carrier's use of a joint trench or bore, but otherwise such fiber optic cable shall be subject to all the terms and conditions of this rate schedule. In addition, Utility will promptly make its best efforts to offer Carrier space in other of its pipelines under this rate schedule that will substantially substitute for the service that is being terminated pursuant to the notice. Utility will also offer Carrier the option to place its fiber optic cable in the segment of pipeline that is constructed in place of the pipeline that must be relocated or replaced. The terms of such service shall be the same as for any other pipeline subject to this rate schedule (including make ready and annual recurring charges), but Carrier shall have priority over any other Carrier under this rate schedule for use of such pipeline. In addition, Utility and Carrier may mutually agree to other arrangements that would allow Utility to meet its need for relocation or replacement and Carrier to continue to have fiber optic cable in Utility's pipeline. Any such agreement shall be filed with the Commission in the same manner as any contract for service under this rate schedule.

Dispute Resolution

27. Utility and Carrier shall attempt in good faith to resolve any disputes with respect to service under this schedule. In the event that resolution is not achieved, either party may invoke the Commission's dispute resolution procedures under terms substantially the same as adopted by the Commission in D.98-10-058 (applicable to attachments to poles and other structures of incumbent local exchange carriers and major electric utilities).

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

ADVICE LETTER NO. 3040

William L. Reed

DATE FILED JUL 13,2001

DECISION NO.

VICE PRESIDENT
CHIEF REGULATORY OFFICER

EFFECTIVE

RESOLUTION NO.

SAMPLE FORMS

Contracts

Master Services Contract, Rate Schedule No. G-FIG
Fiber Optic Cable in Gas Pipelines (Form 6597-13)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3040

DECISION NO.

ISSUED BY

William L. Reed

VICE PRESIDENT
CHIEF REGULATORY OFFICER

(TO BE INSERTED BY CAL. P.U.C.)

DATE FILED JUL 13, 2001

EFFECTIVE _____

RESOLUTION NO. _____

**Master Services Contract
Rate Schedule No. G-FIG
Fiber Optic Cable in Gas Pipelines
Dated as of _____**

Account No. _____

This Master Services Contract, Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines dated as of _____ (“Contract”), is entered into by and between Southern California Gas Company (“Utility”) and _____ (“Carrier”).

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

Section 1 – Scope

This Contract sets forth the general terms and conditions under which Utility will provide Carrier the right to place fiber optic cable in certain of Utility’s active gas pipelines (“FIG”) pursuant to Tariff Rate Schedule No. G-FIG as in effect from time to time. The initial gas pipelines in which fiber optic cable will be installed are identified on Schedule 1, attached hereto and incorporated by reference. If Utility and Carrier agree to install fiber optic cable in additional pipelines, such FIG facilities shall be identified in amendments or supplements to Schedule 1, which shall be separate and individual contracts, subject to the terms of and incorporating all the terms of this Contract.

Section 2 - Effective Date and Term

2.1 Effective Date. This Contract shall commence on the date shown on Schedule 1 (including as amended or supplemented) (“Effective Date”), which shall be after Utility has accepted Carrier’s technology for fiber optic cable in active gas pipeline, and Carrier has received an estimate of cost from Utility, the identity of any contractor who would perform make ready work, agreed to proceed, paid the estimated cost, and executed and returned this Contract.

2.2 Term. Contract shall continue for twenty (20) years from the installation of particular fiber optic cable as shown in Schedule 1 (including as amended or supplemented) but shall be subject to earlier termination pursuant to other provisions of Utility’s Rate Schedule No. G-FIG. Utility and Carrier may agree in writing to a provision for renewal of the Contract at the expiration of twenty years. If any agreement has been reached, the provision is attached hereto.

2.3 Carrier Termination. If the Carrier defaults under any obligation under this Contract and does not cure the same, or make arrangements acceptable to Utility to cure, within thirty (30) days after written notice from Utility to do so, Utility shall have

the right to terminate the Contract immediately on written notice and shall be entitled to contract damages. Carrier may terminate this Contract on one year's prior written notice to Utility. In any case of termination, Carrier shall be responsible for all costs associated with removal of cable and associated facilities as set forth in Rate Schedule No. G-FIG.

2.4 Termination due to CPUC Modification. If the CPUC (see Section 5.2 below) modifies Rate Schedule No. G-FIG and such modification results in a material impairment of a party's rights or benefits under this Contract, such party shall have the right to terminate this Contract (including all Schedules hereunder) upon ninety (90) days written notice to the other party. Prior to such termination, Utility and Carrier will negotiate in good faith to see if it is possible to: (1) resolve the issues raised by such modification; and (2) ensure that each party will receive comparable benefits as originally contemplated when the Contract was entered into.

Section 3 – Fees/Billings/Payments

3.1 Fees. Fees shall be payable as set forth in Utility's Rate Schedule No. G-FIG

3.2 Billings. All bills rendered by Utility shall be paid by Carrier within 19 days after the billing date to Utility's depository specified below (which may be changed by Utility on 10 days prior written notice). One master billing or separate billings for each Contract may be agreed to by the parties. The billing(s) shall be sent to Carrier at the following location:

Carrier may change the address for billings by sending notice to Utility in accordance with Section 4.1.

3.3 Payments. All payments by Carrier shall be made for the account of Utility to the following address:

Utility may change the address for payments by sending notice to Carrier in accordance with Section 4.1.

Section 4 – Notices

4.1 General Notices. All notices, requests or demands by either party shall be given in writing and sent by electronic mail or telecopy during normal business hours of the receiving party with a confirming copy mailed by pre-paid first class mail within one business day to the parties as follows:

<u>Utility</u>	<u>Carrier</u>
Southern California Gas Company	_____
555 W. Fifth Street	_____
Los Angeles, CA 900_____	_____
Attn.: _____	Attn.: _____
Telecopy: _____	Telecopy: _____
E-mail: _____	E-mail: _____

Notices shall be deemed to be received as of the day of mailing the confirming copy. All designated contacts, addresses, telephone and telecopy numbers may be changed from time to time, by the party affected, after seven days written notice to the other party.

4.2 Emergency Contacts. Carrier [and Utility] shall [each] maintain 24-hour emergency contacts as follows:

<u>[Utility]</u>	<u>Carrier</u>
Title: _____	Title: _____
Telephone: _____	Telephone: _____

The emergency contact information may be changed by sending notice in accordance with Section 4.1.

Section 5 – Tariffs/Government

5.1 Tariffs. This Contract is subject to and incorporates by reference all the terms of Utility’s tariff Rate Schedule No. G-FIG and all applicable tariff rules (including but not limited to Tariff Rule No. 4) as in effect from time to time.

5.2 Continuing CPUC Jurisdiction. This Contract shall be subject to the continuing jurisdiction of the California Public Utilities Commission (“CPUC”) (including without limitation such changes or modifications as the CPUC may direct from time to time), and to all rules, laws, orders, regulations or decisions by any governmental entity (including a court) having jurisdiction.

Section 6 – Miscellaneous

6.1 Conflicts. In the event of a conflict between the terms of this Contract, any Tariff Rule and the terms of Tariff Rate Schedule No. G-FIG, the terms of Tariff Rate Schedule No. G-FIG shall control.

6.2 Survival. Where the context permits, the provisions of this Contract shall survive its termination.

6.3 Waiver. Either party may waive its rights under any provision hereof, but such waiver must be in writing and duly executed by the waiving party in order to be effective. A waiver shall only be effective to the extent expressly set forth and shall not be a waiver of the same or similar rights in a different situation or a waiver of rights pursuant to any other provision.

[Other provisions]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract in duplicate originals.

SOUTHERN CALIFORNIA GAS COMPANY _____

By _____

By _____

Title _____

Title _____

SCHEDULE 1

To

**Master Services Contract
Rate Schedule No. G-FIG
Fiber Optic Cable in Gas Pipelines
Dated as of _____**

Account No. _____

Amendment/Supplement [No. ___] [Dated _____]

This Schedule 1 is a part of and subject to the terms and conditions set forth in that certain Master Services Contract, Rate Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines dated as of _____, between Southern California Gas Company (“Utility”) and _____ (“Carrier”). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Contract.

[Amended/Supplemented provisions]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract Amendment/Supplement in duplicate originals.

SOUTHERN CALIFORNIA GAS COMPANY _____

By _____

By _____

Title _____

Title _____

TABLE OF CONTENT S

(continued)

SAMPLE FORMS (continued)

Contracts (continued)

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Appendix A - Producer's Payment for Utility's Investment for Facilities (New Facilities) (Form 6642 - 7/96)	27900-G
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(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 3040
 DECISION NO.

ISSUED BY
William L. Reed
 VICE PRESIDENT
 CHIEF REGULATORY OFFICER

(TO BE INSERTED BY CAL. P.U.C.)
 DATE FILED JUL 13,2001
 EFFECTIVE _____
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(continued)

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Customer Personnel Notification Record (Form 3549-E, Rev. 4-76)	14899-G
Request to Call Business Office (Form 4193)	13824-G
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(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY CAL. P.U.C.)

ADVICE LETTER NO. 3040

William L. Reed

DATE FILED JUL 13,2001

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