

DOCKETED

Docket Number:	16-RPS-02
Project Title:	Appeal by Los Angeles Department of Water & Power re Renewables Portfolio Standard Certification Eligibility
TN #:	213066
Document Title:	57 SoCalGas 2006 Master Services Contract Agreement 47498-6 LADWP Board File No 47498-6 (Bates Nos. LA000715-LA000731)
Description:	N/A
Filer:	Pjoy Chua
Organization:	LADWP
Submitter Role:	Applicant
Submission Date:	8/30/2016 1:20:46 PM
Docketed Date:	8/30/2016

DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

COMMISSION OFFICE

January 4, 2007

BOARD FILE

Attached herewith for FILE

the following CONFORMED COPY OF AGREEMENT.

FILE NO.	DATE	NAME	
Agreement No.47498-6	6/20/06	<p>Southern California Gas Company – Master Services Contract, Agreement No. 47498-6 - Authorizes providing LADWP with intrastate gas transportation services to its Los Angeles basin generating stations. The duration of this agreement is two years for firm service, and month-to-month interruptible service thereafter.</p> <p>Authorized by Resolution No. 006-232, adopted June 20, 2006.</p> <p>Approved under Council File No. 06-1494 on July 26, 2006.</p> <p>Original - Accounts Payable Duplicate Original - Chief Operating Officer - Power Conformed Copy - Chief Operating Officer - Power - Corporate Purchasing Services - Board File</p>	

Title BARBARA E. MOSCHOS
Board Secretary

LA000715

MASTER SERVICES CONTRACT**SCHEDULE A****INTRASTATE TRANSMISSION SERVICE**

This Agreement is entered into by and between Southern California Gas Company ("Utility") and **Dept of Water & Power, City of LA** ("Customer") as of the **15th** day of **February, 2006**. This Agreement shall be deemed attached to and incorporated as a Schedule in the Master Services Contract ("MSC") executed by the Parties.

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

Section 1 - Scope**A. Intent**

This Agreement sets forth the general terms and conditions under which Utility will transport gas, or transport and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules and Tariff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California ("CPUC"), as are in effect from time to time.

To the extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in this Agreement. All transmission services by Utility shall be paid for by Customer at the rates specified in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall be construed as preventing Utility and Customer from mutually agreeing to conditions which are more stringent than set forth in the Tariffs.

B. Effective Date/Term

- (1) The Effective Date of this Agreement shall be as of 12:00 AM on **July 1st, 2006**.
- (2) The initial term of this Agreement shall end on **July 1st, 2008**.
- (3) Billing Schedule Sequences for terms less than the initial term of this Agreement may be amended or renewed upon expiration as permitted or required in the applicable Tariffs on file with the CPUC. In the event any such Billing Schedule Sequences are not amended or renewed by the Customer, an available Tariff Service that allows a month term may be provided.

At the end of the initial term, this Agreement shall continue thereafter on a month to month basis unless terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial term or any month thereafter.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

Facility A

Facility Name: **Valley Generating Station**
 Account Number: **150-922-9866**
 Address: **11805 Sheldon St.**
Sun Valley, CA 91352-1508

Mail copy of Bill to this Facility: **NO**

Facility Mailing Address: _____

Supplemental Facility Account Number(s):

GNN	GNN Service Address
701	11805 Sheldon St, Bldg A, Sun Valley, CA 91352 - 1508
704	11805 Sheldon St, Sun Valley, CA 91352 - 1508
323351200	11805 Sheldon St, Sun Valley, CA 91352 - 1508
470782800	11805 Sheldon St, Sun Valley, CA 91352 - 1508

Full Requirements: **YES** (Noncore only)

Facility Customer Contacts**Operations****Emergency**

Name: **Mr. Scott C. Masuda**
 Title: **Natural Gas Scheduler**
 Address: **111 North Hope Street**
Rm 1150
Los Angeles, CA 90012
 Tel. No: **(213) 367-1748**
 Fax No: **(213) 367-1772**

Name: **Shift Supervisor**
 Title: **Operations Supervisor**
 Address: **11805 Sheldon St.**
Sun Valley, CA 91352
 Tel. No: **(818) 771-4507**
 Fax No: **(818) 771-4532**

Customer shall notify Utility in the event of any change in the gas requirements or notification designations for this facility.

BILLING SCHEDULE SEQUENCE 01				
Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
GT-F5	FIRM	N/A	-TARIFF-	
The term of this sequence is for: 2 Year(s) .				

MONTHLY SCHEDULED QUANTITY (THERMS)			
January	21,119,804	July	26,666,417
February	21,612,892	August	24,745,843
March	25,227,149	September	24,547,020
April	24,509,790	October	25,628,568
May	25,448,830	November	26,376,510
June	23,369,550	December	24,528,533

Annual Quantity **293,780,906**

Use or Pay Aggregator (Yes/No) **NO**

Customer's regular days for operations under this sequence are:

M x T x W x Th x F x Sat x Sun x

Section 3 - Other Existing Transportation/Exchange Arrangements

- (1) Customer has existing intrastate transportation/exchange arrangements with Utility: **No**
- (2) Date of Arrangement: _____
- (3) Term of Arrangement: _____
- (4) This Agreement shall have no impact on such existing arrangement except: _____

Section 4 - Transportation Services

Customers "Order Control Code" (OCC) for gas transportation by Utility is: **D12**

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by the customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Section 7 - Miscellaneous**A. Use or Pay Aggregator: **N/A****

Use or Pay Aggregators will automatically be authorized to access Customer's meter usage. To the extent applicable, appropriate authorization by Customer (including the terms and conditions thereof) has been executed and incorporated by reference (as supplemented from time to time) in this Agreement.

B. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
Dept of Water & Power, City of LA	Southern California Gas Company
111 North Hope Street	555 W. Fifth St.
Rm 1150	
Los Angeles, CA 90012	Los Angeles, CA 90013-1011
Attn: Mr. Robert L. Pettinato	Attn: Ms. Gwen R. Marelli
Title: Natural Gas Supply Mgr.	Title: Sales Manager

C. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

D. Miscellaneous Legal Provisions:

This Agreement incorporates by reference all terms and conditions of the MSC.

E. Special Conditions: The following special conditions of service are applicable hereto:

N/A

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two duplicate original copies hereof.

Customer

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By:

Ronald F. Deaton
Ronald F. Deaton, General Manager

And:

Baulava E. Moschos
Secretary

Utility

Southern California Gas Company

Signature:

Mr. Richard M. Morrow

Name:

Mr. Richard M. Morrow

Title:

VP- Cust Svcs Major Mkts

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DEGADILLO, CITY ATTORNEY

MAR 28 2006
BY Stanton J. Snyder
STANTON J. SNYDER
Assistant City Attorney

AUTHORIZED BY RES. 006 232
JUN 20 2006

MASTER SERVICES CONTRACT**SCHEDULE A****INTRASTATE TRANSMISSION SERVICE**

This Agreement is entered into by and between Southern California Gas Company ("Utility") and **Dept of Water & Power, City of LA** ("Customer") as of the **15th** day of **February, 2006**. This Agreement shall be deemed attached to and incorporated as a Schedule in the Master Services Contract ("MSC") executed by the Parties.

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

Section 1 - Scope**A. Intent**

This Agreement sets forth the general terms and conditions under which Utility will transport gas, or transport and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules and Tariff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California ("CPUC"), as are in effect from time to time.

To the extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in this Agreement. All transmission services by Utility shall be paid for by Customer at the rates specified in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall be construed as preventing Utility and Customer from mutually agreeing to conditions which are more stringent than set forth in the Tariffs.

B. Effective Date/Term

- (1) The Effective Date of this Agreement shall be as of 12:00 AM on **July 1st, 2006**.
- (2) The initial term of this Agreement shall end on **August 1st, 2006**.
- (3) Billing Schedule Sequences for terms less than the initial term of this Agreement may be amended or renewed upon expiration as permitted or required in the applicable Tariffs on file with the CPUC. In the event any such Billing Schedule Sequences are not amended or renewed by the Customer, an available Tariff Service that allows a month term may be provided.

At the end of the initial term, this Agreement shall continue thereafter on a month to month basis unless terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial term or any month thereafter.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

Facility A

Facility Name: **Scattergood Generating Station**
 Account Number: **010-205-8005**
 Address: **12700 Vista Del Mar**
Playa Del Rey, CA 90293-8502

Mail copy of Bill to this Facility: **NO**

Facility Mailing Address: _____

Supplemental Facility Account Number(s):

GNN

GNN Service Address

574	12700 Vista Del Mar, Apt 1, Playa Del Rey, CA 90293 - 8502	_____
575	12700 Vista Del Mar, Apt 2, Playa Del Rey, CA 90293 - 8502	_____
576	12700 Vista Del Mar, Apt 3, Playa Del Rey, CA 90293 - 8502	_____
577	12700 Vista Del Mar, Playa Del Rey, CA 90293 - 8502	_____

Full Requirements: **N/A** (Noncore only)

Facility Customer Contacts**Operations****Emergency**

Name: Mr. Scott C. Masuda	Name: Shift Supervisor
Title: Natural Gas Scheduler	Title: Operations Supervisor
Address: 111 North Hope Street	Address: 12700 Vista Del Mar
Rm 1150	
Los Angeles, CA 90012	Playa Del Rey, CA 90293-8502
Tel. No: (213) 367-1748	Tel. No: (310) 524-8508
Fax No: (213) 367-1772	Fax No: (310) 524-8551

Customer shall notify Utility in the event of any change in the gas requirements or notification designations for this facility.

BILLING SCHEDULE SEQUENCE 01				
Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
GT-I5	IT	N/A	-TARIFF-	
The term of this sequence is for: 1 Month(s) .				

MONTHLY SCHEDULED QUANTITY (THERMS)			
January	23,933,829	July	38,411,108
February	39,653,516	August	33,546,340
March	32,075,142	September	26,616,300
April	18,550,860	October	26,172,835
May	17,833,711	November	20,644,950
June	26,091,630	December	9,271,666

Annual Quantity **312,801,887**

Use or Pay Aggregator (Yes/No) **NO**

Customer's regular days for operations under this sequence are:

M x T x W x Th x F x Sat x Sun x

Section 3 - Other Existing Transportation/Exchange Arrangements

(1) Customer has existing intrastate transportation/exchange arrangements with Utility: **No**

(2) Date of Arrangement: _____

(3) Term of Arrangement: _____

(4) This Agreement shall have no impact on such existing arrangement except: _____

Section 4 - Transportation Services

Customers "Order Control Code" (OCC) for gas transportation by Utility is: **D12**

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by the customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Section 7 - Miscellaneous**A. Use or Pay Aggregator: **N/A****

Use or Pay Aggregators will automatically be authorized to access Customer's meter usage. To the extent applicable, appropriate authorization by Customer (including the terms and conditions thereof) has been executed and incorporated by reference (as supplemented from time to time) in this Agreement.

B. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
Dept of Water & Power, City of LA	Southern California Gas Company
111 North Hope Street	555 W. Fifth St.
Rm 1150	
Los Angeles, CA 90012	Los Angeles, CA 90013-1011
Attn: Mr. Robert L. Pettinato	Attn: Ms. Gwen R. Marelli
Title: Natural Gas Supply Mgr.	Title: Sales Manager

C. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

D. Miscellaneous Legal Provisions:

This Agreement incorporates by reference all terms and conditions of the MSC.

E. Special Conditions: The following special conditions of service are applicable hereto:

N/A

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two duplicate original copies hereof.

Customer

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By:

Ronald F. Deaton
Ronald F. Deaton, General Manager

And:

Barbara E. Thesdiger
Secretary

Utility

Southern California Gas Company

Signature:

Richard M. Morrow

Name:

Mr. Richard M. Morrow

Title:

VP- Cust Svcs Major Mkts

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DEGADILLO, CITY ATTORNEY

MAR 28 2006
BY Stanton J. Snyder
STANTON J. SNYDER
Assistant City Attorney

AUTHORIZED BY RES. 006 232

JUN 20 2006

MASTER SERVICES CONTRACT**SCHEDULE A****INTRASTATE TRANSMISSION SERVICE**

This Agreement is entered into by and between Southern California Gas Company ("Utility") and **Dept of Water & Power, City of LA** ("Customer") as of the **15th** day of **February, 2006**. This Agreement shall be deemed attached to and incorporated as a Schedule in the Master Services Contract ("MSC") executed by the Parties.

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

Section 1 - Scope**A. Intent**

This Agreement sets forth the general terms and conditions under which Utility will transport gas, or transport and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules and Tariff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California ("CPUC"), as are in effect from time to time.

To the extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in this Agreement. All transmission services by Utility shall be paid for by Customer at the rates specified in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall be construed as preventing Utility and Customer from mutually agreeing to conditions which are more stringent than set forth in the Tariffs.

B. Effective Date/Term

- (1) The Effective Date of this Agreement shall be as of 12:00 AM on **July 1st, 2006**.
- (2) The initial term of this Agreement shall end on **July 1st, 2008**.
- (3) Billing Schedule Sequences for terms less than the initial term of this Agreement may be amended or renewed upon expiration as permitted or required in the applicable Tariffs on file with the CPUC. In the event any such Billing Schedule Sequences are not amended or renewed by the Customer, an available Tariff Service that allows a month term may be provided.

At the end of the initial term, this Agreement shall continue thereafter on a month to month basis unless terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial term or any month thereafter.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

Facility A

Facility Name: **Harbor Generating Station**
 Account Number: **111-006-8399**
 Address: **123 S. Fries Av.**
Wilmington, CA 90744

Mail copy of Bill to this Facility: **NO**

Facility Mailing Address: _____

Supplemental Facility Account Number(s):

GNN GNN Service Address
35398 123 S Fries Ave, Wilmington, CA 90744

Full Requirements: **YES** (Noncore only)

Facility Customer Contacts**Operations****Emergency**

Name: Mr. Scott C. Masuda	Name: Shift Supervisor
Title: Natural Gas Scheduler	Title: Operations Supervisor
Address: 111 North Hope Street	Address: 123 S. Fries Ave.
Rm 1150	
Los Angeles, CA 90012	Wilmington, CA 90744
Tel. No: (213) 367-1748	Tel. No: (310) 522-1306
Fax No: (213) 367-1772	Fax No: (310) 522-1310

Customer shall notify Utility in the event of any change in the gas requirements or notification designations for this facility.

BILLING SCHEDULE SEQUENCE 01				
Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
GT-F5	FIRM	N/A	-TARIFF-	
The term of this sequence is for: <u>2</u> Year(s).				

MONTHLY SCHEDULED QUANTITY (THERMS)			
January	19,483,996	July	20,134,531
February	17,078,488	August	10,363,176
March	16,566,958	September	11,245,770
April	7,493,310	October	13,156,338
May	15,079,547	November	11,829,390
June	11,112,660	December	9,489,162

Annual Quantity **163,033,326**

Use or Pay Aggregator (Yes/No) **NO**

Customer's regular days for operations under this sequence are:

M x T x W x Th x F x Sat x Sun x

Section 3 - Other Existing Transportation/Exchange Arrangements

- (1) Customer has existing intrastate transportation/exchange arrangements with Utility: **No**
- (2) Date of Arrangement: _____
- (3) Term of Arrangement: _____
- (4) This Agreement shall have no impact on such existing arrangement except: _____

Section 4 - Transportation Services

Customers "Order Control Code" (OCC) for gas transportation by Utility is: **D12**

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by the customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Section 7 - Miscellaneous**A. Use or Pay Aggregator: **N/A****

Use or Pay Aggregators will automatically be authorized to access Customer's meter usage. To the extent applicable, appropriate authorization by Customer (including the terms and conditions thereof) has been executed and incorporated by reference (as supplemented from time to time) in this Agreement.

B. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
Dept of Water & Power, City of LA	Southern California Gas Company
111 North Hope Street	555 W. Fifth St.
Rm 1150	
Los Angeles, CA 90012	Los Angeles, CA 90013-1011
Attn: Mr. Robert L. Pettinato	Attn: Ms. Gwen R. Marelli
Title: Natural Gas Supply Mgr.	Title: Sales Manager

C. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

D. Miscellaneous Legal Provisions:

This Agreement incorporates by reference all terms and conditions of the MSC.

E. Special Conditions: The following special conditions of service are applicable hereto:

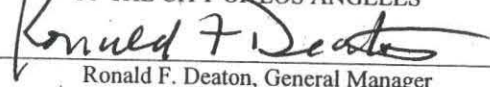
N/A

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two duplicate original copies hereof.

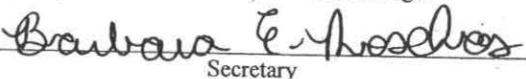
Customer

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By:


Ronald F. Deaton, General Manager

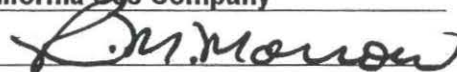
And:


Secretary

Utility

Southern California Gas Company

Signature:



Name:

Mr. Richard M. Morrow

Title:

VP- Cust Svcs Major Mkts

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DEGADILLO, CITY ATTORNEY

MAR 28 2006
BY 
STANTON J. SNYDER
Assistant City Attorney

AUTHORIZED BY RES. 006 233
 JUN 20 2006

MASTER SERVICES CONTRACT**SCHEDULE A****INTRASTATE TRANSMISSION SERVICE**

This Agreement is entered into by and between Southern California Gas Company ("Utility") and **Dept of Water & Power, City of LA** ("Customer") as of the **15th** day of **February, 2006**. This Agreement shall be deemed attached to and incorporated as a Schedule in the Master Services Contract ("MSC") executed by the Parties.

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

Section 1 - Scope**A. Intent**

This Agreement sets forth the general terms and conditions under which Utility will transport gas, or transport and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules and Tariff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California ("CPUC"), as are in effect from time to time.

To the extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in this Agreement. All transmission services by Utility shall be paid for by Customer at the rates specified in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall be construed as preventing Utility and Customer from mutually agreeing to conditions which are more stringent than set forth in the Tariffs.

B. Effective Date/Term

- (1) The Effective Date of this Agreement shall be as of 12:00 AM on **July 1st, 2006**.
- (2) The initial term of this Agreement shall end on **July 1st, 2008**.
- (3) Billing Schedule Sequences for terms less than the initial term of this Agreement may be amended or renewed upon expiration as permitted or required in the applicable Tariffs on file with the CPUC. In the event any such Billing Schedule Sequences are not amended or renewed by the Customer, an available Tariff Service that allows a month term may be provided.

At the end of the initial term, this Agreement shall continue thereafter on a month to month basis unless terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial term or any month thereafter.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

Facility A

Facility Name: **Haynes Generating Station**
 Account Number: **148-810-9518**
 Address: **6801 Westminster Ave.**
Long Beach, CA 90803-4324

Mail copy of Bill to this Facility: **NO**

Facility Mailing Address: _____

Supplemental Facility Account Number(s):

GNN

GNN Service Address

460	6801 Westminster Ave, Apt A, Long Beach, CA 90803 - 4324
461	6801 Westminster Ave, Apt B, Long Beach, CA 90803 - 4324
462	6801 Westminster Ave, Long Beach, CA 90803 - 4324
1042465527	6801 Westminster Ave, Apt E, Long Beach, CA 90803 - 4324
1546605387	6801 Westminster Ave, Apt D, Long Beach, CA 90803 - 4324

Full Requirements: **YES** (Noncore only)

Facility Customer Contacts**Operations****Emergency**

Name: Mr. Scott C. Masuda	Name: Shift Supervisor
Title: Natural Gas Scheduler	Title: Operations Supervisor
Address: 111 North Hope Street	Address: 6801 Westminster Ave.
Rm 1150	
Los Angeles, CA 90012	Long Beach, CA 90803-4324
Tel. No: (213) 367-1748	Tel. No: (310) 522-7507
Fax No: (213) 367-1772	Fax No: (310) 522-7388

Customer shall notify Utility in the event of any change in the gas requirements or notification designations for this facility.

BILLING SCHEDULE SEQUENCE 01				
Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
GT-F5	FIRM	N/A	-TARIFF-	
The term of this sequence is for: 2 Year(s) .				

MONTHLY SCHEDULED QUANTITY (THERMS)			
January	41,091,027	July	66,654,650
February	40,650,288	August	73,035,163
March	47,131,470	September	44,941,830
April	43,595,190	October	33,875,095
May	33,945,961	November	36,604,590
June	30,705,780	December	53,461,267

Annual Quantity **545,692,311**

Use or Pay Aggregator (Yes/No) **NO**

Customer's regular days for operations under this sequence are:

M x T x W x Th x F x Sat x Sun x

Section 3 - Other Existing Transportation/Exchange Arrangements

- (1) Customer has existing intrastate transportation/exchange arrangements with Utility: **No**
- (2) Date of Arrangement: _____
- (3) Term of Arrangement: _____
- (4) This Agreement shall have no impact on such existing arrangement except: _____

Section 4 - Transportation Services

Customers "Order Control Code" (OCC) for gas transportation by Utility is: **D12**

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by the customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Section 7 - Miscellaneous**A. Use or Pay Aggregator: **N/A****

Use or Pay Aggregators will automatically be authorized to access Customer's meter usage. To the extent applicable, appropriate authorization by Customer (including the terms and conditions thereof) has been executed and incorporated by reference (as supplemented from time to time) in this Agreement.

B. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
Dept of Water & Power, City of LA	Southern California Gas Company
111 North Hope Street	555 W. Fifth St.
Rm 1150	
Los Angeles, CA 90012	Los Angeles, CA 90013-1011
Attn: Mr. Robert L. Pettinato	Attn: Ms. Gwen R. Marelli
Title: Natural Gas Supply Mgr.	Title: Sales Manager

C. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

D. Miscellaneous Legal Provisions:

This Agreement incorporates by reference all terms and conditions of the MSC.

E. Special Conditions: The following special conditions of service are applicable hereto:

N/A

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two duplicate original copies hereof.

Customer

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By:

Ronald F. Deaton

Ronald F. Deaton, General Manager

And:

Barbara E. Thoreson

Secretary

Utility

Southern California Gas Company

Signature:

Mr. Richard M. Morrow

Name:

Mr. Richard M. Morrow

Title:

VP- Cust Svcs Major Mkts

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DEGADILLO, CITY ATTORNEY

MAR 28 2006

BY

Stanton J. Snyder

STANTON J. SNYDER
Assistant City Attorney

AUTHORIZED BY RES. 006 232
 JUN 20 2006