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January 23, 2006

Advice No. 3581  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Revisions To The Optional Rate Agreement and Affidavit, Form 6662**

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its tariff schedules, applicable throughout its service territory, as shown on Attachment B.

**Purpose**

This filing revises SoCalGas Form 6662, Optional Rate Agreement and Affidavit (OPT Agreement) to add a special condition under which the OPT Agreement may be assigned by customers electing the "Transmission Charge" rate option. In addition, the filing makes wording changes and eliminates unnecessary information to make the form easier and less confusing for customers to use. The OPT Agreement is used by commercial and industrial customers to specify the terms of the optional pricing arrangement and as a declaration under penalty of perjury that the discounted rate offered to them under SoCalGas' Optional Pricing Program is a material factor in their decision to become a new customer or to increase current natural gas usage.

**Background**

The OPT Agreement was authorized pursuant to Decision (D.) 97-07-054 and subsequent SoCalGas Advice No. (AL) 2685-A. D.97-07-054 allowed SoCalGas to set up an Optional Pricing Program to offer discounted rates to core commercial and industrial customers to encourage increased usage of existing under-utilized gas equipment and new usage of "emerging technology" gas-fired equipment. Four optional pricing rate schedules (Schedule No. GO-ET, "Emerging Technologies Optional Rate", Schedule No. GTO-ET, "Transportation-Only Emerging Technologies Optional Rate", Schedule No. GO-IR, "Incremental Rate for Existing Equipment" and Schedule No. GTO-IR, "Transportation-Only Incremental Rate for Existing Equipment") and the OPT Agreement were created to administer the Optional Pricing Program.

The four rate schedules specify details of the program and provide for a rate discount to the customer's "Otherwise Applicable Tariff Schedule". The OPT Agreement requires the customer to specify if they want to receive the discount as an up-front bill credit or over the life of the agreement (not to exceed five years) and includes an affidavit that the customer must sign stating that the terms and conditions of one of the four optional pricing rate schedules is a material factor

in its decision to take or increase natural gas service from SoCalGas. This advice letter requests authority to make the changes explained below to the OPT Agreement. No changes are proposed for the four associated optional pricing rate schedules.

### **Proposed Changes**

Currently, if a customer chooses to receive the Optional Pricing Program discount as an Up-Front Bill Credit they have the option of assigning their OPT Agreement. However, for customers that select the "Transmission Charge" rate discount option over the life of their OPT Agreement there is no provision for assignment. Since there does not appear to be any reason not to allow the assignment of "Transmission Charge" rate discount OPT Agreements, SoCalGas is proposing the changes listed below to the OPT Agreement to allow for its assignment. The revisions are consistent with the provisions stated in SoCalGas Rule No. 4, Contracts, and will apply to all active OPT Agreements.

- 1) Revise Special Condition 6.2 to allow customers electing the "Transmission Charge" rate discount option to assign an OPT Agreement to read as follows:

"If the Transmission Charge option in Section 3 is selected, this agreement and the rights and obligations hereunder shall be terminated with any change in Customer, facility, or entity ownership, unless assigned pursuant to section 6.5."

- 2) Add the following new Special Condition 6.5 to define the assignment requirements:

"This agreement (or any rights or obligations related thereto) may be assigned with the prior written consent of the Utility, which consent shall not be withheld unreasonably (but the Utility may require that any assignee first establishes its "creditworthiness" to Utility's reasonable satisfaction and confirm in writing its assumption of the rights and obligations of its predecessor)."

- 3) Revise Special Condition 6.3, on the assignment of OPT Agreements with Up-Front Bill Credit discounts, to reference the new Special Condition 6.5 for assignment requirements eliminating the repetition of the same requirements in both Special Conditions.

In addition, the following "clean-up" changes are being proposed to the OPT Agreement:

- 1) Delete the GN-20 and GT-20 rate options in Section 1. These rate schedules were discontinued June 1, 2000.
- 2) Renumber Special Condition 6.5 to 6.6 due to the addition of the new Special Condition 6.5.
- 3) Renumber Special Condition 6.6 to 6.7 due to the addition of the new Special Condition and reword for clarification purposes.

This filing will not create any deviations from SoCalGas' tariffs, cause withdrawal of service from any present customer, or impose any more or less restrictive conditions.

**Effective Date**

SoCalGas believes that this filing is subject to Energy Division disposition and therefore respectfully requests that this advice letter become effective February 22, 2006, which is not less than thirty (30) calendar days after the date filed.

**Protest**

Anyone may protest this Advice Letter to the 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:

CPUC Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
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](mailto:jjr@cpuc.ca.gov)) and Honesto Gatchalian ([inj@cpuc.ca.gov](mailto:inj@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](mailto:snewsom@semprautilities.com)

**Notice**

A copy of this advice letter is being sent to the parties listed on Attachment A.

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J. STEVE RAHON  
Director  
Tariffs and Regulatory Accounts

Attachments



**ATTACHMENT A**

**Advice No. 3581**

**(See Attached Service List)**

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ATTACHMENT B  
Advice No. 3581

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 40138-G	SAMPLE FORMS, Contracts, Optional Rate Agreement and Affidavit, Form 6662 (2/06), Sheet 1	Revised 33449-G
Revised 40139-G	TABLE OF CONTENTS	Revised 39866-G
Revised 40140-G	TABLE OF CONTENTS	Revised 40129-G

SAMPLE FORMS

Sheet 1

Contracts

Optional Rate Agreement and Affidavit, Form 6662 (2/06)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3581

DECISION NO.

106

ISSUED BY

**Lee Schavrien**

Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jan 23, 2006

EFFECTIVE Feb 22, 2006

RESOLUTION NO. \_\_\_\_\_

**OPTIONAL RATE AGREEMENT AND AFFIDAVIT**  
**Core Commercial & Industrial**

This agreement is entered into as of \_\_\_\_\_ by and between Southern California Gas Company (SoCalGas) and \_\_\_\_\_ (Customer). This agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California (CPUC) as said Commission may, from time to time, direct in the exercise of its jurisdiction.

1. **Services Provided:** SoCalGas shall provide Customer the services set forth in the appropriate Core Optional Rate Tariff Schedule in conjunction with the services set forth in the Otherwise Applicable Tariff Rate Schedule(s) indicated below as they are modified from time to time:

- |                                |                                |                                      |
|--------------------------------|--------------------------------|--------------------------------------|
| <input type="checkbox"/> GN-10 | <input type="checkbox"/> GT-AC | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> GT-10 | <input type="checkbox"/> G-EN  |                                      |
| <input type="checkbox"/> G-AC  | <input type="checkbox"/> GT-EN |                                      |

2. **Facility Served:** Such services shall be provided to the following:

Facility Name: \_\_\_\_\_  
 Existing Account Number (if applicable): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 SIC Code: \_\_\_\_\_

3. **Rates:** The discounted rate for core gas service hereunder shall be:

Customer Charge: Same as Otherwise Applicable Tariff Rate Schedule

Transmission Charge:  \_\_\_\_\_

Up-Front Bill Credit:  \_\_\_\_\_

The Up Front Bill Credit is calculated as the net present value of the revenue based on the minimum annual consumption specified in Section 6.1 multiplied by the Otherwise Applicable Tariff Rate for the term of this agreement as specified in Section 4 using SoCalGas' Authorized Rate of Return.

The optional rate will vary with the Otherwise Applicable Tariff rate schedules. Periodically the Otherwise Applicable Tariff rate schedules shall be adjusted consistent with applicable rate adjustments and cost allocation procedures approved by the CPUC as set forth in SoCalGas' Tariffs from time to time. Such adjustments shall be referred to herein, both individually and cumulatively, as "CPUC Adjustments" OR,

- \$\_\_\_\_\_ per therm, Tier I (for applicable Otherwise Applicable Tariff rate schedules)
- \$\_\_\_\_\_ per therm, Tier II (for G-10 Otherwise Applicable Tariff rate schedule)
- \$\_\_\_\_\_ per therm, Tier III (for G-10 Otherwise Applicable Tariff rate schedule)
- \$\_\_\_\_\_ Up-Front Bill Credit

Special Charges: \$\_\_\_\_\_ per month or \$\_\_\_\_\_ per therm (fixed or consumption-related charge)

4. **Term:** This agreement shall be effective as of \_\_\_\_\_ and continue thereafter until \_\_\_\_\_.

\_\_\_\_\_  
(Initials)

5. **Customer Affidavit:** The basis upon which the determination was made that the Customer could not use gas economically at the default tariff rate is as follows: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By signing this agreement and providing initials adjacent to the appropriate paragraph, the Customer certifies and declares under penalty of perjury under the laws of the State of California that the statement in the designated paragraph below in this subsection is true and correct:

5.1. Terms and conditions of the Optional Rate Tariff Schedule and this agreement are a material factor in the decision to become a new customer. \_\_\_\_\_  
 (A new customer is a new meter measuring volumes not previously served, or a reconnected meter measuring load that has been off the system for at least 12 months.) OR, (Initials)

5.2. Terms and conditions of the Optional Rate Tariff Schedule and this agreement are a material factor in the decision to add new or incremental usage. \_\_\_\_\_  
 (For existing customers) (Initials)

6. Special Conditions: The following special conditions apply to this agreement:

6.1 Customer's minimum annual consumption will be \_\_\_\_\_ therms/year. \_\_\_\_\_  
 This may include consumption for base and new or incremental usage. (Initials)

6.2 If Transmission Charge option in Section 3 is selected, this agreement and the rights and obligations hereunder shall be terminated with any change in Customer, facility, or entity ownership, unless assigned pursuant to Section 6.5.

6.3 If the Up Front Bill Credit option in Section 3 is selected, this agreement and the rights and obligations hereunder may be assigned pursuant to Section 6.5 or terminated pursuant to Section 6.6.

6.4 If actual usage falls below the minimum load allocations as stated in Section 6.1, the Customer will be subject to an annual true-up not to exceed Otherwise Applicable Tariff rate schedule charges for the minimum annual quantity.

6.5 This agreement (or any rights or obligations related thereto) may be assigned with the prior written consent of the Utility, which consent shall not be withheld unreasonably (but the Utility may require that any assignee first establishes its "creditworthiness" to Utility's reasonable satisfaction and confirm in writing its assumption of the rights and obligations of its predecessor).

6.6 In the event Customer wishes to terminate this agreement and this agreement includes an Up Front Bill Credit, Customer shall promptly notify Utility of its desire to do so and Customer shall pay Utility liquidated damages upon the payment of which this agreement will be terminated. Liquidated Damages shall be calculated as the amount equal to the lesser of the original Up Front Bill Credit received by the Customer plus interest equal to the Utilities' Authorized Rate of Return from the start date of this agreement, or the Minimum Annual Consumption specified in Section 6.1 multiplied by the number of years (or fractions thereof) remaining on the contract multiplied by the applicable Tariff Rate.

6.7 For the duration of this agreement, Customer understands that Customer will remain a "Core" customer under the Otherwise Applicable Tariff rate schedule(s) selected in Section 1. \_\_\_\_\_  
 (Initials)

7. Additional Charges: The following additional charges apply to this agreement:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If additional space is necessary to adequately reply to Sections 5, 6 or 7, please attach supplemental sheets of paper to this Agreement.

**CUSTOMER**

**SOUTHERN CALIFORNIA GAS COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Optional Rate Agreement and Affidavit (Form 6662, 2/06) .....	40138-G
Continuous Service Agreement (Form 6558-D, 03/00) .....	39715-G
Consulting Services Agreement (Form 6400, 11/05) .....	39741-G
Confidentiality Agreement (Form 6410, 11/05) .....	39742-G
Collectible System Upgrade Agreement (Form 6420, 11/05) .....	39743-G
On-Bill Financing Loan Agreement (Form 7150, 11/05) .....	39864-G
Authorization to Change Residential Rate – NGV Home Refueling (Form 6150) .....	40089-G

Bill Forms

Residential Sales Order (Form 5327-G, 03/00) .....	35710-G
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Commercial/Industrial Service (Form 77-2, 06/05) .....	39326-G

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Meter Closed for Nonpayment (Form 5101, 06/99) .....	36787-G
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Third Party Notification (Form 437.1C, 06/02) .....	36791-G
Consequences of Non-Payment (Form 9406-528) .....	26383-G
Disputed Account Declaration (Form 6619) .....	26529-G
Proof of Claim (Form 6620) .....	26530-G

(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 3581  
 DECISION NO.

ISSUED BY  
**Lee Schavrien**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Jan 23, 2006  
 EFFECTIVE Feb 22, 2006  
 RESOLUTION NO. \_\_\_\_\_

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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.

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Table of Contents--Service Area Maps and Descriptions .....	28516-G
Table of Contents--Rate Schedules .....	40091-G,40092-G,40104-G
Table of Contents--List of Cities and Communities Served .....	37398-G
Table of Contents--List of Contracts and Deviations .....	37894-G
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(Continued)

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