

J. Steve Rahon Director Tariffs & Regulatory Accounts

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August 8, 2006

Advice No. 3651 (U 904-G)

Public Utilities Commission of the State of California

# Subject: Modification of Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines

Southern California Gas Company (SoCalGas) hereby submits for filing with 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 Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, to amend the Monthly Customer Charge offered under the G-FIG service and to extend the applicable term of the G-FIG tariff originally adopted in Commission Decision (D.) 03-10-017.

# **Background**

On October 2, 2003, the Commission issued D.03-10-017 relative to Application (A.) 02-03-061<sup>1</sup> in which SoCalGas requested authority to establish a new service allowing Carriers to place fiber optic cable in SoCalGas' active gas pipelines. In compliance with D.03-10-017, SoCalGas filed Advice No. (AL) 3301 which proposed, among other things, a new Schedule No. G-FIG, Fiber Optic Cable in Gas Pipelines, containing information on the nondiscriminatory offering of the G-FIG service, pricing, capacity concerns, provision of information to potential Carriers, contracts for service, liabilities for third party damages, and dispute resolution. AL 3301 was approved by the Energy Division effective November 23, 2003.

# Monthly Customer Charge

Since AL 3301 was approved SoCalGas has not offered any service under its G-FIG tariff; however, SoCalGas remains optimistic that a market is available for G-FIG service. As SoCalGas has managed its G-FIG tariff since its approval in D.03-10-017, two issues have become apparent; first, the Utility has a better understanding of the activities which the Utility will perform in managing and installing fiber optic cable in gas pipelines; and, second,

<sup>&</sup>lt;sup>1</sup> A.02-03-061 was initially filed by SoCalGas on March 29, 2003 along with A.02-03-062 filed by San Diego Gas and Electric Company (SDG&E). By an Administrative Law Judge ruling dated June 19, 2002, the applications were consolidated pursuant to Rule 55 of the Commission's Rules of Practice and Procedure.

a barrier to the G-FIG service is the current Monthly Customer Charge of \$3,000. As such, SoCalGas is proposing herein to change its Monthly Customer Charge.

The changes represent the elimination of the Monthly Customer Charge to be replaced by an annual charge per customer and per mile and a one-time charge, per project and per mile. In addition, SoCalGas is proposing the addition of an incremental O&M charge for ongoing work performed by the utility on pipelines with optical fiber installations that is not recovered by the new annual and one-time charges. The new proposed charges are described below:

Annual Charges:

- Annual Charge of \$458 per mile
- Annual Charge of \$126 per carrier

One-Time Charges:

- One Time Charge of \$860 per mile
- One Time Charge of \$606 per project<sup>2</sup>

Incremental O&M Charges:

- Per hour of work by each Utility employee of \$80/hour
- Per hour of work by each Utility employee for inspection work contracted by Utility of \$100/hour.

As described in D.03-10-017, the Monthly Customer Charge was designed to include costs for activities, such as "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. Administrative and general expenses, including contract execution and administration and legal review, and customer account expenses including billing and collection processes are also reflected in the monthly charge.<sup>3</sup>"

The changes to the Monthly Customer Charge outlined above will continue to cover the utilities costs as outlined in D.03-10-017, but in a different fashion than the \$3000 monthly customer charge currently in place. In bifurcating the Monthly Customer Charge into annual and one-time charges, the charges will be better linked with the costs expected to be incurred.

The new annual charges are being proposed due to the identification of costs that are expected to recur annually based on mileage installed and number of carriers contracted.

Since one-time costs have been identified that are expected to be incurred on a Per Mile basis, these costs will be recovered through the one-time per mile charge. This should be more reflective of the actual amount of mileage installed.

Since one-time costs have been identified that are expected to be incurred on a Per Project basis, these costs will be recovered through the one-time per Project charge. This should be more reflective of the actual number of projects.

<sup>&</sup>lt;sup>2</sup> Carrier shall pay in advance a One-Time charge for each Project. A Project is defined as the scope of work identified in each executed Schedule 1 Amendment or Supplement to Schedule G - Master Services Contract. A carrier may require many Projects to build out their fiber optic system.

<sup>&</sup>lt;sup>3</sup> D.03-10-017, page 9.

The addition of the incremental O&M charge is to ensure that the costs of any G-FIG service related work, performed by the Utility on pipelines after optical fiber has been installed, will be recovered.

These changes will provide SoCalGas and carriers using the G-FIG service with charges more reflective of the actual size and number of G-FIG projects. SoCalGas believes these tariff changes will increase the market potential of its G-FIG service, while maintaining cost recovery of SoCalGas' operation and maintenance expenses to manage its G-FIG program, and should be expeditiously adopted by the Commission.

# G-FIG Program

In D.03-10-017, the Commission approved SoCalGas' G-FIG program, with the following parameters<sup>4</sup>:

- 1. The Utilities would not allow installation of fiber optic cable in any pipeline if they estimate that installation would result in insufficient gas capacity in the line in the next 60 months, not 12 months as originally proposed, unless arrangements were made for the carrier to pay to increase the gas capacity to avoid this situation.
- 2. The utilities would not offer installation in pipelines or service other than those proposed in their amended applications without seeking further approval of the Commission, but the utilities recognize that some adjustment in fees might be appropriate if additional facilities were made available.
- 3. The Utilities would use a forecast of annual average revenue and costs for the first 36 months of this service in any showing on miscellaneous revenues they make in their next PBR or GRC-type proceeding.
- 4. The Utilities agreed that it might be appropriate to adjust the amount of the monthly customer charge after operating experience is gained to assure it is cost-based.
- 5. The Utilities proposed to limit the mileage they would install in the first 36 months of the service, unless they sought and received Commission approval to install larger amounts.
- 6. The Utilities would provide annual reports on the service for the first 36 months of service and would not oppose the Commission reconsidering the existence or terms of this service after 36 months of experience with it<sup>5</sup>.

SoCalGas recommends that along with approving the amendments to the Monthly Customer Charge in its G-FIG tariff set forth above, that the Commission recognize that the initial 36-month period adopted for the G-FIG Program should be extended for another 36 months to enable SoCalGas to continue its G-FIG program with the new annual and one-time project charges as proposed above.

Under the extended FIG program, SoCalGas will continue to adhere to the mileage limitations for FIG installation adopted in D.03-10-017 during this 36-month period. Those limitations are 100 miles for the first year, a total of 300 miles for the second year, and a total of 500 miles for the third year<sup>6</sup>. Furthermore SoCalGas remains committed to

<sup>&</sup>lt;sup>4</sup> D.03-10-017, page 6.

<sup>&</sup>lt;sup>5</sup> SoCalGas and SDG&E filed annual reports for its G-FIG Program for 2004 and 2005.

<sup>&</sup>lt;sup>6</sup> D.03-10-017, page 9.

provide a detailed cost based of the annual charge and one-time project costs at the end of the 36–month period consistent with D.03-10-017<sup>7</sup>.

# Effective Date

SoCalGas believes that this advice letter is subject to Energy Division disposition and therefore respectfully requests that it be approved on September 7, 2006, which is thirty (30) days after the date filed.

# 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 must be 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

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer (<u>jir@cpuc.ca.gov</u>) and to Honesto Gatchalian (<u>inj@cpuc.ca.gov</u>) of the Energy Division. A copy of the protest should also be sent via both e-mail <u>and</u> 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

# <u>Notice</u>

A copy of this advice letter is being sent to the parties listed on Attachment A, which includes the parties in A.02-03-061.

J. STEVE RAHON Director Tariffs and Regulatory Accounts

Attachments

<sup>&</sup>lt;sup>7</sup> D.03-10-017, Ordering Paragraph 5.

# CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY

ENERGY UTILITY		
MUST BE COMPLI	ETED BY UTILITY (At	tach additional pages as needed)
Company name/CPUC Utility No. SOUTHERN CALIFORNIA GAS COMPANY/ U 904 G		
Utility type:	Contact Person: <u>Sid Newsom</u>	
$\Box$ ELC $\boxtimes$ GAS	Phone #: (213) 244-2846	
PLC HEAT WATER	E-mail: <u>snewsom@</u>	esemprautilities.com
EXPLANATION OF UTILITY T	YPE	(Date Filed/ Received Stamp by CPUC)
ELC = ElectricGAS = GasPLC = PipelineHEAT = Heat	WATER = Water	
Advice Letter (AL) #: <u>3651</u>		
Subject of AL: <u>Revision to Schedul</u>	e G-FIG, Fiber Opti	c Cable in Gas Pipeline
Keywords (choose from CPUC listing	g): <u>Natural Gas</u>	
AL filing type: 🗌 Monthly 🗌 Quarte	erly 🗌 Annual 🖂 C	Dne-Time 🗌 Other
	-	cate relevant Decision/Resolution #:
	,,	
Does AL replace a withdrawn or reie	cted AL? If so. ider	ntify the prior AL
-		ithdrawn or rejected AL <sup>1</sup> :
	I	<b>.</b>
Resolution Required?  Yes  No		
Requested effective date: <u>9/7/06</u>		No. of tariff sheets: <u>12</u>
Estimated system annual revenue e	ffect: (%): <u>N/A</u>	
Estimated system average rate effect	t (%): <u>N/A</u>	
When rates are affected by AL, inclu	de attachment in A	L showing average rate effects on customer
classes (residential, small commerci	al, large C/I, agricu	ıltural, lighting).
Tariff schedules affected: <u>Schedule No. G-FIG, Table of Contents</u>		
Service affected and changes proposed <sup>1</sup> : <u>None – Revision to G-FIG</u>		
Pending advice letters that revise the	e same tariff sheets	: <u>None</u>
Protosts and all other correspondent	o noronding this AT	and due no loten them 20 down often the data of
this filing, unless otherwise authoriz		are due no later than 20 days after the date of on, and shall be sent to:
CPUC, Energy Division		outhern California Gas Company
Attention: Tariff Unit		ttention: Sid Newsom
505 Van Ness Avenue San Francisco, CA 94102		55 West Fifth Street, ML GT14D6
San Francisco, CA 94102 jjr@cpuc.ca.gov and jnj@cpuc.ca.gov		os Angeles, CA 90013-4957 newsom@semprautilities.com
The characterization and hile characterization	51	

 $<sup>^{\</sup>scriptscriptstyle 1}$  Discuss in AL if more space is needed.

ATTACHMENT A

Advice No. 3651

(See Attached Service Lists)

#### Advice Letter Distribution List - Advice 3651

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Southern California Edison Company Michael Alexander Michael.Alexander@sce.com

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#### ATTACHMENT B Advice No. 3651

#### Cal. P.U.C. Cancelling Cal. P.U.C. Sheet No. Sheet No. Title of Sheet Revised 40828-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37005-G GAS PIPELINES, Sheet 1 Revised 40829-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37005-G GAS PIPELINES. Sheet 2 Schedule No. G-FIG, FIBER OPTIC CABLE IN Revised 40830-G Original 37005-G GAS PIPELINES, Sheet 3 Original 37006-G Revised 40831-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37006-G GAS PIPELINES, Sheet 4 Original 37007-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37007-G Revised 40832-G GAS PIPELINES, Sheet 5 Original 37008-G Revised 40833-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37008-G Original 37009-G GAS PIPELINES, Sheet 6 Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37009-G Revised 40834-G GAS PIPELINES, Sheet 7 Original 37010-G Original 37010-G Revised 40835-G Schedule No. G-FIG, FIBER OPTIC CABLE IN GAS PIPELINES, Sheet 8 Original 37011-G Revised 40836-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37011-G GAS PIPELINES, Sheet 9 Original 37012-G Original 40837-G Schedule No. G-FIG, FIBER OPTIC CABLE IN Original 37012-G Original 37013-G GAS PIPELINES, Sheet 10 Revised 40838-G TABLE OF CONTENTS Revised 40786-G Revised 40839-G TABLE OF CONTENTS Revised 40822-G

			_
<u>FIBER</u>	Schedule No. G-FIG OPTIC CABLE IN GAS PIPE	ELINES Sheet 1	
APPLICABILITY			
Applicable for service to telecommun Commission D.98-10-058 (applicable exchange carriers and major electric of Utility. These persons are referred	e to attachments to poles and outlities), who wish to place fi	other structures of incumbent local	
TERRITORY			
Throughout Utility's service territory			
RATES			
Annual per Carrier Charge			
	ch year or portion thereof in w	s pipelines shall pay in advance of which the Carrier has any such fiber edule, in the amount of:	
Per Carrier per year		\$126.00	
Annual per Mile Charge			
A charge per year for each year or in place in Utility's gas pipelines u	*	Carrier has any such fiber optic cable amount of:	
Per mile per year		\$458.00	
One Time per Mile Charge			
Carrier shall pay in advance a One optic cable located in Utility's acti			
One Time per mile or portion ther	eof		
One-Time per Project Charge			
Carrier shall pay in advance a One work identified in each executed S Services Contract. A Carrier may charge is:	Schedule 1 Amendment or Sup		
One Time per Project		\$606.00	
	(Continued)		
(TO BE INSERTED BY UTILITY) DVICE LETTER NO. 3651	ISSUED BY Lee Schavrien	(TO BE INSERTED BY CAL. PUC) DATE FILED <u>Aug 8, 2006</u>	_
DECISION NO.	Vice President	EFFECTIVE Sep 7, 2006	

**Regulatory Affairs** 

RESOLUTION NO.

37005-G CAL. P.U.C. SHEET NO.

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

Sheet 2

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(Continued)

### RATES (Continued)

Incremental O&M Labor Rates

Carrier will be notified as soon as reasonably possible of any incremental costs incurred by Utility for work performed or required to be performed on Utility's pipelines and or service lines as a result of installed fiber optic cable after the initial installation of fiber optic cable, and not covered by the recurring or one-time charges, which shall be charged to Carrier as follows:

Labor by Utility's employees 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.

Services provided to Utility by persons under contract to Utility will be charged at the actual amount paid by Utility to such persons.

Labor by Utility's employees for inspection of such services provided under contract will be charged to Carrier 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 due to incremental O&M related work shall be charged to Carrier at the actual cost to Utility.

#### 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 or related metering equipment to accommodate the Carrier's fiber optic cable, and associated with Carrier placing its fiber optic cable in such conduit.

(TO BE INSERTED BY UTILITY) 3651 ADVICE LETTER NO. DECISION NO. 2H15

(Continued)

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

(TO BE INSERTED BY CAL. PUC) Aug 8, 2006 DATE FILED Sep 7, 2006 EFFECTIVE **RESOLUTION NO.** 

SOUTHERN CALIFORNIA GAS COMPANY

LOS ANGELES, CALIFORNIA CANCELING

Revised 40830-G CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

37005-G

# Original 37006-G Schedule No. G-FIG Sheet 3 FIBER OPTIC CABLE IN GAS PIPELINES (Continued) RATES (Continued) Make Ready Charges (Continued) 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. 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 gas pipelines under this rate schedule. The charge is: Per mile or portion thereof per year or portion thereof ...... \$750.60 (Continued) (TO BE INSERTED BY UTILITY)

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L

40831-G CAL. P.U.C. SHEET NO. Original CAL. P.U.C. SHEET NO.

37006-G 37007-G

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

Sheet 4

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L

L

(Continued)

# RATES (Continued)

Annual Recurring Charge (Continued)

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.

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

Per service line per year or portion thereof ...... \$92.34

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

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 becomes 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.

(TO BE INSERTED BY UTILITY) 3651 ADVICE LETTER NO. DECISION NO. 4H14

(Continued)

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

(TO BE INSERTED BY CAL. PUC) Aug 8, 2006 DATE FILED Sep 7, 2006 EFFECTIVE **RESOLUTION NO.** 

Revised 40832-G CAL. P.U.C. SHEET NO. Original CAL. P.U.C. SHEET NO.

37007-G 37008-G

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

Sheet 5

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(Continued)

SPECIAL CONDITIONS (Continued)

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.

# 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, Schedule G (Form No. 6597-7) 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.

(TO BE INSERTED BY UTILITY) 3651 ADVICE LETTER NO. DECISION NO. 5H14

(Continued)

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37008-G 37009-G

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

Sheet 6

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(Continued)

SPECIAL CONDITIONS (Continued)

Contracts (Continued)

- 8. The term of any contract for service under this schedule shall be for 20 years, except as provided 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.
- 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, by execution of Form 3907-B, Assignment of Contract. It shall be deemed reasonable 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 reasonable 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 distribution mains of two inches in diameter and larger and service lines one inch in diameter and larger with an operating pressure of 60 lbs/psig or less. However, access will only be provided for those kinds of distribution mains and service lines 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. Except as provided in the last sentence of this Special Condition, Utility shall deny service under this schedule for a particular location or route if Utility determines that there is now, or will be in the next 60 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 not deny service on grounds of insufficiency of capacity if capacity is

(Continued)

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Revised 40834-G CAL. P.U.C. SHEET NO. Original CAL. P.U.C. SHEET NO.

37009-G 37010-G

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

Sheet 7

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(Continued)

SPECIAL CONDITIONS (Continued)

Pipeline Capacity Available to Provide Service (Continued)

12 (Continued)

forecast to be adequate for at least the next 60 months. Utility may offer Carrier service for a particular location or route where there will be insufficient capacity within 60 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.
- 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 reentry a minimum interval of at 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.

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

Sheet 8

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(Continued)

SPECIAL CONDITIONS (Continued)

Pipeline Capacity Available to Provide Service (Continued)

- 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.

Liability

- 18. Utility is not responsible for any damage to Carrier's fiber optic cable or for any loss of service by Carrier as a result of events of Force Majeure or actions of persons other than Utility and not under the control or direction of Utility, including, but not limited to, third parties digging into, damaging, or severing Utility's pipeline.
- 19. Carrier shall provide a contact that Utility can reach at any time (24 hours a day, 7 days a week, 52 weeks a year) regarding any emergency conditions affecting, or that are related to, Carrier's fiber optic cables in Utility's pipelines.
- 20. Carrier waives all claims against Utility for damages to its fiber optic cables installed under this rate schedule, facilities related to such fiber optic cables, or to its business associated with such fiber optic cables arising out of the actions of Utility or contractors to Utility, except where such damage was caused solely by the gross negligence or willful misconduct of Utility or its contractors.
- 21. Carrier shall indemnify Utility from all liability for injury or death to persons (including employees or contractors of Carrier or Utility) and for damage or destruction to property caused by Carrier's installation of or other activities in connection with the fiber optic cable.

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 in a public or private right-of-way in which it seeks to have it placed under this schedule. Carrier must indemnify, hold harmless, and defend Utility from: (a) any claim by any governmental entity or property owner, tenant, or licensee, that Carrier does not have the right to have its fiber optic cable in gas pipeline in such public or private right-of-way; and (b) any liability of Utility to such governmental entity, property owner, tenant, or licensee as a result of the installation of fiber optic facilities. In no case does Utility hold out its rights-of-way or

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Revised 40836-G CAL. P.U.C. SHEET NO. Original CAL. P.U.C. SHEET NO.

37011-G 37012-G

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

Sheet 9

(Continued)

SPECIAL CONDITIONS (Continued)

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

22 (Continued)

franchises as providing the right for Carrier's fiber optic cable to be placed in Utility's gas pipelines in any public or private right-of-way.

- 23. Carrier shall reimburse Utility for any incremental costs or fees charged to and paid by Utility associated with the placement of its fiber optic cable in Utility gas pipeline located in a public or private right-of-way. Utility will provide as much prior notice to Carrier as is reasonably possible of such costs or fees.
- 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.

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

Sheet 10

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(Continued)

# SPECIAL CONDITIONS (Continued)

Modifications to Utility Pipelines (Continued)

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 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).

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