### PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE SAN FRANCISCO, CA 94102-3298

March 24, 2009



### Advice Letter 3960

Ronald van der Leeden, Director Rates, Revenues and Tariffs 8330 Century Park Court CP32C San Diego, CA 92123-1548

Subject: Revision of Inaccessible Meter Read Door Hang Tags,
On-Bill Financing Loan Agreement and For Your Information

Dear Mr. van der Leeden:

Advice Letter 3960 is effective March 15, 2009.

Sincerely,

Julie A. Fitch, Director Energy Division

Jen A. Jes



Ronald van der Leeden Director Rates, Revenues and Tariffs

555 W. Fifth Street, GT14D6 Los Angeles, CA 90013-1011 Tel: 213.244.2009

Fax: 213.244.3201 rvanderleeden@semprautilities.com

February 13, 2009

Advice No. 3960 (U 904 G)

Public Utilities Commission of the State of California

<u>Subject</u>: Revision of Inaccessible Meter Read Door Hang Tags, On-Bill Financing Loan Agreement and For Your Information

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

### **Purpose**

This Advice Letter (AL) (1) files updated versions of the Meter Inaccessible Tags for Monthly Read (Form Nos. 5372 and 6676), (2) revises On-Bill Financing Loan Agreement (Form No. 7150) and On-Bill Financing Loan Agreement for Self-Installers (Form No. 7150-A), and (3) deletes For Your Information (Form 21-0306).

### **Background**

### Meter Inaccessible Tags for Monthly Read

The revised Forms 5372W (10/08) and 6676 (10/08) are identical except for a different 800 phone number printed on each to accommodate the two Meter Reading Clerical Support groups that handle meter reading customer calls. (Each Clerical Support group supports approximately half of the meter reading districts and associated customers.)

Only minor layout changes have been made to the front of the forms and the back now contains the 2009 Meter Reading Schedule.

### On Bill Financing Loan Agreements

The two currently effective On-Bill Financing Loan Agreements require an identical minor revision. On page 2, first sentence of the first full paragraph of Form Nos. 7150 and 7150-A, the words "the reduced rebate/incentive and" should be deleted before the words "the loan amount". This change was overlooked when AL 3936 was filed on December 17, 2008, approved by letter dated January 21, 2009 and made effective January 16, 2009.

### For Your Information (FYI)

The FYI form contains information to customers on safety, customer assistance, and bill facts. It is a general communication on these various topics and does not specifically address the bill or payment status of an individual customer. SoCalGas believes, after careful review, the FYI does not meet the

requirements in General Order (GO) 58-A, 19.c and GO 96-B, 8.5.8 that set forth the type of forms required to be filed as part of SoCalGas' schedule of rates, rules and regulations. Therefore, the FYI, (Form 21-0306, 05/03) is deleted from SoCalGas' tariff book.

This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Protest**

Anyone may protest this AL 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 must be received within 20 days of the date 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 Attn: 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 Maria Salinas (<a href="mailto:mas@cpuc.ca.gov">mas@cpuc.ca.gov</a>) and to Honesto Gatchalian (<a href="mailto:jni@cpuc.ca.gov">jni@cpuc.ca.gov</a>) of the Energy Division. A copy of the protest should also be sent via both e-mail <a href="mailto:and">and</a> facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom Tariff Manager - GT14D6 555 West Fifth Street Los Angeles, CA 90013-1011 Facsimile No. (213) 244-4957

E-mail: snewsom@SempraUtilities.com

### **Effective Date**

SoCalGas believes this AL is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B and requests that it be approved effective March 15, 2009, which is 30 calendar days after the date filed.

### **Notice**

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

Ronald van der Leeden Director Rates, Revenues and Tariffs

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)							
Company name/CPUC Utility No. SOUTHERN CALIFORNIA GAS COMPANY (U 904G)							
Utility type:	Contact Person: S	Sid Newsom					
☐ ELC ☐ GAS	Phone #: (213) <u>24</u>	14-2846					
☐ PLC ☐ HEAT ☐ WATER	E-mail: SNewsom	@semprautilities.com					
EXPLANATION OF UTILITY TY	PE .	(Date Filed/ Received Stamp by CPUC)					
ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat V	WATER = Water						
Advice Letter (AL) #: 3960							
Subject of AL: <u>Revision to OBF, Me</u>	eter Inaccessible D	oor Tags and FYI					
Keywords (choose from CPUC listing)	: Forms						
AL filing type: $igtigtigthedown$ Monthly $igthigg$ Quarte:	rly 🗌 Annual 🛛 C	One-Time 🗌 Other					
If AL filed in compliance with a Com	mission order, indi	icate relevant Decision/Resolution #:					
N/A							
Does AL replace a withdrawn or rejec	cted AL? If so, ide	ntify the prior AL <u>No</u>					
Summarize differences between the A	AL and the prior w	ithdrawn or rejected AL¹: <u>N/A</u>					
Does AL request confidential treatme	ent? If so, provide o	explanation: No					
Resolution Required?   Yes   No		Tier Designation: $\square$ 1 $\boxtimes$ 2 $\square$ 3					
Requested effective date: 3/15/09 No. of tariff sheets: 8							
Estimated system annual revenue ef	fect: (%): <u>N/A</u>						
Estimated system average rate effect	(%): <u>N/A</u>						
		AL showing average rate effects on customer					
classes (residential, small commercia	o o	ultural, lighting).					
Tariff schedules affected: <u>Sample Fo</u>	rms and TOCs						
Service affected and changes propose	ed¹: <u>N/A</u>						
Pending advice letters that revise the same tariff sheets: None							
Protests and all other correspondence this filing, unless otherwise authorize		are due no later than 20 days after the date of ion, and shall be sent to:					
CPUC, Energy Division	· ·	Southern California Gas Company					
Attention: Tariff Unit		Attention: Sid Newsom					
505 Van Ness Ave., San Francisco, CA 94102		555 West 5 <sup>th</sup> Street, GT14D6 Los Angeles, CA 90013-1011					
mas@cpuc.ca.gov and jnj@cpuc.ca.gov		SNewsom@semprautilities.com					
		<b>_</b>					

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

## **ATTACHMENT A**

Advice No. 3960

(See Attached Service List)

Aglet Consumer Alliance James Weil

jweil@aglet.org

Alcantar & Kahl LLP
Annie Stange

sas@a-klaw.com

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

CPUC Energy Rate Design & Econ. 505 Van Ness Ave., Rm. 4002 San Francisco, CA 94102

CPUC - DRA
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City of Long Beach, Gas & Oil Dept. Chris Garner

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City of Riverside

Joanne Snowden
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Commerce Energy Brian Patrick

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Alcantar & Kahl, LLP Mike Cade

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CPUC Pearlie Sabino pzs@cpuc.ca.gov

CPUC - DRA
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City of Anaheim Ben Nakayama Public Utilities Dept. P. O. Box 3222 Anaheim, CA 92803

City of Burbank

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City of Los Angeles City Attorney 200 North Main Street, 800 Los Angeles, CA 90012

City of Vernon

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dan@igservice.com

Commerce Energy
Catherine Sullivan
csullivan@commerceenergy.com

BP Amoco, Reg. Affairs Marianne Jones

Alcantar & Kahl

Seema Srinivasan

sls@a-klaw.com

**CPUC** 

501 West Lake Park Blvd. Houston, TX 77079

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

CPUC - DRA Galen Dunham gsd@cpuc.ca.gov

California Energy Market Lulu Weinzimer Iuluw@newsdata.com

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

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

City of Pasadena - Water and Power

Dept. G Bawa

GBawa@cityofpasadena.net

Commerce Energy Blake Lazusso

blasuzzo@commerceenergy.com

County of Los Angeles Stephen Crouch

1100 N. Eastern Ave., Room 300

Los Angeles, CA 90063

Manatt, Phelps & Phillips, LLP

**David Huard** 

dhuard@manatt.com

**Culver City Utilities DGS Crossborder Energy** Tom Beach **Heustace Lewis Henry Nanjo** Heustace.Lewis@culvercity.org tomb@crossborderenergy.com Henry.Nanjo@dgs.ca.gov **Davis Wright Tremaine, LLP** Dept. of General Services Davis, Wright, Tremaine Edward W. O'Neill Judy Pau **Celia Torres** 505 Montgomery Street, Ste 800 judypau@dwt.com celia.torres@dgs.ca.gov San Francisco, CA 94111 **Douglass & Liddell** Douglass & Liddell Downey, Brand, Seymour & Rohwer Dan Douglass Donald C. Liddell Dan Carroll douglass@energyattorney.com liddell@energyattorney.com dcarroll@downeybrand.com Dynegy **Gas Transmission Northwest General Services Administration** Corporation Joseph M. Paul Facilities Management (9PM-FT) **Bevin Hona** 450 Golden Gate Ave. jmpa@dynegy.com Bevin\_Hong@transcanada.com San Francisco, CA 94102-3611 Goodin, MacBride, Squeri, Ritchie & Goodin, MacBride, Squeri, Ritchie & **Hanna & Morton** Day, LLP Day, LLP Norman A. Pedersen, Esq. J. H. Patrick James D. Squeri npedersen@hanmor.com hpatrick@gmssr.com isqueri@gmssr.com **Imperial Irrigation District** Jeffer, Mangels, Butler & Marmaro JBS Energy K. S. Noller Jeff Nahigian 2 Embarcaero Center, 5th Floor P. O. Box 937 jeff@jbsenergy.com San Francisco, CA 94111 Imperial, CA 92251 **LADWP Kern River Gas Transmission Company LA County Metro** Janie Nielsen Julie Close Nevenka Ubavich Janie.Nielsen@KernRiverGas.com closeJ@metro.net nevenka.ubavich@ladwp.com **LADWP** Law Offices of Diane I. Fellman Law Offices of William H. Booth Diane Fellman William Booth Randy Howard P. O. Box 51111, Rm. 1522 diane\_fellman@fpl.com wbooth@booth-law.com Los Angeles, CA 90051-0100 Luce, Forward, Hamilton & Scripps MRW & Associates **Manatt Phelps Phillips** John Leslie Robert Weisenmiller Randy Keen ileslie@luce.com mrw@mrwassoc.com rkeen@manatt.com

**March Joint Powers Authority** 

March Air Reserve Base, CA 92518-

**Lori Stone** 

2038

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Matthew Brady & Associates

matt@bradylawus.com

Matthew Brady

**Julie Morris** 

Julie.Morris@PPMEnergy.com

National Utility Service, Inc.

Jim Boyle

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Ray Welch

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Southern California Edison Co

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**Bob Kelly** 

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Western Manufactured Housing Communities Assoc.

Sheila Day sheila@wma.org

### ATTACHMENT B Advice No. 3960

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 44436-G	SAMPLE FORMS: CONTRACTS, On-Bill Financing Loan Agreement, Form No. 7150 (2/2009)	Revised 42009-G
Revised 44437-G	SAMPLE FORMS: CONTRACTS, On-Bill Financing Loan Agreement for Self Installers, Form No. 7150-A (2/2009)	Revised 42010-G
Revised 44438-G	METER INACCESSIBLE FOR MONTHLY READ, Form 5372W (10/08)	Revised 42501-G
Revised 44439-G	METER INACCESSIBLE FOR MONTHLY READ, Form 6676 (10/08)	Revised 42502-G
Revised 44440-G	TABLE OF CONTENTS	Revised 43792-G
Revised 44441-G	TABLE OF CONTENTS	Revised 44089-G
Revised 44442-G	TABLE OF CONTENTS	Revised 43406-G
Revised 44443-G	TABLE OF CONTENTS	Revised 44431-G

### SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 44436-G LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET NO. 42009-G

SAMPLE FORMS: CONTRACTS On-Bill Financing Loan Agreement	
On-Bill Financing Loan Agreement Form No. 7150 (2/2009)	Т
(See Attached Form)	

(TO BE INSERTED BY UTILITY) 3960 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Feb 13, 2009 DATE FILED Mar 15, 2009 **EFFECTIVE** RESOLUTION NO.



#### ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("Customer") and the undersigned contractor ("Contractor") have contracted for the provision by Contractor to Customer of energy efficiency equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment) set forth in the next paragraph, Southern California Gas Company ("SCG") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and Rule No. 40 (the "Rule"). Contractor shall provide the Work as described in the On-Bill Financing Application ("Application") and any contract between Customer and Contractor, which shall be attached to the Application.

The estimated Loan Balance is set forth below. However, the total cost of the Work as installed, Incentive, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for an on-bill financing loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, SCG shall have no obligation to extend the Loan, as the Work would not meet program requirements. The Adjustment described in this paragraph will be communicated to the Customer and Contractor in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase. Collectively the Application, this Loan Agreement (including any Adjustment hereunder) and the Rule comprise the "Agreement". In the event of any conflict among the foregoing components of the Agreement, the following order of priority shall apply: 1. the Rule; 2. this Loan Agreement; 3.the Application.

SCG shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer and Contractor agree that the Customer and Contractor shall jointly and severally indemnify and hold harmless SCG, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement (subject to the proviso regarding Contractor at the end of this sentence regarding obligations to repay the Loan Balance) or (b) the wrongful or negligent acts of omissions of any party in the conduct or performance of the Work or Contractor's or Customer's duties under the terms of this Agreement; provided, however, that in no event shall Contractor be deemed a co-obligor, surety or guarantor of Customer's obligations to repay the Loan Balance under this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority

to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; (f) all factual information furnished by Customer to SCG is true and accurate; and (g) the On-Bill Financing Program ("Program") was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Checks may be issued directly to the Customer or the Contractor or both, for the benefit of the Customer, as specified below. Customer and Contractor each understand that SCG will not be responsible for any tax liability imposed on the Customer or Contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer and Contractor shall jointly and severally indemnify SCG for any tax liability imposed upon SCG as a result of the transactions contemplated under the Agreement.

Within sixty (60) days of Customer's and Contractor's written confirmation sent to SCG On-Bill Financing Program Administrator at address listed below of completion of the Work, SCG will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts SCG approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is made payable to Customer, Customer shall be responsible to pay the amount thereof to Contractor. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to SCG as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to SCG the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each SCG utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at SCG's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SCG to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer or Contractor at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by SCG on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, Customer agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone number listed on the bill and by sending

written notice to SCG On-Bill Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to SCG against Contractor or Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

\$	\$	\$	\$	Months	<del></del>
Total Cost	Incentive	Loan Balance	Monthly Payment	Term	Number of Payments
Check Made Paya	ble to Contractor	□ <b>\$</b>	Customer	□ \$	
Federal Tax ID or S	Social Security #, Cu	stomer	Federal Tax	x ID or Social Se	ecurity #, Contractor
Southern California	a Company Account	#			
Account Name, Cu	stomer			Name, Cont	ractor
Service Address, C	ustomer			Address, Cor	ntractor
Name and Title of	Authorized Represer	ntative of Customer	Name and Title	of Authorized R	epresentative of Contractor
Signature of Author	orized Representativo	e of Customer	Signature of A	uthorized Repre	esentative of Contractor
	Date			Date	
ACCEPTED: Sou	uthern California G	as Company			
Ву					
SCG On-Bill Finan	cing Program Admir	nistrator		Date	
Address: PO Box 5	513249, Los Angeles	, CA 90051-1249			

### SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 44437-G LOS ANGELES, CALIFORNIA CANCELING Revised 42010-G CAL. P.U.C. SHEET NO.

# SAMPLE FORMS: CONTRACTS On-Bill Financing Loan Agreement for Self Installers Form No. 7150-A (2/2009)

(See Attached Form)

T

(TO BE INSERTED BY UTILITY) 3960 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Feb 13, 2009 DATE FILED Mar 15, 2009 **EFFECTIVE** RESOLUTION NO.



### ON-BILL FINANCING LOAN AGREEMENT FOR SELF INSTALLER

The undersigned customer ("Customer") will obtain and perform energy efficiency equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment) set forth in the next paragraph, Southern California Gas Company ("SCG") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and Rule No. 40 (the "Rule"). Customer shall provide the Work as described in the On-Bill Financing Application ("Application").

The estimated Loan Balance is set forth below. However, the total cost of the Work as installed, Incentive, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for an on-bill financing loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, SCG shall have no obligation to extend the Loan, as the Work would not meet **program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase. Collectively the Application, this Loan Agreement (including any Adjustment hereunder) and the Rule comprise the "Agreement". In the event of any conflict among the foregoing components of the Agreement, the following order of priority shall apply: 1. the Rule; 2. this Loan Agreement; 3.the Application.

SCG shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer shall indemnify and hold harmless SCG, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement or (b) the wrongful or negligent acts of omissions of any party in the conduct or performance of the Work or Customer's duties under the terms of this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other

governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; (f) all factual information furnished by Customer to SCG is true and accurate; and (g) the On-Bill Financing Program ("Program") was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Checks will be issued directly to the Customer. Customer understands that SCG will not be responsible for any tax liability imposed on the Customer or any third party in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify SCG for any tax liability imposed upon SCG as a result of the transactions contemplated under the Agreement.

Within sixty (60) days of Customer's written confirmation sent to SCG On-Bill Financing Program Administrator at address listed below of completion of the Work, SCG will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts SCG approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is less than the amount due from Customer to any third party in respect of the Work, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to SCG as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to SCG the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each SCG utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at SCG's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SCG to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by SCG on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, Customer agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone number listed on the bill and by sending written notice to SCG On-Bill Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to SCG against Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

\$	\$	\$	\$	Months	
Total Cost	Incentive	Loan Balance	Monthly Payment	Term	Number of Payments
Federal Tax ID or	Social Security #, Cu	stomer	Southern C	California Compa	ny Account #
Account Name, Cu	ustomer				
Service Address, C	Customer				
Name and Title of	Authorized Represe	ntative of Customer			
Signature of Author	orized Representativ	e of Customer		Date	
ACCEPTED: Sou	ıthern California Ga	as Company			
Ву					
SCG On-Bill Finar	ncing Program Admir	nistrator		Date	
Address: PO Box	513249, Los Angeles	s, CA 90051-1249			

### SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 44438-G LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET NO. 42501-G

METER INACCESSIBLE FOR MONTHLY READ Form 5372W (10/08)	Т
(See Attached Form)	

(TO BE INSERTED BY UTILITY) 3960 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) DATE FILED Feb 13, 2009 Mar 15, 2009 **EFFECTIVE** RESOLUTION NO.



Time: \_

# UNABLE TO READ GAS METER

Date:

Sa	ife access is required on meter reading
da	ys. Today, we could not read the gas
me	eter because:
_	
ш	The gate was locked (call to give us a key or to get a free lock from The Gas Company).
	A dog was loose in the yard.
	The meter was blocked by:
	Bushes or vegetation covered the meter dials.
	No one was home to provide access.
	Other:
	cause we could not read the meter, u will receive a bill based on estimated
,	

gas usage. To avoid receiving future estimated bills, please call us:

Future Read Dates: The next month's read date is shown on your gas bill. Also, see back of the card for

the days we are scheduled to read the meter.

3/4

30

5/1

30

2

1-800-207-8576

Note: Under California Public Utilities Commission approved Rule 25, you <u>must</u> provide us access to the gas meter

during all reasonable hours.

Southern California Gas Company -- Form 5372W (10/08) c 2009 Southern

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November

7/31

September

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	15 cated	23	24	25	23	22	23	22	20	21	20
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eadi	10 d on o	15	17	18	16	15	16	15	13	11 14	13
2009 Meter Reading Schedule	6 7 8 9 10 11 12 13 14 15 16 17 18 The gas meter will be read on or about the dates indicated below.	41	13	17	15	14	15	14	12	11	12
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Sempra Energy utility®



Scheduled Saturday Read Day is November 21

### SOUTHERN CALIFORNIA GAS COMPANY

Revised CAL. P.U.C. SHEET NO. 44439-G LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHEET NO. 42502-G

METER INACCESSIBLE FOR MONTHLY READ Form 6676 (10/08)	
(See Attached Form)	
	╛

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 3960 DECISION NO.

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) DATE FILED Feb 13, 2009 Mar 15, 2009 **EFFECTIVE** RESOLUTION NO.



Time: \_\_\_

# **UNABLE TO READ GAS METER**

Safe access is required on meter reading

Date: \_\_\_\_

	ys. Today, we could not read the gas eter because:
	The gate was locked (call to give us a key or to get a free lock from The Gas Company).
	A dog was loose in the yard.
	The meter was blocked by:
	Bushes or vegetation covered the meter dials.
	No one was home to provide access.
	Other:
yo gas	cause we could not read the meter, u will receive a bill based on estimated s usage. To avoid receiving future imated bills, please call us:
	1-800-207-8566
	ure Read Dates: The next month's read date is wn on your gas bill. Also, see back of the card for

Note: Under California Public Utilities Commission approved

the days we are scheduled to read the meter.

Rule 25, you <u>must</u> provide us access to the gas meter during all reasonable hours.

Southern California Gas Company -- Form 6676 (10/08) c 2009 Southern California Gas Company. All copyright and trademark rights reserved.

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Scheduled Saturday Read Day is November 21

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(TO BE INSERTED BY UTILITY) 3960 ADVICE LETTER NO. DECISION NO.

ISSUED BY Lee Schavrien Senior Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Feb 13, 2009 DATE FILED Mar 15, 2009 EFFECTIVE RESOLUTION NO.

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Lee Schavrien

Senior Vice President

Regulatory Affairs

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LOS ANGELES, CALIFORNIA CANCELING Revised

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