

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



September 2, 2014

**Advice Letter: 4674-G**

Rasha Prince, Director  
Regulatory Affairs  
Southern California Gas  
555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011

**SUBJECT: Establishment of the Data Request and Release Process for Providing Data to Entities Eligible to Request Access to Energy Data Pursuant to D.14-05-016**

Dear Ms. Prince:

Advice Letter 4674-G is effective as of August 29, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director  
Energy Division



**Rasha Prince**  
Director  
Regulatory Affairs

555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011  
Tel: 213.244.5141  
Fax: 213.244.4957  
*RPrince@semprautilities.com*

July 30, 2014

Advice No. 4674  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Establishment of the Data Request and Release Process for Providing Data to Entities Eligible to Request Access to Energy Data Pursuant to Decision 14-05-016**

**Purpose**

In compliance with Ordering Paragraph (OP) 8 of Decision (D.) 14-05-016, Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) the addition of a new section to its Rule No. 42, Privacy and Security Protections for Energy Usage Data, and two sample forms, applicable throughout its service territory as shown on Attachment A.

The additions incorporate the proposed Data Request and Release Process (DRRP), set forth in Section 8 of D.14-05-016.

**Background**

On May 5, 2014, the Commission issued D.14-05-016 which adopted rules that provide access to energy usage and usage-related data to local government entities, researchers, and state and federal agencies when such access is consistent with state law and the Commission's Privacy Rules. To facilitate this data access, D.14-05-016 adopted the DRRP that SoCalGas, San Diego Gas and Electric (SDG&E), Pacific Gas and Electric (PG&E), and Southern California Edison (SCE) (collectively referred to as the IOUs) must follow to receive and fulfill requests for data covered by D.14-05-016. Among other requirements, OP 8 of D.14-05-016 required the IOUs to file Tier 2 Advice Letters proposing the establishment of the DRRP for the respective utilities.

In order to implement provisions required in D.14-05-016, the IOUs have consulted with each other and with Commission staff to develop a service offering referred to as the Energy Data Request Program (EDRP) that would provide consistent processes and procedures for requesting data.

**Data Request and Release Process**

SoCalGas' EDRP will incorporate the proposed DRRP to its Rule No. 42, Privacy and Security Protections for Energy Usage Data, by adding a new Section 10 as described below.

## **1. Energy Data Request Portal**

Pursuant to D.14-05-016, the IOUs are ordered to make available an “Energy Data Request Portal”<sup>1</sup> (EDRP) on their website that will: 1) receive all requests for data; 2) post details of the data requests; and 3) track the progress and status of utilities’ response to those data requests. SoCalGas will implement a web portal for its EDRP, 90 days after approval of this advice letter per OP 8 of D.14-05-016.

Section 10(a) establishes a central email for third parties to contact SoCalGas under the DRRP that will be consistent across the IOUs. Until 90 days after the effective date of this advice letter<sup>2</sup>, SoCalGas will continue to process third-party requests informally, not subject to the DRRP deadlines.

The Web Portal will also include a data request log that lists data requests made, fulfilled and/or denied, and the status of outstanding requests.

SoCalGas will file quarterly Tier 1 Advice Letters to publicly note the transfer of information, amend its tariffs, as appropriate or needed, and update the data request log.

SoCalGas will adhere to the timelines described in Section 10(b) for receiving and responding to requests for information from third parties.

## **2. Non-Disclosure Agreement and Terms of Service**

Section 10(c) describes the standard Non-Disclosure Agreement (NDA) adopted in D.14-05-016 and is filed herein as Form 8212. This NDA is to be utilized when requesting parties, other than local governments, request energy usage data without customer consent as allowed by OP 12 of D.14-05-016.

Section 10(d) complies with OP 5 of D.14-05-016, in which local governments receiving aggregated and anonymous data do not need to execute an NDA, but must expressly agree to the terms of service specified by executing the acceptance form filed herein as Form 8214.

In addition, local governments are prohibited from submitting multiple, overlapping data requests. SoCalGas, upon review of the requests, may deny transfer of data for said requests that, in its judgment, may overlap with previous requests and may lead to re-identification of customers. SoCalGas does not have access to census block data. Therefore, local governments requesting census block data must provide a list of addresses in the requested census block group.

## **3. Release of Data and the Energy Data Access Committee (EDAC)**

SoCalGas will notify the Executive Director of the Commission of any proposed data transfer through its DRRP. Section 10(e)(1) and (e)(2) include the notification process that will be made to the Commission of pending data requests.

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<sup>1</sup> D.14-05-016, mimeo., at 91.

<sup>2</sup> D.14-05-016, mimeo., at 158, OP 8.

Section 10(f) describes functions of the EDAC. The IOUs will facilitate the establishment of an EDAC in collaboration with the Commission, California Energy Commission (CEC), and Office of Ratepayer Advocates (ORA). The EDAC will be established by November 1, 2014, and will consist of representatives from the utilities, the Commission, ORA, CEC, customer privacy advocacy groups, researchers, and other interested parties.

#### **4. Privacy Rules and Security Controls**

Section 10(g) clarifies that, pursuant to D.14-05-016, nothing in the DRRP authorizes SoCalGas or any party from violating the existing privacy rules in Rule No. 42 and information security laws. Nothing in this process requires or authorizes a utility or a third party to transfer, sell, or license energy data that consists of the utility's intellectual property, trade secrets, or competitively-sensitive data. The transfer, sale or licensing of such intellectual property, trade secrets and competitively-sensitive data will be subject to Commission review and approval consistent with existing Commission rules and orders regarding the sale, transfer or licensing of utility assets.

#### **5. Standardized Data Output and Delivery**

Section 10(h) includes the following standardized data output and delivery points.

- a. Data Output: To the extent possible, standard requests will be fulfilled following standard data formats. All data outputs will be machine readable.
- b. Data Delivery: SoCalGas will implement reasonable administrative, technical and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.

#### **6. Researchers' Qualifications**

Section 10(i) describes the conditions the research project and university researchers should fulfill to receive covered data.

In addition, SoCalGas modifies Rule No. 42 to add the definition of the term "Personal Information" adopted in D.14-05-016 as Section 1(c).

### **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 of this AL, which is August 19, 2014. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is given below.

CPUC Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

A copy of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit ([EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)). A copy of the protest should 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)

### **Effective Date**

SoCalGas believes that this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to General Order (GO) 96-B. SoCalGas respectfully requests that this filing be approved on August 29, 2014, which is 30 calendar days from the date filed, with the tariffs becoming effective 90 days after this approval.

### **Notice**

A copy of this advice letter is being sent to SoCalGas' GO 96-B service list and the Commission's service list in Phase III of R.08-12-009, Smart Grid Technologies. Address change requests to the GO 96-B should be directed by electronic mail to [tariffs@socalgas.com](mailto:tariffs@socalgas.com) or call 213-244-3387. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or by electronic mail at [Process\\_Office@cpuc.ca.gov](mailto:Process_Office@cpuc.ca.gov)

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Rasha Prince  
Director- Regulatory Affairs

Attachments

# 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:

ELC     GAS  
 PLC     HEAT     WATER

Contact Person: Sid Newsom

Phone #: (213) 244-2846

E-mail: SNewsom@semprautilities.com

### EXPLANATION OF UTILITY TYPE

ELC = Electric    GAS = Gas  
PLC = Pipeline    HEAT = Heat    WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 4674

Subject of AL : Establishment of the Data Request and Release Process for Providing Data to Entities Eligible to Request Access to Energy Data Pursuant to Decision 14-05-016

Keywords (choose from CPUC listing): Energy Usage, Privacy

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.14-05-016

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: N/A

Does AL request confidential treatment? If so, provide explanation: No

Resolution Required?  Yes  No

Tier Designation:  1  2  3

Requested effective date: 8/29/14

No. of tariff sheets: 13

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Rule No. 42, Sample Forms and TOCs

Service affected and changes proposed<sup>1</sup>: See Advice Letter

Pending advice letters that revise the same tariff sheets: None

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Ave.,  
San Francisco, CA 94102  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Southern California Gas Company  
Attention: Sid Newsom  
555 West 5<sup>th</sup> Street, GT14D6  
Los Angeles, CA 90013-1011  
[SNewsom@semprautilities.com](mailto:SNewsom@semprautilities.com)  
[tariffs@socalgas.com](mailto:tariffs@socalgas.com)

<sup>1</sup> Discuss in AL if more space is needed.

ATTACHMENT A  
Advice No. 4674

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 50587-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 1	Revised 50346-G
Revised 50588-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 2	Original 48630-G
Revised 50589-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 11	Original 48639-G
Original 50590-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 12	
Original 50591-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 13	
Original 50592-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 14	
Original 50593-G	Rule No. 42, PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA, Sheet 15	
Original 50594-G	SAMPLE FORMS - CONTRACTS, DATA REQUEST AND RELEASE PROCESS, NON-DISCLOSURE AGREEMENT, Form 8212	
Original 50595-G	SAMPLE FORMS - CONTRACTS, LOCAL GOVERNMENTS' TERMS OF, SERVICE ACCEPTANCE FORM, Form 8214	
Revised 50596-G	TABLE OF CONTENTS	Revised 50490-G
Revised 50597-G	TABLE OF CONTENTS	Revised 50358-G
Revised 50598-G	TABLE OF CONTENTS	Revised 49299-G
Revised 50599-G	TABLE OF CONTENTS	Revised 50572-G

PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA

1. DEFINITIONS

- (a) Covered Entity. A “covered entity” is (1) the Utility or any third party that provides services to the Utility under contract, (2) any third party who accesses, collects, stores, uses or discloses covered information pursuant to an order of the Commission, unless specifically exempted, who obtains this information from the Utility, or (3) any third party, when authorized by the customer, that accesses, collects, stores, uses, or discloses covered information relating to 11 or more customers who obtains this information from the Utility.<sup>1</sup>
- (b) Covered Information. “Covered information” is any usage information obtained through the use of the capabilities of Advanced Metering Infrastructure (AMI) when associated with any information that can reasonably be used to identify an individual, family, household, residence, or non-residential customer, except that covered information does not include usage information from which identifying information has been removed such that an individual, family, household or residence, or non-residential customers cannot reasonably be identified or re-identified. Covered information, however, does not include information provided to the Commission pursuant to its oversight responsibilities.
- (c) Personal Information. “Personal information” means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, any other financial information, medical information, or health insurance information. Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (d) Primary Purposes. The “primary purposes” for the collection, storage, use or disclosure of covered information are to:
  - (1) provide or bill for gas,
  - (2) provide for system, grid, or operational needs,
  - (3) provide services as required by state or federal law or as specifically authorized by an order of the Commission, or

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<sup>1</sup> The Commission and its agents, including but not limited to, contractors and consultants are not “covered entities” subject to Rule No. 42 (Rule) because the Commission and its agents are subject to separate statutory provisions pertaining to data.

(Continued)



PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA

(Continued)

1. DEFINITIONS (Continued)

(d) Primary Purposes. (Continued)

(4) plan, implement, or evaluate demand response, energy management, or energy efficiency programs under contract with the Utility, under contract with the Commission, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission.

(e) Secondary Purpose. "Secondary purpose" means any purpose that is not a primary purpose.

2. TRANSPARENCY (NOTICE)

(a) Generally. Covered entities shall provide customers with meaningful, clear, accurate, specific, and comprehensive notice regarding the accessing, collection, storage, use, and disclosure of covered information. Provided, however, that covered entities using covered data solely for a primary purpose on behalf of and under contract with the Utility are not required to provide notice separate from that provided by the Utility.

(b) When Provided. Covered entities shall provide written notice when confirming a new customer account and at least once a year shall inform customers how they may obtain a copy of the covered entity's notice regarding the accessing, collection, storage, use, and disclosure of covered information, and shall provide a conspicuous link to the notice on the home page of their website, and shall include a link to their notice in all electronic correspondence to customers.

(c) Form. The notice shall be labeled "*Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information*" and shall:

- (1) be written in easily understandable language, and
- (2) be no longer than is necessary to convey the requisite information.

(d) Content. The notice and the posted privacy policy shall state clearly:

- (1) the identity of the covered entity,
- (2) the effective date of the notice or posted privacy policy,
- (3) the covered entity's process for altering the notice or posted privacy policy, including how the customer will be informed of any alterations, and where prior versions will be made available to customers, and
- (4) the title and contact information, including email address, postal address, and telephone number, of an official at the covered entity who can assist the customer with privacy questions, concerns, or complaints regarding the collection, storage, use, or distribution of covered information.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Jul 30, 2014  
EFFECTIVE Aug 29, 2014  
RESOLUTION NO. \_\_\_\_\_

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PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA

(Continued)

10. DATA REQUEST AND RELEASE PROCESS (Continued)

(b) Requesting Data (Continued)

(3) Within 15 business days of receiving a complete request for access to energy data from a third party, the Utility will respond by email or in writing regarding whether it is able to grant the request, and provide a proposed schedule for providing the requested data. If the Utility responds that it cannot grant access to the data, it will provide specific reasons for why it cannot provide the data or offer other options for providing data access. At this point, SoCalGas will also notify the requestor whether an information security review (see Section 10.g below) will be required. If the requesting party disagrees with the Utility's rejection of its request for data access or the alternative options offered by the Utility, the third party may bring the dispute for informal discussion before the Energy Data Access Committee (EDAC).

(c) Non-disclosure Agreement. Prior to receiving access to energy data, the requesting party will execute a standard non-disclosure agreement (NDA) (Form 8212) if required by the Utility as directed by D.14-05-016 (Section 7.2). Local Governments are not subject to a non-disclosure agreement.

If a pre-disclosure review of the third party's information security and privacy controls and protections is recommended by the Utility, the recommendations will be published in advance and available on the Utility's website

(d) Terms of Service. Local governments receiving aggregated and anonymous data need not sign a non-disclosure agreement but must accept the following terms of service (Form 8214):

- (1) the party will use the data for the purposes stated in the request,
- (2) the party will not release the data to another third party or publicly disclose the data, and
- (3) prior to the release of any data to a requesting local government, the Utility must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information: i) the purpose identified by the party requesting data; and ii) a description of the data requested and to be released.

(e) Release of Data

(1) The Utility must inform the Executive Director of the Commission via an electronic formal letter of its proposed action simultaneously within the 15-day notification requirement described in Section 10.b.3. The Utility must also send a copy of the letter to the requesting party.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Jul 30, 2014  
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RESOLUTION NO. \_\_\_\_\_

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PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA

(Continued)

10. DATA REQUEST AND RELEASE PROCESS (Continued)

(e) Release of Data (Continued)

(1) No data shall be released to university researchers,\* state or federal government agencies, or local government entities requesting personal identifiable energy usage or usage-related data or census block-level data until four weeks have passed from the date of the letter informing the Executive Director of the Commission of the proposed transfer. The letter shall contain the following information:

- (a) The purpose identified by the party requesting data.
- (b) A description of the data requested and to be released.
- (c) The following contact information: i) name (Individual and organization, if applicable); ii) Address; and iii) phone and email address.

University researchers requesting covered information must meet the qualifications outlined in Section 10.i.

(2) Ongoing Access to Data. A third party requesting ongoing access to data without change in either purpose or data requested, following the initial formal letter to the Executive Director by a utility providing data, no advance letter is needed for subsequent transfers of the same type of data. Instead, both the Utility and the requesting entity shall file a quarterly report identifying the data that it is continuing to send or receive and provide (and update as needed) the contact information listed in this requirement.

(f) The Energy Data Access Committee. The Energy Data Access Committee (EDAC) will meet at least once a quarter for the initial two years, and as necessary thereafter, to review and advise on the implementation of the utilities' energy data access programs, and to consider informally any disputes regarding energy data access and make other informal recommendations regarding technical and policy issues related to energy data access.

(1) If the EDAC recommends against providing access to the data requested by a third party, that party may file a petition with the Commission seeking clarification of access rules. If the Access Committee recommends providing access to the data and a utility declines to follow the recommendation, the Utility should similarly file a petition seeking clarification of Commission policies concerning whether that particular request is consistent with Commission policies and privacy laws.

\*A "university researcher" is any third party that possesses the following qualifications: (a) must be affiliated with a non-profit college or university accredited by a national or regional accrediting agency and the accrediting agency is formally recognized by the U.S. Secretary of Education, and (b) is a faculty member or is sponsored by a faculty member and the researcher and the sponsoring faculty members are responsible for carrying out the terms of the data release and non-disclosure agreement.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
SUBMITTED Jul 30, 2014  
EFFECTIVE Aug 29, 2014  
RESOLUTION NO. \_\_\_\_\_

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PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA

(Continued)

10. DATA REQUEST AND RELEASE PROCESS (Continued)

(f) The Energy Data Access Committee (Continued)

(2) If the requesting party disagrees with the Utility's rejection of its request for data access or the alternative options offered by the Utility, the third party may bring the dispute for informal discussion before the EDAC. If a party does not accept the recommendation of the EDAC, that party maintains full rights to request a formal consideration of the matter by the Commission via the Commission's petition process.

(g) Privacy and Information Security Laws

Nothing in this process requires or authorizes a utility or a third party to violate any existing privacy or information security laws, rules or orders, including the Commission's privacy rules. Nothing in this process requires or authorizes a utility or a third party to transfer, sell, or license energy data that consists of the Utility's intellectual property, trade secrets, or competitively-sensitive data. The transfer, sale or licensing of such intellectual property, trade secrets and competitively-sensitive data will be subject to Commission review and approval consistent with existing Commission rules and orders regarding the sale, transfer or licensing of utility assets.

(h) Standardized Data Output and Delivery

(1) All data outputs will be in standard formats. Data will be accessible in specified formats such as comma-delimited, XML, or other agreed-upon formats. Customized outputs or formats should be avoided. The Energy Data Access Committee can review formats annually to ensure that the utilities are consistent with current technology trends for data sharing formats.

(1) Mechanisms for handling data delivery for request of all sizes in a secure manner should be standardized. To the extent possible, utilities will provide data through the customer data access program adopted in D. 13-09-025. Some requests may be very small and require very little effort to transmit or deliver. Others could be gigabytes in size. In addition, sensitive customer information or other information subject to protections must be transmitted to the third party with reasonable encryption. By standardizing delivery mechanisms, utilities and third parties will provide pre-approved delivery methods for sensitive information, reducing risk as well as the time to transmit and receive the data.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
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PRIVACY AND SECURITY PROTECTIONS FOR ENERGY USAGE DATA

(Continued)

10. DATA REQUEST AND RELEASE PROCESS (Continued)

- (h) Researcher Qualifications. To receive covered data, the research project and the university researcher should fulfill the following conditions:
- (1) Demonstrate that the proposed research will provide information that advances the understanding of California energy use and conservation. Research may include, but is not limited to, analysis of the efficacy of energy efficiency or demand response programs, or the quantification of the response of electricity consumers to different energy prices or pricing structures. In addition, research pertaining to greenhouse gas emissions, the integration of renewable energy supplies into the electric grid, and the analysis of grid operations are also topics vested with a public interest and will advance the understanding of California energy use and conservation. In addition to these research topics, research tied to any energy policy identified in the Public Utilities Code as serving a public purpose is also appropriate.
  - (2) Pursuant to the California Information Practices Act, University of California researchers or researchers associated with non-profit educational institutions that seek data containing personally identifiable information must demonstrate compliance with the provisions of Civil Code § 1798.24(t)(1).
  - (3) The project must be certified to be in compliance with the federal government’s “Common Rule” for the protection of human subjects by an “Institutional Review Board,” as defined in the National Science Foundation’s Code of Federal Regulations 45CFR690: Federal Policy for the Protection of Human Subjects. [For research undertaken by members of the University of California, researchers must demonstrate approval of the project by the CPHS for the CHHSA or an institutional review board, as authorized in paragraphs (4) and (5) of Civil Code § 1798.24(t).] Specifically, the review board must accomplish the specific tasks identified in Civil Code § 1798.24(t)(2).

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(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

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ISSUED BY

**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Jul 30, 2014  
EFFECTIVE Aug 29, 2014  
RESOLUTION NO. \_\_\_\_\_

SAMPLE FORMS - CONTRACTS  
DATA REQUEST AND RELEASE PROCESS  
NON-DISCLOSURE AGREEMENT, Form 8212

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(See Attached Form

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(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Jul 30, 2014  
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RESOLUTION NO. \_\_\_\_\_



# DATA REQUEST AND RELEASE PROCESS NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_ (“Recipient”), and \_\_\_\_\_ (“Southern California Gas Company” or “SoCalGas”) on \_\_\_\_\_ (“Effective Date”) and, if applicable, terminating on \_\_\_\_\_. This Agreement is entered into pursuant to California Public Utilities Commission Decision 14-05-016 (the “Commission Order”) requiring that SoCalGas disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and SoCalGas agree as follows:

1. This Agreement is limited to information and data as identified in Exhibit A, which is in the possession or control of SoCalGas and for which this Commission Order requires an NDA prior to disclosure to a requesting party (hereinafter “Data”). This Agreement applies to such Data, whether conveyed orally or in writing, electronic or other form of media, and whether or not marked as “proprietary,” “confidential,” or “trade secret.” This includes customer-specific billing, credit, or usage information, electricity and/or gas usage information, which has not been publicly disclosed or within the public domain.
2. Protection of Data. In consideration of having access to such Data, and for the purpose specified below in Exhibit B, the Recipient shall hold the Data in strict confidence, and not disclose it, or otherwise make it available to any person, entity or third party without the prior written consent of SoCalGas. The Recipient agrees that all such Data:
  - a. Shall be used only for the purpose(s) as identified by Recipient and described below in Exhibit B; and for no other secondary purpose;
  - b. Shall be used in compliance with all applicable privacy and information security laws and regulations, including, without limitation, California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654-655, 1798 et seq., and 3426-3426.11;
  - c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and SoCalGas, and in conformance with the purpose(s) as identified in Exhibit B;
  - d. Shall, together with any copies, reproductions, documents or other records thereof, in any form created by the Recipient that contain Data be either (1) returned to SoCalGas upon completion of services or work product or (2) destroyed, with signed verification, by Recipient upon completion of services or work product described in Exhibit B; and
  - e. Shall not be used to attempt to re-identify individual customers by combining or comparing the Data with other data either already available to the Recipient or other publically available sources of information.
3. SoCalGas shall provide the Recipient with access to the Data based on the understanding that the Data is needed by Recipient to implement their research/project or other use as explained in Exhibit B.





## DATA REQUEST AND RELEASE PROCESS NON-DISCLOSURE AGREEMENT

4. SoCalGas shall not unreasonably withhold the Data from the Recipient and understands that any such action will impact and potentially hinder the research/project or use.
5. The Recipient agrees that the Data shall be released only to persons or entities involved in the research/project or use set forth in Exhibit B, and the Recipient shall inform all persons or entities who have access to the Data that they are subject to the requirements of this agreement and obtain a certificate from each acknowledging that they agree to comply with this agreement.
6. The Recipient shall take all reasonable security precautions to keep confidential the Data provided by SoCalGas under this agreement. The Recipient is not prohibited from using or disclosing Data: (a) that the Recipient can demonstrate by written records was known to it prior to receipt from SoCalGas; (b) that is now, or becomes in the future, public knowledge other than through an act or omission of the Recipient; (c) that the Recipient obtains in good faith from a third party not bound by confidentiality obligations to SoCalGas; (d) that the Recipient develops independently, for which the Recipient can demonstrate by written records that independent development occurred without knowledge or use of the Data received by SoCalGas; (e) where the Data is not otherwise confidential, and identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified; or (f) when Data is not otherwise confidential, and is used by another party to perform statistical analysis and the underlying data is never disclosed to that party.
7. The Recipient shall take "Security Measures" with the handling of Data to ensure that the Data will not be compromised and shall be kept secure. Security Measures shall mean reasonable administrative, technical, and physical safeguards to protect Data from unauthorized access, destruction, use, modification or disclosure, including, but not limited to:
  - a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
  - b. password protected workstations at Recipient's premises, any premises where Work or services are being performed, and any premises of any person who has access to such Data;
  - c. encryption of the Data; and
  - d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Data including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between Recipient and Utility.



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## DATA REQUEST AND RELEASE PROCESS NON-DISCLOSURE AGREEMENT

8. The Recipient upon the discovery of any unauthorized use or disclosure of the Data shall follow the protocol set forth in Exhibit C and will cooperate in every reasonable way to help SoCalGas and the Commission prevent further unauthorized disclosure or use of the Data.
9. Notwithstanding other provisions of this agreement, Recipient may disclose any of the Data in the event it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory agency of competent jurisdiction. Prior to making such disclosure, Recipient shall provide Utility with no less than 10 days' advance written notice of any such requirement so that Utility may, at its sole discretion, seek a protective order or other appropriate remedy.
10. Recipient may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Utility, which consent shall be at Utility's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Recipient of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
11. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
12. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of [Specify location], California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court in or closest to [Specify location]), and the parties hereby submit to the exclusive jurisdiction of such courts. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
14. Recipient shall be liable for the actions of any disclosure or use by its Representatives contrary to the Commission Order and this Agreement. Except in connection with Recipient's obligations in Section 9 hereof, neither Party shall have any liability to the other for any special, indirect, incidental or consequential loss or damage whatsoever, even if such party has been advised in advance that such damages could occur.



## DATA REQUEST AND RELEASE PROCESS NON-DISCLOSURE AGREEMENT

15. Recipient shall defend and hold harmless Utility and its affiliates, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all losses, causes of action, liabilities, damages and claims, and all related costs and expenses, fines, penalties, or interest, including reasonable outside legal fees and costs, arising out of, in connection with, or relating to Recipient's use, maintenance and/or disclosure of Data.
16. Notwithstanding expiration or termination of this Agreement, the obligations of Recipient under this Agreement to protect or (upon termination, destroy) the Data shall continue in perpetuity.
17. All notices to be given under this Agreement shall be in writing and sent by (a) a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt, (b) facsimile or electronic mail during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on successful transmission by facsimile or electronic mail, or (c) United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

If to SoCalGas:

If to Recipient:

The notice information for each Party set forth above may be changed by such Party upon written notice to the Party, provided that no such notice shall be effective until actual receipt of such notice by the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Neither party shall have any liability to the other for any special, indirect, incidental, punitive, exemplary or consequential losses or damages arising out of this Agreement, including, without limitation, loss of funding, even if such party has been advised in advance that such damages could occur.
19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



# NON-DISCLOSURE AGREEMENT

## Exhibit A

### Requested Information and Data



# NON-DISCLOSURE AGREEMENT

## Exhibit B

### Project/Research Description(s)



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# NON-DISCLOSURE AGREEMENT

## Exhibit C

### Security Breach Protocol

Recipient shall immediately notify the Commission and SoCalGas in writing of any unauthorized access or disclosure of the Data.

- a. Recipient shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Data to prevent recurrence and to return to Utility any copies.
- b. Recipient shall provide the Commission and SoCalGas (i) a brief summary of the issue, facts, and status of Recipient's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Data that may be implicated by the security breach; and (iv) any other information pertinent to SoCalGas' understanding of the security breach and the exposure or potential exposure of the Data.
- c. Recipient shall investigate such breach or potential breach, and shall inform SoCalGas, in writing, of the results of such investigation, and assist SoCalGas (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.
- d. If requested in writing by SoCalGas or by the Commission, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by SoCalGas and in a form as specifically approved in writing by SoCalGas. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Data unless SoCalGas requests Recipient to do so in writing.



# NON-DISCLOSURE AGREEMENT

## Exhibit D

### Non-Disclosure Certificate

I, \_\_\_\_\_, hereby certify that (i) I am an employee, agent or contractor of [specify Recipient's legal name] ("Recipient"), (ii) I understand that access to Data (as defined in the NDA) will be provided to me pursuant to the terms and restrictions of that certain Non-Disclosure Agreement, dated and effective [specify date set forth in introductory paragraph of NDA], by and between [specify Utility's legal name] and Recipient ("NDA"), (iii) I have been given a copy of and have read and understand the NDA, and I agree to be bound by the NDA and all of its terms and restrictions in my capacity as a researcher of Recipient, and (iv) I shall not disclose (other than in accordance with the NDA) to anyone the contents of the Data, or any other form of information, that copies or discloses the Data.

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

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

Organization: \_\_\_\_\_

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

SAMPLE FORMS - CONTRACTS  
LOCAL GOVERNMENTS' TERMS OF  
SERVICE ACCEPTANCE FORM, Form 8214

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(See Attached Form

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(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 4674  
DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Jul 30, 2014  
EFFECTIVE Aug 29, 2014  
RESOLUTION NO. \_\_\_\_\_





# LOCAL GOVERNMENTS' TERMS OF SERVICE ACCEPTANCE FORM

As set forth in Ordering Paragraph 5 and Section 8 of Decision (D.) 14-05-016 of the California Public Utilities Commission, eligible local governments requesting aggregated and anonymous energy usage data pursuant to the Decision must expressly agree to the terms of service set forth below, prior to receiving any such data. By signing this form, the local government listed below acknowledges and agrees to the following terms of service:

1. The local government agrees to use the data for the purposes stated in the request.
2. The local government agrees to not release the data to another third party or publicly disclose the data.
3. Prior to the release of any data to a requesting local government SoCalGas must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:
  - a. The purpose identified by the local government requesting data.
    - i. A description of the data requested and to be released.
4. The local government agrees to immediately notify the Commission and the utility in writing of any unauthorized access or disclosure of the data.
5. The local government agrees to require all agents, contractors, consultants, or other representatives of the local government that are not employees of the local government to agree to and execute the Non-Disclosure Certificate attached to this agreement, and to provide the utility with copies of all such Non-Disclosure Certificates, prior to any disclosure or use of the data by such agents, contractors, consultants or other representatives.
6. The local government agrees to comply with the laws, rules and orders of the California Public Utilities Commission applicable to the release, use and disclosure of the data, including D.14-05-016.

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

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

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

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

Name of Local Government:

On behalf of SoCalGas

\_\_\_\_\_

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

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



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# LOCAL GOVERNMENTS' TERMS OF SERVICE ACCEPTANCE FORM

## Non-Disclosure Certificate

I, \_\_\_\_\_, hereby certify that (i) I am an agent, contractor, consultant or representative of [specify local government's name], (ii) I understand that access to energy usage data will be provided to me by [name of local government] pursuant to the terms and restrictions of that certain "Local Government's Terms of Service Acceptance Agreement" ("Agreement") by and between [name of local government] and [name of utility], dated and effective [date], (iii) I have been given a copy of and have read and understand the Agreement, and I agree to be bound by the Agreement and all of its terms and restrictions in my capacity as agent, contractor, consultant or representative of [name of local government], (iv) I shall not disclose (other than in accordance with the Agreement) to anyone the contents of the data, or any other form of information, that copies or discloses the data; and (v) I agree that [name of local government and name of utility] are third-party beneficiaries of this Non-Disclosure Certificate.

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

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

Organization: \_\_\_\_\_

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

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(TO BE INSERTED BY UTILITY)  
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 DECISION NO. D.14-05-016

ISSUED BY  
**Lee Schavrien**  
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)  
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