

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



July 21, 2015

**Advice Letter 4830**

Ronald van der Leeden  
Director, Regulatory Affairs  
Southern California Gas  
555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011

**Subject: SoCalGas Quarterly Notice on the Energy Data  
Request Program**

Dear Mr. Leeden:

Advice Letter 4830 is effective July 1, 2015.

Sincerely,

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

Edward Randolph  
Director, Energy Division



**Ronald van der Leeden**  
Director  
Regulatory Affairs

555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011  
Tel: 213.244.2009  
Fax: 213.244.4957

*RvanderLeeden@semprautilities.com*

July 1, 2015

Advice No. 4830  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: SoCalGas Quarterly Notice on the Energy Data Request Program**

**Purpose**

In compliance with Ordering Paragraph (OP) 9 of Decision (D.) 14-05-016, Southern California Gas Company (SoCalGas) hereby submits this Advice Letter to notify the California Public Utilities Commission (Commission) of the transfer of information in SoCalGas' Energy Data Request Program (EDRP), from April 1, 2015 to June 30, 2015.

SoCalGas also submits revisions to its Data Request and Release Process Non-Disclosure Agreement, Form 8212, applicable throughout its service territory, as shown on Attachment A.

**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, researcher, 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 a Data Request and Release Process that SoCalGas must follow to receive and fulfill requests for data covered by D.14-05-016. On July 30, 2014, SoCalGas filed a Tier 2 Advice Letter to establish the DRRP through a service offering referred to as the EDRP.<sup>1</sup>

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<sup>1</sup> Advice Letter 4674-G was effective August 29, 2014.

**Information**

SoCalGas initiated its EDRP portal on December 1, 2014 to: 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.

From April 1, 2015 to June 30, 2015, SoCalGas has fulfilled five data requests from local government entities, researchers and/or state and federal agencies, as shown in Attachment B.

More information regarding SoCalGas' energy data and the SoCalGas EDRP can be found at [www.socalgas.com/energydatarequest](http://www.socalgas.com/energydatarequest).

As a result of an ongoing review of its tariffs, SoCalGas identified that a signature block on its Data Request and Release Process Non-Disclosure Agreement, Form 8212, was inadvertently excluded. Form 8212 is revised to include the signature block, as shown in Attachment A.

**Protest**

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date of this Advice Letter which is July 21, 2015. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

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

Copies of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit ([EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)). A copy of the protest shall also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission:

Attn: Sid Newsom  
Tariff Manager - GT14D6  
555 West Fifth Street  
Los Angeles, CA 90013-1011  
Facsimile No. (213) 244-4957  
E-Mail: [snewsom@semprautilities.com](mailto:snewsom@semprautilities.com)

**Effective Date**

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to General Order (GO) 96-B. It is in compliance with Ordering Paragraph 9 of D.14-05-016. Therefore, SoCalGas respectfully requests that it be made effective on July 1, 2015, which is the date of filing.

**Notice**

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list. 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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Ronald van der Leeden  
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) #: 4830

Subject of AL: SoCalGas Quarterly Notice on the Energy Data Request Program

Keywords (choose from CPUC listing): \_\_\_\_\_

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

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: 7/1/15

No. of tariff sheets: 0

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: N/A

Service affected and changes proposed<sup>1</sup>: N/A

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. 4830

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 51719-G	SAMPLE FORMS - CONTRACTS, DATA REQUEST AND RELEASE PROCESS, NON- DISCLOSURE AGREEMENT, Form 8212	Original 50594-G
Revised 51720-G	TABLE OF CONTENTS	Revised 51182-G
Revised 51721-G	TABLE OF CONTENTS	Revised 51714-G

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

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO.    4830  
DECISION NO.    14-05-016

107

ISSUED BY

**Dan Skopec**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED    Jul 1, 2015  
EFFECTIVE    Jul 1, 2015  
RESOLUTION NO.    \_\_\_\_\_



# DATA REQUEST AND RELEASE PROCESS NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_ (“Recipient”), and  
\_\_\_\_\_ Southern California Gas Company \_\_\_\_\_ on  
\_\_\_\_\_ 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 Los Angeles County, 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 Los Angeles County, 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.



# DATA REQUEST AND RELEASE PROCESS NON-DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

**SoCalGas:**

**Recipient:**

Southern California Gas Company

\_\_\_\_\_

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

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

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

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

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

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



# 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: \_\_\_\_\_



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(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 4830  
 DECISION NO. 14-05-016

ISSUED BY  
**Dan Skopec**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Jul 1, 2015  
 EFFECTIVE Jul 1, 2015  
 RESOLUTION NO. \_\_\_\_\_

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The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

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(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 4830  
 DECISION NO. 14-05-016

ISSUED BY  
**Dan Skopec**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Jul 1, 2015  
 EFFECTIVE Jul 1, 2015  
 RESOLUTION NO. \_\_\_\_\_

**ATTACHMENT B**

**Advice No. 4830**

**SoCalGas Quarterly Notice - Energy Data Request Program**

**April 1, 2015 to June 30, 2015**

**Attachment B**  
**SoCalGas Quarterly Notice - Energy Data Request Program**  
**December 1, 2014 to March 31, 2015**

Date Submitted	Type Of Org	Organization	Request Purpose	Requested Data Elements	Request Status	Fulfillment Date
5/20/2015	Local Government	City of Carpinteria	Usage Data and Billing Address if possible.	Data to analyze sector level usage including residential commercial industrial municipal	In Process	
4/23/2015	Local Government	County of San Luis Obispo	Total therms used per year in aggregate for residential and non residential sectors	Aggregate community natural gas use cfox spoke with customer and customer would like to revise his request to include 2014 Community Wide Aggregated Data only	Request Complete	06/22/2015
3/25/2015	Local Government	City of Claremont	Usage data	Therms natural gas used by the following Claremont accounts 1. aggregated R1 residential. Should include single and multifamily owned and rented 2. City municipalaccounts 3. Claremont Unified School District accounts.  Data should be reported for the calendar years 2013 and 2014 and reported quarterly thereafter through the calendar year 2016. This data will be used to track Claremonts participation in the Georgetown University Energy Prize.	Request Complete	05/26/2015
3/9/2015	Local Government	City of Industry	Annual natural gas usage data in therms.	The City of Industry is preparing a climate action plan. The City is compiling data that will be integrated into the greenhouse gas emissions inventory prepared for the CAP. To complete the emissions inventory the City is requesting aggregated natural gas use data for the following years. 1. 2010 2. 2011 3. 2012 4. 2013 5. 2014 and by CEC sector for each of the following land uses. 1. Municipal 2. Residential 3. Retail 4. Commercial 5. Industrial 6. Agricultural.	Request Complete	05/11/2015
3/2/2015	Local Government	City of Calimesa	Annual therm usage data for Non Residential Municipal Accounts Single Family Multi Family	2014 community wide information as previously provided in 2013 below  Non Residential 205245 Municipal Accounts 1857 Single Family 1125476 Multi Family 336851	Request Complete	04/24/2015
2/23/2015	Local Government	City of Westminster	Natural gas usage data in therms.	The City of Westminster is preparing an update to its General Plan. The City is compiling data that will be integrated into the air quality and greenhouse gas emissions inventories. To complete the emissions inventories the City is requesting aggregated natural gas use data for 2011-2014 and by CEC sector for each of the following land uses: Municipal, Residential, Retail, Commercial, Industrial, Agricultural.	Request Complete	05/05/2015