

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 2nd Revised Cal. P.U.C. Sheet No. 280
1st Revised Cal. P.U.C. Sheet No. 280

GAS MAIN EXTENSION AGREEMENT (CALIFORNIA) (FORM 130.0 10/2022)

(See Attached Form)

Advice Letter No. 1266
Decision No. 22-09-026

Issued by
Amy L. Timperley
Chief Regulatory Officer

Date Filed July 1, 2023
Effective July 1, 2023
Resolution No. _____



SOUTHWEST GAS CORPORATION
GAS MAIN EXTENSION AGREEMENT (CALIFORNIA)

FEC NO.	_____
NO. OF PARTICIPANTS	___ OF ___
WR/WO NO.	_____
CASH REPORT NO.	_____
REVISION NO.	_____

1. Parties; Incorporation of Rule No. 15; Amendment; Assignment.

1.1 This is a Gas Main Extension Agreement (“Agreement”), dated _____, between Southwest Gas Corporation (“Southwest”) and _____ (“Applicant”) at mailing address _____.

1.2 The provisions of Rule No. 15 of Southwest’s California Gas Tariff (“Rule No. 15”) on file with the California Public Utilities Commission (“Commission”) are hereby incorporated into this Agreement. A copy of Rule No. 15 is Appendix A to this Agreement.

1.3 This Agreement may be amended only by an instrument in writing executed by all of the parties to this Agreement. Applicant may assign this Agreement and any of Applicant’s rights under this Agreement only with Southwest’s prior written consent.

2. Service Location; Sketch of Requested Extension.

Applicant requests Southwest to install a gas main extension (“Extension”) to the following location: _____ . Appendix B to this Agreement is a sketch of the Extension to be installed.

3. Utilization of Gas Service.

3.1 Gas service to be provided through the Extension is intended to be used for the following purpose(s) (indicate residential, commercial, industrial, and/or other purposes as appropriate): _____.

3.2 Southwest Trench Applicant Trench Gas-only Trench Joint Trench

3.3 Appliances/Equipment to be installed and utilized, and the basis for any **allowance**, are as follows:

<i>Appliance/Equipment</i>	<i>Therms/Year</i>	<i>Allowance</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Southwest’s Total Installed Cost.

Southwest’s total installed cost of the Extension is \$ _____.

5. Non-refundable Discount Option.

For an Eligible Project, Applicant **does or** **does not** opt for the non-refundable discount option, under which Applicant would contribute (on a non-refundable basis) fifty percent (50%) of the **advance**.

6. Applicant Design Option.

Applicant **does or** **does not** opt for the Applicant Design Option contemplated in Rule No. 15.

7. Applicant Installation Option.

Applicant **does or** **does not** opt for the Applicant Installation Option contemplated in Rule No. 15.

8. Payment of Advance.

Applicant shall pay to Southwest, at least _____ days prior to the estimated commencement of construction date of _____, an **advance**, which is Southwest’s total installed cost of the Extension less any **Allowance** for Eligible Projects and less any credit to which Applicant may be entitled due to Applicant **contributions** (e.g., in-kind services). Each Applicant **advance** and **contribution** shall include a tax component based on the multiplier for the Income Tax Component of Contributions and Advances set forth in the Preliminary Statements of Southwest’s California Gas Tariff.

<u>Refundable Advance</u>			<u>50% Non-Refundable Advance</u>		
Total Cost	\$	_____	Total Cost	\$	_____
Contribution		_____	Contribution		_____
Allowance		_____	Allowance		_____
Advance Required		_____	Advance Required		_____
ITCC Tax		_____	50% Discount		_____
Total Due	\$	_____	ITCC Tax		_____
Refundable	\$	_____	Non-Refundable Total	\$	_____

9. Postponement.

In the event Southwest postpones all or any portion of an **advance**, Applicant shall pay to Southwest immediately at the end of the postponement period all postponed amounts less any refund amount(s) for Eligible Projects to which Applicant is then entitled.

Amount: \$ _____ . **End of Period:** _____ , _____ .

10. Refund.

Southwest will refund to Applicant, without interest, the amount of any **refundable advance** stated in Paragraph 8 of this Agreement in accordance with the refund provisions of Rule No. 15 for Eligible Projects.

11. Payment Adjustment; Unsupported Extension Cost.

Applicant may be required to pay to Southwest additional amounts (including any required tax components) in accordance with the Payment Adjustment and Unsupported Extension Cost provisions of Rule No. 15.

12. Ownership; Easements.

12.1 The gas distribution facilities (“Subject Facilities”) will at all times be owned by Southwest.

12.2 If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Southwest’s Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Southwest’s Subject Facilities.

12.3 If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to Section 12.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

13. California Law; Regulatory Jurisdiction.

The laws of the state of California govern the interpretation and enforcement of this Agreement. Further, this Agreement is subject to the jurisdiction of the Commission, and the Rules of Southwest on file with the Commission (to the extent they are applicable and as they may be modified from time to time) are a part of this Agreement.

14. Acknowledgment of Receipt of Copy of Agreement.

Applicant hereby acknowledges receipt of a copy of this Agreement.

15. Additional Terms and Conditions.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect and how such information is used can be found in Southwest’s CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Applicant

Southwest Gas Corporation

By *(please print)* _____

By *(please print)* _____

Title _____

Title _____

Signature _____

Signature _____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 1st Revised Cal. P.U.C. Sheet No. 281
Original Cal. P.U.C. Sheet No. 281

RELOCATION OF GAS DISTRIBUTION FACILITIES AGREEMENT
(CALIFORNIA) (FORM 130.5 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SERVICE AND/OR METER RELOCATION AGREEMENT (California)

- 1.1 This is a Service and/or Meter Relocation Agreement (“Agreement”) dated _____ between Southwest Gas Corporation (“Southwest”) located at _____ and _____ (“Customer”) whose mailing address is _____.
- 1.2 All binding communications concerning this Agreement shall be in writing and shall be delivered to each party at the address shown above or such other address as either party may hereafter specify in writing.
- 1.3 This Agreement may not be amended except in writing and executed by all of the parties hereto.
- 1.4 No assignment of this Agreement shall be binding upon Southwest without its prior written consent.
- 1.5 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. PROPOSED SERVICE ADDRESSES OR LOCATIONS

3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES

- 3.1 Attached hereto as Exhibit A and made a part of this Agreement is a drawing or diagram of the gas distribution facilities (“Subject Facilities”) Southwest proposes to install pursuant to this Agreement.

4. DESCRIPTION OF REQUESTED SERVICE

- 4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): _____
-

5. AGREEMENT CONDITIONS

- 5.1 The Customer is prohibited from building any type of closed structure over the Subject Facilities. If this occurs, the Customer must notify Southwest immediately to have Southwest’s gas line(s) and/or meter relocated at the Customer’s expense.
- 5.2 Encroachment Relocation (must be resolved within 180 days, or service interruption may result).
- 5.3 If Southwest cannot set the meter where the Customer’s gas line(s) enter the structure, the Customer is responsible to ensure qualified technicians plumb the Customer’s gas line(s) to the new meter set location. Repairs or modifications to the Customer’s gas line(s) completed by the Customer and/or plumber require a City or County clearance tag to indicate that the plumbing passed inspection before the meter can be turned on.
- 5.4 Southwest is not responsible: (a) for determining if the Customer’s underground gas line(s) have branches, (b) for determining which appliances will be connected to the new service, or (c) for determining or confirming if a gas meter relocation will eliminate a leak on the Customer’s gas line(s) or appliances.
- 5.5 Southwest is not authorized to work on the Customer’s private gas line(s) or plumbing. Southwest is only authorized to connect to an existing Customer’s gas line(s) at the meter set location. The Customer’s underground gas line(s) may have branches to other appliances (e.g., pool heater, barbecue, etc.). The Customer is responsible to ensure qualified technicians plumb these appliances to the new meter set location and connect to the Customer’s gas line(s) downstream of the meter. The Customer is responsible for all costs associated with house line modifications and testing.
- 5.6 Every effort will be made to maintain natural gas service to the Customer’s premises during construction. Should service be interrupted and the service line and/or meter relocation work is completed, the construction crew will leave a door hanger if the Customer is not at home with instructions to contact Southwest to arrange for a reset and relight.
- 5.7 Southwest requires a minimum of _____ business days to obtain permits, locate utilities, and schedule the work. To determine when your project has been scheduled, please call _____ after 12 noon on the business day following the receipt of a signed Agreement.
- 5.8 Southwest is not responsible for damage that may occur to private water lines, irrigation systems or any other underground facilities and utilities that are not properly marked. Concrete, brick pavers, landscaping, etc. that must be removed and replaced during the course of the relocation process is the responsibility of the Customer. Southwest does not guarantee that the completed work area will be restored to its original condition.
- 5.9 As part of the estimated costs, Southwest may attempt to insert new Southwest-owned gas line(s) into the existing underground service Southwest-owned gas line(s) to minimize trenching.

6. ESTIMATED COSTS

- 6.1 Southwest will relocate the Subject Facilities as described in Exhibit A at an estimated cost of \$ _____ , ITCC tax \$ _____ , contribution required _____ , estimated footage is _____ .
- 6.2 This cost estimate is valid for ninety (90) days from the date of this Agreement.

7. PAYMENT TERMS

- 7.1 Total Due \$ _____ Number of Payments _____
 Monthly Payment Amount \$ _____ Payment Start Date (mm/yyyy) _____
 NOTE: Multiple payment terms may not be available in your area.

- 7.2 Delinquent payments [installment payments not received within thirty (30) days from the scheduled dates] may be subject to a late payment charge as follows:
 \$ _____ Residential Commercial

7.3 Failure to pay the estimated amount will result in discontinuance of gas service and/or collection activity.

8. ESTIMATED DATES OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

- 8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately _____ and will be completed by approximately _____ ("Completion Date"). If however, the actual completion date is more than thirty (30) days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be amended accordingly.

9. COPY OF AGREEMENT

- 9.1 The Customer hereby acknowledges receipt of a copy of this Agreement.

10. OWNERSHIP AND EASEMENTS

- 10.1 The Subject Facilities will at all times be owned by Southwest.
- 10.2 If Customer is the property owner, Customer agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easement and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agree to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.
- 10.3 If Customer is NOT the property owner, Customer hereby agrees: (1) to provide written permission from the property owner(s) allowing Customer to apply for the Subject Facilities and (2) to secure property owner(s) agreement to Section 10.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

11. REGULATORY CHANGES

- 11.1 This Agreement is subject to the jurisdiction of the California Public Utilities Commission ("Commission").
- 11.2 Southwest's Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, but no change in any such Rule occurring after the date hereof shall increase the amount the Customer is obligated to pay.
- 11.3 The laws of the state of California shall govern the interpretation of this Agreement.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest is required to notify California residents of the personal information it collects and the purpose of such collection. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect and how such information will be used can be found on Southwest's website at <https://www.swgas.com/ccpa>.

CUSTOMER

SOUTHWEST GAS CORPORATION

 Please print name

 Customer signature & date signed

 Please print name

 Southwest representative signature & date signed

Title _____

For Accounting Use Only						
ACCOUNTING CONTROL KEY						Amount \$
ORC (4)	RRC (4)	RLC (3)	Acct/WO# (8)	Proj/Prog (4)	C/E (3)	

EXHIBIT A

Name _____ Phone (____) _____

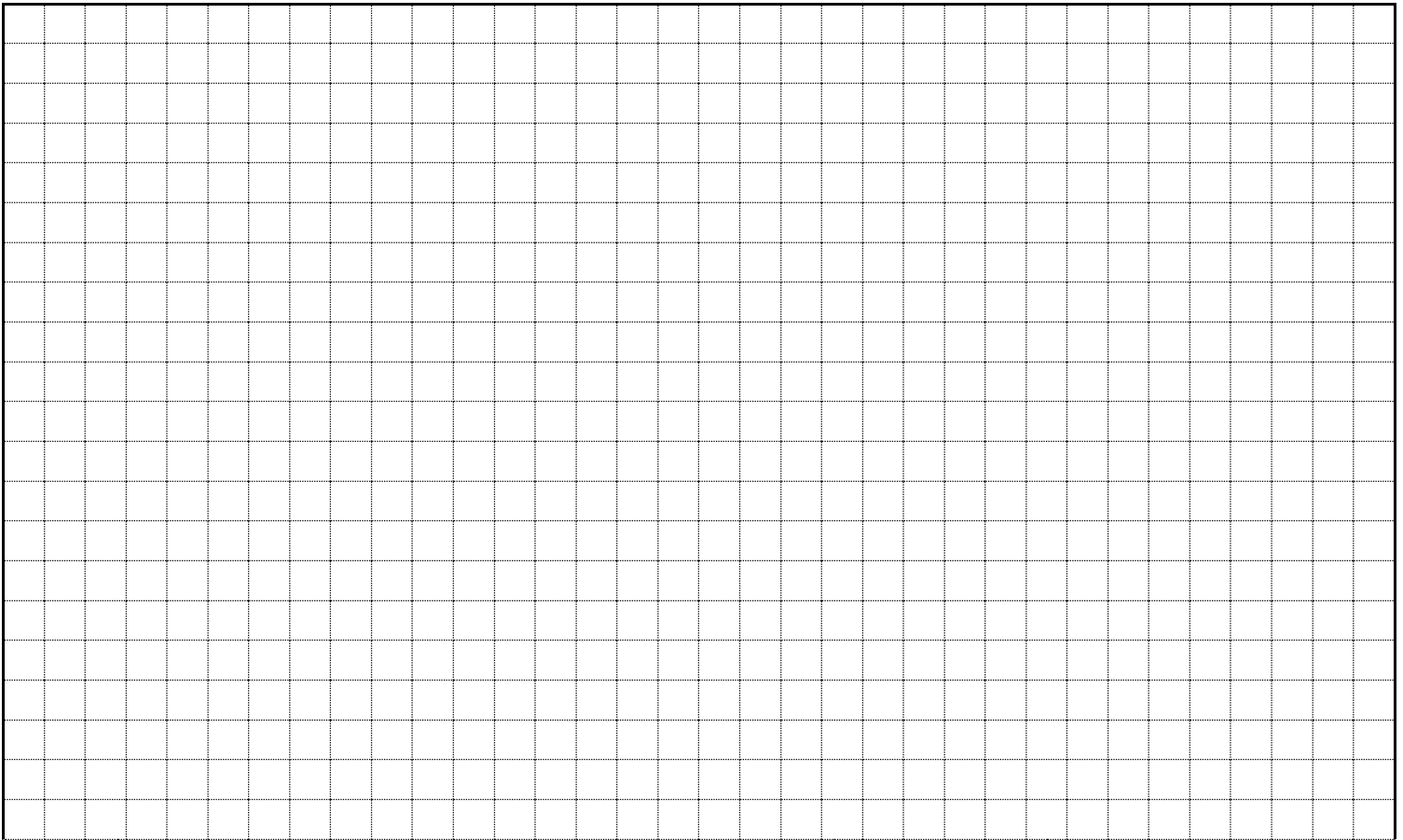
Address _____ Atlas _____

CSS ACT# _____ One Call Ticket # _____

Field Meet Date _____ Time _____ Excavation Permit _____

- Plumber Required
- County Clearance Required
- City Clearance Required
- Excess Flow Valve (Form 338.0)
- Black Top
- Concrete
- Dirt
- Permit Required (City or County)
- Southwest to Trench
- Customer to Trench
- Insert Houseline (if possible)

Comments _____



WR No. _____ Scheduled Date _____

Existing Pipe: Type _____ Size _____ Year Installed _____

New Pipe: Footage _____ Size _____ Meter Location _____

Southwest Technician Signature _____ **Date Signed** _____

**GENERAL REQUIREMENTS ADDENDUM TO CONTRACT FOR
EXTENSION OF GAS LINE (CALIFORNIA) (FORM 130.6 06/2006)**



SOUTHWEST GAS CORPORATION

**GENERAL REQUIREMENTS ADDENDUM TO CONTRACT FOR EXTENSION
OF GAS LINE (CALIFORNIA)**

GENERAL

1. These requirements are general and will be supplemented by operating specifications which include design and specific requirements for each individual project.
2. Applicant shall refer to the person designated as such in Form 130.0 Gas Main Extension Agreement (California) to which this addendum supplements.
3. Southwest Gas Corporation (the Company), at the Applicant's expense, will designate an individual to field inspect 100% of all areas that affect gas pipeline installations.

INDEMNITY

Applicant shall indemnify Company against, and save and hold it harmless from any and all liability, claims, demands, damages, and cost of every kind and nature for injury to or death of any and all persons, including, without limitation, employees or representatives of Company or of Applicant or of any subcontractor or any other person or persons; and for damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of Company or of Applicant or of any subcontractor or of any other person or persons, resulting from or in any manner arising out of or in connection with the performance of the work under this contract. Applicant shall also, upon request by Company and at no expense to Company, defend Company in any and all suits concerning such injury to or death of any and all persons, and concerning such damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including, without limitation, suits by employees or representatives of Company or of Applicant or of any subcontractor or any other person or persons. Excluded from this paragraph are only those injuries to or death of any person or persons, and damage, destruction or loss to or of property arising from the sole negligence or willful misconduct of Company or its employees or representatives.

INSURANCE

Applicant shall, at his/her own expense, subscribe for and maintain in full force and effect during the life of this contract, liability insurance in such amounts as are prudently required to meet the contractual obligations set forth above in Section 1, Indemnity. In no case shall insurance be carried in less than the below minimum amounts, but Company reserves the right to require insurance of higher limits if, in its judgment, the nature of any individual job so requires.

WORKER'S COMPENSATION:

In amounts in conformance with Worker's Compensation Act of the State of California.

EMPLOYER'S LIABILITY:

\$1,000,000 each occurrence.

COMPREHENSIVE GENERAL LIABILITY:

\$1,000,000 Combined Single Limit, each occurrence.

(including Contractual and Automobile Liability with coverage for owned, non-owned, and hired cars covering bodily injury and property damage.)

Company shall be named as Additional Insured with respect to any liability which may ensue as a result of work performed under this contract, and underwriters of the above insurance and any other insurance which may apply to the work herein shall waive their rights of subrogation against Company.

Applicant shall file with Company a certificate or certificates of insurance evidencing the full amount of insurance applicable to its operations under this contract, waivers of subrogation, designating Company as Additional Insured; and further providing that notice be given to Company at least ten days prior to the effective date of any cancellation or material change in the coverage.

Company or its representatives shall at all times have the right to inspect the original or a copy of all said policies of insurance and to require that all such insurance is obtained and is placed with insurance companies that are satisfactory to Company.

LICENSE

The Applicant must be licensed to perform gas pipeline work by The State of California.

MATERIAL

1. Applicant will obtain all material in accordance with Company Material Specifications.
2. Company representatives will have the right, at all times, to inspect all materials.

TOOLS

1. The installing contractor will provide all power and hand tools necessary in completing the project.
2. The Applicant shall use only Company approved tools and equipment while performing polyethylene (PE) heat fusion and/or welding operations.

Form 130.6 (06/2006) 581 Page 1 of 5 - Microsoft Word

IF ACTUAL COPY OF FORM IS REQUIRED, PLEASE NOTIFY COMPANY

Advice Letter No. 864
Decision No. _____

Issued by
John P. Hester
Senior Vice President

Date Filed March 23, 2011
Effective April 24, 2011
Resolution No. _____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 283
Original Cal. P.U.C. Sheet No. 283

SERVICE AGREEMENT (CALIFORNIA) (FORM 130.7 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SOUTHWEST GAS CORPORATION
SERVICE AGREEMENT (CALIFORNIA)

This AGREEMENT, dated _____, _____ is between SOUTHWEST GAS CORPORATION (“Southwest”), located at _____ California _____, and _____, service located at _____ mailing address, _____ (“Applicant”).

1. Service. Southwest agrees to sell and deliver and Applicant agrees to purchase, receive and pay for its natural gas requirements, which are to be used for the purpose of _____

2. Rates. Gas delivered under this Agreement shall be subject to rates approved and made effective by the California Public Utilities Commission (“Commission”). Applicant understands that said rates may change from those in effect at the date of this Agreement.

3. Minimum Purchase Obligation. Pursuant to provisions of Southwest’s filed tariff, if applicable, Applicant agrees, during the term of this Agreement to purchase and pay for a minimum of _____ therms of natural gas for any consecutive 12 months from the date of the contract (“Contract Year Minimum”). If, for any reason, Applicant does not purchase the contract minimum, Applicant shall pay to Southwest upon demand an amount equal to _____ cents per therm for the difference between the volumes purchased and the Contract Year Minimum. At its option, Southwest may require a letter of credit, performance bond or other surety to guarantee bona fide operation of the facility for which service is requested. If, for any reason, Applicant fails to take service or fails to install appliances or equipment agreed to within six months after the completion of any main extension for which allowances have been provided, then Applicant will be obligated to pay an amount calculated by Southwest in accordance with provisions of its Rules as filed with the Commission, based on actual appliances or equipment installed or used.

4. Term. The term of this Agreement shall be for _____ years from the above date. Applicant may, upon 30 days written notice to Southwest, terminate the Agreement subject to any payments which may be due under Applicant’s Minimum Purchase Obligation as set forth in paragraph 3 above.

5. Grant of Easement. Applicant agrees to grant or otherwise provide to Southwest easements and rights-of-way which are adequate, in the opinion of Southwest, to install, maintain, relocate, or remove gas facilities serving applicant.

6. Communications. All communications concerning this Agreement shall be in writing, delivered to the parties at the addresses shown above or such other address as the party may specify.

7. Regulatory Changes. Applicant acknowledges that this Agreement is subject to the jurisdiction of the Commission and to Southwest’s Rules and Regulations on file with the Commission which may be changed from time to time by lawful action of that agency, and that such changes may limit Southwest’s obligations and liability to Applicant.

8. Assignment. No assignment of this Agreement shall be made by Applicant without the written consent of Southwest.

9. California Law. The laws of the State of California shall govern this Agreement.

WHEREFORE, the parties have duly executed this Agreement on the date written above.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect and how it uses such information can be found in the Southwest CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

APPLICANT	SOUTHWEST GAS CORPORATION
By _____	_____
Title _____	_____

APPLICANT-INSTALLATION COST VERIFICATION – STATEMENT OF
REFUNDABLE COSTS FOR APPLICANT-INSTALLATION (FORM 130.16 11/2020)

(See Attached Form)



APPLICANT - INSTALLATION COST VERIFICATION
Statement of Refundable Costs for Applicant - Installation

Project Name: _____

Project Location: _____

Work Order Numbers: _____

Project-Specific Estimate of Refundable Costs for Utility-Installation \$ _____

Applicant-Installed Costs

The information provided in this Statement of Refundable Costs of Applicant-Installation (Statement), Section I, must only include the costs of facilities installed by the Applicant that are refundable and that are normally Southwest Gas Corporation's (Southwest) responsibilities under its California Gas Tariff. The costs provided by the Applicant must be taken from the Applicant's contract with its qualified contractor or subcontractor, unless the Applicant will be performing the work. If the Applicant will be performing the work, the Applicant must provide a verified statement of its estimated refundable costs.

Upon completion of the work, the Applicant's reported costs will be compared with the Utility's estimated installation costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds, in accordance with the provisions of Rule Nos. 15 and 16 of Southwest's California Gas Tariff.

If the Applicant chooses not to provide a Statement of estimated costs, Section II of this form must be completed. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own estimated refundable costs, if applicable), or returns this form indicating that it will not do so, Southwest will not proceed with any work on the Applicant's project.

Applicant's Statement of Refundable Costs include: Trenching, backfilling, street repair, distribution mains, services, valves, regulators, connection fittings, and other related distribution equipment required to complete the extension, as detailed in Rule Nos. 15 and 16 of Southwest's California Gas Tariff.

Applicant's Statement of Refundable Costs do not include: Inspection fees, tie-in of system by Southwest, distribution substructures, or protective structures, as detailed in Rule No. 15 of Southwest's California Gas Tariff.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest is required to notify California residents of the personal information it may collect and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect and how such information is used can be found in Southwest's CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Section I. Applicant's Refundable Installation Cost:

\$ _____

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____ at _____, California.

Print Applicant Name _____

Signed _____

Title _____

Section II. Applicant's Waiver of Election to Provide a Statement of Refundable Costs for Installation

I hereby waive my election to provide to Southwest a Statement of Refundable Costs for Applicant-Installation for this project as taken from my contract with my contractor, or as performed by myself. I acknowledge that Southwest will utilize its estimate of installation costs in determining the refundable costs for this project.

Dated _____ at _____, California.

Print Applicant Name _____

Signed _____

Title _____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 1st Revised Cal. P.U.C. Sheet No. 284.1
Original Cal. P.U.C. Sheet No. 284.1

FACILITY RELOCATION AGREEMENT
(ARIZONA/CALIFORNIA/NEVADA) (Form 130.20 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



FACILITY RELOCATION AGREEMENT (Arizona/California/Nevada)

1. AGREEMENT

- 1.1 This is a Relocation of Gas Distribution Facilities Agreement ("Agreement") dated _____ between Southwest Gas Corporation ("Southwest") located at _____ and _____ ("Requester") whose mailing address is _____.
- 1.2 All communications concerning this Agreement shall be in writing and shall be delivered to each party at the address shown above or such other address as either party may hereafter specify in writing.
- 1.3 This Agreement may not be amended except in writing and executed by all of the parties hereto.
- 1.4 No assignment of this Agreement or of any refunds which may become due hereunder shall be binding upon Southwest without its written consent.
- 1.5 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. PROPOSED SERVICE ADDRESSES OR LOCATIONS

3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES

- 3.1 Attached hereto as Exhibit A and made a part of this Agreement is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install, relocate, and/or abandon pursuant to this Agreement.

4. DESCRIPTION OF REQUESTED RELOCATION WORK

- 4.1 Description of the Subject Facilities to be installed, relocated, and/or abandoned as part of this Agreement:

5. AGREEMENT CONDITIONS

- 5.1 The Requester is prohibited from building any type of structure over Subject Facilities. If this occurs, the Requester must contact Southwest to relocate the gas lines and/or meter at the Requester's expense.
- 5.2 Encroachment relocation (must be resolved by _____, or service interruption may result).
- 5.3 Southwest requires a minimum of _____ weeks to finalize the design, obtain permits, and schedule the work for construction.
Please call _____ at _____ to coordinate construction times and schedules.
- 5.4 Southwest is not responsible for any damage that may occur to any other underground utilities, irrigation systems, etc., that are not properly marked by One Call, Blue Stake, and/or private facility owner.

6. ESTIMATED COSTS

- 6.1 Southwest will relocate the Subject Facilities as described in attached Exhibit A at a total estimated cost of \$ _____.
Estimated Cost \$ _____ + Gross-Up Tax \$ _____ = Total Estimated Cost \$ _____
- 6.2 Southwest will review the final cost approximately ninety (90) days after the Subject Facilities is complete. If the estimated cost paid by Requester is less than the final cost, Requester hereby agrees to pay Southwest the difference of the final cost over the estimated cost within thirty (30) days of presentment of an invoice by Southwest. If the estimated cost is greater than the final cost, Southwest will refund the difference to Requester.
- 6.3 **This cost estimate is valid for ninety (90) days from the date of this Agreement.**

7. PAYMENT TERMS

- 7.1 Requester agrees to pay Southwest, at least five (5) days in advance of the estimated construction date specified in paragraph 8 hereof, the total estimated cost of the Subject Facilities, to which Requester may be entitled. Payment must be received in full before the Subject Facilities can be released for construction.

8. ESTIMATED DATES OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

- 8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately _____ and will be completed by approximately _____ (“Completion Date”). If, however, the actual Completion Date is more than thirty (30) days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be amended accordingly.
- 8.2 Southwest makes no representations, warranties, or promises, either express or implied, with respect to any Completion Date for the Subject Facilities.
- 8.3 Requester hereby acknowledges that the approximate date for Southwest to begin construction of the Subject Facilities is dependent upon receipt of Requester payment set forth in paragraph 7 hereof.

9. COPY OF AGREEMENT

- 9.1 The Requester hereby acknowledges receipt of a copy of this Agreement.
- 9.2 Requester, nor its respective affiliates, directors, officers, employees, agents, or permitted assignees shall disclose to any third party, the terms and provisions of this Agreement without Southwest’s prior written consent; provided, however that the Requester may make such disclosure as required by law, and on a confidential basis, of the terms and provisions of this Agreement to their consultants and attorneys.

10. OWNERSHIP AND EASEMENTS

- 10.1 The Subject Facilities will at all times be owned by Southwest.
- 10.2 The Requester agrees to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation, operation, and maintenance of the Subject Facilities.

11. REGULATORY CHANGES

- 11.1 This Agreement is subject to the jurisdiction of the state Public Utilities Commission (“Commission”).
- 11.2 Southwest’s standard rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, provided that the amended standard rules shall not increase the amount the Requester is obligated to advance or the amount that Southwest may refund thereafter.
- 11.3 State law shall govern the interpretation of this Agreement.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect and how such information is used can be found in Southwest’s CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

WHEREFORE, the parties have executed this Agreement as of the day and year specified in paragraph 1 hereof.

REQUESTER

SOUTHWEST GAS CORPORATION

Please print name

Please print name

Requester signature and date signed

Southwest representative signature and date signed

Title _____

For Accounting Use Only								Amount \$
ACCOUNTING CONTROL KEY								
CO (2)	ORC (4)	RD (4)	FERC (5)	Activity (4)	C/E (4)	WO (12)	Prog/Ref (4)	

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 284.2
_____ Original Cal. P.U.C. Sheet No. 284.2

THIRD PARTY NOTIFICATION PROGRAM (FORM 914.5 - 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



THIRD PARTY NOTIFICATION PROGRAM

As a customer of Southwest Gas, you may elect to participate in the Third Party Notification Program. The Third Party Notification Program is offered at no cost to Southwest Gas residential customers and is designed to help prevent termination of your gas service due to the nonpayment of bills. The Third Party Notification Program is intended to assist customers who may inadvertently overlook paying their Southwest Gas bill due to illness, extended time away from home, or other issues.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you and how we use such information can be found in our CCPA Privacy Policy on our website at <https://www.swgas.com/ccpa>.

How the Third Party Notification Program Works: You may identify anyone you choose as your third party, including relatives, friends, agencies or organizations. The third party you select will receive copies of the monthly billing on your account. In the event your gas bill becomes past due, and your gas service is in jeopardy of being terminated, we will notify your identified third party that prompt action is necessary to avoid termination of your gas service. By designating a third party, you consent to Southwest Gas disclosing all of your account-related data to that third party, including your name, address, contact information, gas usage, billing and payment status.

Before terminating your gas service, Southwest Gas will attempt to contact and advise your third party that your gas service may be terminated. **Your designated third party is not obligated to pay your gas bill or assume responsibility for its payment. You are still responsible for the payment of your gas bill.**

NOTE: Although Southwest Gas will attempt to contact your designated third party regarding the status of your account prior to termination of service, Southwest Gas will not be held liable for any inability to notify your third party or for a third party’s failure to act upon notification.

To participate in the Third Party Notification Program, the form must be **completed and signed by both the customer and the customer’s designated third party**. Southwest Gas will not accept incomplete applications.

For additional information about the Third Party Notification Program or to cancel your participation, please call Customer Assistance at **877-860-6020**.

For information about other special programs, including ratepayer assistance, please visit www.swgas.com.

Retain this top portion for your records and provide a copy to your designated third party.

Return this form to Southwest Gas: Fax: 866-997-9427
Mail: P.O. Box 1498
Victorville, CA 92393-9969
e-mail: customerinfo@swgas.com

Customer Information

Third Party Information

Name (please print)

Name of Third Party to be notified (please print)

Service Address

Mailing Address (if different from service address)

Mailing Address (if different from service address)

City, State, ZIP

Contact Phone

City, State, ZIP

Contact Phone

Third Party Signature

Date Signed

Account Number from Bill

Customer Signature

Date Signed

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 285
Original Cal. P.U.C. Sheet No. 285

CONTRACT FOR INSTALLATION OF NATURAL GAS PIPELINE FACILITIES –
INGRESS AND EGRESS (CALIFORNIA) (FORM 334.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SOUTHWEST GAS CORPORATION
CONTRACT FOR INSTALLATION OF NATURAL GAS PIPELINE
FACILITIES - INGRESS AND EGRESS (CALIFORNIA)

OFFICE USE ONLY	
Mtr. _____	Footage _____
Work Request _____	

Service Address _____ City or Location _____
 Name of Applicant _____ Tract _____
 Mailing Address _____ APN and/or Lot #s _____
 City, State & ZIP Code _____ Email: _____
 Daytime (or) Work Phone _____ Evening (or) Home Phone _____

Type of Service	Rev/Rate	Appliances Agreed To Be Installed	Qty.	Input Cfh Ea.	Total Input Cfh	Main Allowance	Service Allowance
<input type="checkbox"/> Residential	_____	Space Heating	_____	_____	_____	_____	_____
<input type="checkbox"/> Single Family	_____	Water Heating	_____	_____	_____	_____	_____
<input type="checkbox"/> Multifamily	_____	Range	_____	_____	_____	_____	_____
<input type="checkbox"/> Manufactured Home	_____	Clothes Dryer	_____	_____	_____	_____	_____
<input type="checkbox"/> Commercial	_____	Fireplace	_____	_____	_____	_____	_____
<input type="checkbox"/> Industrial	_____	Barbecue	_____	_____	_____	_____	_____
<input type="checkbox"/> Transportation	_____	Pool/Spa	_____	_____	_____	_____	_____
<input type="checkbox"/> Other	_____	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> New Construction						\$	\$
<input type="checkbox"/> Conversion (<input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Electric)							

Applicant will provide trench? Yes No
 If trench is provided for joint use, check all that apply: Cable Telecommunications Electric Other

Notes: _____

Contract Conditions:

- The Applicant, as owner or authorized agent for the owner, hereby requests Southwest Gas Corporation ("Southwest") to install its natural gas pipeline facilities ("Subject Facilities") to and upon the aforementioned premises, in accordance with the provisions of its Rules as filed with the California Public Utilities Commission ("Commission") having jurisdiction over Southwest's operations, and hereby grants to Southwest such rights of ingress and egress as may be necessary or convenient to enable Southwest to install, operate, inspect, maintain, repair and remove meters, gauges, pipelines, fittings and regulators and all other equipment and apparatus which Southwest may elect to install for the purpose of furnishing natural gas service to the aforementioned premises or adjoining premises, or to make a survey of the number and type of appliances and equipment installed on the aforesaid premises.
- The Applicant agrees to install and utilize the natural gas appliances and/or equipment indicated above. The justification of any applicable allowance granted the Applicant is based on the usage of the installed appliances and/or equipment (indicated above). If the appliances and/or equipment (indicated above) for natural gas service are not installed and utilized for residential service within six months or for nonresidential service within three years, Southwest may bill the Applicant for the cost of the Applicant's natural gas service and/or main line installation.
- This Contract shall at all times be subject to such changes or modifications by the Commission as said Commission may from time to time direct in the exercise of its jurisdiction.
- The Subject Facilities will at all times be owned by Southwest. If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities. If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to the foregoing granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect and how such information is used can be found in Southwest's CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

I have been informed by Southwest of the applicant installation and design options whereby the installation and/or design of natural gas pipeline facilities could be performed by a qualified contractor of my choice in accordance with Southwest's design, specifications and requirements.

- I have elected to have Southwest perform the installation. I hereby authorize the installation of natural gas pipeline facilities and agree to pay any cost of installation in excess of the allowable investment of Southwest as defined in its filed rules and regulations.
- I have elected to have Southwest design the installation
- I have elected the applicant design option.
- I have elected the applicant installation option.

<p>APPLICANT</p> <p>_____ (Signature) _____ (Date Signed)</p> <p>_____ <input type="checkbox"/> Owner or Authorized Agent <input type="checkbox"/> Builder (Print Name)</p>	<p>SOUTHWEST GAS CORPORATION</p> <p>_____ (Signature) _____ (Date Signed)</p> <p>_____ (Title)</p>
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SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 1st Revised Cal. P.U.C. Sheet No. 286
Original Cal. P.U.C. Sheet No. 286

PROPOSAL TO PURCHASE AND AGREEMENT FOR TRANSFER OF
OWNERSHIP OF DISTRIBUTION SYSTEMS (CALIFORNIA) (FORM 336.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SOUTHWEST GAS CORPORATION

PROPOSAL TO PURCHASE AND AGREEMENT FOR TRANSFER OF OWNERSHIP OF DISTRIBUTION SYSTEMS (CALIFORNIA)

This Proposal to Purchase ("Proposal") and Agreement for Transfer of Ownership of Distribution

Systems ("Agreement") is entered into _____ day of _____, _____, (month) (year),

by and between _____ ("Utility") (Name of Utility)

and _____ ("Transferor"). (Name of Park or Community Owner)

WHEREAS, Transferor has requested and Utility is offering this Proposal pursuant to Chapter 6.5 of Part 2 of Division 1 of the California Public Utilities Code, "Transfer of Facilities in Master-Metered Mobilehome Parks and Manufactured Housing Communities to Gas or Electric Corporation Ownership," beginning with Section 2791 and Section 2793, in particular, for the transfer of ownership to Utility of Transferor's gas distribution system described in Appendix I, upon the cost arrangements set forth in Appendix II, upon the terms and conditions set forth herein, and upon the additional terms and conditions set forth in Appendix III;

WHEREAS, the facilities which make up Transferor's distribution system determined by Utility to be suitable for the transfer of ownership, include, but are not limited to, pipes, valves, fittings, regulators, meters, and other associated materials (the "Facilities"). Refer to Appendix I for a more detailed description of the Facilities and a description of any additional Facilities which Transferor may be required to install. The Facilities and any additional Facilities installed under this Agreement are referred to collectively as the "System."

WHEREAS, Transferor desires to transfer ownership of the System to Utility, and Utility is willing to accept the transfer of ownership of the System subject to the terms and conditions set forth in this Agreement.

WHEREAS, this Proposal may be accepted by Transferor at any time within ninety (90) days from the date of its receipt by signing and returning it to Utility, along with any required contribution or advance. The Proposal and Agreement may be terminated at any time by Transferor as provided by Public Utilities Code Section 2799(a) upon written notice to Utility;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, Transferor and Utility agree as follows:

1. SYSTEM LOCATION

Transferor desires to transfer ownership of the System located on the property more particularly described as follows:

Address: _____

Legal Description: _____

(Hereinafter referred to as “Project”)

2. LIENS AND ENCUMBRANCES

Transferor represents that Transferor is the sole owner of the System and that no part of the System is subject to any lien or encumbrance of any nature whatsoever including, without limitation, any governmental imposition(s) such as taxes or assessments.

3. RESPONSIBILITIES FOR EQUIPMENT INSTALLATION AND TRANSFER

3.1 Transferor shall be responsible for all construction and equipment replacement activity at Transferor’s expense. This includes, but is not limited to, all trenching and/or excavation, backfilling, compaction, and surface repair, including furnishing any imported backfill material required, and furnishing and installing all pipes, valves, fittings, regulators, meters and substructures required for Project, all in accordance with Utility’s specifications. Utility shall have the sole discretion of determining if construction and equipment replacement is necessary to comply with Public Utilities Code Section 2794. New Facilities subject to this paragraph are set out in Appendices I and II.

3.2 The requirements and estimated cost of all new Facilities are set out in Appendices I and II. Transferor may elect to have Utility perform this work or may have a qualified third party perform the work.

- 3.3 If Transferor elects to have the work performed by a qualified third party and the transfer is unable to be completed within one (1) year from the date Transferor accepts the Proposal, or, regardless of who is performing the work, if the transfer is unable to be completed within that time period, Utility shall have the right to adjust its cost estimate, if necessary, (Appendix II) and its statement of new Facilities required (Appendices I and II).

4. GENERAL ACCESS

Transferor hereby grants to Utility, its successor and assigns, the right of ingress to and egress from Transferor's premises at all reasonable hours for any purpose reasonably connected with the operation and maintenance of the System.

5. RIGHTS-OF-WAY

Where new formal rights-of-way, easements, land leases, or permits are required by Utility for the System on or over Transferor's property, or the property of others, Transferor understands and agrees that Utility shall not be obligated to accept ownership of the System unless and until any necessary permanent rights-of-way, easements, land leases, and permits satisfactory to Utility, are granted to or obtained for Utility without cost to or condemnation by Utility.

6. OWNERSHIP OF SYSTEM

6.1 Upon completion of construction work and installation of any new Facilities, if any, receipt of inspection approval from Utility and authorities having jurisdiction for the inspections, and completion of all financial transactions between Utility and Transferor, Utility shall own, operate, and maintain the System. At such time, title to the System and each and every component part thereof shall immediately pass from Transferor to Utility free and clear of all liens and encumbrances.

6.2 The System will include all Facilities, existing and new, listed in Appendix I. Except as noted in Appendix I, all existing records for the installation, operation, and maintenance of the Facilities listed in Appendix I will be transferred from Transferor to Utility, along with all customer records and information, plus any deposits or other fees held for Utility service including any accrued interest.

7. CONTRIBUTIONS, ADVANCES, AND ALLOWANCES

7.1 **VALUE OF SYSTEM.** Utility, in its sole judgment, shall determine the value of the System, including usable Facilities, and Transferor shall contribute such value to Utility, as specified in Public Utilities Code Section 2793(b)(1). The value of the System is described in Appendix II.

7.2. **INCOME TAX COMPONENT CONTRIBUTION (ITCC).** All contributions and advances by Transferor are taxable and shall include ITCC at the rate provided in the Preliminary Statement of Utility's California Public Utilities Commission-approved tariff schedules, unless otherwise exempted by the Internal Revenue Service.

7.3 ALLOWANCES. Allowances or credits may be granted based on net incremental increases in revenue associated with transfer of ownership of the System, as specified in Appendix I.

8. CONTRIBUTION ADJUSTMENTS

Contributions, advances, and associated ITCC for new extensions served directly from the System may be subject to refund to Transferor, without interest, based upon principles set forth in Utility's Line Extension Rules.

9. EXCESS FACILITIES

If the loads provided by Transferor result in Utility installing Facilities which are in excess of those needed to serve actual loads, and Utility elects to reduce such excess Facilities, Transferor shall pay to Utility its estimated total cost to remove, abandon, or replace its excess Facilities, less the estimated salvage value of any removed Facilities.

10. WARRANTY

During the pendency of Transferor's transfer request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the System and safe and reliable operation of the System in accordance with applicable laws.

During the pendency of Transferor's transfer request, the Transferor shall be liable for injury and damage resulting from operation of the System. After transfer, Utility shall assume responsibility for operation of the System and provision of service to residents of the park or community and shall assume liability for any future injury or damage resulting from operation of the System except with respect to defects known to Transferor and not disclosed to Utility during the transfer of ownership process.

Transferor warrants that all work and/or equipment furnished or installed by Transferor or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by Utility and extend for one (1) year. Should the work develop defects during that period, Utility, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Transferor repair or replace the defective work and/or equipment and, in either event, Transferor shall be liable for all costs associated with such repair and/or replacement. Transferor, upon demand by Utility, shall promptly correct, to the Utility's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

11. HAZARDOUS SUBSTANCES

- 11.1 Transferor shall indemnify and hold Utility and its present and future direct and indirect parent company, affiliates, subsidiaries and their respective directors, shareholders, officers, agents, employees, assigns and successors in interest harmless from and against any and all loss and liability (including without limitation attorney's and expert consultant's fees) to the extent caused by: (a) Transferor's violation of or noncompliance with any Environmental Law; (b) pre-existing conditions at the System location; (c) the release or spill of any pre-existing Hazardous Materials or waste, except to the extent caused by negligence of Utility; or (d) the management and disposal of any soils or groundwater contaminated with pre-existing Hazardous Materials removed from the ground as a result of the work performed for the transfer of the System, including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law of regulation, attorney's fees, disbursements, and other response costs. Transferor agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability, including management and disposal of asbestos pipe wrap and contaminated soils or groundwater. Transferor agrees that Utility may stop work, terminate the work in accordance with this Agreement, redesign the new Facilities for installation in a different location, or take other action reasonably necessary to complete the work without incurring any pre-existing environmental liability.
- 11.2 Utility shall indemnify and hold Transferor and its directors, shareholders, officers, agents, employees, assigns, and successors in interest harmless from and against any and all loss and liability (including attorney's and expert consultant's fees) to the extent caused by: (a) the violation of or noncompliance with any Environmental Law as a result of conditions created by Utility at the System location; (b) the release or spill by Utility or its agents of any non-pre-existing Hazardous Materials or waste; or (c) the management and disposal of any soils or groundwater contaminated with non-pre-existing Hazardous Materials removed from the ground as a result of the work performed by Utility or its agents including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs.
- 11.3 The term "Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, toxicity, or other harmful properties or effects. Hazardous Materials include, without limitation, oil or petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions, and solid or hazardous waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or local Environmental Law (as that term is defined below).

11.4 The term “Environmental Law” means any federal, state, regional or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit or permit condition currently existing or as amended, enacted, issued or adopted in the future which relates in any way to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns (including product safety). Environmental Laws include, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC, Section 9601 et seq.), the Resource Conservation and Recovery Act (42 USC, Section 6901 et seq.), the Carpenter-Presley-Tanner Hazardous Material Account Act (California Health & Safety Code, Section 25300 et seq.), the California Hazardous Waste Control Law (California Health & Safety Code, Section 25100 et seq.), the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.), Porter-Cologne Water Pollution Control Act, as amended (California Water Code Section 1300 et seq.), the Occupational Safety and Health Act (29 USC Section 651 et seq.), the California Occupational Safety and Health Act (California Labor Code Section 6300 et seq.), and any regulations or rules promulgated thereunder.

12. PERMITS AND LICENSES

To the best of Transferor’s knowledge, all permits and licenses required for the installation and operation of the System are in full force and effect.

13. AD VALOREM TAXES

Except as disclosed by Transferor, all taxes or other assessments on or concerning the System for the current tax year and earlier have been paid in full and there are no penalties or delinquency charges owing. The current ad valorem taxes for the tax year in which the System is conveyed shall be prorated as of the date of conveyance. Transferor shall pay to Utility on demand such part thereof as is attributable to the portion of the tax year prior to conveyance of the System.

14. THIRD PARTY CONSENTS

All requisite third party consents to sell, assign, and transfer the System and rights-of-way have been secured.

15. CONDITION OF SYSTEM

To the best of Transferor’s knowledge, the System is in reasonably good operating condition, is capable of providing the end users a safe and reliable source of gas service, complies with the California Public Utilities Commission’s General Orders, is compatible and, in the case of new construction, meets the Utility’s design and construction standards insofar as they are related to safety and reliability. If Transferor elects to have Facilities installed by a qualified third party, Transferor warrants and agrees that Transferor has obtained or will obtain a one (1) year warranty on installation and parts from the contractor and/or supplier of materials, if applicable, which has been or will be assigned to Utility.

16. LITIGATION, PROCEEDINGS, AND CLAIMS

There are no investigations, charges, proceedings, actions, suits, proceedings pending, or overtly threatened, involving tax, third party installation, operation or maintenance costs, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber, or burden the System or the ability of Utility to operate the System, or could result in impairment to or loss of Utility's title to the System.

17. GOVERNMENTAL COMPLIANCE

The System has been operated by or on behalf of Transferor in full compliance with all applicable laws, rules and regulations, including ordinances and codes, of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters, and further including all rulings and orders of the California Public Utilities Commission; and no notice from any governmental body has been served upon Transferor or its agents or upon the System, claiming violation of any law, ordinance, code, rule, or regulation calling attention to the need for any work, repairs, constructions, alterations, or installation on or in connection in any way with the operation of the System with which Transferor has not complied.

18. ASSIGNMENT OF AGREEMENT

Transferor may assign this Agreement, in whole or in part, only if Utility consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of Transferor thereunder. Consent will not be unreasonably withheld. Assignment of the Agreement shall not release Transferor from any of the obligations under this Agreement unless otherwise provided therein.

Utility may assign this Agreement, in whole or in part, only if Transferor consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of the Utility thereunder. Consent will not be unreasonably withheld. Assignment of the Agreement shall not release Utility from any of the obligations under this Agreement unless otherwise provided therein.

19. AGREEMENT TERMINATION

Transferor has the right to terminate this Proposal and the Agreement at any time before the transfer is complete upon notice to Utility, as provided in Public Utilities Code Section 2799. Within 60 days of receipt of Utility's itemized invoice, Transferor shall reimburse Utility for its expenses covering any engineering, surveying, right-of-way acquisition, and other associated work incurred by Utility. If such expenses are greater or less than any contribution or advance made to Utility by Transferor, Transferor shall pay to Utility or Utility shall refund the balance to Transferor, without interest, as the case may be.

20. INDEMNIFICATION

Transferor shall, at its own cost, defend, indemnify, and hold harmless Utility, its present and future direct and indirect parent company, affiliates, subsidiaries, and their respective directors, shareholders, officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Transferor or its contractor and employees, officers or agents of either Transferor or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Agreement.

21. JOINT AND SEVERAL LIABILITY

Where two or more individuals or entities are joint Transferors under this Agreement, all Transferors shall be jointly and severally liable to comply with all terms and conditions herein.

22. NOTICES

Any notice either Transferor or Utility may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered, sent by U.S. registered or certified mail, postage prepaid, sent by U.S. mail, postage prepaid, or sent by telecopy and telephonically confirmed the same day, to the person designated to receive notice for the other party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered, and notices sent by telecopy shall be deemed effective on the day sent (if confirmed as provided below). Notices delivered by registered or certified mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing. Notices delivered by U.S. mail shall be deemed effective three (3) business days after mailing.

TRANSFEROR:

UTILITY:

(entity)

(entity)

(name)

(name)

(title)

(title)

(address)

(address)

(city, state, ZIP code)

(city, state, ZIP code)

23. ADDITIONAL TERMS AND CONDITIONS

Appendix III to this Agreement, if applicable, includes additional terms and conditions associated with Utility acceptance of the transfer of ownership of the System.

24. NOTICE AT COLLECTION

Under the **California Consumer Privacy Act (“CCPA”)**, the Utility is required to notify California residents of the personal information it collects about them and why the Utility collects such information. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information the Utility may collect and how such information is used can be found in the Utility’s CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

25. COMMISSION JURISDICTION

This Agreement is subject to the applicable provisions of Utility’s tariffs, filed and authorized by the California Public Utilities Commission. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

26. INCORPORATION BY REFERENCE

All Appendices or other attachments are incorporated by reference. The terms of this Proposal and Agreement are subject to the terms of Section 2791 et seq. of the Public Utilities Code.

27. SURVIVAL

All representations and warranties made by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Proposal and Agreement shall survive termination.

28. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Utility has issued this Proposal as of the date first written above. Transferor may accept it by signing and returning the Proposal and Agreement to Utility no later than _____
This Agreement shall be binding when signed by Transferor and Utility.

UTILITY:

(Name of Utility)

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

FAX:

TRANSFEROR(S) ACCEPTS UTILITY'S PROPOSAL AS SET FORTH HEREIN AND:

- Elects to have Utility perform the work specified in the Appendices at Transferor's expense. Transferor agrees to advance the costs to Utility pursuant to its standard collectible work agreement, and in accordance with the terms and provisions of that agreement and this Proposal and Agreement. Transferor understands and agrees that the cost estimate given may go up or down, and that Transferor will be responsible for any additional costs or will receive a refund, as applicable.
- Elects to have the work specified in the Appendices performed by a third party at Transferor's expense. Transferor is still responsible for the payment of Utility's inspection expenses and will advance or pay them pursuant to invoices from Utility.

Transferor(s) is/are a: corporation
 general partnership
 limited partnership
 limited liability company
 sole proprietor

TRANSFEROR:

(Name of Entity)

(Name of Transferor or D.B.A.)

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

FAX:

ADDITIONAL SIGNATURES FOR JOINT TRANSFERORS:

Signature: _____
Name of Authorized Individual: _____
Title: _____
Mailing Address: _____

Telephone: _____

Signature: _____
Name of Authorized Individual: _____
Title: _____
Mailing Address: _____

Telephone: _____

UTILITY ACCEPTS THE SYSTEM THIS _____ DAY OF _____ , _____

UTILITY: _____
(Name of Utility)

Signature: _____
Name of Authorized Individual: _____
Title: _____

DATE EXECUTED: _____

<p>FOR UTILITY USE ONLY:</p> <p>Date ownership of system is transferred to Utility: _____</p> <p>Work Order Number _____</p> <p>Associated Work Order Numbers _____</p>
--

APPENDIX I
DESCRIPTION OF SYSTEM

APPENDIX II
COST ARRANGEMENTS

APPENDIX III
ADDITIONAL TERMS AND CONDITIONS

STANDARD RENEWABLE GAS INTERCONNECTION AGREEMENT (SRGIA)

(FORM 913.03 01/2021)

(See Attached Form)

N
N
N

ATTACHMENT A
Renewable Gas Interconnect Fact Sheet



SOUTHWEST GAS CORPORATION

Renewable Gas Interconnect Fact Sheet (CALIFORNIA)

Contact Southwest Gas Corporation for additional information and submit completed forms at the following email address: KeyAccountManagement@swgas.com

Please provide the following information regarding your potential project or expansion.

SECTION 1 - PROJECT AND CONTACT INFORMATION

COMPANY NAME: _____

COMPANY TYPE: Corporation Limited Liability Company General Partnership Limited Liability Partnership
 Limited Partnership Government Agency Other

COMPANY MAILING ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

COMPANY EMAIL ADDRESS: _____

COMPANY WEBSITE: _____

PROJECT NAME: _____

TAX ID: _____

BILLING ADDRESS: _____

CONTACT NAME: _____

CONTACT TITLE: _____

CONTACT TELEPHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

LOCATION OF PROJECT

Street address or intersection of cross-streets, city and county. If in undeveloped territory without streets, section range township, or GPS latitude/longitude coordinates:

ANTICIPATED START DATE, END DATE AND EXPECTED DURATION OF YOUR PROJECT IN YEARS

START DATE of COMMERCIAL OPERATIONS: _____

END DATE of COMMERCIAL OPERATIONS: _____

EXPECTED DURATION IN YEARS: _____

FORECASTED OPERATING PROFILE

24 hours/day, 7 days/week 8 hours/day, 5 days/week
 Other, please specify your forecasted working hours and days: _____

Is there seasonal operation? Yes No

If yes, please explain: _____

FORECASTED MAXIMUM FLOW

Standard cubic feet per hour compliant gas delivery (Scf/h): _____

FORECASTED MINIMUM FLOW

Standard cubic feet per hour compliant gas delivery (Scf/h): _____

PRESSURE REQUIREMENTS OR LIMITATIONS FOR YOUR FACILITY AND/OR EQUIPMENT

Requirements or limitations in pounds-per-square-inch gauge (psig): _____

Explain the basis for the limitation: _____

None

SOURCE OF GAS SUPPLY

Renewable Gas Yes No

Dry Gas Zone Oil-associated Liquefied Natural Gas

Dairy Farm Waste Water Treatment Plant Non-Hazardous Land Fill Other

Additional Comments: _____

API Number (If Applicable): _____

Attach Site Drawings and/or Aerial Map of Project Site

SECTION 2 -ANTICIPATED GAS QUALITY

Please provide the list of gas constituents and compositions of the gas prior to gas-processing (raw gas) and after gas-processing (Renewable Gas Rule 22 compliant gas), if available. Analysis should include all applicable gas quality parameters in Renewable Gas Rule 22.

Analysis Date:					
List of Gas Constituents					
	Gas Constituent Name	Units	Expected Composition in Raw Gas	Expected Composition in Processed Gas	Notes
1	Methane	mole %			
2	Ethane	mole %			
3	Propane	mole %			
4	i-Butane	mole %			
5	n-Butane	mole %			
6	i-Pentane	mole %			
7	n-Pentane	mole %			
8	Hexane +	mole %			
9	Carbon Dioxide	mole %			
10	Nitrogen	mole %			
11	Oxygen	mole %			
12	Hydrogen Sulfide	ppm _v			
13	Total Inert Compounds	mole %			
14	Heating Value (Gross)	BTU/scf			
15	Wobbe Number				
16	Delivery Temperature	degrees F			
17	Hydrocarbon Dew Point	degrees F			
18	Water Content	lbs/MMscf			
19	Total Sulfur (1)	grains S/100scf (ppm _v)			
20	Mercaptans (2)	ppm _v			
21	Sulfides (3)	ppm _v			

22	Tetrahydrothiophene	ppm _v			
23	Siloxanes	mg Si/m ³			
24	Ammonia	mole %			
25	Hydrogen	mole %			
26	Mercury	mg/m ³			
27	Biologicals (4)	count/scf			

(1) This includes COS and CS₂, hydrogen sulfide, mercaptans, and mono di and poly sulfides.

(2) Speciated, e.g., methyl mercaptans, ethyl mercaptans, butyl mercaptans, propyl mercaptans

(3) Speciated, carbonyl sulfide, dimethyl sulfide, dimethyl disulfide

(4) APB: Acid-producing Bacteria, SRB: Sulfate-reducing Bacteria, IOB: Iron-oxidizing Bacteria

Only complete those fields applicable to the source of raw product gas or feedstock gas for the project.

Analysis Date:					
List of Gas Constituents					
	Biogas Source	Gas Constituent Name	Units	Expected Composition in Raw Gas	Expected Composition in Processed Gas
21	Landfill	Arsenic	mg/m ³		
22	Landfill, Publicly Owned Treatment Works (POTW)	p-Dichlorobenzenes	ppm _v		
23	Landfill, Dairy, POTW	Ethylbenzene	ppm _v		
24	Landfill, Dairy	n-Nitroso-di-n-propylamine	ppm _v		
25	Landfill, POTW	Vinyl Chloride	ppm _v		
26	Landfill	Antimony	mg/m ³		
27	Landfill	Copper	mg/m ³		
28	Landfill	Lead	mg/m ³		
29	Landfill	Methacrolein	ppm _v		
30	Landfill, Dairy, POTW	Toluene	ppm _v		

SECTION 3 - RAW PRODUCT GAS OR FEEDSTOCK GAS SURVEY

What is the source of the gas? _____

What is the composition of the source (solids/liquids)?

For animal waste gas, what is the animal feed composition and what is applied (hoof and skin conditioning, cleaning), ingested or injected to the animal? Is it consistent or controlled?

What pesticides are used at the facility?

What chemicals are used or in contact from collecting, moving and processing of the waste?

What are the min/avg/max gas production rates (pre-processed gas) (in thousand standard cubic feet per day (MScf/d))?

PRE-PROCESSED GAS

	MScf/d Minimum	MScf/d Average	MScf/d Maximum
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

How does it vary overtime?

What are the minimum, average and maximum gas sales rates (processed gas)?

PROCESSED GAS

	Minimum MScf/d	Average MScf/d	Maximum MScf/d
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

How does it vary over time on a daily or seasonal or ambient condition or other basis, hour by hour?

Is any part of the gas coming from another site? Yes No

If yes, please complete a Biogas Survey for each site.

If yes, list each site and the flow rates (or percentage) of the total at this meter.

Briefly describe the digestion process or attach a copy of the process flow diagram or schematic drawing showing the flow path of the gas generating equipment with the operating conditions (pressure in psig, temperature in degrees Fahrenheit, flow rate in MScf/hour or day).

What chemicals or treatments are added to this process?

What process prevents bacteria and pathogens from entering the sales gas stream?

Briefly describe your gas treatment and gas processing or attach a copy of your process flow diagram or schematic drawing showing the flow path of the gas through processing equipment.

What process is used to remove CO₂ and/or H₂S, Sulfur? _____

What process is used to reduce the water content? _____

What process is used to reduce the hydrocarbon dewpoint? _____

What other solvents, solids and processes are being used on the gas stream? _____

What process is used to prevent solid/liquid carryover into the gas stream? _____

What process is used to remove siloxanes? _____

Have there been any contaminants measured in the gas, air/emission, solid and liquid stream at the facility?

Yes No If yes, please list results and the test frequency.

What parameters or monitoring equipment are used to control the gas quality limits?

Please list the treatment chemicals used in digestion, gathering pipelines or processing equipment, identify their purposes, and attach MSDS sheets if available.

Chemical	Manufacturer	MSDS Attached?	Purpose	Where & How Added?
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Completion of this form does not constitute an agreement to provide services. Neither Southwest Gas Corporation's publication nor verbal representations thereof constitutes any statement, recommendation, endorsement, approval or guaranty (either express or implied) of any product or service. Moreover, Southwest Gas Corporation shall not be responsible for errors or omissions in this publication, for claims or damages relating to the use thereof, even if it has been advised of the possibility of such damages.

(END OF ATTACHMENT A)

ATTACHMENT B
Services Agreement and Attachments

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is made and entered into as of the latest signature date in the signature block of this Agreement ("Effective Date") by and between **Southwest Gas Corporation**, a California corporation ("Utility"), and **[Company]** (the "Company").

RECITALS

WHEREAS, Utility is a public utility regulated by the California Public Utilities Commission ("CPUC") providing gas service to end-use customers within California.

WHEREAS, the Company is a sponsor of a renewable gas project and/or has an interest in Utility's ability to receive and redeliver additional renewable gas supplies on its gas utility system.

WHEREAS, the Company desires to explore a Utility interconnection, and the Utility agrees to perform services with respect thereto (the "Services"), all upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

SECTION 1 - SERVICES

1.1. Retention. Company hereby retains Utility to provide the Services, upon the terms and conditions set forth in this Agreement.

1.2. Scope of Services. The Services to be performed by Utility shall consist of the following tasks to this Agreement, including (check all that apply), as detailed in the applicable Attachment:

- Attachment A - Interconnection Screening Study (___),
- Attachment A1 - Preliminary Engineering Study (___),
- Attachment A2 - Detailed Engineering Study with Optional Long Lead Material Procurement (___),
- Attachment - A3 Pipeline Blending Exception Study (___)

Unless Company has in place as of the Effective Date a valid and effective Interconnection Screening Study, the parties must (a) execute, and each party must satisfy its obligations with respect to Attachment A before Company can contract for Attachment A1, and (b) execute Attachment A1 before or concurrent with Company's contracting for Attachment A2. Further, (x) Company may execute Attachment A3 at any time after the parties have executed an Attachment A providing Company funding for an Interconnector Screening Study consistent with Attachment A3 Services, and (y) the parties must enter into a Confidentiality Agreement, the form of which is attached hereto as Attachment B, prior to Utility performing any Services pursuant to this Agreement. Each Attachment only becomes effective upon execution by both Company and Utility.

No construction work shall be included or done pursuant to this Agreement.

1.3. Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until the completion of the all Services selected under Section 1.2 above.

SECTION 2 - COMPENSATION AND EXPENSES

2.1. Compensation. An estimate of Utility's fees and all other applicable costs to be billed by Utility to Company under this Agreement are set forth in each applicable Attachment to this Agreement. In any event, Company shall be liable for the actual costs of the Services, which may be higher than the estimated costs. Actual costs shall include the actual Services rendered and all related costs incurred, and shall include permit or other fees or charges, procurement, indirect costs and overheads, carrying costs, and any related income or other tax liability thereon.

2.2. Payment. Upon execution of this Agreement, Attachment A, and Attachment B (Confidentiality Agreement), Company shall make payment to Southwest Gas Corporation for the Services in the amount specified in Attachment A within thirty (30) days. Upon execution of any additional Attachment (as further described in Section 1.2), Company shall make payment to Southwest Gas Corporation for Services in the amount specified in such Attachment(s) within thirty (30) days. Any amount billed by Utility to Company subsequent to the initial payment shall be paid by Company within twenty (20) days after receipt of Utility's invoice to the address set forth in Section 8 below.

2.3. Change Orders. Any change to the Services shall be in writing (a "Change Order") and signed by Company and Utility. If Company issues any request for a change in the Scope of the Services or the time of completion of the Services beyond those tasks described in the Services and not identified as a Change Order, but which Utility considers to be a Change Order, then Utility shall notify Company in writing and the parties shall mutually decide whether such a change in the Services or the time of completion of the Services constitutes a Change Order, which increases or decreases the Scope of the Services and increases or decreases the cost to Utility of performing the Services. If Utility issues a Change Order that results in an increase or decrease in the cost of the Services, then an adjustment shall be made to the total compensation and/or the time of completion of the Services. All written Change Orders shall become a part of this Agreement. Utility may refrain from any additional work until Company has paid such additional amount as set forth above.

2.4. Payroll Taxes. Social security, federal, and other applicable taxes shall not be withheld from payments made to Utility.

SECTION 3 - INFORMATION AND OWNERSHIP

3.1. Confidential Information. During the term of this Agreement, either party may have access to and become acquainted with confidential information and trade and business secrets of the other. Treatment of this information by both parties is set forth in the Confidentiality Agreement, the form of which is attached hereto and incorporated herein as Attachment B of this Agreement (the "Confidentiality Agreement").

3.2. Ownership and Use; Limits on Liability. Notwithstanding the above, any and all material and information prepared, accumulated or developed by Utility, any subcontractor or their respective employees, including, without limitation, documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples (hereinafter, collectively "Work Product"), shall remain the property of Utility when prepared or in process, whether or not delivered to Company. Utility hereby grants to Company an unrestricted royalty-free license to use, copy, and distribute any Work Product furnished by Utility to Company under this Agreement, subject to the terms specified in the Confidentiality Agreement. The Work Product provided by Utility hereunder is intended to meet or exceed all generally accepted industry standards for this type of work; however, except as may otherwise be set forth in the applicable Attachment(s), Utility makes no warranty or representation about the fitness, suitability, reliability, availability, timeliness or accuracy of Work Product or Services for any purpose. The Work Product will be done using information and assumptions at one point of time and which are subject to change at any time that could change the results or analysis reflected in Work Product. Estimates of costs may not cover all environmental costs or other unforeseen costs, or costs resulting from changes to laws, rules and regulations governing the Services herein. Therefore, except as may otherwise be set forth in the applicable Attachment(s), Utility does not warrant the Services or Work Product for any use and specifically disclaims any liability for any subsequent use of the Work Product, or any part thereof, by Company. Except as may otherwise be set forth in the applicable Attachment(s), no warranty of any kind is or will be included as part of the Services and all express and implied warranties, including any warranties of merchantability, and/or fitness for a particular purpose are specifically disclaimed. With the exception of claims solely arising from the gross negligence or intentional misconduct by Utility that occurs while performing the Services, Company will not hold Utility liable or responsible in any way for any losses, damages, claims, costs, expenses or other obligations it incurs, or may incur, arising out of or related to Company's use of, or reliance on, any part of the Services, Work Product or other information provided by Utility hereunder.

SECTION 4 - STATUS

The relationship between Utility and Company hereunder is and at all times during the term of this Agreement shall be that of independent entities. Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

SECTION 5 - ATTORNEYS' FEES

Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid by the losing party to the prevailing party.

SECTION 6 - SUPERVISION AND COORDINATION

During the term of this Agreement, each party shall appoint a representative who will be authorized, empowered and available to act for and on behalf of each to implement the terms and conditions of this Agreement.

SECTION 7 - DISPUTES

Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after a reasonable period of time of good faith negotiation may be submitted to the CPUC for resolution.

SECTION 8 - NOTICES

Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Company: [Contact Information To Be Supplied]
Mailing Address:

If to Utility: [Contact Information To Be Supplied]
Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone, or email to the telephone numbers and email addresses for the representative appointed pursuant to Section 6 above set out below, but must be immediately followed up by a written notice sent pursuant to the first paragraph of this Section 8:

If to Company: [Contact Information To Be Supplied]
Telephone Numbers:
Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:
Email Address:

Either party may change the notice information in this Section 8 by giving notice within five (5) business days prior to the effective date of the change.

SECTION 9 - SUCCESSORS AND ASSIGNS

This Agreement may be not be assigned by either party without the written consent of the other party. Consent to assignment will not be unreasonably withheld, conditioned, or delayed.

Company shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing its renewable gas project. Company will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Company shall require that upon any exercise of remedies by the financing party, the entity substituted for Company shall have an equal or greater credit rating as Company and have the legal authority and operational ability to satisfy the obligations of Company under this Agreement.

Either party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning party.

Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a party to this Agreement and shall undertake all rights and responsibilities under this Agreement.

Any attempted assignment that violates any of the requirements of this Section 9 is void and ineffective.

SECTION 10 - APPLICABLE LAW

The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to its choice of law provisions.

SECTION 11 - WAIVERS

The failure or delay of either party to exercise or enforce at any time any of the provisions of this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce each and every provision of the Agreement and shall not otherwise affect the validity of this Agreement.

SECTION 12 - SEVERABILITY

If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision shall become inapplicable and shall be deemed omitted from this Agreement. Such determination shall not, however, in any way invalidate the remaining provisions of this Agreement.

SECTION 13 - ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and its Attachments constitute the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes any prior written or oral understanding or agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended, altered, or supplemented

in any way except by an instrument in writing, signed by the duly authorized representative of the parties that expressly references this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of Effective Date.

Southwest Gas Corporation

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Attachment A - Interconnection
Screening Study Services Agreement Between
_____ and _____
Effective _____**

Utility will provide the Company with a report that provides a preliminary non-binding analysis of the nearest Utility pipeline that has Takeaway Capacity to accommodate Company's requested maximum hourly injection volume / flow rate as described below and the Takeaway Capacity of the Utility pipeline closest to the same location specified below (the "Services").

Utility proposes to analyze the impact on its gas transmission system of receiving _____ thousand Standard cubic feet per day (MScfd) on a ratable 1/24th hourly basis of new supply at _____, California, on a Displacement and/or an Expansion basis.

The findings will not constitute a proposal by Utility. Utility will not have performed a specific site or route evaluation or estimated any costs for the Company's project.

Utility urges the Company to enter into a Preliminary Engineering Study with Utility to develop a preliminary engineering cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, Utility does not recommend that the Company use this screening study for any other purpose, including any substantive planning or other decisions regarding the cost or viability of its project, except to further evaluate site(s) potentially suitable for additional Interconnection Screening Study(ies) and/or Preliminary Engineering Study(ies). Any use by the Company is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the Utility's assumptions, parameters, limitations and identifies the nearest pipeline that has Takeaway Capacity to accommodate Company's maximum injection volume/flow rate, a preliminary pipeline route and length for interconnection to Utility's pipeline system and the then-current maximum allowable operating pressure and, if available, operating pressures of the existing Utility pipeline system receiving Gas from the Receipt Point and the Takeaway Capacity for the closest Utility pipeline to the Receipt Point will be provided to the Company.

The estimated cost to perform the Services is \$_____. Utility will complete the analysis within ___ business days after receipt and Utility posting of Company's payment, if applicable.

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in Utility's Tariff Rule No. 22.

Accepted and agreed to by their respective authorized representatives:

Southwest Gas Corporation

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Preliminary Engineering Study - Attachment A1
Services Agreement effective _____

Utility will provide the Company with a report that provides a Preliminary Engineering Study ("PES") requested by the Company for construction of necessary facilities as described below (the "Services") following completion of an Interconnection Screening Study for the same location and less than or equal to the maximum volume / flow rate that will be the basis for this PES.

Utility proposes to analyze the impact on its gas transmission system of receiving _____ minimum, _____ average, and _____ maximum, thousand Standard cubic feet per day (MScfd) on a 1/24th ratable hourly basis of new supply at _____, California, on a () Displacement and/or an () Expansion Receipt Point Capacity basis and identify any system improvements necessary to accept this new supply.

The cost estimate calculated by Utility will include, but not be limited to, land acquisition, site development, right-of-way, metering, gas quality, permitting, regulatory, environmental, unusual construction costs, and, if applicable, operating and maintenance costs for any facility improvements, accurate to +100% / -50% based on a site visit and route evaluation for the Company's project. The findings and estimate will not constitute a proposal by Utility. Utility will not have performed a specific site or route evaluation for the Company's project in the development of this estimate. Other service costs associated with construction of the Interconnector's Facility that are not part of already offered services could include, but not be limited to, engineering, consulting, contracting, construction costs, and environmental studies.

Utility's construction costs continue to rise with increasing costs of labor and materials. Since the PES is developed using average historical project cost data, it is highly likely that the actual construction costs for the Company's particular project will vary significantly from the PES. Utility urges the Company to retain the services of a third-party engineering construction firm or enter into a Detailed Engineering Study with Utility to develop a more accurate construction cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, Utility does not recommend that the Company use the PES for any other purpose, including any substantive planning or other decisions regarding the cost or viability of its project, except to further evaluate Company's project via a Utility Detailed Engineering Study. Any use by the Company is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the results of Utility's analyses, identifies the study parameters, assumptions, limitations and the estimated construction costs of any facility improvements, evaluates whether the Interconnection Screening Study identified pipeline system has sufficient physical Takeaway Capacity to safely accommodate Company's specified maximum volume / flow rate on a ratable 1/24th hourly basis, Utility pipeline routing recommendation using Utility's rights-of-way, identification of the then current maximum allowable operating pressure and, if available, the operating pressures of the Utility's receiving pipeline system and potential pipeline route obstructions as determined by the Utility's physical observations will be provided to the Company.

The estimated cost to perform the Services is \$_____. Utility will complete the analysis within _____ business days after receipt and Utility posting of payment.

Preliminary Engineering Study - Attachment A1
Services Agreement effective _____

Payment in full of the estimated cost of the Services is required upon execution of an Attachment A1 to proceed with the analysis. The Company will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Company at the completion of the project for any difference between the actual costs and this estimate.

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in Utility's Tariff Rule No. 22.

Accepted and agreed to by their respective authorized representatives:

Southwest Gas Corporation

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Detailed Engineering Study with Optional Long Lead
Material Procurement - Attachment A2**

Per Company's written request, Utility will provide the Company with a report that provides either a Detailed Engineering Study ("DES") or a Detailed Engineering Study with Long Lead Material Procurement requested by the Company for construction of necessary facilities as described below (the "Services") following completion of or in combination with an Attachment A1 - Preliminary Engineering Study.

Utility proposes to analyze the impact on its gas transmission system of receiving _____ thousand Standard cubic feet per day (MScfd) of new supply at _____, California, on a Displacement and/or an Expansion Receipt Point Capacity basis. Utility's analysis will identify any system improvements necessary to accept this new supply.

A cost estimate for any facility improvements, accurate to +50% / -30%, will be calculated and may also be generated at the following levels of Utility design to lesser accuracy standards, (1) if applicable, at 30% level for long lead material items, (2) 60% level and (3) at Issued for Construction level, based on the Company's estimated completion date.

The findings and estimate will not constitute a proposal by Utility unless and until the Utility and Company enter into a Renewable Gas Interconnection and Operating Agreement to perform the Services herein.

The DES will (1) describe all costs of construction, (2) develop complete engineering construction drawings, (3) prepare all construction and environmental permit applications and right-of-way acquisition requirements and (4) if elected in this Attachment A2 above, include Utility long lead material procurement.

A report that summarizes the results of Utility's analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Company, including, but not limited to, identifying the pipeline route using Utility rights-of-way for interconnection to the Utility system, and obstructions in the pipeline route, if applicable, as determined by Utility's physical observation, land acquisition, site development, right-of-way, metering, gas quality, permitting, regulatory, environmental, unusual construction costs and, if applicable, operating and maintenance costs for any facility improvements. Other service costs associated with construction of the Interconnector's Facility that are not part of already offered services could include, but not be limited to, engineering, consulting, contracting, construction costs, environmental studies.

The estimated cost to perform the Services is \$_____. Utility will complete the analysis upon the later of within _____ business days after Utility's receipt and posting of payment and Company's provision of all necessary design parameters, such as an agreed upon footprint for the Utility Facilities.

Payment in full of the estimated cost of the Services is required upon execution of a Services Agreement and this Attachment A2 to proceed with the analysis. The Company will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Company if additional funding is anticipated to be required beyond the then current cost estimate to continue Utility's work and at the completion of the project for any difference between the actual costs and the final estimate.

**Detailed Engineering Study with Optional Long Lead
Material Procurement - Attachment A2**

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in Utility's Tariff Rule No. 22.

Accepted and agreed to by their respective authorized representatives:

Southwest Gas Corporation

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pipeline Blending Exception Study - Attachment A3
Services Agreement dated _____

Consistent with Section L of Utility's Renewable Gas Interconnection Rule No. 22 ("RGIR"), Utility will evaluate, pursuant to Section L.1. and L.3 of the RGIR, Company's blending study request made pursuant to Section L.2 of the RGIR (attached hereto as Exhibit 1), as further described below (the "Services").

Utility shall report its findings pursuant to Section L.4 of the RGIR.

Utility's findings are subject to Section L.5 of the RGIR.

The estimated cost to perform the Services is \$_____. Utility will complete the analysis within _____ business days after receipt and Utility posting of Company's payment.

Payment in full of the estimated cost of the Services is required upon execution of an Attachment A3 to proceed with the analysis. The Company will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Company if additional funding is anticipated to be required beyond the then current cost estimate to continue Utility's work and at the completion of the project for any difference between the actual costs and this estimate.

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in the RGIR.

Accepted and agreed to by their respective authorized representatives:

Southwest Gas Corporation

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pipeline Blending Exception Study - Attachment A3
Services Agreement dated _____

Exhibit 1 to Pipeline Blending Exception Study - Attachment A3

RGIR Section L.2. -- Interconnector Blending Study Request

- a. Desired interconnect location(s) on the Utility System
- b. Maximum and minimum flow rates, including seasonal variations, if appropriate
- c. Maximum concentrations of all Constituents listed within the RGIR
- d. Maximum and minimum Heating Value and Wobbe Index
- e. Ability of Company to accept limits on flow rates
- f. Reason for request
- g. Information collected from Interconnection Request

ATTACHMENT B TO SERVICES AGREEMENT CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and entered into effective as of [date] (“Effective Date”) by and between [Company name], a [state, entity type] located at [address] (“Company”), and Southwest Gas Corporation, a California corporation, located at 8360 S. Durango Dr., Las Vegas, NV 89113 (“Utility”). Company and Utility are sometimes referred to individually as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants herein, and the disclosures to be made in connection herewith, the Parties agree as follows:

1. Company is considering engaging in developing a _____ (“Project”) that would connect with Utility’s gas pipeline system in California and wishes to discuss with Utility certain aspects of the Project and the possible future relationship of the Parties concerning the Project (the “Subject Matter”). Because of the competitive nature of the Project and the Subject Matter, which may be discussed by the Parties concerning the Project, the Parties agree to keep all Subject Matter identified in writing as “Proprietary Information” confidential in accordance with the terms of this Agreement. “Proprietary Information” shall mean “trade secrets” defined in the Uniform Trade Secret Act of California or “critical energy infrastructure information” as defined in 18 CFR § 388.113(c) (“Critical Energy Infrastructure Information”), unless it poses a serious safety risk. For the purposes of this Agreement, the Party receiving Proprietary Information from the other Party in connection herewith is the “Receiving Party,” and the Party providing Proprietary Information to the other Party hereunder is the “Disclosing Party.” Any information designated by a Party as Proprietary Information, if in tangible form, must be marked clearly as “Proprietary Information”; or if communicated orally, it must be identified in writing as “Proprietary Information” in reasonable detail within five (5) business days after disclosure. This Agreement does not require either Party to disclose any particular “Proprietary Information,” or to disclose it in any particular form or format. No representation is made that any Proprietary Information disclosed is free from error, or suitable for any use or purpose. Company understands that, as a California public utility company, Utility is obligated to provide service in a non-discriminatory manner and this Agreement in no way prevents, restricts or limits Utility’s discussions or relationships with other companies considering other projects other than not disclosing the Proprietary Information of Company.

2. Except as otherwise provided in this Agreement, no part of the Proprietary Information may be disclosed or delivered to third parties or used by the Receiving Party for any purpose other than for the purpose stated in Paragraph 1 above, without the prior written consent of the Disclosing Party, which may be refused. Except as authorized in writing by the Disclosing Party, the Receiving Party shall not copy, disclose, or use the Disclosing Party’s Proprietary Information or any part thereof and shall return to the Disclosing Party or destroy (with such destruction to be certified in writing by an authorized officer of the Receiving Party), upon the Disclosing Party’s request, all Proprietary Information provided by the Disclosing Party in tangible form, and all copies, photographs, reproductions, and all other duplications thereof, including any summaries, extracts and other information derived from the Proprietary Information, regardless of the form of media. Notwithstanding the foregoing sentence, no later than the expiration or earlier termination of this Agreement, and without any obligation of Utility to make a request therefor, Company shall return or destroy (with such destruction to be certified in writing by an authorized officer of

Company) any and all Critical Energy Infrastructure Information (and all copies, photographs, reproductions, and all other duplications thereof, including any summaries, extracts and other information derived from the Critical Energy Infrastructure Information, regardless of the form of media) provided or otherwise made available to it by Utility.

3. The Receiving Party shall take all reasonable measures to prevent unauthorized disclosure of the Proprietary Information and shall restrict access to the Proprietary Information to those Representatives who have a need to know in the course of their duties; provided, however, that if the Receiving Party finds it necessary for the purpose set forth in Paragraph 1 above to disclose any Proprietary Information to a Representative that is not directly employed by, or is not a director or officer of, the Receiving Party, such Representative shall first agree in writing to comply with the provisions of this Agreement. For purposes of this Agreement: (a) "Representative" means, with respect to a Party, such Party's Affiliates, and the directors, officers, employees, subcontractors, vendors, agents, and/or advisors of such Party or its Affiliates; (b) "Affiliate" means any company or legal entity which (i) controls, either directly or indirectly, a Party, or (ii) is controlled directly or indirectly by such Party, or (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party; and (c) "control" means the right to exercise fifty percent (50%) or more of the voting rights in the appointment of the directors or similar representatives of such company or entity. Notwithstanding anything to the contrary set forth in this Agreement, each Party shall be responsible for any breach of this Agreement by its Representatives.

4. Notwithstanding any of the other provisions herein, Utility will not disclose any Proprietary Information disclosed pursuant to this Agreement to any of its Affiliates not regulated by the California Public Utility Commission ("CPUC"), if applicable, without the prior written consent of Company.

5. All Proprietary Information disclosed hereunder shall be and remain the exclusive property of the Disclosing Party. This Agreement shall not be construed to grant to the Receiving Party any license or other rights to the Proprietary Information except as specifically noted herein.

6. The obligations set forth in this Agreement shall not apply to information that the Receiving Party can establish is:

- a. Information which is in the public domain as of the Effective Date, or which later enters the public domain from a source other than the Receiving Party;
- b. Information which the Receiving Party has written evidence of knowing prior to the execution of this Agreement;
- c. Information which the Receiving Party receives from a bona fide third party source not under any obligation of confidentiality;
- d. Information approved for release by the Disclosing Party in writing; and/or
- e. Information, which is required by law (including, without limitation, court order or governmental agency subpoena) to be disclosed. If either Party or any of its

Representatives is required by applicable law, regulation or legal process (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Proprietary Information of the other Party provided to it under this Agreement, such Party or its Representative shall promptly notify the other Party of such requirement so that it may seek an appropriate protective order or elect, in its sole discretion, to grant a waiver of compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder within a reasonable time after such notice, a Party or any of its Representatives is, in the reasonable opinion of such Party, compelled to disclose any Proprietary Information, then the disclosing Party may disclose only such of the Proprietary Information to the person compelling disclosure as is required by law. The Party being forced to disclose any Proprietary Information will provide all commercially reasonable assistance to enable the other Party to obtain a protective order or other reliable assurance that the Proprietary Information will be accorded confidential treatment. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, Utility may without providing notice thereof to Company disclose Confidential Information to regulatory agencies with jurisdiction over Company and their staffs, including, but not limited to, the CPUC.

f. Either Party may disclose, without providing notice thereof to the other Party, to any governmental entity (including, without limitation, a court) or its representatives or other persons as required by such entity, the tax treatment and tax structure of any transaction arising at any time in connection with this Agreement or related hereto, as well as all materials provided to either Party of any kind (including opinions or other tax analyses) relating to the tax treatment or tax structure of such transaction.

7. If the Receiving Party breaches or defaults in the performance of any of its covenants contained herein or violates any of the restrictions set forth herein, the Disclosing Party shall be entitled to all remedies available at law or in equity. The Parties acknowledge that the Proprietary Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of each Party and its Representatives are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Agreement by either Party, the Disclosing Party shall be entitled to seek an injunction limiting or preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

8. If either Party employs attorneys (in-house and/or outside counsel) to enforce any rights arising out of or related to this Agreement, the prevailing Party in such matter (as determined by the court) shall be entitled to receive its reasonable attorneys' fees, costs and disbursements.

9. The term of this Agreement shall begin on the Effective Date and continue for period of two (2) years from the date of the last disclosure of Proprietary Information in connection herewith; provided, however, that if the Parties enter into a Standard Renewable Gas Interconnection Agreement (Form No. 913.03) with respect to the Project, the term of this Agreement shall continue for a period of two (2) years from the date of Release to Operations (as such term is defined in such Standard Renewable Gas Interconnection Agreement).

10. Neither this Agreement, nor the disclosure of Proprietary Information under this Agreement, nor the ongoing discussions and correspondence by the Parties regarding the Subject Matter of this Agreement, shall constitute or imply any promise or intention to make any purchase or use of the services, products, facilities, real property or other assets of either Party, or any commitment by either Party with respect to any other present or future arrangement. If, in the future, the Parties elect to enter into binding commitments relating to any of the matters stated herein, they must be stated in a separate executed written contract by the Parties.

11. The Parties agree that Proprietary Information shall not include, and the Parties shall not provide to each other, customer-specific information or "personal information" as defined in California Civil Code Section 1798.140(o).

12. This Agreement shall be governed by and construed under the laws of state the California, without reference to any principles on conflicts of laws. 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 San Bernardino, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Central District of California), and the Parties hereby submit to the exclusive jurisdiction of such courts.

13. Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If To Company: [Contact Information To Be Supplied]

Mailing Address:

If To Utility: [Contact Information To Be Supplied]

Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone or email to the telephone numbers and email addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section 13:

If to Company: [Contact Information To Be Supplied]

Telephone Numbers:

Email Address:

[Contact Information To Be Supplied]

If to Utility:

Telephone Numbers:

Email Address:

Either Party may change the notice information in this Section 13 by giving notice within five (5) Business Days prior to the effective date of the change.

14. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions, communications and agreements, both oral and written. This Agreement shall not be amended or modified except by an agreement

or amendment in writing signed by both Parties, and shall not be modified by course of performance, course of dealing, or usage of trade. No waiver of any right under this Agreement shall be deemed a subsequent waiver of the same right or any other right. To be effective, any waiver of the provisions hereof shall be in writing. Neither Party may assign (by operation of law or otherwise) any of its rights or obligations hereunder without the prior written consent of the other Party. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

The authorized signatories of the Parties have executed this Confidentiality Agreement as of the Effective Date.

[Company Name]

Southwest Gas Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(END OF ATTACHMENT B)

ATTACHMENT C
Standard Renewable Gas Interconnection
Agreement

ID: _____

**STANDARD RENEWABLE GAS
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWEST GAS CORPORATION
AND
[INTERCONNECTOR NAME]**

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**STANDARD RENEWABLE GAS INTERCONNECTION
AGREEMENT**

This STANDARD RENEWABLE GAS INTERCONNECTION AGREEMENT ("Agreement"), dated and effective as of [DATE] ("Effective Date"), is entered into by and between [INTERCONNECTOR NAME] ("Interconnector"), a [STATE, ENTITY TYPE], and Southwest Gas Corporation ("Utility"), a California corporation. Interconnector and Utility may also be referred to individually as a "Party" and jointly as the "Parties."

RECITALS

- A. Interconnector owns or otherwise controls, or may hereafter own or otherwise control, Renewable Gas from the Conditioning or Upgrading Facilities, which is or will be capable of being physically delivered to the Interconnection Point on the Utility System within the State of California.
- B. The Parties desire to enter into this Agreement to set forth the terms for the design, construction, installation, and operation of the facilities necessary to enable Interconnector to access the Utility System for the delivery and receipt of Interconnector's Renewable Gas at the Interconnection Point.

NOW, THEREFORE, in consideration of the promises and mutual undertakings set forth below, Utility and Interconnector agree as follows:

**SECTION I
SCOPE OF AGREEMENT AND TERM**

- (a) Scope. This Agreement sets forth the terms and conditions under which Utility will accept Renewable Gas from Interconnector's Facilities into the Utility System at the Interconnection Point, including the design, construction, installation, and operation of the Utility Facilities.
- (b) Transportation. This Agreement does not provide for, or address in any way, any right of Interconnector to receive transportation services on the Utility System. Utility provides transportation services pursuant to its applicable rules, schedules, tariffs, and agreements.
- (c) Hinshaw Exemption. Utility is exempt from FERC jurisdiction under the Hinshaw Exemption in the Natural Gas Act (15 U.S.C. §717(c)). Utility shall not be required to take any action under this Agreement, including entering into any contracts with third parties delivering Renewable Gas from Interconnector's Facilities to the Utility System, which for any reason jeopardizes or, in Utility's sole opinion, could raise a question regarding Utility's retention of its Hinshaw Exemption. Utility shall notify Interconnector in a timely manner should Utility become aware that any action under this Agreement jeopardizes its Hinshaw Exemption. Utility shall make a good faith effort to allow Interconnector an opportunity to take such actions as are necessary to assist Utility in addressing any Hinshaw Exemption issues. The cost of mitigating any actual or potential impact on Utility's Hinshaw Exemption related to this Agreement shall be borne by Interconnector. Nothing in this Section 1(c), however, shall be deemed to limit Utility's right to terminate this Agreement in accordance with Section 15(a)(i)(G).
- (d) Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect for a primary term of [_____()]¹ years unless terminated earlier as provided in

¹ The primary term of this Agreement must equal 20 years unless another primary term is mutually agreed to by each Party in its sole discretion prior the execution of this Agreement.

Section 15(a)(i). After the primary term, this Agreement shall automatically continue without the need for any additional documentation in one (1) year terms thereafter unless terminated earlier as provided in Section 15(a)(i).

SECTION 2 **DEFINITIONS**

For purposes of this Agreement, the following terms when used herein shall have the meaning set forth below. In the event of a conflict between any definition in this Agreement and a similar definition described in Utility's Gas Rule No. 22, the definition in Utility's Gas Rule No. 22 shall be used.

"AGA" means American Gas Association.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Applicable Laws and Regulations" means all duly promulgated federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, judicial or administrative orders, permits, tariffs and schedules, and other duly authorized actions of any Governmental Authority, as may be amended from time to time, that are applicable to, impact, or affect this Agreement or the Parties (or either of them).

"Balancing Agreement" means an agreement that sets forth the terms and conditions governing the treatment of operational imbalances (the actual physical deliveries of Gas less Gas quantities that are scheduled to be delivered) at the Interconnection Point for all Gas delivered by the Interconnector to Southwest Gas at the Interconnection Point.

"British Thermal Unit" or "Btu" has the meaning set forth in Utility's Gas Rule No. 22.

"Business Day" means a calendar day except for Saturdays, Sundays, and weekdays when the CPUC's offices are closed, due either to a State holiday or an unscheduled closure (e.g., an emergency or natural disaster), and shall be between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Prevailing Time).

"Conditioning or Upgrading Facilities" has the meaning set forth in Utility's Gas Rule No. 22.

"CPUC" means the Public Utilities Commission of the State of California, including any successor regulatory body.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Eligible LC Bank" means either a U.S. commercial bank, or a foreign bank issuing a Letter of Credit through its U.S. branch; and in each case the issuing U.S. commercial bank or foreign bank must be acceptable to Utility in its sole discretion and such bank must have a credit rating of at least: (a) "A-, with a stable designation" from S&P and "A3, with a stable designation" from Moody's, if such bank is rated by both S&P and Moody's; or (b) "A-, with a stable designation" from S&P or "A3, with a stable designation" from Moody's, if such bank is rated by either S&P or Moody's, but not both, even if such bank was rated by both S&P and Moody's as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies.

"FERC" means the Federal Energy Regulatory Commission, including any successor regulatory body.

"Force Majeure Event" has the meaning set forth in Section 17(k).

"Gas" has the meaning set forth in Utility's Gas Rule No. 22.

"Gas Rules" means any numbered gas rule filed as a tariff and approved by the CPUC for Utility, as such Gas Rules may be revised, amended, restated or reissued from time to time. Gas Rules shall include any applicable tariffs and terms defined in the Gas Rules or tariffs. The Gas Rules are available on Utility's

website.

"Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a

significant portion of the gas industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with accepted industry practice, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

"Governmental Authority" (or "Governmental Authorities") means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over this Agreement or either or both of the Parties, their respective facilities, or their respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that the term Governmental Authority does not include Interconnector.

"Guarantor" has the meaning set forth in Section 16(d).

"Guaranty" has the meaning set forth in, and includes any replacement Guaranty provided pursuant to, Section 16(d)(i).

"Hazardous Waste" means waste material or conditions and includes the definition of hazardous waste set forth in the California Health and Safety Code, Section 25117, as may be revised from time to time.

"Interconnect Capacity" has the meaning set forth in Utility's Gas Rule No. 22. The Interconnect Capacity shall be [_____] unless changed by the written mutual agreement of the Parties.

"Interconnection Point" has the meaning set forth in Utility's Gas Rule No. 22, and is further described in Exhibit A.

"Interconnector" means the non-utility entity named in the first paragraph of this Agreement.

"Interconnector Affiliate" means any partnership, corporation, association, limited liability company, or other legal entity that directly or indirectly controls Interconnector. As used in this definition, "controls" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Interconnector, whether through ownership of voting securities, by contract interest, or otherwise.

"Interconnector's Facilities" has the meaning set forth in Utility's Gas Rule No. 22, and is further described in Exhibit A.

"Interconnector Parties" means Interconnector's agents, representatives, suppliers, contractors, subcontractors, and other individuals or entities, which (a) must be qualified by Utility in accordance with its then-existing business practices, and (b) are utilized by Interconnector in performing any of the work pursuant to Exhibit F.

"Interconnector Test" has the meaning set forth in Section 6(b)(vii).

"ITCC" means the Income Tax Component of Contribution as described in Southwest Gas' Tariff Preliminary Statement, Section 13 - Income Tax Component of Contributions and Advances, as may be revised from time to time.

"Letter of Credit" means an irrevocable, non-transferable standby letter of credit, in form and substance satisfactory to Utility in its sole discretion and provided that the issuer must be an Eligible LC Bank on the date of issuance.

"MAOP" means the then-current maximum allowable operating pressure established by Utility for any portion of, or facilities associated with, the Utility System. The MAOP in effect as of the Effective Date is set forth in Exhibit A.

"Maximum Delivery Pressure" has the meaning set forth in Section 5(g).

"MScf" and "MScf/d" means one thousand Standard cubic feet of Renewable Gas and one thousand Standard cubic feet of Renewable Gas per day, respectively.

"Meter Maintenance Testing" has the meaning set forth in Section 6(b).

"Minimum Delivery Pressure" has the meaning set forth in Section 5(g).

"Minimum Flow Requirement" means the minimum daily delivery volume of Interconnector's Renewable Gas to the Interconnection Point, as stated in Exhibit A.

"Moody's" means Moody's Investors Service, Inc., or its successor organization.

"Negotiation Period" has the meaning set forth in Section 4(e)(iii).

"NIST" means the National Institute of Standards and Technology, or its successor organization.

"Notice" has the meaning set forth in Section 11.

"Operating Agent" means the person who oversees daily operations of the Conditioning or Upgrading Facilities. Interconnector shall at all times be liable for the acts or omissions of the Operating Agent arising out of or in connection with the performance of its obligations under this Agreement.

"Performance Assurance" means credit support provided by Interconnector to Utility to secure Interconnector's obligations under this Agreement. Credit support to satisfy the Performance Assurance obligations can be in the form of: (a) cash via wire transfer in immediately available funds, (b) Letter of Credit, or (c) Guaranty.

"Physical Operator" has the meaning set forth in Section 8. Interconnector shall at all times be liable for the acts or omissions of the Physical Operator arising out of or in connection with the performance of its obligations under this Agreement.

"Reasonable Efforts" means, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

"Release to Operations" means the date on which the Utility Facilities have been fully inspected, tested, and commissioned by Utility, and Utility has provided written authorization for commercial operation and receipt of Interconnector's Renewable Gas supply.

"Renewable Gas" has the meaning set forth in Utility's Gas Rule No.22.

"S&P" means Standard and Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor organization.

"SCADA" means Supervisory Control and Data Acquisition equipment installed and operated for the purpose of monitoring the Utility Facilities.

"Self-Build Facilities" has the meaning set forth in Exhibit F.

"Self-Build Option" has the meaning set forth in Section 4(c)(iii).

"Takeaway Capacity" has the meaning set forth in Utility's Gas Rule No.22.

"Utility" has the meaning set forth in the first paragraph of this Agreement.

"Utility Costs" means Utility's actual costs to design, construct, install and/or commission Utility Facilities, including all Utility direct and indirect labor, contract labor, equipment and materials costs, applicable overhead costs, land survey and land rights, environmental costs, permitting, computer system and planning model upgrades, SCADA or other communications, and any related ITCC.

"Utility Facilities" (or "Utility Facility") has the meaning set forth in Utility's Gas Rule No.22. The Utility Facilities are further described in Exhibit A.

"Utility Facilities Termination Charge" has the meaning set forth in Section 4(e)(iv).

"Utility Meter" has the meaning set forth in Section 6(a).

"Utility System" means the gas pipeline system, and all related equipment and facilities that are owned and operated by Utility within the State of California, including the Utility Facilities. Only Utility's employees or agents shall be allowed to connect to, disconnect from, operate, maintain, or perform any work on the Utility System.

"Work Order" has the meaning set forth in Section 4(c)(ii)(A).

SECTION 3 **CONDITIONS PRECEDENT**

(a) Conditions.

- (i) On or before the Effective Date, the following conditions shall have been satisfied: (A) if Utility is a party to any separate agreement for the delivery of Gas to the Utility System that included the Interconnection Point included under this Agreement, that agreement has been terminated, with no outstanding obligations between the parties thereto, and no outstanding disputes relating thereto; (B) Interconnector shall have satisfied any and all conditions set forth in Utility's Gas Rule No. 22 and other applicable Gas Rules, making Interconnector eligible to deliver Renewable Gas, and the Renewable Gas eligible to be received, at the Interconnection Point; and (C) Interconnector shall have delivered to Utility a completed and executed copy of (1) the Interconnector Declaration, the form of which is attached hereto as Exhibit B, and (2) if applicable, the Interconnector Nonhazardous Source Certification and/or the Interconnector Reduced Siloxane Testing Qualification Certification, the forms of which are attached hereto as Exhibit C.
- (ii) received, at the Interconnection Point; and (C) Interconnector shall have delivered to Utility a completed and executed copy of (1) the Interconnector Declaration, the form of which is attached hereto as Exhibit B, and (2) if applicable, the Interconnector Nonhazardous Source Certification and/or the Interconnector Reduced Siloxane Testing Qualification Certification, the forms of which are attached hereto as Exhibit C.
- (iii) On or before [DATE], Interconnector shall have received and accepted from any and all applicable Governmental Authorities all material authorizations necessary for the construction and installation, if any, and operation of the Interconnector's Facilities.
- (iv) On or before [DATE], Utility shall have received and accepted (A) from any and all applicable Governmental Authorities all material authorizations necessary for the construction and installation, if any, and operation of the Utility Facilities, and (B) the proper approvals required for Utility to dispense its duties under this Agreement from

any and all applicable Governmental Authorities, if deemed necessary in Utility's sole discretion.

SECTION 4 **UTILITY FACILITIES**

- (a) Utility Facilities. Utility Facilities shall be designed, constructed, installed, and operated for the purpose of receiving Interconnector's Renewable Gas into the Utility System.
- (b) Existing Utility Facilities. If there are existing Utility Facilities for receipt of Gas into the Utility System and Utility has determined, in its sole discretion, that such facilities (i) are adequate for purposes of receipt of Interconnector's Renewable Gas to the Utility System, and (ii) are not subject to the rights of any other interconnector or other third party, then the Parties shall enter into a Work Order, Utility shall invoice Interconnector, and Interconnector shall pay in advance Utility's Costs to connect the Interconnector's Facilities to the existing Utility Facilities.
- (c) New Utility Facilities. New Utility Facilities shall be designed, constructed, and installed pursuant to the requirements of this Section 4(c) if: (1) Utility determines, in its sole discretion, that the
- (i) Agreement on Utility Facilities Location. Unless identified by Utility and agreed to by the Parties prior to the Effective Date, Utility shall provide Notice to Interconnector of the Utility Facility location (including its orientation and layout) Utility has identified for the receipt of Interconnector's Renewable Gas. Interconnector must provide Notice to Utility within thirty (30) days thereafter whether Interconnector agrees with the location of the Utility Facilities. If Interconnector does not agree with the location identified by Utility for the Utility Facilities, and the Parties are unable to determine a mutually agreeable location for the Utility Facilities within thirty (30) days after Interconnector's delivery of a Notice to Utility pursuant to this Section (unless another date is mutually agreed to by the Parties), either Party shall have the right to terminate this Agreement, without any further liability to the other Party, in accordance with Section 15(a)(i)(Q). The agreed-upon Utility Facilities location shall be included in Exhibit A.
- (ii) Utility's Design, Construction and Installation of the Utility Facilities. Unless Interconnector has elected the Self-Build Option, Utility shall design and engineer, acquire all necessary permits and rights-of-way (unless Utility, in its sole discretion, requires Interconnector to acquire any or all such permits and/or rights-of-way), procure equipment and materials for, construct and install, and commission the Utility Facilities as follows:
- (A) Utility shall submit to Interconnector, as available from time to time, one or more work orders (each, a "Work Order"), the form of which is attached hereto as Exhibit E, setting forth, among other things, the scope of services to be performed by Utility for (1) the design, engineering, and procurement of equipment and materials of the Utility Facilities (to the extent such work has not already been performed by Utility pursuant to Utility's Gas Rule No. 22), and (2) the construction and installation, and commissioning of the Utility Facilities. The Work Order shall include, as applicable, estimated schedules for, and the estimated Utility Costs associated with the completion of, the foregoing.
- (B) No Utility Facilities which are to be paid for by Interconnector shall be designed, engineered, procured, or constructed or installed by Utility without Interconnector's prior written approval of the estimated Utility Costs, as

evidenced by a fully executed and funded Work Order. Interconnector acknowledges that the total estimated Utility Costs are an estimate only and that Interconnector will be responsible for all Utility Costs arising out of or in connection with designing, engineering, procuring equipment and materials for, and constructing and installing the Utility Facilities.

- (C) Interconnector shall, within a reasonable period of time (not to exceed thirty (30) days unless otherwise set forth in the Work Order), either accept the Work Order by executing, funding and delivering such Work Order to Utility, or reject the Work Order by providing Notice to Utility that it has rejected the Work Order; provided, however, Interconnector shall be solely responsible hereunder for any failure by Utility to timely complete the Utility Facilities, including all direct and indirect costs and expenses resulting therefrom, if such failure arises out of or is in connection with Interconnector's delay or refusal in approving such Work Order. If Interconnector rejects the Work Order, and the Parties are unable to mutually agree upon and execute a Work Order within thirty (30) days (unless another date is mutually agreed to by the Parties) after Interconnector's delivery of a Notice to Utility pursuant to this Section, either Party shall have the right, to terminate this Agreement, without further liability, in accordance with Section 15(a)(i)(Q).
- (D) Where formal rights of way, easements, land leases, permits, or other land rights are required, in the sole discretion of Utility, on and over Interconnector's property, or the property of others, for the construction and/or installation of the Utility Facilities, Interconnector understands and agrees that Utility shall not be obligated to construct or install the Utility Facilities unless and until all necessary permanent and temporary rights of way, easements, land leases, permits, or other land rights, satisfactory to Utility in its sole discretion, free of encumbrances which Utility believes could cause interference with ownership and operation of the Utility Facilities, and free of Hazardous Waste, are granted without cost to Utility. Such Utility rights of way, easements, land leases, permits, or other land rights must, at a minimum, provide that Utility will have the right of ingress to and egress from the Utility Facilities at all times.
- (E) Utility shall not be responsible for any delay in work or additional cost or expense arising out of or in connection with the construction, installation, and/or commencement of operation of the Utility Facilities resulting from a Force Majeure Event, weather, any change in scope or schedule caused by Interconnector or a third-party, an act, failure or delay in acting by

Interconnector (including any act, failure or delay by Interconnector arising out of or in connection with Section 4(c)(i) or 4(c)(ii)(C)), or any other event or occurrence outside the control of Utility.

- (iii) Interconnector's Design, Construction and Installation of New Utility Facilities. If Interconnector has elected to (1) design and engineer the Utility Facilities, (2) procure equipment and materials for and construct and install the Utility Facilities, or (3) perform both of the foregoing work (such election and the work arising therefrom, the "Self-Build Option"), Exhibit F shall apply. Interconnector acknowledges and agrees that (A) Interconnector may only elect, in whole and not in part, one of the three foregoing Self-Build Options, and Utility shall perform all remaining portions of the work in accordance with Section 4(c)(ii), and (B) notwithstanding Interconnector's election, Utility reserves, in accordance with its then-current business practices, the right to perform certain portions of the work, such as Utility system enhancements

(including with respect to regulator stations and Btu districts).

- (iv) Interconnector's Payment for Utility Facilities.
- (A) Utility shall invoice Interconnector, and Interconnector shall pay, the estimated Utility Costs that Utility expects to incur arising out of or in connection with the work to be performed in accordance with Section 4(b) and/or Section 4(c) (including, if Interconnector has elected the Self-Build Option, any estimated Utility Costs arising out of or in connection with Utility's oversight, coordination, inspection, review and acceptance of Interconnector's design, permitting, procurement, and construction and installation work, and all required supporting documentation for the Self-Build Facilities).
- (B) If, at any time, Utility determines that the Utility Costs will exceed or are expected to exceed any previously estimated Utility Costs, Utility may invoice Interconnector for the difference between such previously estimated Utility Costs and the then-current estimated Utility Costs, and Interconnector shall pay the invoice for the additional amount as a condition precedent of Utility continuing work.
- (C) Upon final determination of the Utility Costs after completion of the Utility Facilities, Utility will perform a true-up of the Utility Costs compared to the amounts already paid by Interconnector, and will generate an invoice showing the difference, if any. If the Utility Costs exceed the amount already paid by Interconnector, Interconnector shall pay the amount specified in the invoice within thirty (30) days of receipt of the invoice. If the Utility Costs are less than the amount already paid by Interconnector, Utility will refund the amount specified in the invoice within thirty (30) days of delivery of the invoice to Interconnector.
- (D) In the case of termination of this Agreement prior to completion of the Utility Facilities, Utility shall provide an invoice to Interconnector for the Utility Costs for the Utility Facilities (including, as applicable, Utility Costs arising out of or in connection with the removal of the Utility Facilities and associated site restoration). Interconnector shall be credited the salvage value of the Utility Facilities, if any, and shall pay all Utility Costs for the Utility Facilities, less the salvage value, as determined by Utility in its sole discretion, within thirty (30) days of receipt of the invoice.
- (E) At Utility's sole discretion, the Parties may agree on a mutually agreeable payment schedule for payments due by Interconnector under this Section 4(c)(iv), subject to Utility's credit requirements.
- (v) Gas Quality Sampling. Prior to the date that Release to Operations occurs, sampling of Interconnector's Renewable Gas shall be performed according to the procedures set forth in Utility's Gas Rule No. 22.
- (d) Repairs, Upgrades, Modifications and Replacements. Repairs, upgrades, modifications or replacements to the Utility Facilities, including the Notice requirements, payment of costs, and/or the timeframes associated for the performance of such work, shall be in accordance with, and are subject to the requirements of, Utility's Gas Rule No. 22. For the avoidance of doubt, Utility shall be the sole entity responsible for, and entitled to make any reasonable repairs, upgrades, modifications or replacements to, the Utility Facilities, in conformance with Good Utility Practices.

(e) Discontinuance of Interconnection Point Upon Termination and Associated Termination Charges.

- (i) Upon discontinuance of the use of the Utility Facilities due to termination of this Agreement, Interconnector shall have the option to (A) purchase the Utility Facilities (excluding any odorant, odorant-containing equipment, or any other Utility Facility that, in Utility's sole discretion, if transferred to Interconnector, may potentially create liability for Utility any time after such transfer under Applicable Law and Regulations notwithstanding the terms of the purchase agreement for such Utility Facility) on an "as is, where is" and "with all faults" basis and without any representations or warranties, following Interconnector's funding and Utility's disconnection of the Utility Facilities from the Utility System, and provided that Interconnector shall be responsible, and shall pay Utility for any and all costs incurred by Utility in maintaining the Utility Facilities from the date of the termination of this Agreement until the earlier of (1) the date of Interconnector's purchase of the Utility Facilities and (2) the end of the Negotiation Period, or (B) as further described in Section 4(e)(iv), pay the Utility Facilities Termination Charge to decommission the Utility Facilities and return the site to its original state, in which case the Parties shall enter into a Work Order for such work. Any potential sale of the Utility Facilities to Interconnector, or any part thereof, shall be subject to the rules of any regulatory agency exercising authority over Utility, including the CPUC, as well as any existing contractual relationship that Utility may have with any other entity, including any franchise agreement entered into between Utility and a Governmental Authority.
- (ii) Interconnector shall provide Notice no later than five (5) Business Days after the termination of this Agreement stating whether Interconnector elects to negotiate a purchase of the Utility Facilities or to pay Utility to decommission the Utility Facilities.
- (iii) If Interconnector elects to negotiate a purchase of the Utility Facilities, the Parties shall have sixty (60) days from the date of such Notice to conduct good faith negotiations, subject to the terms of Section 4(e)(i), for the purchase of the Utility Facilities by Interconnector, which negotiation time can be extended by mutual written agreement of the Parties (the "Negotiation Period").
- (iv) If the Parties are unable to agree to purchase terms during the Negotiation Period, or Interconnector indicates in its Notice delivered pursuant to Section 4(e)(ii) that it is electing for Utility to decommission the Utility Facilities, Interconnector shall then pay to Utility the costs to decommission the Utility Facilities and return the site to its original state ("Utility Facilities Termination Charge"). The Utility Facilities Termination Charge shall include the costs to remove the Utility Facilities as well as site restoration costs, less the estimated salvage value, as determined in Utility's sole discretion. Utility will make reasonable efforts to provide Notice to Interconnector within one hundred and eighty (180) days after the termination of this Agreement, that includes an estimate for the Utility Facilities Termination Charge. No later than thirty (30) days after Interconnector's receipt of this estimate, Interconnector shall pay Utility the estimated Utility Facilities Termination Charge. If at any time prior to the completion of the removal of the Utility Facilities and site restoration, Utility's costs exceed or are expected to exceed any previously estimated Utility Facilities Termination Charge, Utility may invoice Interconnector for the difference between the previously estimated Utility Facilities Termination Charge and the then-current estimated Utility Facilities Termination Charge, and Interconnector shall pay the invoice for the additional amount to Utility as a condition precedent of Utility continuing work. At Utility's sole discretion, the Parties can agree on a mutually

agreeable payment schedule, subject to Utility's then-existing credit requirements. Upon completion of the removal of the Utility Facilities and site restoration, Utility will provide a final invoice to Interconnector showing the difference, if any, between the estimated Utility Facilities Termination Charge and the final Utility Facilities Termination Charge. If the final Utility Facilities Termination Charge exceeds the amount already paid by Interconnector, Interconnector shall pay the additional amount to Utility within thirty (30) days of the date of Interconnector's receipt of Utility's invoice. If the final Utility Facilities Termination Charge is less than the amount already paid by Interconnector, Utility will refund the difference to Interconnector within thirty (30) days of Utility's invoice.

- (f) Work Orders. The Parties acknowledge and agree that, prior to the performance of any service by Utility for the benefit of Interconnector pursuant to this Section 4 and/or Exhibit F, or the performance of any work by Interconnector as a result of Interconnector electing the Self-Build Option, Utility shall issue, and the Parties shall enter into a Work Order for such Utility services and/or Interconnector work, and Interconnector shall fund the services to be performed by Utility thereunder in accordance with the terms of this Agreement. Each Work Order will more specifically set forth (a) a detailed description of the services to be performed by Utility (and, in the event Interconnector has elected the Self-Build Option, the work to be performed by Interconnector), (b) the amount payable to Utility for the performance of Utility's services, (c) the schedule in accordance with which Utility's services and/or Interconnector's work are estimated to be performed, and (d) any other necessary particulars in a manner consistent with the terms of this Agreement. Work Orders issued under this Agreement constitute separate contracts between Utility and Interconnector, the terms of which will be set forth in such Work Order and will incorporate the terms of this Agreement (whether referenced or not). If there is any inconsistency between any provision of a Work Order and this Agreement, the provisions of this Agreement will govern. The Parties acknowledge and agree, (x) a breach or default by Utility under a Work Order will not be deemed a breach or default by Utility under any other Work Order, and (y) except as otherwise set forth in this Agreement (including Section 4(e)), termination of this Agreement pursuant to Section 15(a) shall, unless otherwise specified, automatically terminate any and all outstanding Work Orders issued under this Agreement, with such automatic termination to be effective as of the termination date of this Agreement.

SECTION 5

GAS DELIVERIES

- (a) Compliance with Applicable Laws and Regulations. Interconnector's delivery of Renewable Gas to the Interconnection Point, and other performance under this Agreement, must be in compliance with Applicable Laws and Regulations and Interconnector shall timely obtain and maintain throughout the term of this Agreement (including any extensions thereof) all applicable licenses and permits for the conduct of its business and the performance of this Agreement.
- (b) Risk of Loss. Transfer of custody and risk of loss of all Renewable Gas shall pass from Interconnector to Utility at the Interconnection Point. Utility shall not be responsible to Interconnector or any of its employees, agents, contractors, vendors, or representatives for any Renewable Gas losses or delays (due to operating conditions or constraints, a Force Majeure Event, or otherwise) or damages or injuries occurring on Interconnector's side of the Interconnection Point. Interconnector shall not be responsible to Utility or any of its employees, agents, contractors, vendors, or representatives for Renewable Gas losses or delays (due to operating conditions or constraints, a Force Majeure Event, or otherwise) or damages or injuries occurring on Utility's side of the Interconnection Point; provided, however, that if the losses, delays, damages and/or injuries arise out of or in connection with (i) Interconnector's actions or inactions (including any actions or inactions of any individual or entity acting on behalf of Interconnector) in the transfer of custody of the Renewable Gas to Utility, or (ii) excessive

pressure or the quality of Renewable Gas, then, notwithstanding anything to the contrary set forth in this Agreement, Interconnector shall be responsible for all such losses, delays, damages, damages and/or injuries.

- (c) Quality; Right of Refusal. Utility shall have the continuing right, at any time and in its sole discretion, to monitor the quality of Renewable Gas provided by Interconnector and refuse to accept delivery of any Renewable Gas if: (i) Interconnector's Renewable Gas does not meet Utility's Gas quality specifications, including those set forth in Utility's Gas Rule Nos. 21 and 22; (ii) the composition or supply source of Interconnector's Renewable Gas is different from that described in Exhibit A; (iii) the Utility System does not have available Takeaway Capacity; or (iv) in Utility's sole judgment the delivery of Interconnector's Renewable Gas may have adverse effects on Utility's operations, the Utility System, or on the operations or property of customers or other producers or interconnectors. Utility shall promptly provide Notice to Interconnector of any decision to refuse acceptance of deliveries of Renewable Gas. Utility's acceptance of Renewable Gas that does not conform to Utility's Gas quality specifications (including those set forth in Utility's Gas Rule Nos. 21 and 22) or Exhibit A shall not constitute a waiver of such specifications, any remedies of Utility, or obligations of Interconnector with respect to such non-conformity.
- (d) Uniform Flow. Interconnector shall, to the extent feasible in Utility's reasonable judgement, make deliveries of Renewable Gas at each Interconnection Point at substantially uniform rates of flow during a flow day relative to Utility's confirmed Interconnector scheduled quantity. If over a period of any consecutive twelve (12) months it is found that Interconnector is deviating by more than 10% from uniform daily deliveries more often than it is complying with that requirement, then Utility reserves the right to suspend service until such time appropriate actions have been taken to ensure compliance with this provision. Without limiting its right to terminate this Agreement in accordance with Section 15(a)(i)(M), if Interconnector is not complying with this requirement, then Utility reserves the right to suspend service under this Agreement until such time that Interconnector has taken appropriate actions to ensure compliance with this provision.
- (e) Continuous Flow. Interconnector shall provide Notice to Utility at least ten (10) days before scheduled maintenance occurs and shall include in its Notice the start and end dates for the maintenance.
- (f) Minimum Flow. Interconnector shall deliver Renewable Gas to each Interconnection Point at an average quantity of at least fifty (50) MScf/d averaged over each rolling ninety (90) day period, except when flow is interrupted by Utility for operational reasons or by Interconnector for scheduled maintenance to Interconnector's facilities. Interconnector shall provide Notice to Utility at least ten (10) days before scheduled maintenance occurs and shall include in its Notice the start and end dates for the maintenance. Days in which flow is interrupted by Utility for operational reasons or by Interconnector's scheduled maintenance shall not be included in the ninety (90) day rolling period; provided, however, that if Interconnector provides Notice to Utility less than ten (10) days before scheduled maintenance occurs, the scheduled maintenance days shall be included in the ninety (90) day rolling period.
- (g) Pressure. Interconnector shall deliver Renewable Gas to Utility at each Interconnection Point at a delivery pressure sufficient to enter the Utility System ("Minimum Delivery Pressure"), but not more than the then current maximum operating pressure of the Utility System at the inlet of the Utility Facilities, as determined by Utility ("Maximum Delivery Pressure") and as stated in Exhibit A.
- (i) Utility shall provide Interconnector with Notice requesting an increase in Interconnector's Maximum Delivery Pressure not less than forty-five (45) days before

Utility is requesting that the increase become effective.

- (ii) Utility shall provide Interconnector with Notice requesting a decrease in Minimum Delivery Pressure not less than forty-five (45) days before Utility is requesting that the decrease become effective.
- (iii) All requested changes in Interconnector's Maximum Delivery Pressure and Minimum Delivery Pressure requirements resulting from a Force Majeure Event, emergency situations, safety-related pressure reductions, or as a result of pipeline integrity inspections shall be exempt from the notification timing requirements specified in Sections 5(g)(i) and 5(g)(ii).
- (iv) In the event Interconnector cannot comply with the changes to Maximum Delivery Pressure or Minimum Delivery Pressure requirements within the notification timing requirements specified in Sections 5(g)(i) and 5(g)(ii), Interconnector shall provide Notice to Utility, including the reason why it cannot comply, within ten (10) days of Interconnector's receipt of Utility's Notice. Utility may, in its sole discretion, extend the date for complying with the requested change in the Maximum Delivery Pressure or Minimum Delivery Pressure requirements.
- (h) Pulsation. Interconnector shall ensure that Interconnector's Facilities are installed and operated so that operation will not adversely affect the Utility System or the Utility Facilities, including impairment of the accuracy of the measurement of Renewable Gas at the Utility Facilities or Utility's end- use customers. Measurement pulsation limits for the various measurement technologies are established by the respective AGA measurement standards and/or manufacturer standards. Interconnector shall eliminate compressor-induced pulsation or vibration before Renewable Gas is delivered at the Utility Facilities. Utility shall not be required to take Renewable Gas if compressor-induced pulsation or vibration exists.
- (i) Renewable Gas Sampling. Interconnector acknowledges that injection of Renewable Gas into the Utility System requires a quality assessment of a sample of the Renewable Gas from the Renewable Gas source, and such assessment shall be performed in accordance with Utility's Gas Rule No. 22.

SECTION 6

METERING AND MEASURING EQUIPMENT

- (a) Metering. The Utility Facilities shall include Utility's measuring equipment used in measuring deliveries from the Interconnector's Facilities to Utility ("Utility Meter").
- (b) Meter Maintenance Testing. Utility will perform scheduled meter accuracy testing and calibration of the Utility Meter in accordance with Good Utility Practices ("Meter Maintenance Testing").
 - (i) Metering, testing equipment, and other facilities needed to perform any tests required of Utility shall meet industry standards as described in CPUC General Order No. 58A, as adapted for deliveries and as revised from time to time. The Meter Maintenance Testing and correction (if necessary) shall comply with the AGA Report No. 4A, Sample Contract Measurement Clause, Meter Facilities, and applicable CPUC requirements. Utility will also inspect and calibrate the Utility Meter to ensure conformance with manufacturer's stated accuracy in a field application, where such conformance does not conflict with Applicable Laws and Regulations.
 - (ii) Utility shall preserve the Meter Maintenance Testing records for a period of three (3) years. Interconnector shall have the right to be present at the time of any installing,

reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the Utility Meter.

- (iii) The Meter Maintenance Testing records from such measuring equipment shall remain the property of Utility, but upon written request, Utility shall make available to Interconnector copies of any such records and charts, together with calculations therefrom, for inspection and verification during normal business hours.
 - (iv) Utility shall provide Notice to Interconnector prior to Meter Maintenance Testing. Except in the event of an emergency or operational necessity, such Notice shall be given to Interconnector at least two (2) Business Days prior to any such activity.
 - (v) If, as a result of any Meter Maintenance Testing, it is determined that there has been a combined meter and transmitter measurement error greater than one percent (1%) from NIST traceable secondary field standards, the Parties will adjust all prior periods back to the period where it can be mutually determined and agreed-upon that the errors commenced. If such an agreement cannot be reached, then Utility shall estimate the Renewable Gas deliveries, and correct the reading to a zero error for the period during which the meter was in use. In all cases of meter error, period adjustments for meter error may not exceed three (3) years prior to the date on which the discovering Party provides Notice to the other Party.
 - (vi) During the Meter Maintenance Testing, Utility shall confirm, where applicable, that the meter accuracy and condition is within the meter manufacturer's specifications for a field application and meets CPUC accuracy verification requirements. Utility shall conduct such calibration and confirmation by using its NIST traceable secondary field standards.
 - (vii) Interconnector may provide a Notice to Utility requesting a calibration test of the Utility Meter (the "Interconnector Test"). If any Interconnector Test shows that the combined measurement error does not exceed one percent (1%) of NIST traceable secondary field standards, then the cost of the Interconnector Test including any Utility Costs incurred, shall be borne by Interconnector. Utility Costs incurred from Interconnector Test will be invoiced to Interconnector pursuant to Section 9. In the event that any Interconnector Test yields a combined measurement error greater than one percent (1%) of NIST traceable secondary field standards, then the cost of the Interconnector Test and subsequent calibration shall be borne by Utility.
- (c) Measurement Accuracy. The accuracy of all measuring equipment used in the Utility Facilities shall be verified and/or calibrated by Utility according to Good Utility Practices and Utility's recommended equipment maintenance schedules and using NIST traceable secondary standard equipment and transfer proving devices.
- (i) Electronic transmitters and measurement equipment shall be calibrated in accordance with Utility's applicable processes and practices, as revised from time to time. Meter measurement accuracy limits and the maintenance frequency will follow industry standard practices.
 - (ii) Upon Notice from Interconnector, and following Interconnector's payment for and installation of the necessary equipment and execution of Utility's then-current Interconnector Measurement Data Access Device Agreement (if Utility has such an agreement), Utility shall make available to Interconnector electronic measurement data that Utility obtains related to Renewable Gas delivered to the Interconnection Point.
 - (iii) The Parties recognize the value of implementing utilization of electronic measurement

devices and shall jointly cooperate to implement the installation of such devices, and sharing the data therefrom, to provide to the extent possible, current measurement information. No particular electronic measurement or monitoring device or method of sharing of electronic data therefrom (on a real time basis or otherwise) shall be required. Each Party shall be responsible for the cost, compatibility and operation of its own measurement-related electronic systems and the cost of obtaining the other Party's data.

- (d) Interconnector Data. Consistent with Section 17(m), where the Utility Facilities cannot measure Renewable Gas volume or gas quality necessary to meet the then-current and/or future regulatory requirements because the Interconnector's Facilities accept Gas from more than one source upstream of the Utility Facilities, upon request by the Utility, the Interconnector at its cost shall measure, or have measured, the Renewable Gas being accepted into the Interconnector Facilities in a manner that provides Utility all data necessary to meet such regulatory requirements. The Interconnector and Utility shall make Reasonable Efforts to execute an agreement for the Utility to access such data, in a manner and frequency consistent with meeting all regulatory requirements, which may change from time to time, and with appropriate measures to validate the integrity of the data. The Interconnector shall pay for all equipment and installation costs, including any future upgrades, and operating and maintenance costs necessary for the Utility to comply with the then-current and future regulatory requirements associated with bringing Interconnector's Renewable Gas into the Utility gas system.

SECTION 7

CHANGE IN OPERATIONS AND SUSPENSION

- (a) Change in System Operations. Utility does not guarantee receipt of Interconnector's Renewable

Gas into the Utility System. In addition to reasons for suspension described in other Sections of this Agreement, receipt of Renewable Gas may be reduced or suspended due to ongoing operations, changes in the way in which Utility manages the operation of the Utility System, or in accordance with Utility's CPUC-approved tariffs. Without limiting the generality of the foregoing, reasons for potential reduction or suspension include the following:

- (i) The MAOP of the Utility System may be changed for operational or safety-related reasons, and the volumes of Interconnector's Renewable Gas that can be received at the Interconnection Point may be impacted. Such pressure changes may be temporary or permanent.
- (ii) Ongoing operations of the Utility System may require suspension of deliveries at the Interconnection Point due to station or pipeline maintenance or repair.
- (iii) Changes in customer demand may impact Utility's ability to receive Interconnector's Renewable Gas.
- (iv) Pipelines may be abandoned or retired if, in the sole judgment of Utility, the cost of repairing, replacing, maintaining, and/or operating the pipeline exceeds the value of the pipeline. At Utility's sole discretion, if the cost of repair or maintenance is the basis for a decision to abandon or retire a pipeline, Interconnector will be given the option of purchasing or replacing, on an "as is, where is" and "with all faults" basis and without any representations or warranties, the pipeline as needed to facilitate Interconnector operations. Subject to the requirements of the immediately preceding sentence, the terms and conditions of any purchase, or replacement with Utility ownership and operation, will be negotiated in good faith between the Parties.

(b) Suspension of Deliveries/Receipts.

- (i) Without limiting either Party's right to terminate this Agreement in accordance with Section 15, either Party may suspend Renewable Gas deliveries or Renewable Gas receipts immediately at any time for any of the following reasons:
- (A) there is any system or pipeline operation, or other action or inaction, that could impair the safety or reliability of either Party's facilities or systems, or those of Utility customers, or could impair the deliverability of the Renewable Gas to be delivered through the Utility Facilities, or would constitute a material default of this Agreement;
 - (B) there is no Balancing Agreement in effect for this Agreement;
 - (C) any agent authorized by Interconnector pursuant to Utility's Balancing Agreement: (1) fails to comply with a provision of Utility's Balancing Agreement; (2) becomes insolvent; or (3) fails to establish creditworthiness if requested by Utility;
 - (D) it is necessary or desirable to test, maintain, modify, enlarge, or repair any part of the Utility System, or related to its operation, such that suspension is necessary or advisable;
 - (E) such suspension is permitted or required by the Gas Rules or otherwise by the CPUC;
 - (F) during such time as Interconnector is in breach of this Agreement, and does not immediately cure such breach (if such breach is capable of being cured), and until Utility has been fully compensated for all damages and cost incurred as a result of such breach;
 - (G) Interconnector fails to comply with all Applicable Laws and Regulations;
 - (H) the CPUC, or any other Governmental Authority materially changes, alters, or modifies this Agreement, such that a Party is deprived of its benefits anticipated herein;
 - (I) Interconnector fails (1) to notify Utility that the source of Interconnector's Renewable Gas for the Interconnection Point has changed from the source described in Exhibit A, and/or (2) to follow the testing provisions described in Utility's Gas Rule No. 22; or
 - (J) Interconnector's Renewable Gas is sourced from Hazardous Waste.
- (ii) The Party suspending deliveries or receipts will provide Notice to the other Party of such suspension and the cause, to the extent identifiable, as soon as commercially reasonable.
- (iii) Resumption of service shall not proceed until authorized by Utility.

SECTION 8
APPOINTMENT OF PHYSICAL OPERATOR

Interconnector may appoint an authorized and qualified representative to act for Interconnector as follows: (i) to give and receive Notices and requests, make and witness tests, deliver quantities of Renewable Gas hereunder; and (ii) to do and receive all things as provided herein regarding the physical operation of the Interconnector's Facilities (the "Physical Operator"). Interconnector shall provide Notice to Utility of the appointment of, and change in the Physical Operator at least five (5) Business Days prior to the effective date of the appointment or change. Interconnector expressly agrees that Utility may rely on all acts and Notices of the Physical Operator to the same extent as if they were performed or provided by Interconnector. If a Physical Operator is designated, it shall be the sole person required to be contacted by Utility in the case of emergency. Whether or not Interconnector appoints a Physical Operator, for maximum protection of the Utility System in case of operational conditions and emergencies, Interconnector shall provide and keep current the Operating Agent contact information on Exhibit A for use by Utility.

SECTION 9
O&M FEES: INVOICING AND PAYMENT TERMS

- (a) O&M Fees. Utility shall collect operation and maintenance fees associated with the operation and maintenance of the Utility Facilities necessary to accept Renewable Gas from Interconnector in accordance with Utility's Gas Rules, tariffs, schedules, and ordinary business practices.
- (b) Timely Payment. All invoices will be issued pursuant to the instructions in Exhibit D and are due and payable within the time period specified in this Agreement, Utility's Gas Rule No. 22, or the date specified in the invoice, whichever is later, and will be subject to the provisions of Utility's Gas Rules.
- (c) Failure to Make Timely Payment; Utility's Option to Require Payment to Continue Work. If

Interconnector fails to timely pay an invoice arising out of or in connection with this Agreement, Utility will have the right, in addition to its other rights under this Agreement or Applicable Laws and Regulations, to suspend performance of its obligations under this Agreement, including denying Interconnector's Renewable Gas access to the Utility Facilities and ceasing any work under Section 4, until payment is received. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, Utility may, in its sole discretion, suspend performance under this Agreement and require that Interconnector make payment of an invoice issued pursuant to the terms of this Agreement as a condition precedent to Utility continuing its performance under this Agreement.

SECTION 10
ASSIGNMENT

- (a) Requirements for Assignment Generally. This Agreement may not be assigned by either Party without the written consent of the other Party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.
- (b) Assignment for Purposes of Financing. Interconnector shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing for the Interconnector's Facilities. Interconnector will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Interconnector shall require that upon any exercise of remedies by the financing

party, the entity substituted for Interconnector shall have an equal or greater credit rating as Interconnector and have the legal authority and operational ability to satisfy the obligations of Interconnector under this Agreement.

- (c) Assignment to Successor. Either Party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning Party.
- (d) Responsibilities for Assignee and Assignor. Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning Party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a Party to this Agreement and shall undertake all rights and responsibilities under this Agreement, including the Performance Assurance requirements in Section 16.
- (e) Assignment In Violation of Agreement. Any attempted assignment that violates any of the requirements of this Section 10 is void and ineffective.

SECTION 11
NOTICES

- (a) Definition and Delivery of Notice. Any notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]
Mailing Address:

If to Utility: [Contact Information To Be Supplied]
Mailing Address:

In addition to the Notice specified above, notice may also be provided by telephone, or email to the telephone numbers and email addresses set out below, but must be immediately followed up by a written Notice delivered pursuant to the first paragraph of this subsection (a):

If to Interconnector: [Contact Information To Be Supplied]

Telephone Numbers:

Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:

Email Address:

- (b) Changes. Either Party may change the Notice information in this Section 11 by giving Notice within five (5) Business Days prior to the effective date of the change.

NO WARRANTY: REMEDIES: CONSEQUENTIAL DAMAGES

- (a) WARRANTY DISCLAIMER. ALL INSTALLATION, INTERCONNECTION, MAINTENANCE AND OTHER SERVICES PERFORMED BY UTILITY AND MATERIAL, EQUIPMENT AND FACILITIES, INCLUDING UTILITY FACILITIES, MEASUREMENT EQUIPMENT, AND PIPELINES PROVIDED BY UTILITY OR MADE AVAILABLE BY UTILITY FOR USE IN CONNECTION WITH THIS AGREEMENT, ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ALL WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY UTILITY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES SHALL APPLY TO ANY SERVICES, MATERIAL, EQUIPMENT OR FACILITIES PROVIDED BY UTILITY OR MADE AVAILABLE BY UTILITY UNDER THIS AGREEMENT.
- (b) Exclusive Remedy. In lieu of all warranties express, implied, or statutory, Utility's sole obligation and total liability, and Interconnector's sole and exclusive remedy, relating to or arising out of the installation or connection of equipment or Utility Facilities, or the furnishing of equipment, material, or facilities or of any other services by Utility, shall be limited, at Utility's option to: (i) performance of the installation or connection work or other services at Utility's expense up to a cost equal to the amount paid by Interconnector for such installation or connection work, or other services, excluding any amounts paid for equipment, material or facilities or other costs; or (ii) a refund by Utility to Interconnector of an amount equal to the amount paid to Utility by Interconnector for said installation or connection work or other services, excluding any other costs, less any amount received by Interconnector as a rebate or refund of such amounts from other sources; or (iii) a refund of the amount paid by Interconnector to Utility for equipment, material or facilities, as applicable, less any amount received by Interconnector as a rebate or refund of such amounts from other sources. Except as specifically provided for herein, Utility shall have no obligation or liability and shall be released from any and all liability for losses, costs or damages of any kind with respect to or arising out of installation or interconnection work, or other services, equipment, material or facilities installed, connected, or in any way provided by Utility or made available by Utility pursuant to this Agreement, whether arising in contract, tort (including negligence), strict liability, warranty, or otherwise.
- (c) CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES,

INCLUDING LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING EXHIBIT F) SHALL NOT BE DEEMED TO BE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**SECTION 13
INDEMNITY**

- (a) By Interconnector. Without limiting Interconnector's indemnification, defense, and hold harmless obligations otherwise set forth in this Agreement (including Exhibit F), to the maximum extent permitted by Applicable Law and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including its and their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims,

enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with (a) physical injury or damage to property or person, arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector (including each Interconnector Party, the Operating Agent or Physical Operator), (b) construction and/or installation work performed by Interconnector or any Interconnector Party (of any tier), Interconnector's Renewable Gas, or (d) a violation of Applicable Laws and Regulations arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector (including each Interconnector Party, the Operating Agent or Physical Operator).

- (b) No Statutory Limitation. The Interconnector's obligation to indemnify under this Agreement (including Exhibit F) shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for the Interconnector under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

SECTION 14 **DISPUTES**

Dispute Resolution. Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Interconnector's Facilities shall be resolved according to the procedures in Utility's Gas Rule No.22.

SECTION 15 **TERMINATION**

- (a) Termination.
- (i) Termination of Agreement. This Agreement may be terminated under any of the following conditions:
- (A) Interconnector may terminate this Agreement for any reason by providing Notice at least sixty (60) days prior to the end of the then-current term of this Agreement, such termination to take effect at the end of such term unless otherwise agreed to by the Parties.
 - (B) Utility may terminate this Agreement at any time after the primary term by providing Notice at least sixty (60) days prior to the end of the then-current term, such termination to take effect at the end of such term unless otherwise agreed to by the Parties.
 - (C) Utility may terminate this Agreement upon Notice to Interconnector if Interconnector has made a material misrepresentation concerning any of the provisions in this Agreement and/or the Exhibits, including the Conditions Precedent described in Section 3, and/or the representations in Exhibits B or C.
 - (D) Utility may terminate this Agreement upon Notice to Interconnector if Interconnector fails to comply with any of the quality, operational, and Renewable Gas delivery requirements in this Agreement, including the Renewable Gas quality and delivery requirements in Sections 5(c), (g) and (h).

- (E) Utility may terminate this Agreement upon Notice to Interconnector if (1) any representation or warranty made by the Guarantor was false or misleading when made, or (2) the Guarantor fails to make reasonable payment required or to perform any other material covenant or obligation in the Guaranty.
- (F) Utility may terminate this Agreement upon Notice to Interconnector if all of the Utility System assets are retired, abandoned, or deactivated by Utility, or are otherwise permanently removed from service.
- (G) Utility may terminate this Agreement upon Notice to Interconnector if Utility determines, in its sole discretion, that its eligibility status under the Hinshaw Exemption as described in Section 1(c) may be adversely affected by its performance under this Agreement.
- (H) Utility may terminate this Agreement upon Notice if a Balancing Agreement is not executed prior to the date that Release to Operations occurs.
- (I) Utility may terminate this Agreement if Interconnector fails to meet Utility's requirements specified in Section 16.
- (J) Utility may terminate this Agreement if Interconnector fails to make substantial progress, as determined by Utility in its sole discretion, on the engineering, procurement, construction, and/or installation of the Utility Facilities in accordance with Exhibit F, if Interconnector has elected the Self-Build Option.
- (K) Utility may terminate this Agreement if Interconnector has failed to make any payment(s) required under this Agreement in the timing required in this Agreement.
- (L) Utility may terminate this Agreement if suspension of Renewable Gas deliveries or receipts as described in Sections 5, 6, or 7 continues for a period of six (6) months without either resolution of the underlying situation, or a mutually agreed upon written plan of resolution.
- (M) Utility may terminate this Agreement if Interconnector fails to comply with any of the Gas flow requirements in Sections 5(d) or (f).
- (N) Utility may terminate this Agreement if there is a suspension of access at the Interconnection Point, as described in Section 1.7 of Exhibit F.
- (O) Utility may terminate this Agreement if Interconnector does not agree to pay for repairs, upgrades, modifications or replacements under Section 4(d), unless a mutually acceptable arrangement for the delivery of Interconnector's Renewable Gas into the Utility System has been made prior to such termination.
- (P) Utility may terminate this Agreement if Interconnector breaches or otherwise fails to perform or observe in any material respect any provision of this Agreement not otherwise addressed in this Section 15(a).
- (Q) Either Party may terminate this Agreement (1) in the event the Utility Facilities are not Released to Operations within two (2) years after the Effective Date; (2) in the event that any of the conditions in Section 3(a) have not been satisfied or waived by the Parties by the time specified therein; or (3) in accordance

with Section 4(c)(i) or 4(c)(ii)(C).

- (R) Either Party may terminate this Agreement if the CPUC or FERC at any time asserts: (1) that Interconnector is a public utility or subject to regulation by such regulatory body; or (2) that such regulatory body may prevent either Party from complying with this Agreement.
- (S) Either Party may terminate this Agreement if any Applicable Laws and Regulations relating to that Party's obligations under this Agreement, enacted or issued after the Effective Date, materially affects that Party's performance under this Agreement in a manner which is unacceptable to that Party, in its sole discretion.

(b) Cure Period for Certain Termination Events.

- (i) Utility shall provide sixty (60) days advance Notice to Interconnector if Utility elects to terminate this Agreement under Sections 15(a)(i)(I) through (P). If Interconnector fails to cure the termination event within such sixty (60) day period, this Agreement shall automatically terminate unless otherwise agreed to by the Parties prior to such termination, without the requirement of any further action by the Parties
- (ii) A Party terminating this Agreement under Sections 15(a)(i)(Q) through (S) shall provide Notice to the other Party. Within fifteen (15) days of receipt of the Notice, the Parties shall discuss in good faith whether or not this Agreement can be restructured on a mutually satisfactory basis under the circumstances to address the basis for termination. In the event the Parties are unable to agree on such a restructuring within forty-five (45) days after the first meeting on such matter, this Agreement may either
 - a. be extended up to an additional ninety (90) days thereafter by mutual consent obtained on or before such forty-fifth (45th) day, or
 - (2) be terminated if any Party, within fifteen (15) days thereafter, gives ten (10) days prior Notice.

(c) Post-Termination.

- (i) Upon the termination of this Agreement Utility shall have the right to disconnect the Utility Facilities from Interconnector's Facilities.
- (ii) Termination of this Agreement shall not release either Party from its obligation to make payments or compensate the other Party for damages or costs, if any are due or have been incurred, or for amounts accrued or then due and owing, or for any amounts required or owed under this Agreement.
- (iii) Notwithstanding the termination of this Agreement, the rights and obligations of each Party, which contain or refer to subject matter which relates to time periods subsequent to the termination of this Agreement, shall survive, including Sections 4(e), 9, 11, 12, 13, and 14.

SECTION 16
PERFORMANCE ASSURANCE; GUARANTY

- (a) Any Interconnector which is delivering Gas into the Utility system under an existing access agreement shall be deemed creditworthy unless the Interconnector shows a pattern of material past due payments or the Interconnector's financial condition has materially degraded.
- (b) Utility shall have the right, but not the obligation, to reevaluate the creditworthiness of any Interconnector whenever such Interconnector fails to fulfill its financial obligations under this

Agreement or whenever the financial condition of the Interconnector has materially changed, including but not limited to a change or transition in ownership, a request for a substantial increase in the amount of Gas to be delivered to Utility has been made, or significant under-deliveries have occurred.

- (c) In the event a reevaluation of credit of an existing Interconnector is deemed necessary by Utility, or if Interconnector is a new Interconnector, such Interconnector shall provide Utility with such Interconnector's most recent annual report and the Interconnector's most recent SEC Form 10-K or a copy of the Interconnector's audited financial statement.
- (d) The creditworthiness evaluation may be performed by an outside credit analysis agency selected by Utility, with final credit approval granted by Utility. The creditworthiness evaluation shall consider the credit facilities that are already in place between Utility and the Interconnector and the Interconnector's Affiliate(s) so that the credit coverage is not duplicative. Also, a third party (the "Guarantor") shall be allowed to assume creditworthiness on behalf of the Interconnector in accordance with the following provisions:
 - (i) Utility may accept a guaranty in an amount, from an issuer, and in a form acceptable to Utility in its sole discretion (the "Guaranty") from the Guarantor.
 - (ii) The Guarantor shall deliver and maintain the Guaranty until such time when the Interconnector is able to demonstrate the Interconnector's creditworthiness to Utility, as determined by Utility in its sole discretion. The Interconnector shall be in default of this Agreement if a replacement Guaranty (in a form, from an issuer and in an amount acceptable to Utility in its sole discretion) or a cash deposit or Letter of Credit in an amount determined by Utility in accordance with Section 16(e) is not received within fifteen (15) days of Utility's notice to the Interconnector of a determination that the Guarantor is no longer creditworthy (or Utility is unable to determine the creditworthiness of the Guarantor), as determined by Utility in its sole discretion.
- (e) In the event Utility denies the Interconnector or its Guarantor an unsecured line of credit, Utility shall provide the Interconnector, within seven (7) days of the denial of credit, with an explanation as to why the Interconnector or its Guarantor was denied credit. If the Interconnector or its Guarantor is denied an unsecured line of credit, Utility shall accept as a security deposit, for a secured line of credit, a cash deposit, or Letter of Credit or other instrument acceptable to Utility that meets the following criteria: the Interconnector's Interconnect Capacity multiplied by 40 days, and then multiplied by the average of the Average California/Arizona border price index for delivery into Utility ("Daily Index – SoCal Border Avg") as reported by the Natural Gas Intelligence ("NGI") (or its legal successor) for each day of the immediately preceding calendar month. If, for any reason, NGI (or its legal successor) ceases to be available, the price index will be based on another generally accepted available publication selected by Utility in its sole discretion.

SECTION 17

ADDITIONAL PROVISIONS

- (a) Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- (b) Interpretation. The following rules of interpretation shall apply:

- (i) Unless otherwise specified herein, all references to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then existing at the applicable time to which such construction applies.
 - (ii) Capitalized terms used in this Agreement, including the appendices hereto, shall have the meaning set forth in Section 2 or in Utility's Gas Rule No. 22, unless otherwise specified.
 - (iii) Any reference in this Agreement to any natural person, Governmental Authority, corporation, partnership or other legal entity includes its permitted successors and assigns or any natural person, Governmental Authority, corporation, partnership or other legal entity succeeding to its function.
 - (iv) Any reference to any Applicable Laws and Regulation means such Applicable Laws and Regulation as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effective from time to time, including rules and regulations promulgated thereunder.
 - (v) All references to dollars are to U.S. dollars.
 - (vi) The term "days" shall refer to calendar days unless otherwise noted as Business Days.
 - (vii) The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation.
- (c) Amendment. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties.
- (d) No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- (e) Waiver.
- (i) The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
 - (ii) Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.
 - (iii) Termination of this Agreement for any reason by Interconnector shall not constitute a waiver of Interconnector's legal rights to obtain an interconnection from Utility.
 - (iv) If any waiver of this Agreement is requested, such request shall be provided in writing.
- (f) Entire Agreement. This Agreement, including all Exhibits, and any incorporated tariffs or Gas Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no

other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. This Agreement shall be binding on each Party's successors and permitted assigns.

- (g) Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- (h) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- (i) Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (i) such portion or provision shall be deemed separate and independent; (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (iii) the remainder of this Agreement shall remain in full force and effect.
- (j) Governmental Authority. This Agreement shall be subject to all Applicable Laws and Regulations. The Parties agree to abide by the applicable sections of Utility's Gas Rules and tariffs, as revised from time to time. If at any time, the CPUC or any branch thereof, issues a finding or opinion, formal or informal, that this Agreement is inconsistent with CPUC rules, regulations, decisions, or policy, then this Agreement shall be amended to eliminate any inconsistency. This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.
- (k) Force Majeure. Neither Utility nor Interconnector shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected Party ("Force Majeure Event"). A Force Majeure Event shall include acts of God, a public enemy, or a Governmental Authority, strikes, lockouts, riots, rebellions, washouts, earthquakes, wildfires, floods, storms, extreme weather conditions, freezing of lines, pandemics, epidemics, quarantines, or any cause or causes of whatsoever nature (whether like or unlike those herein enumerated) beyond the reasonable control of either Party and which by the exercise of due diligence such Party is unable to prevent or overcome. In the event either Party claims that performance of its obligations was prevented or delayed by Force Majeure, that Party shall promptly provide Notice to the other Party of the circumstances preventing or delaying performance. Such Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to promptly remove the obstacles which preclude performance within a reasonable period of time.
- (l) Execution of Documents. Each Party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time to time be reasonably necessary to carry out the terms of this Agreement.
- (m) Monitoring, Testing, Reporting and Recordkeeping Requirements. Each Party will comply with all federal, state and local reporting requirements and shall adhere to all monitoring, testing, reporting and recordkeeping requirements issued pursuant to but not limited to CPUC decisions, rules, and General Orders, California Statutes and Health and Safety Codes.
- (n) Confidentiality. This Agreement is subject to the terms of that certain Confidentiality Agreement, dated [_____], between the Parties in accordance with and to the extent set forth

therein.

- (o) Publicity. Any public statements, publicity or press releases concerning this Agreement and the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between the Parties. No Party shall act unilaterally regarding such publicity or press releases without the prior written approval of the other Party, which approval shall not be unreasonably withheld.
- (p) Cooperation. The Parties shall cooperate with each other to achieve the purpose of this Agreement, including executing such other and further documents and taking such other and further actions as may be necessary or convenient to affect the transactions described herein. Neither party will intentionally take any action, or omit to take any action, which will cause a breach of such Party's obligations pursuant to this Agreement.
- (q) Safety and Health. Each Party shall ensure that any time its employees, agents, contractors, or subcontractors are accessing the other Party's facilities, such employees, agents, contractors, or subcontractors are abiding by reasonable safety, operational and drug policies, practices, and procedures, consistent with those customary in the gas industry, establishing minimum rules and standards to be followed while working on or near the Interconnection Point.

<< Signature Page Follows >>

ID: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

Southwest Gas Corporation

[Interconnector Name]

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

**EXHIBIT A
INTERCONNECTOR'S FACILITIES, INTERCONNECTION POINT AND UTILITY
FACILITIES**

[UTILITY METER NUMBER] - [UTILITY METER NAME]

Interconnector's Facilities

Interconnector's Facilities Drawings and Description of Gas Sources, Conditioning and Upgrading Facilities, and Contact Information

Drawings and Description of Interconnector's Facilities and Gas Sources *[Utility to Complete based on Interconnector provided information]*

Description of Process

Block Flow Diagram

Piping & Instrument Diagram

Estimated flow rate (MScf/d)	
Estimated heating value (Btu/Scf)	
Select Renewable Gas resource type at right	<input type="checkbox"/> Waste water treatment plant <input type="checkbox"/> Synthetic Gas <input type="checkbox"/> Dairy farm <input type="checkbox"/> Forest waste <input type="checkbox"/> Non-hazardous landfill <input type="checkbox"/> Food waste <input type="checkbox"/> Agricultural waste <input type="checkbox"/> Other _____
Renewable Gas source project name: _____ _____	Physical Address: _____ _____ _____
Contact Information for Appointed Physical Operator <i>[Interconnector to Complete]</i>	

ID: _____

Name: _____ Company: _____	Mailing Address: _____ _____
Phone: _____ Mobile: _____ Fax: _____ Email: _____	Physical Address (if different): _____ _____

Contact Information for Operating Agent [Interconnector to Complete] [Complete whether or not a Physical Operator has been appointed under this Agreement.]	
Name: _____ Company: _____	Mailing Address: _____ _____
Phone: _____ Mobile: _____ Fax: _____ Email: _____	Physical Address (if different): _____ _____

Utility Interconnection Point and Facilities

Drawings and Description of Interconnection Point and Utility Facilities [Utility To Complete]	
Requested Interconnect Minimum Capacity (MScf/d)	
Minimum Flow Requirement (MScf/d)	
Interconnect Capacity (MScf/d)	
Maximum Delivery Pressure (psig)	
Utility Receiving Pipeline	Line Number: Mile Point: MAOP:
Release to Operations Date	

**EXHIBIT B
INTERCONNECTOR DECLARATION**

[INTERCONNECTOR NAME] ("Interconnector") hereby declares that (1) it has title to and is fully authorized to transport all Gas that flows onto the Utility System from the Renewable Gas source(s) referenced in Exhibit A, and (2) it will appoint an authorized agent in accordance with the requirements of Utility's Balancing Agreement.

This declaration is effective as of the signature date below.

Utility may rely on this declaration, and Interconnector warrants that it shall indemnify and hold Utility harmless from and against any and all claims related to its declaration of title and authority to transport Renewable Gas onto the Utility System.

[INTERCONNECTOR NAME]:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit C - [x]
INTERCONNECTOR NONHAZARDOUS SOURCE CERTIFICATION

I, *[full name of certifying individual]*, being the *[job title]* of *[full legal name of renewable gas interconnector]* ("Interconnector"), hereby certify as follows:

1. I have the authority to execute, and, in accordance with the requirements of Utility's Gas Rule No. 22 in effect on the date of this Certificate, do hereby execute, this Certificate on behalf of Interconnector;
2. Renewable Gas injected pursuant to this Agreement is not collected from a Hazardous Waste Facility, as that term is defined in Section 25117.1 of the California Health and Safety Code, as may be amended from time to time; and
3. Interconnector is in compliance with the following Health and Safety Code Sections 25421(g)(1) and (2), as they may be amended from time to time; the actual language of the Code sections takes precedence over language written below:

"(1) A person shall not knowingly sell, supply, or transport, or knowingly cause to be sold, supplied, or transported, biogas collected from a hazardous waste landfill to a gas corporation through a common carrier pipeline."

"(2) A gas corporation shall not knowingly purchase gas collected from a hazardous waste landfill through a common carrier pipeline."

[INTERCONNECTOR NAME]:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit C - [x]
INTERCONNECTOR REDUCED SILOXANE TESTING QUALIFICATION CERTIFICATION

I, *[full name of certifying individual]*, being the *[job title]* of *[full legal name of renewable gas interconnector]* ("Interconnector"), hereby certify as follows:

1. I have the authority to execute, and, in accordance with the requirements of Utility's Gas Rule No. 22 in effect on the date of this Certificate, do hereby execute, this Certificate on behalf of Interconnector;
2. Interconnector's biogas is sourced only from dairy, animal manure, agricultural waste, forest residues, and/or commercial food processing waste and the biogas does not contain siloxanes;
3. Products containing siloxanes are not used at Interconnector's facilities in any way that allows siloxane to enter the biogas or biomethane; and
4. Interconnector shall notify Utility within 30 days of discovery, in accordance with the Notice provision in this Agreement, that the certifications set forth in paragraphs 2 or 3 are no longer true.

[INTERCONNECTOR NAME]:

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT D
INVOICING AND PAYMENT INSTRUCTIONS

(Changes to any of the following information may be made by either Party by giving five (5) Business Day's written notice prior to the effective date of the change.)

Payments to Utility by Wire: (Please include invoice number on the wire to facilitate reconciliation of the payment)	
Business Name	Information To Be Supplied
Mailing Address	Information To Be Supplied
ABA Routing Number	Information To Be Supplied
Account Name	Information To Be Supplied
Account Number	Information To Be Supplied

Payments to Utility by Check: (Please include invoice number on the check to facilitate reconciliation of the payment)	
Business Name	Information To Be Supplied
Mailing Address	Information To Be Supplied

Payments to Interconnector:	
Business Name	Information To Be Supplied
Attention	Information To Be Supplied
Mailing Address	Information To Be Supplied

Invoices to Interconnector:	
Business Name	Information To Be Supplied
Attention	Information To Be Supplied
Mailing Address	Information To Be Supplied

**EXHIBIT E
FORM OF WORK ORDER**

1. Scope of Work.
2. Payment.
3. Additional Information or Requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Order to be duly executed by their authorized representatives as of the last date set forth below.

Southwest Gas Corporation

[Interconnector Name Here]

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT F
INTERCONNECTOR'S SELF-BUILD OPTION

1.1. Self-Build Facilities. Where Interconnector has elected the Self-Build Option with respect to the Utility Facilities (such Utility Facilities, the "Self-Build Facilities"), all work must be performed in accordance with (a) Utility's planning and design standards and practices, design criteria, specifications for equipment and materials, construction standards and methods, and operational and maintenance requirements (all of which Utility shall make reasonably available to Interconnector for Interconnector's inspection and subsequent use), and (b) all Applicable Laws and Regulations, including jurisdictional permit requirements. Utility reserves the right to provide to Interconnector and Interconnector shall accept and use if provided, certain elements of the design of Utility's choosing, including the Screening Study, Interconnect Capacity Study, Preliminary Engineering Study (each as described in Utility's Gas Rule No. 22), standard facility designs, and/or the measurement elements of the design, including the meter, Gas chromatograph, Programmable Logic Controller (PLC), SCADA controller, and software logic and programming used to control the Gas measurement equipment and communication between the measurement skid and Utility's SCADA system.

1.2. Interconnector Parties. All design, jurisdictional permitting, and construction and installation work must be performed using Utility-qualified Interconnector Parties. At a minimum, Interconnector shall, and shall contractually require each Interconnector Party to (a) employ and utilize workers properly qualified and skilled, (b) comply with Applicable Laws and Regulations, (c) satisfy the insurance requirements set forth in Attachment 1 to this Exhibit F, and (d) indemnify and defend Utility and hold it harmless, in accordance with the terms of this Agreement, from all liability in connection with Interconnector's or an Interconnector Party's work.

1.3. Self-Build Facilities Installation. Interconnector shall be responsible for the actions or inactions of each Interconnector Party as well as for all construction and installation, equipment, and facility requirements arising out of or in connection with the Self-Build Facilities, all at Interconnector's expense and all as further documented in the applicable Work Order(s), including all trenching/excavation, backfilling compaction, surface repair, including furnishing any imported backfill material required, furnishing and installing all measurement, processing, monitoring equipment, pipes, valves, fittings, regulators, meters, analyzers, and substructures, all in accordance with Utility's specifications.

1.4. Inspection of the Self-Build Facilities. Any and all work of Interconnector with respect to the Self-Build Facilities is subject to inspection, testing, and acceptance or rejection by Utility at all times in accordance with the testing methods and acceptance criteria set forth in the applicable Work Order or, if none, in accordance with such methods and criteria as Utility determines before or at the time of any such inspection. All such inspection and testing shall be performed by Utility personnel and/or agents and shall be paid for by Interconnector. Without limiting the generality of the foregoing, Utility shall have, at its sole discretion, the right to establish design and construction hold points for engineering and inspection oversight, and approve that the engineering, design, permit and/or installation and construction of Self-Build Facilities comply with Utility's standards, specifications, plans, procedures and other requirements. Interconnector shall not proceed to work beyond the hold points until receiving clearance from the Utility to do so. Interconnector acknowledges and agrees that such right of inspection of the Interconnector's work by Utility will not relieve Interconnector of responsibility for the proper performance of the work, nor shall such inspection waive Utility's right to reject the work at a later date. Interconnector agrees not to rely upon such inspections and approvals to meet Interconnector's responsibilities under this Agreement or for any

other purpose, and agrees to hold Utility harmless from, and Interconnector hereby releases Utility from, any and all liability related directly or indirectly to the use or application of such inspections and approvals.

1.5. Final Acceptance of Self-Build Facilities. As part of and as a condition precedent to Utility's final acceptance of the Self-Build Facilities, Utility shall have the right to (a) inspect, test, and accept or reject all construction and installation work, (b) review all final control and measurement system(s) programming and configuration, (c) perform acceptance testing, (d) commission the Self-Build Facilities (including functional, logic, programming and communication checkouts), (e) require that Interconnector deliver all documentation related to the Self-Build Facilities, including all as-built drawings, warranties, spare parts, attic stock, and manuals, and (f) perform such other tasks or deliver such other project documentation, licenses, permits, registrations, and certificates, as deemed necessary by Utility, in its sole discretion, to enable Utility to accept such Self-Build Facilities. All such inspection, testing, commissioning and other work to be performed by Utility as part of its final acceptance of the Self-Build Facilities shall be performed by Utility personnel and/or agents and shall be paid for by Interconnector. Utility shall have a minimum of thirty (30) days following the completion of construction and prior to the date that Release to Operations occurs to perform programming, testing and commissioning activities. If Utility finds any defect in or noncompliance with the Self-Build Facilities, it shall deliver Notice to Interconnector identifying such defect or noncompliance, and any outstanding work or deliverables related thereto. Interconnector shall then promptly have such defective or noncompliant work remedied at its expense; provided, however, that Interconnector shall only perform such remediation work after Utility, at its sole discretion, determines that it can safely disconnect, and does disconnect, the Self-Build Facilities from the Utility System.

1.6. Ownership of Self-Build Facilities. Upon final acceptance of the Interconnector-designed and/or constructed Self-Build Facilities by Utility, which shall occur no earlier than all of the requirements set forth in Section 1.5 of this Exhibit have been satisfied in Utility's sole discretion, ownership of such Self-Build Facilities shall transfer to (and vest in) Utility in accordance with the terms of an Agreement for Transfer of Ownership of Interconnection Point Systems (Form []) executed by the Parties. All Self-Build Facilities installed pursuant to this Agreement or otherwise shall be and remain at all times, the sole property of Utility.

1.7. Non-Compliance with Applicable Laws and Regulations or Utility Standards. If, prior to the transfer of ownership of the Utility Facilities from Interconnector to Utility, the Interconnection Point and/or the Utility Facilities are deemed noncompliant with any Applicable Laws and Regulations or Utility's standards, specifications and requirements, in each case, as interpreted by Utility in its sole discretion, Utility may send Interconnector a Notice of the noncompliance and, to the extent the noncompliance does not, in Utility's sole discretion, require immediate action, provide a cost estimate and scope of additional work for correction that would be done pursuant to the terms herein. Interconnector shall have thirty (30) days to respond to Utility with payment of estimated costs for the specified remediation project. If immediate action is required, Utility may suspend access and take whatever other measures it deems reasonable and prudent, including disconnecting Utility Facilities from Interconnector's Facilities and from Utility's system and depressurizing Utility's Facilities, unless and until Interconnector has funded remediation pursuant to a Work Order. Further, if the remediation work qualifies to be done as part of Interconnector's Self-Build Option, Interconnector shall respond within such thirty (30) days and elect to self-perform such remediation work pursuant to the terms of Exhibit F following Utility's disconnection and depressurization, if applicable, of Interconnector Self-Build Facilities. At such time Interconnector must pay Utility's estimated costs to be incurred for such self-performance of the remediation work and guarantee that the completion date for the work will be the earlier of (A) such completion date as prescribed by the applicable Governmental Authority, if applicable, and (B) within six (6) months of the Notice of non-compliance. Failure by Interconnector to provide an acceptable and timely response to Utility shall, without limiting Utility's other rights set forth in this Agreement, result in a suspension (or continued

suspension) of access at the Interconnection Point until such time as the identified issue is corrected to Utility's satisfaction.

1.8. Warranty. Prior to the final acceptance of the Self-Build Facilities by Utility, Interconnector shall be responsible for (a) the continued maintenance of the Self-Build Facilities to preserve its integrity, (b) the safe and reliable operation of the Self-Build Facilities in accordance with Applicable Laws and Regulations, and (c) all injury and damage resulting from operation of the Self-Build Facilities. After transfer, Utility shall assume responsibility for operation of the Self-Build Facilities and provision of service and shall, per the terms of this Agreement, assume liability for operation of the Self-Build Facilities except with respect to defects known to Interconnector and not disclosed to Utility during the transfer of ownership process or breach of Interconnector's representations. Interconnector warrants that all work and/or equipment furnished or installed by Interconnector and/or any Interconnector Parties shall be free of defects in workmanship and material, in accordance with CPUC General Order 112-F (or its successor) and each other applicable CPUC General Order as well as Utility's planning, design standards, design criteria, and specifications, and shall otherwise meet or exceed Good Utility Practices. Interconnector shall require a warranty on installation and parts from all such Interconnector Parties that is acceptable to Utility, in its reasonable discretion (it being understood that any such warranty will be deemed reasonable if it is equivalent to the warranty Utility would receive on such installation and parts from such Interconnector Party absent Interconnector's election of the Self-Build Option), and shall assign such warranty to Utility. Should the Self-Build Facilities develop defects during the applicable warranty period, Utility, at its election, shall either (a) repair or replace the defective work and/or equipment per the terms of this Agreement, or (b) demand that Interconnector repair or replace the defective work and/or equipment. In either event, Interconnector shall be liable for all costs, claims or other liabilities associated with such repair and/or replacement. Interconnector, upon demand by Utility, shall promptly correct, to Utility's satisfaction and that of any Governmental Authority, any breach of any warranty.

1.9. Environmental Terms and Conditions.

1.9.1. For purposes of this Agreement, the following terms shall have the following meanings:

1.9.1.1. "Hazardous Materials" means any chemical, substance, material, controlled substance, object, product, by-product, residual, condition, solid, hazardous waste, or any combination thereof, that is hazardous to human health, safety, or the environment due to its ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or effects. Hazardous Materials include (a) any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, and substances defined as "hazardous substances," "hazardous material," "hazardous wastes," or "toxic substances" in, under, or pursuant to any EH&S Law, and (b) oil or petroleum products, asbestos, and any asbestos containing materials, radon, polychlorinated biphenyls, urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions, and waste, or any combination thereof, that now are, or after the Effective Date become listed, defined, or regulated by any EH&S Law.

1.9.1.2. "EH&S Law" means any and all applicable federal, state, regional, county, or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit, or permit conditions, which, on or after the Effective Date relate in any way to worker or workplace safety, environmental conditions, environmental quality or policy, or health and safety issues or concerns (including product safety). EH&S Law includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Toxic Substance Control Act, the Safe Drinking Water and Toxic Enforcement Act, the California Hazardous Waste Control Law, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the Porter-Cologne Water Quality Control, and, in each case, applicable regulations or rules promulgated thereunder.

1.10. Without limiting Section 1.2 of this Exhibit F, Interconnector agrees to use, and agrees that it shall require each Interconnector Party, if any, to use only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by any applicable EH&S Law or Governmental Authority to enable such personnel to perform their work involving any part of Interconnector's obligations under this Agreement.

1.11. Interconnector agrees that all materials and equipment to be supplied or used by Interconnector or any Interconnector Party in the performance of its obligations under this Agreement, including vehicles, loading equipment, and containers, shall be in good condition and fit for the use(s) for which they are employed by Interconnector or such Interconnector Party, if any. Interconnector further agrees that none of the materials to be supplied or used by Interconnector and any Interconnector Party in the performance of its obligations under this Agreement shall contain asbestos or asbestos-containing materials, unless feasible alternatives or commercially reasonable replacements do not exist or are not available. Such materials and equipment shall at all times be maintained, inspected and operated as required by applicable EH&S Law. Interconnector further agrees that all licenses, permits, registrations and certificates or other approvals required by any EH&S Law or Governmental Authority shall be procured and maintained for such materials and equipment at all times during the use of the same by Interconnector or any Interconnector Party in the performance of any of Interconnector's obligations under this Agreement.

1.12. Interconnector specifically agrees that in the performance of its obligations under this Agreement, Interconnector shall at all times fully comply with and cause each Interconnector Party, if any, to fully comply with all applicable EH&S Laws. Interconnector shall immediately inform Utility of any conflict between any EH&S Law and any Utility standard practice or description of any of Interconnector's obligations under this Agreement, but such duty to inform shall not relieve Interconnector of any liability or indemnity requirement for failure to comply with all applicable EH&S Laws. Interconnector further agrees that Interconnector shall obtain and maintain in effect at all times, and cause all Interconnector Parties to obtain and maintain in effect at all times, at its and their sole cost and expense, all licenses, permits, registrations, certificates, and approvals required by any EH&S Law or by any Governmental Authority for the work undertaken by Interconnector or such Interconnector Parties and in the performance of Interconnector's obligations under this Agreement.

1.13. All Hazardous Materials used in connection with the obligations required under this Agreement shall be promptly and properly managed, containerized, stored, removed, transported and disposed of by Interconnector in accordance with all applicable EH&S Law. Without in any way limiting the foregoing, Interconnector shall not, under any circumstances, cause or permit the spillage, discharge, emissions, or release of any Hazardous Materials in the performance of Interconnector's obligations under this Agreement. If spillage, discharge, emission, or release should accidentally occur through Interconnector's actions or the actions of its employees, officers, representatives, contractors or subcontractors, then Interconnector shall immediately notify Utility and take such actions in accordance with Section 1.17 below. Furthermore, Interconnector is absolutely prohibited from creating, disposing, recycling, treating,

releasing or handling any kind of Hazardous Materials at, on or within any Utility-owned or operated facility or property.

1.14. In connection with its performance under this Agreement, Interconnector shall not store any Hazardous Materials for periods in excess of applicable site storage limitations imposed by EH&S Law, other laws or Utility's standard practices, whichever shall be more restrictive. Interconnector shall take, at its expense, all actions necessary to protect third parties, including Utility's tenants, employees, and agents, from any exposure to, or hazards of, Hazardous Materials which are associated in any manner with any of Interconnector's obligations under this Agreement, including site soils and/or groundwater contamination while they are, or should be, under Interconnector's control, as well as any discharges, releases, and spills of such Hazardous Materials. Furthermore, Interconnector may not store any kind of Hazardous Materials, at, on or within any Utility-owned or operated facility or property, without prior written authorization from Utility, which authorization shall be limited solely to specific Hazardous Materials and quantities thereof identified in a list prepared by Interconnector, and solely to certain, specific Utility facilities and properties identified in a list also prepared by Interconnector of where these Hazardous Materials will be stored.

1.15. Interconnector shall comply with all applicable EH&S Laws and the requirements of Governmental Authorities; however, Interconnector shall exert all efforts to reach and consult with Utility's representative prior to making any report to Governmental Authorities pursuant thereto and shall follow Utility's representative's instructions so long as they are consistent with Interconnector's legal obligations.

1.16. In the event of any unauthorized release of a Hazardous Material by Interconnector, Interconnector shall perform the following actions: (a) Take all reasonable steps necessary to stop and contain said release; (b) Make any report of such release as required under EH&S Law; and (c) Clean up such release as required by the applicable Governmental Agency.

1.17. Interconnector shall immediately notify Utility's representative of the following upon the occurrence of any unauthorized release of Hazardous Material in connection with Interconnector's obligations under this Agreement: (a) A description of the release; (b) The identification of the Hazardous Material and the volume released; (c) Death of any person; (d) Property damage; (e) Any communication from any Governmental Agency that alleges that Interconnector is not acting in compliance with EH&S Law; (f) Any communication from any Governmental Agency that affects any permits or licenses necessary to perform Interconnector's obligations under this Agreement.

1.18. Within 36 hours of the release covered by this Agreement, Interconnector shall submit to Utility's representative a written report, in a format required by Utility, describing in detail any event of any release of a Hazardous Material. Such report shall include the following information: (a) Name and address of Interconnector and any subcontractor(s) involved; (b) Name and address of Interconnector's commercial and environmental liability insurance carrier; (c) Name and address of any injured or deceased persons, if applicable; (d) Name and address of any property damage, if applicable; (e) A detailed description of the release including the identification of the Hazardous Material, the date and time of the release, the volume released, and the nature of any environmental contamination; (f) A determination of whether any of Utility's personnel, equipment, tools or materials were involved; (g) A detailed description of all reports made to any Governmental Agency, and a description of the actions taken to respond to the release.

1.19. Interconnector shall NOT: (a) Transport any Hazardous Material that Utility generated for purposes of treatment, storage, recycling and/or disposal or (b) Conduct any treatment, storage, recycling and/or disposal of any Utility generated Hazardous Material unless specifically authorized by Utility in writing to

perform such activities. If Interconnector is authorized by Utility to perform such activities, then the following terms and conditions shall apply:

- 1.19.1. Interconnector shall not transport any Utility generated Hazardous Material to any treatment, storage, recycling and/or disposal facility (hereinafter called "TSDf") not authorized by Utility in writing. Prior to transporting Utility generated Hazardous Material in each case, Interconnector shall confirm that the TSDf has procured and maintained in effect all licenses, permits, registrations, certificates or other authorizations required by any EH&S Law or Governmental Authority to lawfully receive, handle, transport, store, treat, recycle, incinerate, dispose of, or otherwise manage or use such Hazardous Material. Interconnector shall not transport any Utility generated Hazardous Material to any TSDf which is unable or fails to provide such confirmation and Interconnector shall immediately notify Utility. Utility reserves the right at any time, in Utility's sole discretion, to cancel its authorization of any TSDf by written notice to Interconnector.
- 1.19.2. Utility shall, when required by EH&S Law, provide Interconnector with a complete and executed Hazardous Waste Manifest or other shipping documentation for Utility generated Hazardous Material to be transported for treatment, storage, recycling and/or disposal. Interconnector's transportation, recycling, treatment, storage, and/or disposal of any such Hazardous Material in accordance with this Agreement shall be documented by Interconnector utilizing, among other things, the Hazardous Waste Manifest tracking system or other records as required by EH&S Law, copies of which shall be provided to Utility within ten (10) calendar days of shipment.
- 1.20. Upon taking possession of and transporting Hazardous Material conforming to Utility's Hazardous Waste Manifest from Utility's facility, or from any other place of transfer, or upon accepting delivery of Utility's Hazardous Material at an authorized TSDf, whichever circumstances are applicable, the title, risk of loss, and all other incidents of ownership to such Hazardous Material shall be transferred from Utility and vested in Interconnector.
- 1.21. Utility warrants that the Hazardous Waste Manifest(s) or other shipping document required by this Agreement and/or any EH&S Law to be prepared by Utility shall properly identify the Hazardous Material to be transferred to Interconnector.
- 1.22. Interconnector shall provide the following to Utility for each material which Interconnector furnishes under this Agreement: (a) A completed Material Safety Data Sheet (MSDS) for each product or substance which contains a Hazardous Material as defined herein; and (b) A written statement for each material that is a Mixture or Trade Name Product which contains a Toxic Chemical subject to the reporting requirements of Section 313 or EPCRA (40 CFR Section 372 et seq.) including: (i) The name and associated CAS (Chemical Abstract Services Registry) number of the Toxic Chemical; (ii) The specific concentration at which each such Toxic Chemical is present in each such Mixture or Trade Name Product; and (iii) The weight of each such Toxic Chemical in each such Mixture or Trade Name Product.
- 1.23. Indemnification. Without limiting Interconnector's indemnification, defense, and hold harmless obligations otherwise set forth in this Agreement, to the maximum extent permitted by Applicable Laws and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with: (a) any Hazardous Material brought onto or generated

at the site by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement; (b) the use, storage, transportation, processing or disposal of Hazardous Materials by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement; (c) any unauthorized release of a Hazardous Material; (d) any enforcement or compliance proceeding commenced by or in the name of any Governmental Agency because of an alleged, threatened or actual violation of any EH&S Law; (e) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement of any EH&S Law; and/or (f) any other cause of whatsoever nature, arising out of or in any way connected with Interconnector's performance or nonperformance of its obligations under this Exhibit F.

**Attachment I to Exhibit F (Interconnector's Self-Build Option)
Insurance Requirements**

Instructions: Interconnector will be required to comply with Utility's then-standard insurance requirements, which will be included in this Attachment 1.

(END OF ATTACHMENT C)

ATTACHMENT D
Agreement to Transfer Ownership

AGREEMENT FOR TRANSFER OF OWNERSHIP OF
RENEWABLE GAS SELF-BUILD FACILITIES

between
[Interconnector]
and
Southwest Gas Corporation

This Agreement for Transfer of Ownership of Renewable Gas Self-Build Facilities ("Agreement") is entered into this _____ day of _____, 20_, by and between SOUTHWEST GAS CORPORATION ("Utility") and [INTERCONNECTOR] ("Interconnector"). Capitalized terms used but not defined in this Agreement shall have the meaning assigned to them in the SRGIA (as defined below).

RECITALS

A. Reference is made to the Standard Renewable Gas Interconnection Agreement between Interconnector and Utility ("SRGIA"), dated [SRGIA DATE], covering gas delivered through the Interconnection Point at meter [unique identifier for transfer of ownership, such as meter number], pursuant to which the Interconnector has elected to exercise the Self-Build Option for certain Utility Facilities, as specified in Appendix I of this Agreement ("Appendix I").

B. The Appendix I facilities include, but are not limited to: pipes, valves, fittings, regulators, meters, and other associated facilities and materials to be transferred under this Agreement, and are referred to as the "Self-Build Facilities."

C. Interconnector desires to transfer ownership of the Self-Build Facilities to Utility, and Utility is willing to accept the transfer of ownership of the Self-Build Facilities subject to the terms and conditions set forth in this Agreement (including its appendices) and the SRGIA.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. SYSTEM LOCATION

Interconnector desires to transfer ownership of the Self-Build Facilities located on the property more particularly described as follows:

Address: _____

Legal Description:

2. LIENS AND ENCUMBRANCES

Interconnector represents and warrants that Interconnector is the sole owner of the Self-Build Facilities and that no part of the Self-Build Facilities are subject to any lien or encumbrance of any nature whatsoever, including, without limitation, any imposition(s) such as taxes or assessments by a Governmental Authority.

3. RIGHTS-OF-WAY

Where new formal rights-of-way, easements, land leases, permits, or other land rights are required by Utility, in its sole discretion, for the Self-Build Facilities on or over Interconnector's property, or the property of others, Interconnector understands and agrees that Utility shall not be obligated to accept ownership of the Self-Build Facilities unless and until any necessary permanent rights-of-way, easements, land leases, and permits, satisfactory to Utility, are granted to Utility or obtained for Utility by Interconnector without cost to or condemnation by Utility.

4. TRANSFER OF OWNERSHIP OF SYSTEM

Upon completion of construction work and installation of the Self-Build Facilities, the satisfaction of Interconnector's obligations under the SRGIA arising out of Interconnector's election of the Self-Build Option (including, without limitation, Utility's receipt of necessary rights-of-way, easements, land leases, permits, or other land rights, as well as any project documentation, licenses, permits, registrations, and certificates deemed necessary by Utility in its sole discretion, to accept the Self-Build Facilities), Utility's inspection, review, testing, and other activities related to the acceptance of the Self-Build Facilities, as further described in the SRGIA, receipt of inspection approval from Utility and authorities having jurisdiction for the inspections, and Interconnector's transfer to Utility of the value described in Appendix II, Utility shall own, operate, and maintain the Self-Build Facilities pursuant to the SRGIA. On such date, Utility shall accept the Self-Build Facilities by executing this Agreement (the "Transfer Date"), and title to the Self-Build Facilities and each and every component part thereof shall immediately pass from Interconnector to Utility free and clear of all liens and encumbrances, and Interconnector's performance of its obligations under this Agreement shall be

deemed fulfilled except to the extent of any surviving representations, warranties, and other obligations, as further described in Section 20 herein or otherwise set forth in this Agreement (including Appendix III).

5. CONTRIBUTIONS, ADVANCES, AND ALLOWANCES

5.1 VALUE OF SELF-BUILD FACILITIES. Utility, in its sole judgment, shall determine the value of the Self-Build Facilities, and Interconnector shall contribute such value to Utility. Interconnector shall provide an estimate of its cost to purchase and install the Self-Build Facilities, including any internal labor and overheads and all necessary invoices and records to document the value of the Self-Build Facilities. The value of the Self-Build Facilities is described in Appendix II.

5.2 INCOME TAX COMPONENT CONTRIBUTION ("ITCC"). The capital portion of all contributions and advances by Interconnector, to the extent they are taxable to Utility, shall include ITCC at the rate provided in the Preliminary Statement of Utility's California Public Utilities Commission ("Commission") approved tariff schedules as adopted and implemented. If Interconnector desires to seek a private letter ruling from the IRS, Interconnector must first obtain consent from Utility and the cost will be borne by Interconnector. If Utility and Interconnector jointly agree that a private letter ruling is necessary or desirable, Interconnector and Utility agree to cooperate on the content of the request.

6. PERMITS AND LICENSES

Interconnector represents and warrants that all approvals, permits and licenses required for the efficient and intended operation of the Self-Build Facilities are in full force and effect.

7. AD VALOREM TAXES

Interconnector represents and warrants that all taxes or other assessments on or concerning the Self-Build Facilities for the current tax year and earlier have been paid in full and there are no penalties or delinquency charges owing. The current ad valorem taxes for the tax year in which the Self-Build Facilities are conveyed shall be prorated as of the date of conveyance. Interconnector shall pay to Utility on demand such part thereof as is attributable to the portion of the tax year prior to conveyance of the Self-Build Facilities.

8. THIRD PARTY CONSENTS

Interconnector represents and warrants that all requisite third party consents to sell, assign, and transfer the Self-Build Facilities and rights-of-way, easements, land leases, permits, or other land rights have been secured.

9. CONDITION OF SYSTEM

Interconnector represents and warrants that Self-Build Facilities (a) are in good operating condition, (b) are capable of providing the end users a safe and reliable source of gas service, (c) comply with the Commission's General Orders, (d) are compatible with, and meet Utility's then-current planning, design standards, design criteria, specifications for equipment and material, construction standards and methods, and operational and maintenance requirements, and (e) otherwise satisfy all of Interconnector's representations, warranties, and covenants set forth in the SRGIA arising out of Interconnector's election of the Self-Build Option.

10. LITIGATION, PROCEEDINGS, AND CLAIMS

Interconnector represents and warrants there are no investigations, charges, proceedings, actions, or suits pending, or threatened, before any Governmental Authority, or any other public forum, that could affect, encumber, or burden the Self-Build Facilities or the ability of Utility to operate the Self-Build Facilities, or could result in impairment to or loss of Utility's title to the Self-Build Facilities.

11. GOVERNMENTAL COMPLIANCE

Interconnector represents and warrants that the Self-Build Facilities have been designed, constructed, and operated by or on behalf of Interconnector in full compliance with all Applicable Laws and Regulations, including ordinances and codes, of all city, county, state, and federal Governmental Authorities, and including, but not limited to, laws, rules, and regulations relating to environmental matters; and further including all rulings and orders of the Commission, and no notice from any Governmental Authority has been served upon Interconnector or its agents or upon the Self-Build Facilities, claiming violation of any Applicable Law and Regulations calling attention to the need for any work, repairs, constructions, alterations, or installation on or in connection in any way with the operation of the Self-Build Facilities with which Interconnector has not complied.

12. ASSIGNMENT OF AGREEMENT

This Agreement may be not be assigned by either party without the written consent of the other party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.

Interconnector shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing for the

Interconnector's Facilities. Interconnector will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Interconnector shall require that upon any exercise of remedies by the financing party, the entity substituted for Interconnector shall have an equal or greater credit rating as Interconnector and have the legal authority and operational ability to satisfy the obligations of Interconnector under this Agreement.

Either party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning party.

Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a party to this Agreement and shall undertake all rights and responsibilities under this Agreement.

Any attempted assignment that violates any of the requirements of this Section 12 is void and ineffective.

13. AGREEMENT TERMINATION

Interconnector has the right to terminate this Agreement at any time before the transfer is complete upon written notice to Utility. Notwithstanding an event of termination, within 60 calendar days of receipt of Utility's itemized invoice, Interconnector shall reimburse Utility for its expenses covering any engineering, surveying, right-of-way acquisition, and other associated work incurred by Utility. If such expenses are greater or less than any contribution or advance made to Utility by Interconnector, Interconnector shall pay to Utility or Utility shall refund the balance to Interconnector, without interest, as the case may be. This Section 13 shall survive any termination of this Agreement.

14. INDEMNIFICATION

Without limiting the indemnification, defense, and hold harmless obligations set forth in the SRGIA, to the maximum extent permitted by Applicable Laws and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with (a) physical injury or damage to property or person, arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector, and (b) any inaccuracy in or breach of any representation or warranty made by Interconnector in this Agreement or any certificate delivered

pursuant to this Agreement. This Section 14 shall survive any termination of the Agreement.

15. JOINT AND SEVERAL LIABILITY

Where two or more individuals or entities have executed this Agreement and are jointly transferring the Self-Build Facilities under this Agreement, all such parties shall be jointly and severally liable to comply with all terms and conditions herein.

16. NOTICES

Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]
Mailing Address:

If to Utility: [Contact Information To Be Supplied]
Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone or email to the telephone numbers and email addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section 16:

If to Interconnector: [Contact Information To Be Supplied]
Telephone Numbers:
Email Address:

If to Utility: [Contact Information To Be Supplied]
Telephone Numbers:
Email Address:

Either party may change the notice information in this Section 16 by giving notice within five (5) business days prior to the effective date of the change.

17. ADDITIONAL TERMS AND CONDITONS

Appendix III to this Agreement, if applicable, includes additional terms and conditions associated with Utility's acceptance of the transfer of ownership of the Self-Build Facilities.

18. COMMISSION JURISDICTION

This Agreement is subject to the applicable provisions of Utility's tariffs as filed and authorized by the Commission. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

19. INCORPORATION BY REFERENCE

All Appendices and other attachments are incorporated by reference.

20. BRING-DOWN OF REPRESENTATIONS AND WARRANTIES; SURVIVAL

All representations and warranties made by Interconnector are ratified and affirmed as of the Transfer Date. Notwithstanding the foregoing, Utility may, in its sole discretion, require Interconnector to execute a "bring-down certificate" as of the Transfer Date in form and substance acceptable to Utility in its sole discretion. Where the context permits, the terms and conditions of this Agreement shall survive termination.

21. GOVERNING LAW

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

22. AMENDMENT

No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both parties.

23. DISPUTES

Any dispute arising between the parties regarding a party's performance of its obligations under this Agreement or requirements related to the interconnection of the Interconnector's Facilities shall be resolved according to the procedures in Utility's Gas Rule No. 22.

<< Signature Page Follows >>

24. SIGNATURE CLAUSE

The signatories have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Interconnector hereby agrees to the terms and conditions of this Agreement, it being understood that Utility shall execute this Agreement upon its acceptance of the Self-Build Facilities in accordance with the terms of the SRGIA and this Agreement.

INTERCONNECTOR

Signature:

Name of Authorized Individual: _____

Title:

Mailing Address: _____

Telephone:

UTILITY ACCEPTS THE SELF-BUILD FACILITIES THIS _____ DAY OF _____, _____

Signature:

Name of Authorized Individual: _____

Title:

DATE EXECUTED:

For Utility's Use only:

DATE OWNERSHIP OF SELF-BUILD FACILITIES ARE TRANSFERRED TO UTILITY

TRANSFER DATE: _____

WORK ORDER NO.: _____

ASSOCIATED WORK ORDER NOS.: _____

APPENDIX I - DESCRIPTION OF INTERCONNECTOR SELF-BUILD
FACILITIES

APPENDIX II - COST ARRANGEMENTS

APPENDIX III - ADDITIONAL TERMS AND CONDITIONS

(END OF ATTACHMENT D)

ATTACHMENT E
Data Access Agreement

INTERCONNECTOR MEASUREMENT DATA ACCESS DEVICE AGREEMENT

This Interconnector Measurement Data Access Device Agreement ("Agreement"), dated and effective as of date of the latest signature set forth below, is entered into by and between Southwest Gas Corporation ("Utility") and _____ ("Interconnector").

Recitals

Whereas, the Utility is, or will soon be, recording the volumes and composition of gas delivered at the Utility's gas meter located at _____ ("Interconnector's Facility") using an electronic pressure and temperature corrective device ("Electronic Measurement Device") and a gas chromatograph or other gas analyzer ("Gas Quality Measurement Device"), respectively; and

Whereas, the Interconnector can obtain access to temperature and pressure corrected gas delivery data recorded by the Electronic Measurement Device and gas composition data recorded by the Gas Quality Measurement Device by interconnecting to an additional device ("Data Reporting Device"); and

Whereas, at Interconnector's request, the Utility is willing to allow the Interconnector to connect to the Data Reporting Device at Interconnector's expense and on terms set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. As a standard component of the Interconnector's metering facilities, the Utility shall (i) select, engineer, and install the Data Reporting Device as described in Appendix A (unless such selection, engineering, and installation has occurred or will occur pursuant to another agreement between the parties, such as an interconnection agreement, in which case that agreement shall govern such selection, engineering, and installation), and (ii) maintain the Data Reporting Device, in each case, at Interconnector's Facility. The Data Reporting Device shall be interconnected with the Electronic Measurement Device and the Gas Quality Measurement Device. As set forth in Section 3 hereof, the Interconnector may connect with the Data Reporting Device to access gas delivery and gas composition data.

2. Utility's estimated cost to select, engineer, and install the Data Reporting Device is \$ _____. A Utility work order must be executed, and Interconnector advance payment received before the Utility will perform the work (if provisions for payment of the estimated cost have not already been made pursuant to an interconnection or other agreement). Prior to termination of this Agreement, the Utility shall submit an invoice to Interconnector for the estimated costs of disconnecting the Interconnector from the Data Reporting Device, which shall be payable by Interconnector within 30 days of the date of such invoice. If, at any time, Utility determines that the actual costs incurred (or to be incurred) by Utility in performing any of the work under this Agreement will exceed or are expected to exceed any previously estimated costs, Utility may invoice Interconnector for the difference between such previously estimated costs and the then-current estimated costs, and Interconnector shall pay the invoice for the additional amount as a condition precedent of Utility continuing work. Upon final determination of the actual costs incurred by Utility in performing any of the work under this Agreement, Utility will perform a true-up of such actual costs compared to the amounts already paid by Interconnector, and will generate an invoice showing the difference, if any. If such actual costs exceed the amount already paid by Interconnector, Interconnector shall pay the amount specified in the invoice within thirty (30) days of receipt of the invoice. If such actual costs are less than the amount already paid by Interconnector, Utility will refund the amount specified in the invoice within thirty (30) days of delivery of the invoice to Interconnector.

3. Upon completion of the installation of the Data Reporting Device and any testing or other procedures deemed necessary by Utility, in its discretion, with respect thereto, Utility will allow the Interconnector, at its expense, to connect to the Data Reporting Device and, in accordance with Interconnector's selection set forth in Appendix A (which selection must be made by Interconnector on the effective date of this Agreement), access the

temperature and pressure corrected gas delivery data recorded by the Electronic Measurement Device and gas composition data recorded by the Gas Quality Measurement Device.

4. Utility has no responsibility for ensuring when data from the Electronic Measurement Device or the Gas Quality Measurement Device shall be accessible by the Data Reporting Device. Such data is made available solely on an "as available" basis, and such data may not be of billing-ready quality. Utility does not make any representations that such data shall be available regularly or at any particular frequency.

5. NO WARRANTIES. THE UTILITY, NOT BEING THE MANUFACTURER OF THESE DEVICES, MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO EITHER THE OPERATION OF THE ELECTRONIC MEASUREMENT DEVICE, THE GAS QUALITY MEASUREMENT DEVICE, THE DATA REPORTING DEVICE OR THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE ELECTRONIC MEASUREMENT DEVICE, THE GAS QUALITY MEASUREMENT DEVICE, THE DATA REPORTING DEVICE, OR ANY DATA OBTAINED FROM ANY ONE OF THESE DEVICES.

6. To the fullest extent permitted by applicable law and without limiting Interconnector's indemnification, defense, and hold harmless obligations under any other agreement between the parties, Interconnector shall indemnify, defend and hold harmless the Utility from and against any and all claim or liability of every kind and nature for (i) injury to or death of persons, including without limitation, employees or agents of the Utility or of Interconnector; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of the Utility, Interconnector or any other person; (iii) costs, penalties or fines resulting from the use of data obtained from the Data Reporting Device that results from operational changes initiated by Interconnector or its agents; (iv) violation of local, state or federal laws or regulations; and (v) attorney's fees and costs, including both retained and in-house attorney's fees incurred in defending against such claim or liability or enforcing this provision resulting from or in any manner arising out of or in connection with performance of this Agreement, including the indemnity obligations imposed on the Utility by Interconnector, by the local jurisdiction in which any work is performed pursuant to this Agreement or which issues a permit for any part of such work.

7. The parties acknowledge that they have cooperated in the development of this Agreement and it shall not be construed against either party by reason of its preparation.

8. The installation of an Electronic Measurement Device, Gas Quality Measurement Device and/or Data Reporting Device shall not preclude the Utility in its sole discretion, from calculating Interconnector's gas deliveries or gas quality from a separate measurement device according to its approved practices. Any differences between the gas deliveries or gas composition from the Data Reporting Device and Utility's determination from either the Electronic Measurement Device or the Gas Quality Measurement Device or a separate measurement device shall be resolved first in favor of the separate measurement device, and then the Electronic Measurement Device or Gas Quality Measurement Device.

9. This Agreement shall remain in effect from the date hereof, unless terminated by either party upon 30 days prior written notice. Upon termination, the interconnection to the Data Reporting Device shall be severed without further notice or obligation. Notwithstanding the termination of this Agreement, the rights and obligations of each party, which contain or refer to subject matter which relates to time periods subsequent to the termination of this Agreement, shall survive, including the obligations to make payments, as well as Sections 5 and 6 shall survive termination.

10. Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]

Mailing Address:

If to Utility: [Contact Information To Be Supplied]

Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone or email to the telephone numbers and email addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section:

If to Interconnector: [Contact Information To Be Supplied]

Telephone Numbers:

Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:

Email Address:

Either Party may change the notice information in this Section 10 by giving Notice within five (5) business days prior to the effective date of the change.

11. This Agreement shall be governed by and construed under the laws of the state of California, without reference to any principles on conflicts of laws. 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 San Bernadino, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Central District of California), and the Parties hereby submit to the exclusive jurisdiction of such courts.

12. This Agreement sets forth the entire understanding of the parties and supersedes any prior discussion or understanding on the matters covered hereby, whether written or oral. This Agreement shall only be modified or amended by an instrument in writing executed by both parties and shall not be modified by any course of performance or usage of trade. No waiver of any right under this Agreement shall be deemed a subsequent waiver of the same right or any other right. To be effective, any waiver of the provisions hereof shall be in writing. Neither party may assign (by operation of law or otherwise) any of its rights or obligations hereunder without the prior written consent of the other party. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of the parties.

ACCEPTED AND AGREED TO AS OF THE LATEST SIGNATURE DATE HEREOF:

	Interconnector	Southwest Gas Corporation
Name:		
Title:		
Signature:		
Date:		

**APPENDIX A
INTERCONNECTOR DATA ACCESS OPTIONS**

[Utility to specify options at the time this Agreement is executed.]

TABLE A: AVAILABLE DATA

Current Temperature (degrees F)	C6+
Current Static Pressure (psia)	Propane
Current Differential Pressure (psia)	I-butane
Current Flow Rate (Mcf/h)	N-butane
Current Energy Rate (MMBtu/h)	Neo C5
Accumulated Volume (Mcf)	I-pentane
Energy content dry (Btu/cf)	N-pentane
Specific Gravity	Nitrogen
Methane Number (if applicable)	Methane
Gas Chromatograph Failure Alarm	CO2
Odorizer Failure Alarm	Ethane
Total Odorant Injected (lbs.)	O2*
Odorant Injection Rate* (lbs./MMcf)	H2S Alarm*
Moisture* (lbs. water/MMcf)	

* Limited availability

(END OF ATTACHMENT E)

LANDLORD AGREEMENT (FORM 411.0 02/2023)

(See Attached Form)

T

T
T



Complete all information on this Agreement to expedite processing.

Please print or type

Owner Information

Name _____ Phone Number (____) _____

Email Address _____

*Social Security or Federal Tax ID Number _____ *Date of Birth _____

Co-Applicant/Spouse _____ Phone Number (____) _____

Email Address _____

*Social Security (last four digits only) or Federal Tax ID Number _____ *Date of Birth _____

Billing Information

Mailing Address for Bills _____ (Street) _____ (City) _____ (State) _____ (ZIP Code)

In Care Of (if different from Owner's name) _____

Property Management Information (if applicable)

Company or Manager's Name _____ Phone Number (____) _____

*Social Security (last four digits only) or Federal Tax ID Number _____

*Southwest Gas Corporation required field(s) to process this agreement.

List the residential address(es) to be covered by this Agreement on the reverse side of this form.

This Agreement hereby authorizes Southwest Gas Corporation (hereinafter referred to as "SWG") to bill for gas services in accordance with the terms and conditions applicable to customers by means of an automatic authorization from the owner or authorized agent (hereinafter referred to as "Landlord") of the property. This Agreement shall be governed by the following terms and conditions mutually agreed to by the respective parties. SWG reserves the right to deny this Agreement. A qualified Landlord is a rental property owner that has established credit with SWG.

Credit Established Account Number _____ or enclose Letter of Credit¹

- 1. SWG will not notify the Landlord each time the account automatically reverts to the Landlord's name. Landlord accounts set up on Automatic Payment Plan (APP) or Electronic Bill Payments will terminate at the time service is discontinued in the Landlord's name. Because of account number changes, a new application will be required to resume either of these payment options when service is reestablished in the Landlord's name.
2. This Agreement may be canceled by the Landlord or SWG at any time with a 30-day written notification to the other party. The Landlord will remain liable for all costs incurred in the provision of service(s) until proper notice is received by SWG.
3. The applicable account shall automatically revert to the Landlord's name when the tenant requests disconnection of service. The Landlord shall be liable to SWG for the provision of service(s) when the account reverts to the Landlord's name, whether or not the Landlord is aware that the account has been changed to the Landlord's name.
4. The Landlord shall be liable for all bills incurred while the applicable account is in his or her name; however, no service establishment fee shall be charged each time the account reverts to the Landlord's name except that the Landlord shall be charged a service establishment fee in the event he or she notifies SWG to discontinue service and subsequently decides to reestablish or reconnect the service in his or her name at the particular residence.
5. This Agreement shall not apply when a tenant is disconnected for nonpayment of gas bills.
6. It is the obligation of the Landlord or the tenant to notify SWG of any changes in occupancy. All notices required by the Landlord to SWG and any other changes in this Agreement requested by the Landlord including, but not limited to, changes in the applicable residences and mailing addresses must be in writing. It is the Landlord's responsibility to notify SWG if there is a change of ownership of the property. (FAX notification is acceptable)
7. This Agreement shall be canceled, without notice, if any of the accounts listed become delinquent, service is discontinued for nonpayment, or any final bills are left unpaid while in the Landlord's name.
8. This Agreement does not prevent SWG from discontinuing service(s) for nonpayment of bills, fraudulence or noncompliance with SWG rules and regulations on file with the appropriate state Commission.
9. A change in Property Management will require a new Agreement to be executed.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, SWG is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information SWG may collect and how such information is used can be found in SWG's CCPA Privacy Policy at https://www.swgas.com/ccpa.

I have read and fully understand the terms and conditions governing this Agreement. As evidence thereof, I have affixed my signature.

¹ Letters of Credit within the past 24 months of service are accepted from a natural gas or electric utility if it meets Southwest Gas credit criteria.

Owner Signature _____ Date Signed _____

Return to: Southwest Gas Corporation • 10682 Pioneer Trail • Truckee, CA • 96161

List the residential addresses to be covered by this Agreement:

Service Address	Apartment or Space Number	Account Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 2nd Revised Cal. P.U.C. Sheet No. 289
1st Revised Cal. P.U.C. Sheet No. 289

SUMMARY BILLING AGREEMENT – ARIZONA, CALIFORNIA, NEVADA
(FORM 414.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SOUTHWEST GAS CORPORATION

***SUMMARY BILLING AGREEMENT – ARIZONA, CALIFORNIA,
AND NEVADA***

This Summary Billing Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between _____ (“Customer”) and Southwest Gas Corporation (“Southwest”).

WHEREAS, Southwest provides a billing service called Summary Billing, whereby Customers with several natural gas accounts can receive a single bill with summarized billing data for these accounts, and

WHEREAS, the Customer and Southwest desire to enter into an agreement for the Customer’s participation in Southwest’s Summary Billing Program.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

1.1 **Billing Cycle** - The 21 Billing Cycles (designated by numbers – 1, 2, 3, etc.) that comprise Southwest’s monthly meter reading schedule. The Billing Cycle assigned to the Customer’s gas Detail Account denotes the date each month on which the account is scheduled to be read. Due to weekends and holidays, the meter reading date may vary from month to month.

The Billing Cycle assigned to the Customer’s Master Account, which is separate from the cycles assigned to the Detail Accounts, denotes the approximate date each month on which Southwest will start the billing process for the Master Account.

1.2 **Detail Accounts** - The Customer’s individual accounts that are designated by the Customer (see Attachment A) to be summarized under a Master Account.

1.2.1 Customers can select to have bills mailed to each Detail Account mailing addresses, Master Account mailing address, both Detail Account and Master Account mailing addresses, or they can choose not to receive any Detail Account bills.

1.2.2 The monthly activities for the Detail Accounts are listed separately on the Summary Bill statement and their sum total is shown on the Master Account.

1.3 **Master Account** - A special account to which the charges from the Customer’s Detail Accounts are transferred and added together, and to which payment activity is entered. More than one Master Account may be required per Customer to meet all of the terms and conditions of this Agreement.

1.4 **Meter Reading Date** - The date on which the meter for the Customer’s Detail Account is to be read by Southwest. The Billing Cycle assigned to the Detail Account determines the account’s meter reading date each month.

1.5 **State Commissions**

1.5.1 **ACC** - Arizona Corporation Commission.

1.5.2 **CPUC** - California Public Utilities Commission.

1.5.3 **PUCN** - Public Utilities Commission of Nevada.

- 1.6 **Summary Billing** - A special billing service Southwest provides whereby Customers with several natural gas Detail Accounts can receive a single bill with summarized billing data for these accounts.
- 1.7 **Transaction** - The issuance and mailing of a Summary Bill and/or notice by Southwest or the payment of any Summary Bill and/or notice by the Customer.
2. **Scope of the Agreement** This Agreement shall govern and apply only to (a) those Detail Accounts designated by the Customer and accepted by Southwest for billing under the Summary Billing Program and (b) the Master Account(s) established by Southwest for totaling the Customer's Detail Accounts. This Agreement does not apply to the Customer's individual Detail Accounts that are not tied to a Master Account.
3. **Terms and Conditions**
 - 3.1 Any transaction made pursuant to this Agreement shall be subject to the terms and conditions of Southwest's Gas Tariff as approved by the applicable state commission as referenced in 1.5.
 - 3.2 Detail Accounts billed under the following special programs cannot be billed under the Summary Billing Program. If any Detail Account is included in one of the special programs listed below, the Customer must cancel participation in the program for that Detail Account before the account can qualify for Summary Billing:
 - 3.2.1 Automatic Payment Plan (APP), whereby the Customer's financial institution automatically pays the billing for the gas accounts each month.
 - 3.2.1.1 A Master Account **can** be included in this Plan.
 - 3.2.2 Equal Payment Plan (EPP), whereby the Customer's total annual bill is estimated and divided into twelve (12) monthly payments.
 - 3.2.2.1 A Master Account **cannot** be included in this Plan.
 - 3.3 The Customer agrees to notify Southwest in writing at least thirty (30) days in advance whenever the Customer decides to add or delete Detail Accounts under the Summary Billing Program.
 - 3.4 The number of Master Accounts for each Customer must be mutually agreeable to both parties.
 - 3.5 The Billing Cycle(s) selected for the Master Account(s) must be mutually agreeable to both parties.
 - 3.5.1 The minimum number of Billing Cycles between the Billing Cycle of the last Detail Account and the Billing Cycle of the Master Account must be five (5) Billing Cycles.
 - 3.5.2 The Billing Cycle(s) for the Detail Account(s) are designated by Southwest only.
 - 3.6 A minimum of two (2) Detail Accounts can be summarized under one Master Account.
 - 3.7 A maximum of two hundred twenty-four (224) Detail Accounts can be summarized under one Master Account.

- 3.8 The Customer name on all of the Detail Accounts summarized under one Master Account must be the same.
- 3.9 Summary Bills are due and payable upon presentation and will be considered past due if the “AMOUNT DUE,” as shown on the Summary Bill, is not received by Southwest within fifteen (15) days after the Summary Bill is mailed to the Customer.

The Customer agrees that each month’s payment for the “AMOUNT DUE” must be one (1) payment drawn on a U.S. bank or other financial institution and payable to Southwest in the form of cash, check, money order, certified check, electronic transfer, or any other means mutually agreeable to the Utility and the customer, unless other arrangements acceptable to Southwest have been previously established. Customer can enroll the Master Account on Automatic Payment Plan (APP), whereby the Customer’s financial institution automatically pays the “AMOUNT DUE.”

- 3.10 The Customer agrees that, whenever conditions may prevent Southwest from obtaining meter readings, Southwest may bill the Customer for estimated consumption of those Detail Accounts during the billing period.
- 3.11 When the “AMOUNT DUE” on the Summary Bill is not received by Southwest within fifteen (15) days, a late payment charge will be calculated on all Detail Accounts two business days later. These charges will appear on the Customer’s next Detail Account bill(s) and/or Summary Bill.
- 3.12 Southwest reserves the right to remove the Customer from the Summary Billing Program if the Customer does not pay the “AMOUNT DUE” as shown on the Summary Bill, and a Master Account bill is produced for a second month. Southwest will send the Customer a written “plan termination” notice indicating the plan will be automatically terminated if payment is not received within ten (10) days and a final Summary Bill will be issued.
- 3.13 Southwest reserves the right to remove the Customer from the Summary Billing Program if the Customer has two (2) or more checks returned to Southwest unpaid by the bank or other financial institution within any twelve (12) consecutive months.
- 3.14 Any Customer terminated from the Summary Billing Program under Sections 3.12 and 3.13 above, may not reestablish billing under the Summary Billing Program until **both** of the following conditions are met:
1. A minimum of twelve (12) consecutive months has passed since the Customer was terminated from the Summary Billing Program and began receiving individual Detail Account bills for the accounts, and has
 2. Demonstrated the ability to pay in a timely manner.
- 3.15 Arizona - If the correctness of any Detail Account bill or a Summary Bill is questioned or disputed by the Customer, the Customer shall pay the undisputed portion of the bill and notify Southwest that such unpaid amount is in dispute prior to the delinquent date of the bill. Southwest will notify the Customer within five (5) working days of the receipt of a written dispute notice. If Southwest determines the billing was incorrect, an adjustment will be applied to the next month’s Detail Account. In the event the Customer and Southwest cannot resolve the billing dispute, the Customer shall file a written statement of dissatisfaction with the ACC.

California - If the correctness of any Detail Account bill or Summary Bill is questioned or disputed by the Customer, the Customer must request an explanation from Southwest

within ten (10) days of receiving the Summary Bill and pay to Southwest that portion of the bill that is not in dispute. If Southwest determines that the billing was incorrect, an adjustment will be applied to the next month's bill. If Southwest and the Customer fail to agree on the amount of a disputed bill, in lieu of paying the disputed amount to Southwest, the Customer may deposit the disputed amount of the bill with the CPUC, pending resolution of the dispute and disbursement of the deposit by the CPUC.

Nevada - If the correctness of any Detail Account bill or Summary Bill is questioned or disputed by the Customer, the Customer shall deposit with Southwest the amount of the questioned portion of the bill. If Southwest determines that the billing was incorrect, an adjustment will be applied to the next month's Detail Account. If the Customer is not satisfied with the determination made by Southwest, the Customer shall be informed of their right to file a complaint with the PUCN.

- 3.16 The Customer agrees to provide Southwest access to its gas meters at all times so Southwest may read, test, and/or change the meters as needed.
- 3.17 The Customer agrees to pay any Late Payment Fee that is applied to the Detail Account bill(s) under Southwest's Gas Tariff as approved by the applicable state commission as referenced in 1.5.
- 3.18 Except as otherwise provided in this section, all other provisions, terms and conditions of Southwest's Tariff Rules and Regulations as approved by the applicable state commission as referenced in 1.5 are applicable to Summary Billing and are made a part hereof.
4. **Confidentiality** Documents and other communications related to Summary Billing Transactions under this Agreement shall maintain the same confidential or non-confidential status as they would have in the form of non-Summary Billing Transactions.
5. **Termination** This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination.
6. **Notice of Termination of Service for Nonpayment** If the Customer's Summary Bill becomes past due, notice of termination of service for nonpayment shall be given by mailing a written notice to the Customer at the address specified herein by U.S. Mail, First-Class, with postage prepaid. Service to all Detail Accounts may be terminated according to Southwest's Gas Tariff guidelines if the Master Summary Bill is not paid in full.
7. **Assignment** This Agreement may not be assigned by either Party except with the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Southwest may, however, without the prior written consent of the Customer, assign or transfer this Agreement or any right or obligation hereunder to an affiliated or subsidiary company or to a company growing out of a consolidation or acquisition or merger with such party.
8. **Non-Waiver** The waiver by either party of any incident resulting in breach of this Agreement or any waiver of default in payment shall not constitute a continuing waiver of the same.
9. **Governing Law and Tariffs** This Agreement shall be governed by and interpreted in accordance with the laws of the applicable state and Southwest's Gas Tariff as approved by the applicable state commission as referenced in 1.5 regarding natural gas accounts. This Agreement shall at all times be subject to any changes or modifications by the applicable state commission as referenced in 1.5 may, from time to time, direct in the exercise of its jurisdiction.

10. **Number of Summary Bill Copies** Only one copy of the Summary Bill will be mailed to the Customer at the address specified below.
11. **Customer's Billing Address** All Summary Bills and notices shall be mailed to the Customer at the address specified below by U.S. Mail, First-Class, with postage prepaid. The mailing address specified below shall remain in effect until changed by the Customer with not less than thirty (30) days prior written notice.
12. **Notice at Collection Under the California Consumer Privacy Act ("CCPA")** Southwest is required to notify California residents of the personal information Southwest collects and why Southwest collects it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest may collect about California residents and how such information is used can be found in Southwest's CCPA Privacy Policy at <https://www.swgas.com/ccpa>.
- 13.

Company Name _____

Attention: _____

Address _____

City _____ State _____ ZIP Code _____

14. **Execution**

Company Name _____

D.B.A. _____

Authorized Agent, Officer or Owner _____
(print name)

Signature _____

Title _____

Date Signed _____

Telephone Number () _____

SOUTHWEST GAS CORPORATION

Accepted By _____
(print name)

Date Signed _____

ATTACHMENT A

The following Detail Accounts should be summarized under one Master Account.

The Detail Account bills should be mailed to:

Check One Option:

- Detail Account mailing address Both Detail Account and Master Account mailing addresses
 Master Account mailing address Send No Detail Account bills

Southwest Gas Account Number	Customer Identification Number*	Southwest Gas Account Number	Customer Identification Number*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* A five-digit value which is assigned by the customer to identify individual locations; e.g., store number.
NOTE: Attach another page if additional entries are required. You may photocopy this page.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 289.1
_____ Original Cal. P.U.C. Sheet No. 289.1

ELECTRONIC DATA INTERCHANGE AGREEMENT
(FORM 137.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____

SOUTHWEST GAS CORPORATION
ELECTRONIC DATA INTERCHANGE AGREEMENT
(Customer)

THIS ELECTRONIC DATA INTERCHANGE AGREEMENT (the “Agreement”) is made as of _____, 20__ by and between _____, a _____ (“Customer”), and Southwest Gas Corporation, a California Corporation (“Southwest Gas”).

RECITALS

WHEREAS, Customer and Southwest Gas desire to facilitate purchase and sale transactions (“Transaction(s)”) by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to ensure such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

WHEREAS, Customer and Southwest Gas desire to establish terms and conditions upon which the parties may communicate and transmit information and data in electronic form.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- (a) Business Agreement(s) means all contractual relationships between the parties giving rise to an obligation of Customer to pay Southwest Gas, as designated therein. Business Agreement is also deemed to be Southwest Gas’ filed tariffs and rules, regulations and orders, as applicable, of the California Public Utilities Commission, the Arizona Corporation Commission and the Public Utilities Commission of Nevada (collectively, “Tariffs and Rules”).
- (b) Payment Obligation means an obligation of Customer to pay money to Southwest Gas pursuant to a Business Agreement.
- (c) EDI means the exchange of data contained in normal business transactions electronically and in standard format.
- (d) Transaction Set means a collection of data that is communicated between parties, as designated in Exhibit A or otherwise agreed by the parties.

Section 2. PREREQUISITES

2.1 Scope of the Agreement. This Agreement shall govern and apply to the interchange of certain business data, funds and/or information between Southwest Gas and Customer in accordance with the specifications set forth in Exhibits A and B, which are attached hereto and incorporated by this reference.

2.2 Transactions. This Agreement relates to the sale of natural gas and related goods and services by Southwest Gas to Customer from time to time in accordance with the applicable Tariffs and Rules. This Agreement does not express or imply any commitment to purchase or sell goods or services.

2.3 Documents; Standards. Each party may electronically transmit to or receive from the other Party any of the Transaction Sets listed in Exhibit A attached hereto and Transaction Sets which the parties by written agreement add to Exhibit A (collectively “Document(s)”). Any transmission data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving

party. All Documents shall be transmitted in accordance with the standards and the published standard guidelines set forth in Exhibit A. Notwithstanding the foregoing, Customer consents and agrees that Southwest Gas may provide supplemental information, including notices and informational inserts (“Supplemental Information”), to Customer by any reasonable means, including without limitation, via U.S. mail, electronic mail or by placing it on Southwest Gas’ website for access by Customer.

Section 3. AGREEMENT AND AUTHORIZATION

Customer authorizes Southwest Gas to provide Billing information to Customer in accordance with this Agreement.

Section 4. RECEIPT, ACKNOWLEDGEMENT, VERIFICATION

4.1 Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party.

4.2 Verification. Upon proper receipt of any Document, the receiving party shall within 24 hours thereafter properly transmit to the transmitting party a functional acknowledgment in return, unless otherwise specified in Exhibit A. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.

4.3 Acceptance. If acceptance of a Document is required as designated in Exhibit A, any such Document which has been properly received shall not give rise to an obligation unless and until the party initially transmitting such Document has properly received in return the agreed acceptance Document (as specified in Exhibit A).

4.4 Garbled Transmissions. If any properly transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party in a reasonable manner. In the absence of such a notice, the originating party’s records of the contents of such Document shall control. Should the originating party not receive a functional acknowledgment indicating the electronic transaction was received, the originating party shall promptly notify the intended receiving party and re-send the electronic transaction. Each party shall retain all communications relating to each Transaction so that such communications are retrievable for at least four (4) weeks after the conclusion of the Transaction, or longer if required by the terms and conditions of individual invoice and payment documents, the applicable Tariffs and Rules and any applicable federal, state or local law or regulation.

Section 5. SYSTEM OPERATIONS

Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

Section 6. SECURITY PROCEDURES

6.1 Data Security. Each party shall properly use security procedures, including those specified in Exhibit A, if any, which are reasonably sufficient to ensure that all Documents, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained or retrieved are authentic, reliable, accurate and complete, and to protect its business records and data from improper access. Customer is responsible for the confidentiality and security of its systems and any Documents that Customer receives or retrieves from Southwest Gas pursuant to this Agreement. Customer shall select only Providers, or other suppliers that may access any Documents, that Customer determines to be capable of maintaining appropriate data security measures. Customer shall contractually impose upon such Providers and other suppliers the same or substantially similar duties with respect to data security as imposed on Customer by this Agreement.

6.2 Freedom from Computer Viruses. Each Party shall use reasonable efforts to ensure that electronic transactions are free of, but not limited to, the following: computer viruses or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs

or data files which can cause damage to a party's computer systems and/or operations. Either party will promptly notify the other if such destructive logic is detected in and/or transmitted from any computer system involving electronic transactions.

Section 7. THIRD-PARTY SERVICE PROVIDERS

7.1 Documents will be transmitted electronically to each party either directly or through a third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice to the other party. Exhibit B, attached hereto and incorporated by this reference, shall be used to designate or change Provider(s).

7.2 Each party shall be responsible for the fees, costs and charges of any Provider with whom it contracts. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling any Documents, communications, data and/or information or performing related transmission or receipt activities contemplated under this Agreement.

Section 8. TRANSACTION TERMS

8.1 Terms and Conditions. This Agreement is to be considered part of any other written agreement incorporating it or referenced in Exhibit A. Any electronic transaction made pursuant to this Agreement and (any related communication) shall also be subject to the provisions, terms and conditions set forth in the applicable Tariffs and Rules, the provisions of which, as in effect from time to time, are expressly incorporated by this reference. The parties acknowledge that the terms and conditions set forth in the applicable Tariffs and Rules may be or may become inconsistent, or in conflict with this Agreement, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such electronic transaction had been effected pursuant to the applicable Tariffs and Rules.

8.2 Discontinuance of Paper Billing. Electronic data interchange of Documents will undergo a period of testing during which Documents will be sent electronically and corresponding paper documents will be sent by mail for a mutually agreeable period of time. At the completion of the test period, if the parties determine the test to be successful, Southwest Gas may opt to cease the mailing of paper documents unless otherwise agreed in writing by the parties. In the event of any dispute during the test period, the paper documents shall control. In the event of an interruption in Southwest Gas' ability to transmit Documents electronically as provided herein, Southwest Gas shall have the right to resume transmittal of paper documents.

Section 9. VALIDITY, ENFORCEABILITY

9.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms, including the use of electronic mechanisms for invoicing and/or payment.

9.2 The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all Customer billing requirements set forth in the applicable Tariffs and Rules, for all purposes. Customer shall be governed by the payment requirements specified in the applicable Tariffs and Rules.

9.3 Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party ("Signature(s)"). Each party agrees that any Signature of such party affixed to or contained in each Document shall be sufficient to verify that such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

9.4 Any Document and any information related to the Transaction properly transmitted pursuant to this Agreement shall be considered in connection with any Transaction, to be a “writing” or “in writing”; and any such Document when containing, or to which there is affixed, a Signature (“Signed Documents”) shall be deemed for all purposes to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

9.5 The conduct of the parties pursuant to this Agreement including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transactions, and any other agreement referenced in this Section 9.

9.6 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule, on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 10. CONFIDENTIALITY

Documents and other communications related to Transactions under this Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records. These obligations and restrictions shall survive termination of this Agreement.

Section 11. LIABILITY

11.1 Breach of Business Agreement(s). Except as otherwise specifically provided herein, this Agreement neither enlarges nor diminishes the respective rights and obligations of the parties under any Business Agreement, and the liability of a party for breach of a Business Agreement shall be determined by the provisions of that agreement and applicable law.

11.2 Conduct of Third Parties. Except as otherwise limited herein, each party is and shall remain liable and fully responsible for any acts, errors or omissions of any Provider or other agent, representative, subcontractor or supplier authorized and/or retained by such party with respect to such party’s conduct or performance under this Agreement. Neither party shall be liable to the other for the acts or omissions of, or the costs or charges assessed by, any third party not selected, authorized or retained by such party.

11.3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT LIMIT ANY PARTY’S LIABILITY UNDER ANY BUSINESS AGREEMENT, AND IS STRICTLY INTENDED TO APPLY TO THE SUBJECT MATTER HEREOF.

Section 12. SUSPENSION AND TERMINATION

12.1 Suspension of Operations. Either party may suspend operations under this Agreement:

- (a) upon written notice to the other party, in the event that the notifying party has a good faith belief that the information of either party may be materially threatening or compromised;
- or

- (b) if the performance of a party under this Agreement is delayed or prevented by an act of God, natural disaster, computer or communications failure or other cause beyond the affected party's reasonable control.

Suspension of operations under this Agreement shall not relieve Customer of its Payment Obligations to Southwest Gas or extend the time for paying Southwest Gas under the applicable Business Agreement(s). The party that invokes suspension shall promptly notify the other party when the reason for having invoked the suspension no longer exists, at which time operations under this Agreement shall resume.

12.2 Termination. Subject to the provisions of Section 12.1, above, this Agreement shall remain in effect until terminated by either party with not less than thirty (30) days' prior written notice to the other specifying the effective date of termination. Notwithstanding such termination, this Agreement shall remain in effect as to all Transaction Sets that have been initiated by Customer and not cancelled prior to termination of this Agreement; and such termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

Section 13 **MISCELLANEOUS.**

13.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

13.2 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13.3 Entire Agreement. This Agreement and Exhibits A and B constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

13.4 Assignment. This Agreement or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Notwithstanding the foregoing, Southwest Gas may assign this Agreement or subcontract or delegate obligations hereunder to a subsidiary or affiliated entity without prior approval or notice. Performance of the Customer's obligations under any Transaction or billing for utility service may not be assigned by the Customer without Southwest Gas' express written approval; provided that any such permitted assignment shall not relieve Customer of any of its obligations under this Agreement.

13.5 Non-Waiver. The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to Customer pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation, nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.

13.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nevada. This Agreement shall at all times be subject to the applicable Tariffs and Rules and any changes or modifications that may, from time to time, be imposed or directed thereunder.

13.7 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

However, for purposes of this Section 13.7, acts or omissions of a Provider shall not be deemed to be beyond the control of the party contracting with the Provider.

13.8 Notices. All notices required to be given under this Agreement, except for communications forming a part of Transactions, shall be in writing and shall be sent by certified mail, return-receipt requested, or by overnight mail, or by courier, to the parties as follows:

Southwest Gas:
Southwest Gas Corporation
5241 Spring Mountain Road
P.O. Box 98512
Las Vegas, Nevada 89193-8512
Attention: LVB-320 BTS/CAST

Customer:

Attention: _____

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify California residents of the personal information it collects and the purpose of collection. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest Gas may collect and how it uses such information can be found in the Southwest Gas CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

(Remainder of page intentionally left blank)

Each party has caused this Agreement to be properly executed on its behalf effective as of the date first above written.

“CUSTOMER”

“SOUTHWEST GAS”

SOUTHWEST GAS CORPORATION, a
California corporation

(Customer)

(Customer)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

EXHIBIT A

SPECIFICATIONS AND REQUIREMENTS

1. STANDARDS

The Standards applicable to this Agreement shall be the American National Standard Institute (ANSI) X12 Standards. All data dictionaries and transmission controls referenced in that standard shall be applicable to the Transaction Sets listed in the Documents section of this Exhibit A to the Agreement. Upgrades to later releases of ANSI ASC X12 Draft Standards or Standards will be at the concurrence of both parties.

2. GUIDELINES

The Guidelines applicable to this Agreement shall be: Utility Industry Group Implementation Guidelines, and any other guidelines agreed to in writing by the parties. In the event of a conflict between these guidelines and this Agreement, this Agreement shall control.

Non-electronically transmitted documents shall be sent by certified, registered or first class mail or special delivery, postage prepaid; provided that Southwest Gas may alternatively provide Supplemental Information to Customer by electronic mail or by placing such information on Southwest Gas' website for access by Customer.

3. DOCUMENTS

Documents shall include the following transaction(s):

Transaction Set Number	Document Name or Description	Version Release	Verification Required? (Yes or No)
810	Billing Invoice	4010	Yes
997	Functional Acknowledgement	4010	No

Maintenance of Document Log. Each of the parties agrees to maintain a complete document log of all communications sent and received to and from the other party without any modification. Documents contained in such document logs shall be retrievable in readable form. Each party shall maintain said document log for the period required by any applicable federal, state or local law or regulation, and shall make it available to the other party upon request.

4. SECURITY PROCEDURES

Each party (and their respective third party service providers) shall properly use and maintain such security procedures and maintain system procedures as provided in the Agreement, and including any additional procedures specified below and incorporated hereto by this reference, as are reasonably necessary to insure that all transmissions of Documents are authorized and to protect business records and data from improper access by third parties.

(If not applicable, insert “NONE”)

5. EXISTING AGREEMENTS

(If not applicable, insert “NONE”)

6. CONFIDENTIAL INFORMATION

Confidential information shall include, without limitation, Transaction Set information (e.g., the contents of all or specified Transaction Sets or specified Transaction Set segments/data element), information contained in either party’s database, proprietary implementation guidelines, the content of any security procedures and any related information or data.

7. TERMS AND CONDITIONS FOR TESTING PERIOD.

To facilitate the process of evaluating the feasibility of the EDI service, Customer and Southwest Gas may enter into a test of the EDI service.

By entering into a test, Southwest Gas and Customer agree to the following:

- (a) **Test Period.** The test period will be for a period of thirty (30) days or less and will commence with the date of the initial transmission of documents from Southwest Gas to the Customer’s electronic mailbox.
- (b) **Test Accounts.** Customer agrees to convert six (6) to twenty (20) of their Southwest Gas Customer accounts for the purpose of this test. Customer understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by Southwest Gas.
- (c) **Transaction Sets.** Each party agrees to send and receive test documents using the transaction sets listed in the “Documents” section of this Exhibit A.
- (d) **Termination.** The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 13.8 of this Agreement and will be effective upon receipt.

EXHIBIT B

**DESIGNATION OF THIRD PARTY SERVICE PROVIDER;
TECHNICAL CONTACTS**

I. SOUTHWEST GAS

A. DESIGNATION OF THIRD PARTY SERVICE PROVIDER:

(If parties will be transmitting/receiving Documents directly, insert "NONE")
Provider for Southwest Gas:

NONE

B. TECHNICAL CONTACT:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

II. CUSTOMER

A. DESIGNATION OF THIRD PARTY SERVICE PROVIDER:

(If parties will be transmitting/receiving Documents directly, insert "NONE")
Provider for Customer:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

B. TECHNICAL CONTACT:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

III. PROVIDER DESIGNATION, AUTHORIZATION AND AGREEMENT

In accordance with Section 7 of the Electronic Data Interchange Agreement, dated as of _____, 20 __, by and between Southwest Gas and Customer (“Agreement”), Customer hereby designates and authorizes _____, with offices at _____ to act as the third party service provider on behalf of Customer for the receipt, transmission and handling of the Documents and Transactions set forth in Exhibit A as contemplated under the Agreement.

By signing below, Provider designated herein agrees to comply with and be bound by the terms and conditions of the Agreement, as if it were a signatory to the Agreement, with respect to the receipt, transmission and handling of the Documents and Transactions it will perform on Customer’s behalf under the Agreement.

“CUSTOMER”

“PROVIDER”

(Customer)

(Provider)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

Acknowledged By:

“SOUTHWEST GAS”
SOUTHWEST GAS CORPORATION, a California corporation

(Signature)

(Print Name)

(Title)

(Date)

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 290
Original Cal. P.U.C. Sheet No. 290

CUSTOMER TRENCH REQUIREMENTS (FORM 415.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



Southwest Gas (SWG) or the customer can provide trenches to install gas mains and service lines. It may be more cost effective for the customer to provide the trench, especially when more than one utility is extending its facilities along the same path. Here are some requirements for projects (followed by drawings of approved trench detail(s)):

1. Trenches shall be dug parallel or at a right angle to the property line or right-of-way wherever possible or as specified in SWG drawings. Changes in the trench running line or design will require SWG approval prior to excavation.
2. All excavating shall be done in accordance with local One-Call Laws.
3. All activities performed on the job-site must be in accordance with current Occupational Safety and Health Administration (OSHA) standards.
4. Any situation where sewer is planned to be installed in a joint trench with gas pipe, contact Southwest Gas for approval.
5. There must be a minimum clearance of 12 inches maintained between gas pipe and any other utilities in the joint trench. Gas piping must be installed above electric/sewer. Other utilities may be installed at the same depth as gas piping. To ensure proper clearances and minimum cover requirements are met, Southwest Gas will only install gas pipe after all other utilities in the trench are installed.
6. Some utility companies do not allow their facilities to be in a joint trench with natural gas pipe. Contact the local Southwest Gas Energy Solutions and/or other utilities in your area to confirm their policy.
7. The trench shall be smooth and free of rocks, stones, or debris that could damage the natural gas pipe. The gas pipe must be protected from rock damage by installing padding and shading material.
8. Parallel trenches in the right-of-way or public utility easement that will contain SWG facilities in both trenches should be avoided when possible unless specified in SWG drawings or with prior approval from Southwest Gas.
9. The installation practices below require an Operator Qualification (OQ) under Southwest Gas's OQ Plan which includes an approved Drug and Alcohol Plan. No OQ is required when the customer is only installing the final backfill which is the suitable compactable material. Please see Figure 1 and contact Southwest Gas for information about acquiring these qualifications:
 - a. The padding and shading material shall be relatively smooth, relatively rock free, must be able to sift through 3/8-inch screen, and shall be of sufficient quantity to provide 6 inches of material above and below and 1-inch (minimum) clearance between trench wall and pipe. In certain conditions, additional padding and shading may be required.
 - (1) Padding/shading is provided by the customer.
 - (2) Padding is installed by the contractor (Clearances must be verified by Southwest Gas before installation).
 - (3) The customer shall be responsible for maintaining the conditions of the trench for a period up to three working days after a Southwest Gas inspector has approved the trench.
 - b. SWG piping must meet the minimum shade/backfill requirements before Southwest Gas will energize the pipe. Unless approved by SWG nominal depths for:
 - (1) Service pipe is 24-inches on property and in streets or rights-of-way or as specified on SWG designs.
 - (2) Mains is 30-inches or as specified on SWG designs.
10. On all open and/or joint trench installations, install non-conductive underground warning tape (yellow, 3" in width and shall deliver a message that there is buried gas line below). Installation requirements are as follows:
 - a. Install warning tape above the gas line.
 - b. Install the warning tape in the top of the 6-inch minus.
 - c. Install the warning tape when excavations are 20 feet or more in length.
 - d. Repair or extend the warning tape by tying the ends together.

11. The following are responsibilities of the customer:

- Removal and restoration of surface material including pavement, concrete, and landscaping
- Providing SWG approved backfill material including padding and shading near trenching operations
- Notify SWG when completing backfill installation
- Compaction and compaction tests in accordance with governing entity/agency requirements
- Pavement and concrete cuts
- Excavation permits
- Call local One-Call Center to locate existing underground utility lines prior to excavating
- Removal of spoils
- Traffic Control
- Maintain SWPPP and Best Management Practices

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, SWG is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information SWG may collect and how such information is used can be found in SWG’s CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

I understand and agree to meet all requirements identified in items 1 through 11 prior to Southwest Gas or its contractor installing natural gas facilities. Southwest Gas reserves the right to accept or reject the customer provided trench based on any of these requirements as determined solely by Southwest Gas. Additionally, I understand that I may be required to make corrections at my costs to provide an adequate trench as determined solely by Southwest Gas.

I further understand that any costs incurred by Southwest Gas or its contractor to comply with these requirements to complete the installation of natural gas facilities may require a cash advance or reimbursement to aid construction for Southwest Gas to recover these costs.

SWG Representative (*please print*) _____ Title _____

SWG Representative Signature **Date Signed** _____

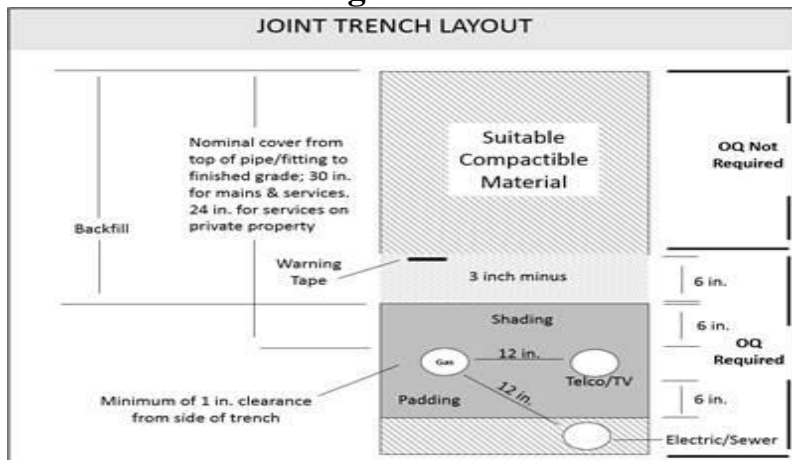
Applicant (*please print*) _____

Company Name _____

Service Address/Sub-Division _____

Applicant Signature **Date Signed** _____

Figure 1



SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 4th Revised Cal. P.U.C. Sheet No. 291
3rd Revised Cal. P.U.C. Sheet No. 291

IMBALANCE TRADING REQUEST – SOUTHERN CALIFORNIA
(FORM 880.OSCA 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



IMBALANCE TRADING REQUEST- SOUTHERN CALIFORNIA

Customer Name _____

Agent Name _____

Email Address _____

Telephone Number _____

Imbalance Month / Year _____

Imbalance Quantity to be Traded _____

Please provide Customer Service Agreement (CSA) for Southwest Gas Customer(s) only.

Seller CSA: _____

Buyer CSA: _____

- SoCalGas Customer
- Core Storage Account
- Southwest Gas Customer

- SoCalGas Customer
- Core Storage Account
- Southwest Gas Customer

I understand that this Imbalance Trade is contingent on Southwest Gas authorizing the trade. If the Imbalance Trade is with a SoCalGas customer, Southwest Gas will enter into the trade through SoCalGas' imbalance trading program. Imbalance Trading forms must be submitted to Southwest Gas and trades completed prior to 3 p.m. Pacific Clock Time of the 30th of the trading month, or the 28th calendar day during the month of February. If the end of the trading period falls on a weekend or holiday, the prior business day shall be the last day for trading to occur. It is the responsibility of the Southwest Gas customer to ensure any imbalance trades with a SoCalGas customer are entered into the SoCalGas system.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest Gas may collect and how such information is used can be found in the Southwest Gas CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Please email this form to Southwest Gas at:

SWG.GasDispatch@swgas.com

If you have any questions regarding this form or Southern California imbalance trades, please contact the Southwest Gas Scheduling department at 800-762-7626.

Form Submitted by _____
Customer / Agent

Signature _____ Date Signed _____

It is the sole responsibility of each Customer to ensure this form is received at the above address by the trading period deadline.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 291.1
Original Cal. P.U.C. Sheet No. 291.1

IMBALANCE TRADING REQUEST-NORTHERN CALIFORNIA / SOUTH LAKE TAHOE
(FORM 880.0NCA 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



IMBALANCE TRADING REQUEST-NORTHERN CALIFORNIA / SOUTH LAKE TAHOE

Seller

Buyer

Customer Contract Number (CSA)

Customer Contract Number (CSA)

Contact / Agent Name

Contact / Agent Name

Contact Telephone Number

Contact Telephone Number

Email Address

Email Address

Imbalance Quantity (Therms)

Imbalance Quantity (Therms)

Imbalance Month

Imbalance Month

I understand that this Imbalance Trade is contingent on Southwest Gas authorizing the trade. Imbalance Trading forms must be submitted to Southwest Gas and trades completed prior to 3 p.m. Pacific Clock Time of the 30th of the trading month, or the 28th calendar day during the month of February. If the end of the trading period falls on a weekend or holiday, the prior business day shall be the last day for trading to occur. Both imbalances must occur during the same time period, unless otherwise agreed to by Southwest Gas. This trade is also contingent on Southwest’s verification of the Imbalance Quantity for both customers.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest Gas may collect and how such information is used can be found in the Southwest Gas CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Please email this form to Southwest Gas at:

SWG.GasDispatch@swgas.com

If you have any questions regarding this form or Northern California / South Lake Tahoe imbalance trades, please contact the Southwest Gas Scheduling department at 800-762-7626.

Seller

Buyer

Customer or Agent Signature

Customer or Agent Signature

Printed Name

Printed Name

Customer or Agent Title

Customer or Agent Title

Company Name

Company Name

Date

Date

It is the sole responsibility of each Customer to ensure this form is received at the above address by the trading period deadline.

UTILITY AUTHORIZATION FOR CORE AGGREGATION
TRANSPORTATION SERVICE (FORM 881.0 11/2020)

(See Attached Form)



UTILITY AUTHORIZATION FOR CORE AGGREGATION TRANSPORTATION SERVICE

By this Utility Authorization for Core Aggregation Transportation Service (Authorization), _____ (Customer, I or my), a customer of Southwest Gas Corporation (the Company), authorize _____, a Core Transportation Agent (Aggregator) to be the sole party authorized to act on my behalf for all matters doing business with the Company, including but not limited to signing contracts; the purchase, nomination and delivery of all gas supplies; treatment of gas imbalances; gas storage; and all related transactions, for all utility service to my facility(ies) named on the reverse side of this Authorization. This Authorization is effective as of the date set forth below and commences for each named account on the next regularly scheduled meter-reading date following the Company’s receipt and acceptance of this Authorization from the Aggregator.

I understand and agree that the Company will provide its services to me as established in the terms and conditions of the Company’s California Tariff Rules and Rate Schedules approved by the California Public Utilities Commission (CPUC), which my Aggregator has provided to me, as well as other rules and regulations and any modifications thereof which are from time to time authorized by the CPUC.

I authorize the Company to release to the Aggregator or its agent, by written or electronic transfer any and all current and historical information, including current and historical gas consumption information, billing information, and payment information, the Company has in its records on my account or facility(ies).

I understand and agree that I continue to be responsible for payment of my utility bills, including bills incurred by the Aggregator on my behalf. In addition to transmission charges, I understand that the Aggregator may incur such charges as imbalance charges, interstate interconnections charges and storage charges. I understand that any payments I make to the Aggregator do not in any way limit my liability to the Company. I also understand that I am responsible for any Transportation Franchise Fee that my city or county may require as a result of my receiving my gas commodity through the Aggregator. This Authorization will remain effective for a minimum period of 12 months from the date that my core aggregation transportation service begins and will continue month to month thereafter until I notify the Company in writing that this Authorization is terminated and that termination has been processed.

Check one:

- I want the Company to continue to bill me directly for its services.
- I want my Company charges sent to the Aggregator. However, I will receive an information-only statement of my Company charges, sent by the Company to my current billing address(es).

Please type or print clearly:

Executed this _____ day of _____, _____, by a duly authorized representative of the Customer.
Customer or Company Name _____
Address _____

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, the Company is required to notify California residents of the personal information it collects and why the Company collects it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information the Company may collect and how the Company uses such information can be found in its CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

(This is the address the Company will use to send program literature, tariffs and rules, and executed agreements. This will not change the current billing address of your accounts.)

By (signature): _____ Title: _____
Print or Type Name: _____ Contact Name (if different): _____
Telephone: _____ Fax: _____

Note: The Company must receive one completed and signed original of this Authorization, including the reverse side of this Authorization. The Company cannot accept facsimiles or photocopies. Thank you.

ACCOUNTS SUMMARY

If attaching further accounts at this time, please initial and submit them in this format.

(Please type or print clearly)

Gas Account Number
From Current Utility Bill

Service Address of Account Number
(Not necessarily billing address)

1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____
7. _____	7. _____
8. _____	8. _____
9. _____	9. _____
10. _____	10. _____
11. _____	11. _____
12. _____	12. _____
13. _____	13. _____
14. _____	14. _____
15. _____	15. _____

Agreed and Accepted:

Customer (initials)

Company Contact for Core Aggregation Transportation:

Southwest Gas Corporation

Industrial Gas Engineer

P.O. Box 98510

Las Vegas, NV 89193

Telephone Numbers: (702) 365-2580 (Southern California)

(775) 887-2722 (Northern California)

(702) 365-5904 (Fax)

Note: Under the Company's Tariff Rules governing core aggregation, an Aggregator is "an agent for one or more customers buying and arranging gas sales." Aggregators operate independent of the Company. They are not agents, affiliates, joint venturers or partners of the Company. The Company is not liable for any of the Aggregator's acts, omissions or representations.

The Company can provide no assurance whatsoever of the competence or integrity of any Aggregator, and any person dealing with an Aggregator should satisfy himself or herself regarding the benefits and risks of the transaction. An Aggregator's admission into the core transportation aggregation program should not be relied on as any kind of endorsement or guarantee of the Aggregator by the Company.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 292.1
_____ Original Cal. P.U.C. Sheet No. 292.1

CREDIT APPLICATION (FORM 882.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



CREDIT APPLICATION

General Information

Legal Company Name _____

Doing Business As (DBA) _____

Street Address _____

City _____

State _____

ZIP Code _____

Federal Tax ID _____

State Tax ID _____

Organized and existing under the laws of (State): _____

Year Incorporated or Established _____

Company Website _____

Corporate Affiliations

Ultimate Parent _____

Immediate Parent _____

Subsidiary(ies) _____

Affiliate(s) _____

Primary Contacts

Credit Department Contact

_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>Email</i>

Gas Trader Contact

_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>Email</i>

Other

_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>Email</i>

Estimated Volumes of Service Requested per Month _____

Representations

- Operating under federal bankruptcy laws? Yes No
- Subject to pending litigation or regulatory proceedings in state or federal courts? Yes No
- Subject to collection lawsuits or outstanding judgments which could impact solvency? Yes No

Please explain any 'Yes' answers:

Company References

List at least three references with which you are currently doing business:

	Company Name	Contact Person	Phone Number
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Please provide the following information with this application:

- *Most recent three (3) fiscal years', CPA audited, financial statements including notes to the financial statements.*
- *Most recent three (3) fiscal years', CPA audited, financial statements of the ultimate parent company.*
- *The most recent interim financial statements.*

General Certification

The undersigned declares that the statements set forth herein are true and complete.

The undersigned on behalf of Applicant hereby authorizes Southwest Gas Corporation ("Southwest Gas"), to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding Applicant as part of its approval process.

The undersigned on behalf of Applicant hereby releases, discharges, exonerates and covenants not to sue any person, company or governmental organization providing information to Southwest Gas in connection with its approval process, any recipient of such information conducting a review of such information in connection with this application, including Southwest Gas or its representatives, and its officers, agents, employees and independent contractors, from any and all liability of every nature and kind arising from or in connection with the furnishing, receipt and review of such information.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest Gas may collect and how such information is used can be found in the Southwest Gas CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Official Signature _____

(Must be signed by an officer of the Applicant)

Printed Name

Title

Dated

Return To: Southwest Gas Corporation
ATTENTION: Key Account Management (LVB-106)
P.O. Box 98510
Las Vegas, NV 89193-8510
keyaccountmanagement@swgas.com

APPLICATION FOR ADDITIONAL BASELINE ALLOWANCE
FOR QUALIFIED MEDICAL CONDITIONS (FORM 902.1 09/2022)

(See Attached Form)

APPLICATION FOR ADDITIONAL BASELINE ALLOWANCE FOR QUALIFIED MEDICAL CONDITIONS

Customer hereby claims eligibility for additional baseline rates and declares that the service requested will be used for residential purposes under the provisions of Southwest Gas Corporation's (the Company) applicable rate schedules.

Visite a www.swgas.com o llame (sin cargo) al 1-877-860-6020 para obtener una versión en español.

Customer Information:

Name _____

Service Address _____
*Street City State ZIP Code*Mailing Address _____
(if different from service address) Street or P.O. Box City State ZIP Code

Telephone No. () _____ Account Number _____

Would you like information regarding "Third Party Notification"? Yes No

Declaration of Eligibility – Please sign and date below and return form to Southwest Gas Corporation

I, the undersigned, certify that _____ is a full-time resident of my household and either is dependent on life support equipment, as that term is defined in Cal. Pub. Util. Code §739(c)(2), or requires additional space heating/cooling needs in excess of the average residential user because the stated individual is a hemiplegic, paraplegic, quadriplegic, multiple sclerosis or scleroderma patient, or is a person who is being treated for a life-threatening illness or has a compromised immune system.

I declare that I am a customer of the Company and that the above stated individual is a permanent resident at the above service address, where gas is used for space heating/cooling, thereby qualifying me for an additional standard monthly allowance of 25 therms under the baseline rate.

I understand that if I can provide written verification by a state licensed physician, surgeon or osteopath that the standard monthly allowance of 25 therms is insufficient to meet the life-support and comfort requirements of the eligible resident, the Company shall make a determination as to the additional quantity required and round such quantity to the next higher 25 therms. Such written verification shall be made a part hereof.

I further acknowledge that eligibility is restricted to the above service address and I agree to notify the Company immediately if the disabled person no longer resides at this address or if gas is not used for heating/cooling.

I understand that I must renew this application at the request of the Company in order to maintain this additional baseline allowance.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

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Customer Signature _____ Date Signed _____

Letter Of Certification—By physician, surgeon or osteopath licensed to practice medicine in the state of _____

I hereby certify that _____ is either dependent on life support equipment as that term is defined in Cal. Pub. Util. Code §739(c)(2) or requires additional space heating/cooling needs in excess of the average residential user because the stated individual is a hemiplegic, paraplegic, quadriplegic, multiple sclerosis or scleroderma patient, or is a person who is being treated for a life-threatening illness or has a compromised immune system.

Name of Physician _____ Telephone No. _____

Business Address _____
Street or P.O. Box City State ZIP Code

M.D./D.O. License No. _____

Physician Signature _____ Date Signed _____

For more information visit www.swgas.com/residential/specialprograms or call toll free 1-877-860-6020

Return the signed form to Southwest Gas at: Fax 1-866-997-9427 Mail PO Box 1498, Victorville, CA 92393
Email customerinfo@swgas.com

Southwest Gas Corporation does not guarantee the privacy or security of faxed or electronic mail documents. By sending or requesting information be sent via facsimile or electronic mail, you are agreeing to accept any associated risk.

For Company Use Only: Date Received _____ Date Processed _____

APPLICATION FOR QUALIFIED NONPROFIT GROUP
LIVING FACILITIES FOR CALIFORNIA ALTERNATE
RATES FOR ENERGY (CARE) PROGRAM (FORM 902.2 - 11/2020)

(See Attached Form)



APPLICATION FOR QUALIFIED NONPROFIT GROUP LIVING FACILITIES FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE) PROGRAM

Discount

If qualified, a nonprofit group living facility will be eligible for a 20% discount on all rate elements of that portion of its bill for energy serving the residential end-users.

Instructions

1. **Read** the information provided in this application.
2. **Determine** if the facility meets the eligibility criteria for a nonprofit group living facility. The facility must meet ALL criteria in order to qualify for the 20% discount.
3. **Complete** the entire application (please print or type). Nonprofit corporations must complete this application for all qualified satellites.
4. **Attach** all required documents. The application is not considered complete without documents.
5. **Mail to:**
ATTN CARE
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

Eligibility Criteria

Examples of potentially eligible nonprofit group living facilities consist of licensed or permitted homeless shelters, transitional housing, short- or long-term care facilities (hospices, nursing homes, seniors' or children's homes), group homes for mentally or physically disabled and/or disadvantaged persons or satellite facilities of a properly licensed "motherhood" facility; and other nonprofit group living facilities that may not have a license or permit (homeless shelters, women's shelters or hospices).

The facility **MUST** meet all of the following criteria:

- The discount shall be used for the direct benefit of the income eligible residents in the facility (e.g., improved quality of care or improved food service).
- A licensed or appropriately permitted nonprofit establishment where 100% of the residents meet the Commission's existing CARE income eligibility standard for a single-person household.
- A minimum of 70% of the energy consumed on site must be used for residential purposes.
- Homeless shelters, women's shelters, or hospices that would otherwise qualify but are not licensed or do not possess a Conditional Use Permit, may qualify. Such facilities may qualify provided adequate proof satisfactory to Southwest Gas is submitted and approved showing that

its residents meet the CARE income eligibility requirements, and that its services are being provided to benefit income eligible residents.

- A nonprofit owner and/or operator of a government-subsidized residential facility may be eligible if services besides lodging are provided to residents, and all other eligibility criteria are met.

For Homeless Shelters

- Homeless shelters must provide verification to Southwest Gas that they provide at least 6 beds for a minimum of 180 days out of the year for persons who have no alternative residence.
- Homeless shelters operated in a government-owned or subsidized building by a nonprofit organization may qualify for CARE so long as the nonprofit entity is the Southwest Gas customer of record for the site, and a minimum of 70% of the energy consumed on site is used for residential purposes (eating or sleeping).

Individual Eligibility Guidelines

- Each resident whose total gross annual income (taxable and non-taxable) from all sources is no more than 200% of the federal poverty level income guidelines and is not claimed as a dependent on another person's income tax return.

Exclusions

- Publicly-owned and government-subsidized housing facilities are not qualifying group living facilities. A group living facility that would otherwise qualify for CARE would not be ineligible because compensation for room, board, or services is provided by a governmental agency on behalf of the resident under a disability, Supplemental Security Income (SSI), Social Security Administration (SSA), or other governmental assistance program.
- Facilities such as student housing and/or dorms, military barracks, fraternities and/or sororities are excluded.
- The discount cannot be used to offset any direct governmental subsidies.
- **Any for-profit entity is ineligible.**

Certification Requirements

- Facilities must recertify every two years to receive CARE.
- Nonprofit status of the corporation and/or facility, including homeless shelters, must be evidenced by including a letter of tax-exempt nonprofit status under Internal Revenue Service Code Section 501(c)(3).
- Services provided to residents of licensed or permitted group living facilities must be evidenced by including a current certification from the appropriate state licensing

agency or copy of Conditional Use Permit along with the application. Homeless shelters are not required to certify provision of services, but must meet the minimum operational requirements and provide, if permitted, a copy of a current Conditional Use Permit.

- Other non-licensed or non-permitted facilities must provide adequate proof satisfactory to Southwest Gas that its residents meet the income eligibility requirements, and that its services are being provided to benefit income eligible residents.
- Except for homeless shelters, the facility must provide proof of every resident's eligibility by completing a CARE application form (properly authorized by the resident). Individual documentation of income may be waived for those seeking lodging at homeless shelters.
- At the time of each certification, all participating facilities, including homeless shelters, are required to demonstrate to Southwest Gas that they have passed on the discount for the benefit of the income eligible residents. Reasonable certification shall include a statement of the dollar amount of the annual discount and an explanation of how those funds were spent for the benefit of the income eligible residents.

About the Discount

PU Code Section 739 extends CARE program benefits to nonprofit group living facilities that provide a service, such as meals or rehabilitation, in addition to lodging, for the direct benefit of income eligible residents. This discount is required by state law and is under the direction of the California Public Utilities Commission (CPUC).

Note: Facilities receiving the discount are subject to verification by Southwest Gas. Facilities receiving the discount inappropriately will be re-billed at the correct rate.

For additional information, please call:

Customer Assistance (877) 860-6020

Hearing Impaired 711

Or visit our website at: www.swgas.com/caassist

Application

_____ Name on Southwest Gas Bill		_____ Account Number		
_____ Service Address		_____ City	_____ State	_____ ZIP Code
_____ Mailing Address		_____ City	_____ State	_____ ZIP Code
_____ Name of Corporation/Facility		_____ IRS Nonprofit Tax ID # Attach copy of IRS Code Section 501(c)(3) Letter of Tax-Exempt Nonprofit Status		
_____ Name on State Business License (Attach copy of License) or Conditional Use Permit		_____ Type of License	_____ Expiration Date	
_____ Name on any other current license or Conditional Use Permit for the Corporation/Facility		_____ Total Number of Residents of Facility	_____ Total Number of Residents who meet Eligibility Guidelines as stated above	
Is the facility operating as a satellite of a licensed, "mothership" facility? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, provide name of "mothership" facility and attach a copy of current "mothership" license.			_____ Name on Southwest Gas Bill	
_____ Address of satellite facility(ies)				
State primary purpose of the facility and the services offered: _____				
_____ Is at least 70% of the facility's energy used for residential purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Does the facility receive any funding from a governmental agency? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, please explain type of funding and which governmental agency provides the funding _____				
_____ As an authorized representative of the facility, I certify, under penalty and perjury, under the laws of the State of California, that the above information is true and accurate. I am authorized by this facility to sign this application and have verified the eligibility of the residents. I further certify that the discount shall be used for the direct benefit, such as improved quality of care or improved food service, of the residents of the facility. I am responsible for the annual renewal of this facility's license from the appropriate licensing agency. I also understand that Southwest Gas may request additional proof of eligibility and verification.				
_____ Authorized Representative Name (please print)	_____ Authorized Representative Signature	_____ Date Signed	_____ () Telephone Number	

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you and how we use such information can be found in our CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

APPLICATION FOR CALIFORNIA ALTERNATE RATES
FOR ENERGY (CARE) PROGRAM FOR QUALIFIED
AGRICULTURAL EMPLOYEE HOUSING FACILITIES (FORM 902.4 - 11/2020)

(See Attached Form)



APPLICATION FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE) PROGRAM FOR QUALIFIED AGRICULTURAL EMPLOYEE HOUSING FACILITIES

Discount

The CARE program provides a 20% discount on the monthly gas bill for facilities that meet program criteria. The discount and eligibility criteria were established by the California Public Utilities Commission (CPUC). The discounted rates, upon formal approval by the CPUC, are available to qualified facilities. The facility will receive the discount after Southwest Gas receives and approves the application.

Instructions

1. **Read all** information and instructions before you complete this application.
2. **Determine** if the facility meets the definition of qualified agricultural employee housing. The facility must meet ALL criteria to qualify for the 20% discount from the CARE Program.
3. **Complete** the entire application (please print or type). Complete a separate application for each qualified facility.
4. **Attach** all required documents. (Application is not considered complete without documents.)
5. **Mail to:**
ATTN: CARE
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

If you have questions, please contact your local office listed below.

Si tiene preguntas, por favor llame a la oficina de la lista a continuación.

Eligibility Criteria for Applicant

Each applicant **MUST** meet all of the following criteria:

- Applicant must be the Southwest Gas customer of record.
- Applicant must verify that 100% of the residents/households of Employee Housing or Housing for Agricultural Employees meet the CARE income eligibility guidelines, excluding any employee operating or managing the facility who resides at the facility. (See enclosed application for current CARE income eligibility guidelines.) Pursuant to Assembly Bill 868, all nonprofit Migrant Farmworker Housing Centers are deemed eligible for the CARE program discount.

Eligible Facilities

Migrant Farmworker Housing Centers provided pursuant to Section 50710 of the Health and Safety Code:

- Supporting documentation required:
 - Provide a copy of the current contract with the office of Migrant Services, Department of Housing and Community Development. (This documentation states the center is currently authorized to provide housing.)
- Total energy used:
 - Master-metered facilities must be 70% residential use.
 - Individually sub-metered units must be 100% residential use.

Employee Housing (privately owned), as defined in Section 17008 of the Health and Safety Code, that is licensed and inspected by state/local agencies pursuant to Part I (commencing with Section 17000) of Division 13.

- Supporting documentation required:
 - Provide a copy of the current permit issued by the State Department of Housing and Community Development.

- Total energy used must be 100% residential.

Housing for Agricultural Employees (operated by nonprofit entities), as defined in Subdivision (b) of Section 1140.4 of the Labor Code, that has an exemption from local property taxes pursuant to Subdivision (g) of Section 214 of the Revenue and Taxation Code.

- Supporting documentation required:
 - Provide current copy of Federal 501 (c)(3) tax exemption or copy of state tax exemption form, and current copy of local property tax exemption form.
- Total energy used:
 - Master-metered facilities must be 70% residential use.
 - Individually sub-metered units must be 100% residential use.

Applicant’s Responsibilities

The applicant is required to:

- Provide proof of the facility's eligibility (see Eligible Facilities) and submit required documentation with the application (see requirements on the application).
- Verify that all households and individuals residing in the facility meet the CARE income eligibility guidelines (see Eligibility Criteria for Applicant section) and make a certification to that effect, under the penalty of perjury, under the laws of the state of California.
- At recertification, describe: 1) how the discount was previously used for the direct benefit of the residents, and 2) how the discount will be used for the next two years for the direct benefit of the residents.
- Maintain records of residents' income eligibility, which should come from Federal tax returns, payroll stubs, or similar records acceptable to the utility. These records

must be retained for three (3) years from the date of initial application and for recertification.

- Maintain accounting entries and supporting documentation of how the discount was used for the direct benefit of the residents. These records must be retained for three (3) years from the date of initial application and for recertification.
- Upon request from Southwest Gas, provide documentation of the resident's income eligibility and documentation of how the discount was used for the direct benefit of the residents.
- Provide all information requested by Southwest Gas. Failure to do so will result in denial or removal from the program. The applicant may be subject to rebilling for the period they were ineligible for the discount as determined by Southwest Gas.

For additional information contact the Southwest Gas office listed below, Monday through Friday, 7 a.m. to 6 p.m. PST (excluding holidays):

Customer Assistance **(877) 860-6020**

Hearing Impaired **711**

Or visit our website at: swgas.com/caassist

Applicant Information – please print

Name on Southwest Gas bill	Account number for this facility		
Name of facility (if different than name on Southwest Gas bill)	Facility contact (who to contact if Southwest Gas needs more information)		
Daytime phone ()	Fax ()		
Service address	City	State	ZIP Code
Mailing address	City	State	ZIP Code

Type of Facility (check **one** only)

Please complete a **separate** application for each type of facility.

- Migrant Farmworker Housing Centers** provided pursuant to Section 50710 of the Health and Safety Code.
- Employee Housing (privately owned)**, as defined in Section 17008 of the Health and Safety Code, that is licensed and inspected by state and/or local agencies pursuant to Part I of Division 13.
- Housing for Agricultural Employees** (operated by nonprofit entities), as defined in Subdivision (b) of Section 1140.4 of the Labor Code, that has received exemption from local property taxes pursuant to Subdivision (g) of Section 214 of the Revenue and Taxation Code.

Declaration

By signing this application, I certify under penalty of perjury under the laws of the state of California that the information I have provided is true and accurate.

I have:

- Verified the income eligibility of all residents of the facility or households, pursuant to the Eligibility Criteria for Applicant section of this application, and have the documentation on file.
- Maintained documentation to substantiate the above.
- Verified the facility meets the residential energy usage criteria for each type of facility.

For all facilities:

- Applicant is customer of record Yes No
- Residents and/or households meet the CARE income guidelines pursuant to the Eligibility Criteria For Applicant section of this application Yes No
- I have provided information on how the discount for the coming years will be used to directly benefit the residents Yes No
- For recertification, I have provided information on how the discount was used for the direct benefit of the residents and I have documentation on file. (If initial certification, leave blank.)..... Yes No
- I understand Southwest Gas reserves the right to request documentation on the eligibility of the residents and the use of the discount Yes No
- I understand Southwest Gas has the right to rebill me at the applicable rate if appropriate..... Yes No
- I understand if the facility(ies), or the residents, become(s) ineligible to receive the discount I must notify Southwest Gas within 30 days Yes No

*Discount was used for _____ (If initial certification, leave blank.)

*Discount will be used for _____

*Use a separate sheet if necessary.

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By signing this application, I give my consent that the information provided by me may be shared with other energy utility companies (limited to name and address).

Authorized Representative Name (please print or type)

Authorized Representative Title (please print or type)

Authorized Representative Signature

Date Signed

See Attachment -

For Office Use Only

Received Date

Process Date

Denied Reason

By

Attachment—for individual facilities of the same type. Use a separate sheet and attach if more than four (4) facilities.

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 18th Revised Cal. P.U.C. Sheet No. 296
17th Revised Cal. P.U.C. Sheet No. 296

APPLICATION FOR CALIFORNIA ALTERNATE RATES FOR ENERGY
(CARE) PROGRAM (NEW AND RECERTIFICATION) (FORM 902.6 - 04/2024)

(See Attached Form)

Advice Letter No. 1296
Decision No. _____

Issued by
Amy L. Timperley
Chief Regulatory Officer

Date Filed May 2, 2024
Effective June 1, 2024
Resolution No. _____

Application for California Alternate Rates for Energy (CARE) Program

Get a discount on your gas bill!

CARE provides a 20% discount on your gas bill every month for income-qualified customers. This discount is available for your primary residence only. The Southwest Gas bill must be in your name. You may not be claimed as a dependent on another person's income tax return other than your spouse's. You will need to renew your application every two years or when requested by Southwest Gas.

There are 2 ways to qualify!

1. Public Assistance Program Eligibility

If you or someone in your household participate(s) in any of the following programs, please select the program(s) below:

- Medicaid/Medi-Cal (age 65 and over)
- CalFresh/SNAP (Food Stamps)
- National School Lunch Program (NSLP)
- Medicaid/Medi-Cal (under age 65)
- Head Start Income Eligible (Tribal Only)
- Low Income Home Energy Assistance Program (LIHEAP)
- Medi-Cal for Families A&B (Healthy Families A&B)
- Bureau of Indian Affairs General Assistance
- CalWORKS (TANF) or Tribal TANF
- Supplemental Security Income (SSI)
- Women, Infants, and Children (WIC)

2. Income Eligibility

You can also qualify for CARE if you meet the income guideline qualifications based on your household income and household size. You do not need to complete this section if you qualify through an eligible Public Assistance Program and have completed the section above.

CARE Program Income Requirements (effective June 1, 2024 through May 31, 2025)

Number of persons living in my home	1-2	3	4	5	6	7	8
	\$40,880	\$51,640	\$62,400	\$73,160	\$83,920	\$94,680	\$105,440

For each additional person, add \$10,760.

Total combined gross annual household income (from ALL sources)

The definition of "gross (before taxes) household income" is all money and noncash benefits available for living expenses from all sources, both taxable and nontaxable, before deductions, including expenses, for all people who live in your home.

Please provide your total combined gross annual household income, provide the number of persons living in your household, and select all income sources that apply.

Total combined gross annual household income:

\$, . per year

Number of persons living in my household:

+ =
Adults + Children Total

- Wages or profit from self-employment
- Social Security/SSDI/SSI/SSP
- Cash and/or other income
- Scholarships/grants/aid used for living expenses
- TANF
- Pensions
- Disability or Workers' Compensation payments
- Unemployment benefits
- Rental/Royalty Income
- Interest/Dividends from: savings, stocks, bonds, or retirement accounts
- Insurance or Legal Settlements
- Spousal or Child Support

Entire application must be completed and signed. Please print clearly.

Your name (as shown on Southwest Gas bill)

Your home / gas service address (include apartment or space number)

City State ZIP Code

- -
Southwest Gas account number Contact phone number

If you have been provided a source code, please enter it above.

I certify that the information I have provided in this application is true and correct. I understand that Southwest Gas reserves the right to verify my household eligibility and I agree to provide proof of eligibility, if asked. I agree to inform Southwest Gas within 30 days if I no longer qualify to receive the CARE discount. I understand that if I receive the CARE discount without meeting the qualifications I may be required to pay back the CARE discount I received. I understand that Southwest Gas can share my information with other utilities or their agents to enroll me in their assistance programs.

Signature

Date





Get a **DISCOUNT** on your gas bill and **SAVE MONEY!**

Check inside to see if you qualify. Enrolling is easy!



ATTN: CARE
SOUTHWEST GAS CORPORATION
PO BOX 1498
VICTORVILLE CA 92393-1498

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 478 LAS VEGAS NV

POSTAGE WILL BE PAID BY ADDRESSEE

Visit swgas.com/CARE to complete this application online and to access Spanish, large-type and master-meter tenant forms.

Visite swgas.com/CARE para completar esta solicitud sobre el internet y para acceder a los formularios para inquilinos en español, de letra grande y de medidor maestro.

For more information call:

Customer Solutions (877) 860-6020

Hearing Impaired 711

OTHER ASSISTANCE PROGRAMS AND SERVICES

Whether you own or rent your residence, the **Energy Savings Assistance Program** is a great way to increase the energy efficiency of your home. It provides income-qualified customers with money-saving improvements at no cost.

EPP Billing - Your monthly bill will be averaged out to allow you to budget your energy costs and eliminate big payment swings.

Medical Baseline - If you depend on life-support or other equipment due to medical needs, you may be eligible for additional energy at the lowest price through the Medical Baseline Program.

Low Income Home Energy Assistance Program (LIHEAP) - If you spend a high percentage of your income on energy bills, you may be eligible to receive financial assistance and weatherproofing services through this program administered by the California Department of Community Services and Development (866) 675-6623.

Universal Lifeline Telephone Service (ULTS) - Get discounted telephone access when you meet similar income guidelines as the CARE Program. To learn more, contact your local phone service provider.

Visit swgas.com/caassist to learn more about these helpful programs and services.

California Customers

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you and how we use such information can be found in our CCPA Privacy Policy on our website at <https://www.swgas.com/ccpa>.

CUSTOMER DECLARATION OF ELIGIBILITY FOR
BASELINE RATES (CALIFORNIA) (FORM 902.15 11/2020)

(See Attached Form)



SOUTHWEST GAS CORPORATION

CUSTOMER DECLARATION OF ELIGIBILITY FOR BASELINE RATES

(California)

Customer hereby claims eligibility for baseline rates and declares that the service requested will be used for residential purposes under the provisions of Southwest Gas Corporation's (the Company) applicable rate schedules (Schedule No. G-20/GN-20/SLT-20 – Multi-Family Master-Metered Gas Service or Schedule No. GS-25/GN-25/SLT-25 – Multi-Family Master-Metered Gas Service - Submetered). The total baseline allowance will be determined by the stated number of occupied units to be billed.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, the Company is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information the Company may collect and how such information is used can be found in the Company's CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Customer Information:

Account Number _____

Name _____ Daytime Phone Number _____

has requested the Company to provide gas service to the customer's premises located at:

Service Address _____
Street City State ZIP Code

Mailing Address _____
(if different from service address) Street or P.O. Box City State ZIP Code

Please state the number of:

- a. occupied dwelling units, apartments, or manufactured home spaces with current natural gas service _____
- b. occupied units listed above that are submetered _____

Customer hereby grants the Company the right of access to the described premises at reasonable hours for verification of the information furnished in this declaration. Refusal of access shall be reason for disqualification of baseline rates. Customer agrees to notify the Company of any change in the number of residential dwelling units or manufactured home spaces utilizing gas service within 15 days following such change. Failure to do so may result in the loss of baseline rates. If the Company establishes that a customer is ineligible to receive baseline rates, an appropriate adjusted bill may be rendered to the customer.

Customer Signature _____ Date Signed _____

For Company Use Only: Date Received _____ Date Processed _____

Mailing Address:
ATTN CUSTOMER ASSISTANCE
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

For additional information, please call:
Customer Assistance.....(877) 860-6020
Hearing Impaired.....711
Apply online at: www.swgas.com

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 18th Revised Cal. P.U.C. Sheet No. 298
_____ 17th Revised Cal. P.U.C. Sheet No. 298

CARE PROGRAM APPLICATION FOR TENANTS OF SUBMETERED
RESIDENTIAL FACILITIES (NEW AND RECERTIFICATION) (FORM 902.16 - 04/2024)

(See Attached Form)

Advice Letter No. 1296
Decision No. _____

Issued by
Amy L. Timperley
Chief Regulatory Officer

Date Filed May 2, 2024
Effective June 1, 2024
Resolution No. _____

CARE Program Application for Submetered Master-Meter Tenants

Get a discount on your gas bill!

CARE provides a 20% discount on your monthly gas bill for income-qualified submetered master-meter tenants. You may not be claimed as a dependent on another person's income tax return other than your spouse's. You will need to renew your application every two years or when requested by Southwest Gas.

There are 2 ways to qualify!

1. Public Assistance Program Eligibility

If you or someone in your household participate(s) in any of the following programs, please select the program(s) below:

- Medicaid/Medi-Cal (age 65 and over)
- CalFresh/SNAP (Food Stamps)
- National School Lunch Program (NSLP)
- Medicaid/Medi-Cal (under age 65)
- Head Start Income Eligible (Tribal Only)
- Low Income Home Energy Assistance Program (LIHEAP)
- Medi-Cal for Families A&B (Healthy Families A&B)
- Bureau of Indian Affairs General Assistance
- CalWORKS (TANF) or Tribal TANF
- Supplemental Security Income (SSI)
- Women, Infants, and Children (WIC)

2. Income Eligibility

You can also qualify for CARE if you meet the income guideline qualifications based on your household income and household size. You do not need to complete this section if you qualify through an eligible Public Assistance Program and have completed the section above.

CARE Program Income Requirements (effective June 1, 2024 through May 31, 2025)

Number of persons living in my home	1-2	3	4	5	6	7	8
	\$40,880	\$51,640	\$62,400	\$73,160	\$83,920	\$94,680	\$105,440

For each additional person, add \$10,760.

Total combined gross annual household income (from ALL sources)

The definition of "gross (before taxes) household income" is all money and noncash benefits available for living expenses from all sources, both taxable and nontaxable, before deductions, including expenses, for all people who live in your home.

Please provide your total combined gross annual household income, provide the number of persons living in your household, and select all income sources that apply.

Total combined gross annual household income:

\$, . per year

Number of persons living in my household:

=
Adults + Children Total

- Wages or profit from self-employment
- Social Security/SSDI/SSI/SSP
- Cash and/or other income
- Scholarships/grants/aid used for living expenses
- TANF
- Pensions
- Disability or Workers' Compensation payments
- Unemployment benefits
- Rental/Royalty Income
- Interest/Dividends from: savings, stocks, bonds, or retirement accounts
- Insurance or Legal Settlements
- Spousal or child support

Entire application must be completed and signed. Please print clearly.

TENANT INFORMATION

Your name

Home address - include apartment or space number

City

State

ZIP code

Contact phone number

-

-

FACILITY LANDLORD OR MANAGER INFORMATION

Facility name

Contact phone number

-

-

Facility address

City

State

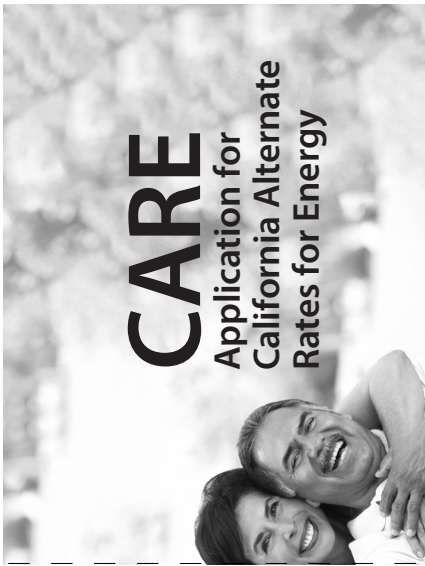
ZIP code

If you have been provided a source code, please enter it above.

I certify that the information I have provided in this application is true and correct. I understand the energy bill from my landlord must be in my name. I understand that I will receive the discount from my landlord or manager beginning with the first regular billing after Southwest Gas notifies my landlord or manager that my completed application has been processed and approved. I understand that Southwest Gas reserves the right to verify my eligibility and I agree to provide proof of eligibility, if asked. I agree to inform Southwest Gas within 30 days if I no longer qualify to receive the CARE discount. I understand that if I receive the CARE discount without meeting the qualifications I may be required to pay back the CARE discount I received. I understand that Southwest Gas can share my information with other utilities or their agents to enroll me in their assistance programs.

Signature

Date



Program Application for MASTER-METER TENANTS

Get a **DISCOUNT** on your gas bill and **SAVE MONEY!**

Check inside to see if you qualify. Enrolling is easy!



ATTN: CARE
SOUTHWEST GAS CORPORATION
PO BOX 1498
VICTORVILLE CA 92393-1498



Visit swgas.com/CARE to complete this application online and to access Spanish, large-type and residential customer forms.

Visite swgas.com/CARE para completar esta solicitud sobre el internet y para acceder a los formularios para inquilinos en español, de letra grande y de clientes residenciales.

For more information call:

Customer Solutions (877) 860-6020

Hearing Impaired 711

Tenants: To qualify for a rate discount through your facility landlord or manager, submetered tenants must meet these qualifications:

- Submetered tenants do not receive a gas bill from Southwest Gas.
- Submetered tenants receive gas service and a gas bill from their facility landlord or manager.

Other Assistance Programs You May Qualify For:

Whether you own or rent your residence, the **Energy Savings Assistance Program** is a great way to increase the energy efficiency of your home. It provides income-qualified customers with money-saving improvements at no cost.

Low Income Home Energy Assistance Program (LIHEAP) - If you spend a high percentage of your income on energy bills, you may be eligible to receive financial assistance and weatherproofing services through this program administered by the California Department of Community Services and Development 866.675.6623.

Universal Lifeline Telephone Service (ULTS) - Get discounted telephone access when you meet similar income guidelines as the CARE Program. To learn more, contact your local phone service provider.

Visit swgas.com/caassist to learn more about these helpful programs and services.

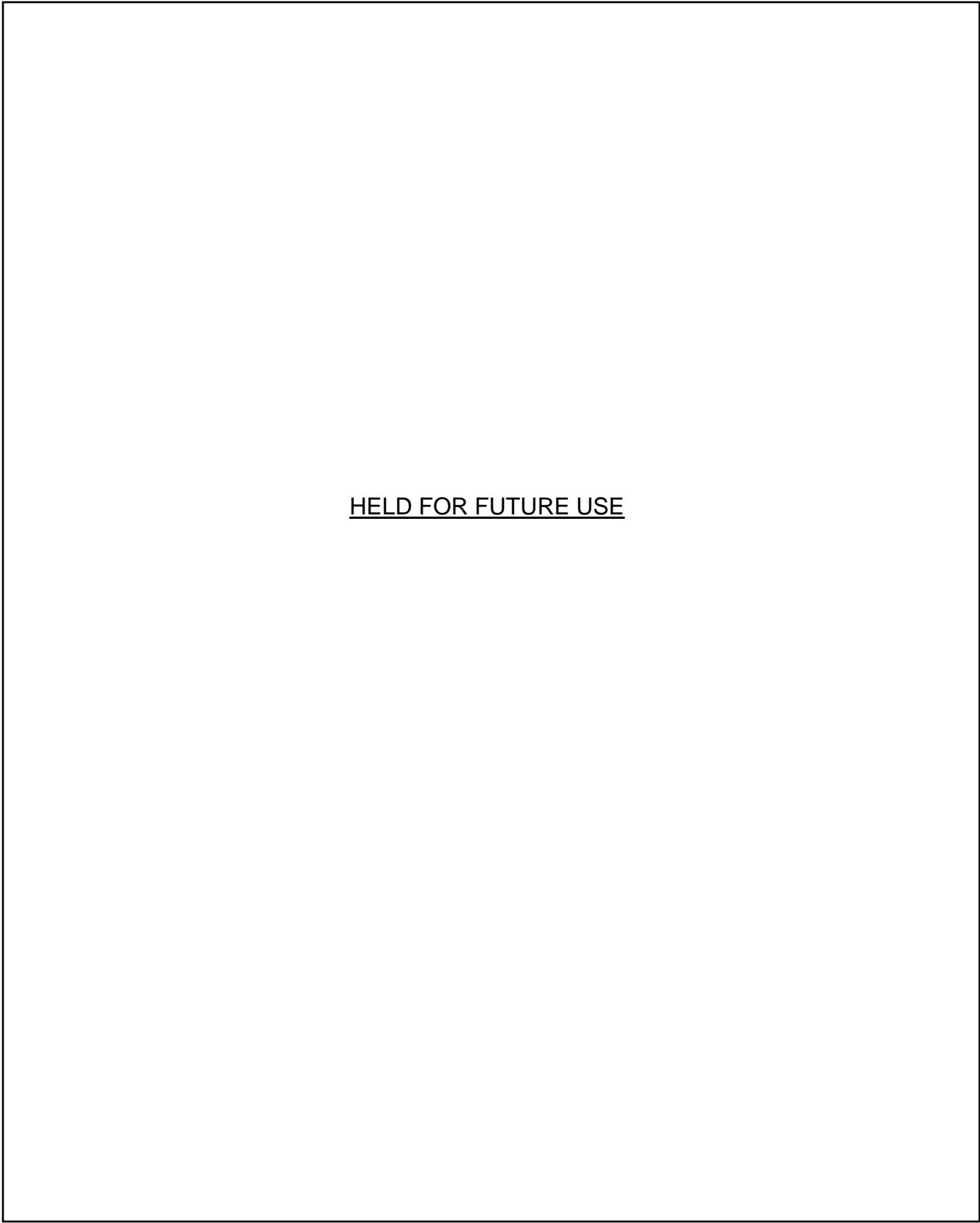
California Customers

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you and how we use such information can be found in our CCPA Privacy Policy on our website at <https://www.swgas.com/ccpa>.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 12th Revised Cal. P.U.C. Sheet No. 299
11th Revised Cal. P.U.C. Sheet No. 299



HELD FOR FUTURE USE

D/T

D/T

Advice Letter No. 1111
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed September 30, 2019
Effective October 30, 2019
Resolution No. _____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 1st Revised Cal. P.U.C. Sheet No. 300
Original Cal. P.U.C. Sheet No. 300

CALIFORNIA MICRO-BUSINESS DECLARATION (FORM 912.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SOUTHWEST GAS CORPORATION

CALIFORNIA MICRO-BUSINESS DECLARATION

I, _____ certify and declare under penalty of perjury in the State of California
(Print Name)
that I am an owner of _____ (“Business”), which receives natural gas service
(Name of Business)
from Southwest Gas Corporation at _____
(Address of Service Location)*

I further certify and declare that the Business is duly certified to transact business in the State of California, and that the Business qualifies as a “micro-business” pursuant to California Government Code §14837.

I understand that the above information will be relied upon by Southwest Gas to classify the Business as a Small Business Customer under its California Tariff, and that an owner of the Business is responsible for notifying Southwest Gas if any of the above information changes. I further understand that if Southwest Gas determines any of the information provided in this Declaration to be inaccurate, the Business may be required to pay Southwest Gas any amounts that would have been charged had the Business not been classified as a Small Business Customer.

Signature

Date Signed

Printed Name

Billing Address, Line 1

Billing Address, Line 2

* The Business owner must complete a separate Form 912.0 California Micro-Business Declaration for each service location.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest Gas may collect and how such information is used can be found in the Southwest Gas CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

Please return this completed form for processing to:

Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393
Fax 1-866-997-9427

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 3rd Revised Cal. P.U.C. Sheet No. 300.1
2nd Revised Cal. P.U.C. Sheet No. 300.1

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION (FORM 913.1 06/2021)

(See Attached Form)

Advice Letter No. 1180
Decision No. D.20-04-004

Issued by
Amy L. Timperley
Vice President

Date Filed June 17, 2021
Effective July 17, 2021
Resolution No. _____

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 20-04-004, and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-metered/sub-metered or non-sub-metered electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.

MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC’s Safety and Enforcement Division (SED) and/or California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

The MHP Owner/Operator must designate below each Utility² that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately-owned master-metered/sub-metered or non-sub-metered system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual HCD permitted Mobilehome (MH) space. and the eligible MHP common areas based on approval by the SED. Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility’s Tariff and would not be included in the MHP Program.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
<input type="checkbox"/>	N/A	<i>Bear Valley Electric Service</i>
<input type="checkbox"/>	N/A	<i>Liberty Utilities</i> (CalPeco Electric)
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</i>
<input type="checkbox"/>	N/A	<i>Pacific Power, a Division of PacifiCorp</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>San Diego Gas and Electric Company</i>
<input type="checkbox"/>	N/A	<i>Southern California Edison Company</i>
N/A	<input type="checkbox"/>	<i>Southern California Gas Company</i>
N/A	<input type="checkbox"/>	<i>Southwest Gas Corporation</i>

¹ MHP Rule by Utility

Bear Valley Electric Service – Rule 23
 Liberty Utilities – Rule 23
 Pacific Gas and Electric – Rule 28
 Pacific Power – Rule 26

San Diego Gas and Electric – Rule 44
 Southern California Edison – Rule 27
 Southern California Gas – Rule 44
 Southwest Gas – Rule 23

² Although the singular term “Utility” is used throughout this Application, each of the Utilities designated on this page is considered a party to this Application. The designated Utilities will be coordinating throughout the application and conversion processes. However, it is the sole responsibility of the MHP Owner/Operator to ensure that the information and documentation required by this Application is provided to each of the designated Utilities within the specified timeframes.

MOBILEHOME PARK **UTILITY CONVERSION PROGRAM APPLICATION**

The purpose of this Mobilehome Park Utility Conversion Program Application (MHP Application) is for the MHP Owner/Operator to provide the Utility pertinent information concerning the MHP, which is necessary in order for the Utility to proceed with the conversion process.

MHP Owner/Operator is to use its "best effort" to provide the information that is being requested on this Application. The Utility's project manager assigned to your park may provide assistance in completing the MHP Application. Incomplete information on this application will not result in disqualification in the program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project. THIS APPLICATION MUST BE APPROVED BY THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

NOTE: Current registration with the California Department of Housing and Community Development for each of individual mobilehome within the MHP may be required prior to inspection and completion of the cutover. If the MHP Program requires that the utility connection of the mobilehome be altered to complete the conversion, the Mobilehome Park Owner/Operator is responsible to obtain such agreement from the registered owner of the mobilehome prior to the alterations being made.

This Application has been developed as part of the CPUC's regulatory process and conforms to CPUC D.20-04-004. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

California Consumer Privacy Act ("CCPA") - NOTICE AT COLLECTION

Under the CCPA, the Utility is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you and how we use such information can be found in our CCPA Privacy Policy on our website at <https://www.swgas.com/ccpa>.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

This Application will be accepted by each of the Utilities listed. Please complete the Application in its entirety, attach all requested documentation, and mail a copy to each of the Utilities that you identified above as providing electric and/or gas service to your MHP. Utility addresses are listed below:



Bear Valley Electric Service
42020 Garstin Drive
P.O. Box 1547
Big Bear Lake, CA 92315



Pacific Power
300 S. Main
Yreka, CA 96097



Southern California Gas Company
MHP Program, SC720J
8101 Rosemead Blvd,
Pico Rivera, CA 90660-5100



Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150



San Diego Gas & Electric Company
MHP Program, SC720J A1
8306 Century Park Ct.
San Diego, CA 92123-1530



Southwest Gas Corporation
Attn: MHP Program
13471 Mariposa Road
Victorville, CA 92392



Pacific Gas and Electric Company
Mobilehome Park Utility
Conversion Program
77 Beale St., Mail Code B10B
San Francisco, CA 94105-1814



Southern California Edison Company
MHP Utility Conversion Program
Rancho Cucamonga Regional
Office, G139 9500 Cleveland Ave.,
Rancho Cucamonga, CA 91730

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

1. MHP Project Information

Mobilehome Park Name: _____

Address: _____

City: _____ State: _____

County: _____ ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces Permitted by HCD: _____ as of: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation
Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)³ Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____ Email Address: _____

Mobilehome Unit Ownership Type

- | | |
|--|--|
| <input type="checkbox"/> All units on common single parcel | <input type="checkbox"/> Units on individual parcels |
| <input type="checkbox"/> Common use shared ownership | <input type="checkbox"/> Other: _____ |

Does the MHP Owner/Operator have a current and valid license to operate a MHP?

- No Yes License Number: _____

Is the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?

- No Yes

Is the MHP operated on leased real property?

- No Yes Number of years remaining on land lease: _____

³ RV Spaces are not eligible for conversion under the MHP Program

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

2. Business Information

Legal Name to appear on contract: _____

- | | | |
|--|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other | | |

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (This is the individual(s) which the MHP will designate to be the central liaison for the MHP Owner/Operator, the contractor hired by the MHP, the MHP Residents and the Utility).

a. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

b. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

4. Current Utility Services for the MHP's Master-Meter System(s)

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

Type of Service: Electric Overhead Service Electric Underground Service
 Other: _____

Does the MHP purchase electricity through a third party (e.g., Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

No Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

Current Electric Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

Type of Service: No Gas Service available at MHP (Electric only)
 Natural Gas System
 Propane System (Centralized tank with MHP distribution system)
 Propane System (at each MH-Space)
 Other: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

No Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

<u>Current Gas Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

To list additional accounts use Attachment "B"

c. Telephone Service (if applicable):

Name of Telephone Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Phone Service Underground Phone Service

Other: _____

d. Cable/Satellite Service (if applicable):

Name of Cable/ Satellite Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Cable Service Underground Cable Service

MHP Owned Cable/Satellite/Phone Service

Other: _____

5. Current Energy Metering Arrangement

Electric

- Master-Meter/Sub-Meter Electric
- Master Electric Meter, no Sub-Meter
- Other: _____

Gas

- Master Meter/Sub-Meter Gas
- Master Gas Meter, no Sub-Meter
- Other: _____

6. Energy Usage/Load Information

a. Electric Load Information

1) Typical MHP Space

Existing MHP Space Main Switch Size
(Meter Panel & Service Termination Enclosure) _____ Amps

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: # 1 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)
<input type="checkbox"/> Others _____	(_____ KW)

Common Use Area Electric Service: # 2 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)
<input type="checkbox"/> Others _____	(_____ KW)

Additional Common Use Area Service - For additional electric common use area service requests use Attachment "B"

3) Streetlighting

- Streetlights to be served under general service rates with common use areas
- Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamp type).

Lamp Type: # 1

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Additional Lamps Types – If the MHP has additional streetlight lamp types, use Attachment "B"

How are streetlights currently served?

- Served directly from Master meter account
- Served from MH sub-meter, or MH pedestal
- Direct unmetered connections

Location, lamp type and wattage of each streetlight fixture should be noted on the Site Plan as described in Section 7.5.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

4) **Self-Generation** – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

Yes (Size of system _____ KW) No

5) **Electric Vehicle Charging Station** – Is there currently a public Electric Vehicle Charging Station located at the MHP that is available for all the residents of the MHP?

Yes (Charger size _____ kW) No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities’ review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) Mobilehome Gas Appliances:

Gas will be provided to individual Mobilehomes at the Utility’s standard delivery pressure for residential service per Rule 2.

2) Common Use Area

Common Use Area Gas Service: # 1 Description: _____

Gas Service Delivery Pressure Requested: Standard delivery pressure
 Other (_____ psig)

Gas appliances that can be found in common use areas: (check all that applies)

<input type="checkbox"/> Gas Range - Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____
<input type="checkbox"/> Water Heater- Btu rating: _____	<input type="checkbox"/> Pool/Spa Heater- Btu rating: _____
<input type="checkbox"/> Gas Oven- Btu rating: _____	<input type="checkbox"/> Furnace- Btu rating: _____
<input type="checkbox"/> On-Demand Water Heater	<input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____	Btu rating: _____
<input type="checkbox"/> Other gas loads _____	
Btu rating: _____	

Common Use Area Gas Service: # 2 Description: _____

Gas Service Delivery Pressure Requested: Standard delivery pressure
 Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____
<input type="checkbox"/> Water Heater- Btu rating: _____	<input type="checkbox"/> Pool/Spa Heater- Btu rating: _____
<input type="checkbox"/> Gas Oven- Btu rating: _____	<input type="checkbox"/> Furnace- Btu rating: _____
<input type="checkbox"/> On-Demand Water Heater	<input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____	Btu rating: _____
<input type="checkbox"/> Other gas loads _____	
Btu rating: _____	

Additional Common Use Area Service - *For additional gas common use area service requests use the “Natural Gas Common Use Area Services” portion of Attachment “B”*

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

7. Additional Documentation

The MHP Owner/Operator should use its best effort to provide one (1) copy of the following documents along with this Application to each of the Utilities that have been identified on page 1 of this Application as providing electric and/or gas service to your MHP. Please include these documents with your submission of this Application under Attachment A.

- 7.1. List of Residents & Registered Homeowners: A complete list of current registered owners and current residents for each mobilehome/manufactured housing unit on a lot within the MHP, including name, address or space number, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered homeowner contact information cannot be provided when the MHP Owner/Operator submits this Application, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach activities for the MHP residents. If a complete list of resident and registered homeowner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.
- 7.2. Service Documents: Detailed substructure engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).
- 7.3. Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
- 7.4. Additional Infrastructure: Detailed engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the MHP, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
- 7.5. Site Plan: Detailed drawing of the MHP showing roads, sidewalks, driveways, MHP Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
- 7.6. Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.
- 7.7. The Utility may request additional documentation if more information is needed for the planning, engineering, planning, and construction phases of the conversion.

MOBILEHOME PARK **UTILITY CONVERSION PROGRAM APPLICATION**

8. Planning, Engineering and Construction

The Utility shall be allowed to conduct a pre-engineering review and site verification of existing facilities at the MHP.

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will contain a preliminary design and construction plan developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and its selected Contractor, to develop an appropriate and complete cost estimate of "Beyond-The-Meter" work by outlining roles and responsibilities of the parties involved and defining the "Beyond-The-Meter" work that will be eligible for reimbursement by the Utility under the MHP Program.

9. Application Deadline

The MHP has been pre-selected to receive this MHP Application. The MHP Owner/Operator has forty-five (45) calendar days from the issuance date of this Application, to complete and return the Application, along with all required documentation, to the Utility or Utilities that provide electric and/or gas service to the MHP. If the MHP Owner/Operator fails to provide this Application and the required documentation within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs. Pre-selection, and/or submittal of Application does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct utility service from the Utility.

10. Next Steps

Upon the Utility's review and acceptance of this Application, and the accompanying documentation supplied by the MHP Owner/Operator, the Utility will initiate the planning and engineering of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s) and provide this information to the MHP Owner/Operator. The MHP Owner/Operator will then have forty-five (45) calendar days to provide the Utility with the name and qualifications of the Contractor selected to perform the "Beyond-The-Meter" work at the MHP and the estimated cost for such work, in addition to any other documents requested by the Utility. If the MHP Owner/Operator fails to provide the name of the Contractor, agreed to qualifications and the reasonable costs selected to perform the "Beyond-the-Meter" work within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs.

THE UTILITY MUST AGREE TO THE QUALIFICATIONS AND COSTS OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

MOBILEHOME PARK **UTILITY CONVERSION PROGRAM APPLICATION**

After the new distribution system has been preliminarily planned and engineered and designed, and the Utility has agreed with the name of the Contractor and the estimated cost for the "Beyond-The-Meter" work, the Utility will prepare the MHP Agreement for signatures.

If requested by the Utility or the MHP Owner/Operator, a post engineering meeting can be requested prior to the signing of the MHP Agreement to resolve any outstanding issues and concerns. The Commission requires the Utility and the MHP Owner/Operator to consult and coordinate to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

After the MHP Agreement is fully executed, permits can be requested, and construction can begin.

11. Cancellation of MHP Application

Either the Utility or the MHP Owner/Operator may, at its option, cancel this Application upon 30 days written notice to the other party or parties.

The Utility may cancel this Application for, but not limited to, the following situations: (1) the failure, refusal or inability of the MHP Owner/Operator to perform specified activities and responsibilities set forth in this Application in a timely manner, after receiving notice from the Utility and an opportunity to cure; (2) failure or inability of the MHP Owner/Operator to supply the name, agreed to qualifications and reasonable costs of the Contractor who will perform all of the "Beyond-The-Meter" work at the MHP and the estimate cost for such work, within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) the MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

If the MHP Owner/Operator cancels this Application or chooses not to proceed with the MHP Program after the signing of this Application, the MHP Owner/Operator agrees to reimburse the Utility for all work and costs incurred prior to the cancellation. Such costs may include planning and engineering costs, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which the Utility allocates to such work. In no event shall the Utility be liable for lost or anticipated profits or costs to plan and design the "Beyond-The-Meter" facilities, costs associated to securing a Contractor for the project, or any other costs that did not result in the completion of the service conversion at the MHP.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person⁴, or an authorized representative of the entity, that is legally responsible for the MHP, and that the information provided is true and correct to the best of my knowledge. I certify that the MHP Owner/Operator is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park

Signature

Name of Owner/Operator

Type/Print Name

Date

Title

⁴ If multiple signatures are required, please copy this certification page as needed and include with your Application.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator should use its best effort to provide copies of the following documents along with its Application, if applicable. Please use the check boxes to indicate if the documents are being provided or not available and attach the documents to Attachment A.

Not Available Being Provided

Documents

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>List of Registered Homeowners and Residents:</u> A complete list of current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Service Documents:</u> Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).</p>
--------------------------	--------------------------	--

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Single Line Diagram:</u> For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.</p>
--------------------------	--------------------------	--

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Additional Infrastructure:</u> Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Site Plan:</u> Detailed scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Tract Map:</u> Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.</p>
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Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

Attachment B of this MHP Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- Electric Service Account Information
- Natural Gas Service Account Information
- Electric Common Use Area Services Information
- Streetlight Lamp Type
- Gas Common Use Area Services Information
- No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

Please list any additional Electric Service Accounts Numbers currently serving the MHP that is not provided in Section 4.a. of this MHP Application.

Current Electric Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

3. Electric Common Use Area Services:

Please provide the electric load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)
<input type="checkbox"/> Others _____	(_____ KW)

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)
<input type="checkbox"/> Others _____	(_____ KW)

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)
<input type="checkbox"/> Others _____	(_____ KW)

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)
<input type="checkbox"/> Others _____	(_____ KW)

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

4. Streetlight Lamp Type

If Street Lighting to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule, please provide the information for each lamp type (check one lamp type)

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

Please provide the natural gas load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Provide additional sheet as necessary

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 5th Revised Cal. P.U.C. Sheet No. 300.2
4th Revised Cal. P.U.C. Sheet No. 300.2

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2 09/2021)

(See Attached Form)

Advice Letter No. 1188
Decision No. D.21-08-025

Issued by
Amy L. Timperley
Vice President

Date Filed October 4, 2021
Effective October 4, 2021
Resolution No. _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park (MHP) Utility Conversion Program Agreement (Agreement) is made and entered into by and between _____ (MHP Owner/Operator), a _____ organized and existing under the laws of the state of _____, and Southwest Gas Corporation (Southwest Gas or Utility), wherein Southwest Gas is a corporation organized and existing under the laws of the state of California. From time to time, MHP Owner/Operator and Southwest Gas shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Southwest Gas offers a program under the direction of the California Public Utilities Commission (CPUC or Commission) pursuant to Decision (D.) 20-04-004, whereby master-metered mobilehome parks (MHP) may elect to convert to direct Utility service (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered natural gas system in its MHP to direct service from Southwest Gas under the MHP Program.

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Rule No. 23 (Mobilehome Park Utility Conversion Program) of Southwest Gas' California Gas Tariff (Rule No. 23), which this Agreement is intended, in part, to effectuate. This Agreement and Rule No. 23 shall govern the entire private natural gas distribution system servicing the MHP to direct Southwest Gas gas distribution, including all Mobilehome Spaces (MH-Spaces), common areas, permanent buildings, and/or structures that currently have utility service.

Southwest Gas will only convert the MHP's natural gas system.

Please provide the name of the electric utility that provides service to the MHP:

Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission's (CPUC's or Commission's) *Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation*, (Form of Intent), and the *Mobilehome Park Utility Conversion Program Application* (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility Conversion Program (MHP Program). Each Party agrees to undertake specific activities and responsibilities set forth in the Agreement and previous documents, on behalf of the individual MH-Spaces at the MHP.
- 1.4. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To the Meter" and "Beyond the Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development (HCD) or its designated agency that are designated on the MHP Application that are currently able to receive gas service from the existing master-meter system (Legacy System).

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

- 1.5 The MHP Owner/Operator must provide the following documents with the MHP Agreement: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the effective date of this Agreement; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.6 This Agreement conforms to D.20-04-004 and has been filed and approved by the CPUC for use between Southwest Gas and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This Agreement at all times shall be subject to such modifications as the CPUC may direct in the exercise of its jurisdiction.

2. Representations

- 2.1. Each Party agrees to the terms of the MHP Program as stated in this Agreement, the MHP Application and Rule No. 23, all of which may be amended from time to time, subject to CPUC approval.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for that Party in the execution of this Agreement.
- 2.3. Each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards in accordance with the requirements of this Agreement.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) calendar days to sign and submit the Agreement to Southwest Gas.
- 3.2. If requested by either Party, a post engineering meeting can be conducted prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the "Beyond the Meter" Contractor's (Contractor) bid to perform the "Beyond the Meter" work. Southwest Gas and the CPUC encourage consultation and coordination between Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. Southwest Gas may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs.

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3.3. Agreements and documents shall be mailed to:

Southwest Gas Corporation
Attn: MHP Program
13471 Mariposa Road
Victorville, CA 92392

4. Contractor selected by the MHP Owner/Operator to Perform “Beyond the Meter” Work

- 4.1 The MHP Owner/Operator shall select a qualified licensed Contractor to perform the “Beyond the Meter” work at the MHP, and shall consult and coordinate with Southwest Gas on such selection. The MHP Owner/Operator will provide information about the selected Contractor on Attachment B to this Agreement.
- 4.2 If Southwest Gas and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform “Beyond the Meter” work, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3 The Contractor shall be selected based on the “most cost-effective option”. Southwest Gas reserves the right to require that the MHP Owner/Operator submit multiple contractor bids for “Beyond the Meter” work, and to review the reasonableness of the bids for “Beyond the Meter” work that are received by the MHP Owner/Operator. Southwest Gas and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4 The MHP Owner/Operator understands and agrees that neither Southwest Gas’ consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by Southwest Gas of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that Southwest Gas makes no guarantee or warranty, either expressed or implied, with respect to the Contractor’s work. The MHP Owner/Operator understands and agrees that Southwest Gas will not be liable for any claims related to “Beyond the Meter” facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless Southwest Gas and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing mobilehome residency and compliance with the MHP’s own rules and regulations.

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5.2. Easements

- 5.2.1. The MHP Owner/Operator shall provide, or assist Southwest Gas in obtaining, all rights-of-ways and/or easements on the MHP property that are necessary for the conversion, including but not limited to those required by D.20-04-004.
- 5.2.2. Southwest Gas shall at all times have the right to enter and leave the MHP for any purpose connected with the furnishing of gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under Southwest Gas' California Gas Tariff.

5.3. Engineering and Planning – Gas Distribution System

- 5.3.1. The “Beyond the Meter” gas system shall be designed in accordance with all applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies). All required permits must be obtained, and shall be made available for inspection by Southwest Gas.
- 5.3.2. Southwest Gas will design and install a natural gas service line to deliver sufficient volume at its standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled at the discretion of Southwest Gas, and in accordance with Southwest Gas' California Gas Tariff.

5.4. Engineering and Planning – General

- 5.4.1. The MHP Owner/Operator shall ensure that any proposal prepared or received by the MHP Owner/Operator for “Beyond the Meter” work is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to Southwest Gas the physical conditions at the work site, including as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage areas and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; and the extent of established lines and levels. MHP Owner/Operator who fails to disclose potential issues during the design phase risk removal from the MHP Program by Southwest Gas.
- 5.4.2. The MHP Owner/Operator will own and be responsible for “Beyond the Meter” service facilities. Further, if Southwest Gas installs a Meter Shed to help protect its meter set assembly from potential damage due to the accumulation of snow and ice, the MHP Owner/Operator will own and be responsible for said Meter Shed.
- 5.4.3. Requests for service relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and, if such requests are approved by Southwest Gas, such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations. Southwest Gas will process

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such requests in accordance with its California Gas Tariff. Such requests for “To the Meter” services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent that they are not governed by a separate contract, costs are set forth in the Attachments to this Agreement. All costs not covered by the MHP Program must be paid in full to Southwest Gas prior to or with the submittal of this Agreement in order for the construction phase to begin.

- 5.4.3.1. The MHP Owner/Operator, or its representative, is responsible for collecting and delivering to Southwest Gas any and all fees due and owing to Southwest Gas associated with “To the Meter” service modifications referenced in Section 5.4.3.
- 5.4.3.2. “Beyond the Meter” service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), are not eligible for reimbursement under the MHP Program.
- 5.4.3.3. Southwest Gas will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. In common areas, consistent with existing requirements for the Company to safely and efficiently connect its service facilities with its natural gas main pipeline facilities, the Company will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the Company’s main pipeline facilities. The selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations. Requests for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program but are approved by Southwest Gas, will be designed in accordance with Southwest Gas’ California Gas Tariff. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment B and C of this Agreement.
- 5.4.3.4. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order and may need to be redesigned and/or re-engineered. Additional redesigning and/or re-engineering costs are not eligible for reimbursement under the MHP Program.
- 5.4.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape and temporary facilities prior to the initiation of work by Southwest Gas or the Contractor. Temporary facilities may include, but are not limited to: storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Costs for relocating or removing of such items are not eligible for reimbursements under the MHP Program.
- 5.4.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the MHP’s common areas, such as the office, clubhouse, laundry facilities, streetlights, etc., and the associated “Beyond the Meter” facilities. Utility meters will be installed to serve these facilities and the MHP Owner/Operator will be responsible for payment of Utility bills associated with such meters.

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5.5. Existing Distribution System (Legacy System)

- 5.5.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submetered system (Legacy System) and continue to provide utility service to the MHP Residents until cutover to direct Southwest Gas service. The Legacy System will, at all times, remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (including above ground facilities, i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.
- 5.5.2. Southwest Gas shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. Southwest Gas shall isolate the new and existing legacy systems. Southwest Gas shall not incur any expenses associated with the removal or retirement of the existing system under the MHP Program. Should removal of the master-metered distribution system be necessary to complete the conversion to direct utility service from Southwest Gas, such costs may, at Southwest Gas' discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

5.6. Permits

- 5.6.1. Except for the routine, ministerial construction permits to be acquired by Southwest Gas pursuant to Section 6 of this Agreement, the acquisition of all other permits will be the responsibility of the MHP Owner/Operator. This includes, but is not limited to, the following:
- Environmental and governmental agency permits.
 - Caltrans permits.
 - Railroad permits.
 - HCD and/or local City and County building permits for gas service work necessary to install new facilities including, but not limited to, gas house lines.
 - Permits for the abandonment of the Legacy System.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond the Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program. Permitting costs related to the abandonment of the Legacy System will not be reimbursable under the MHP Program and are the responsibility of the MHP Owner/Operator.

Southwest Gas may assist the MHP Owner/Operator in the preparation and submittal of all other permit applications.

The costs for construction permits for work that is not covered by the MHP Program will not be reimbursed through the MHP Program and must instead be paid by the MHP Owner/Operator.

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5.7. Environmental, Endangered Species and Cultural Resources Review

- 5.7.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of the MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. Costs associated with remediation are not eligible for reimbursement through the MHP Program. Southwest Gas shall not assume any remediation responsibility and its ratepayers shall bear no costs associated with any required remediation.
- 5.7.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall work with the appropriate experts and/or agency with jurisdictional authority to resolve these issues prior to work resuming at the MHP. The MHP Owner/Operator may be granted additional time by Southwest Gas to resolve environmental, endangered species and cultural resources issues prior to completing the project; however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.8. Outreach and Education

- 5.8.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to Southwest Gas. The MHP Representative shall provide status updates from Southwest Gas to the MHP Owner/Operator and the MHP Residents, and will provide timely status updates from the MHP Owner/Operator and the "Beyond the Meter" Contractor to Southwest Gas.
- 5.8.2. All costs associated with or incurred by the MHP Representative in performing the duties associated with the MHP Program will be the sole responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.8.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP Residents.
- 5.8.4. The MHP Owner/Operator authorizes Southwest Gas to directly contact the MHP Residents regarding the MHP Program, account set-up and other programs and services that will be available as direct Utility customers. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP Resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of unit), home phone number, cell phone number, email address, and other contact information.
- 5.8.5. The MHP Representative shall ensure that the Contractor working with Southwest Gas keeps the MHP Residents informed of the status of the "Beyond the Meter" work of the project. Communications will include notices regarding temporary outages, detours or street closures, as applicable. The MHP Representative will also ensure that such notices will remain consistent with Southwest Gas communications and that the notices are distributed in a timely manner.

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5.9. Construction

- 5.9.1. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with Southwest Gas, shall select and hire a qualified licensed Contractor to perform all necessary “Beyond-the-Meter” construction, and/or electrical work consistent with Section 4 of this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with Southwest Gas and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.
- 5.9.2. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues; 2) procurement of all required permits; and 3) payment for any requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section 5.4.3 of this Agreement; and 4) the execution of the MHP Agreement.
- 5.9.3. MHP Owner/Operator shall ensure that its Contractor is aware of and abides by all safety requirements described in Section 7 of this Agreement.
- 5.9.4. The MHP Owner/Operator shall work cooperatively with Southwest Gas to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of Southwest Gas construction materials and equipment during the project.

5.10. Cutover / Completion of Project

- 5.10.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of “Beyond the Meter” work.
- 5.10.2. Cutover cannot occur unless and until Southwest Gas is satisfied that 24 hour access is available to all Utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a Utility-approved locking device with a Utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with Utility keyed keyway, which may activate the controller.
- 5.10.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MH-Spaces participate in the MHP Program and for discontinuing MHP utility service to all qualifying MH-Spaces no later than 90 days after Southwest Gas is ready to cutover all qualifying MH-Spaces to direct Utility service.
- 5.10.4. If requested by Southwest Gas, the MHP Owner/Operator shall require the “Beyond the Meter” Contractor to be available to meet and perform joint cutover with Southwest Gas for the individual services within the MHP.
- 5.10.5. Upon cutover to the new gas distribution system, the MHP Owner/Operator will take ownership of all “Beyond the Meter” facilities and will be responsible for all maintenance of said facilities.

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6. Utility's Responsibilities

6.1. Engineering and Planning

- 6.1.1. Southwest Gas will design and install the new "To the Meter" gas distribution system for the MHP to meet current Utility design standards and applicable codes, regulations and requirements. The system design will use the most economic, convenient and efficient service route.

To the extent possible, Southwest Gas will design and install the new gas distribution system up to the Service Delivery Point on a "like for like" basis to the existing system. If gas service is located above ground, Southwest Gas will underground the gas service.

- 6.1.2. Southwest Gas will prepare a preliminary design package for the new gas distribution system and prepare all necessary land rights documents.
- 6.1.3. Southwest Gas will consult with the MHP Owner/Operator to identify the location of each gas meter, but will have the final approval of the location of the meter, including the specification of any barriers required for the protection of the meter. Southwest Gas will also specify if it is necessary to install a Meter Shed pursuant to Section C.4 of Rule No. 23.
- 6.1.4. Southwest Gas will include with the MHP Program, additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. Southwest Gas will design and install the "To the Meter" facilities to accommodate a service equivalent to the existing service.
- 6.1.6. Any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled at Southwest Gas' discretion, and in accordance with its current California Gas Tariff. Such requests can be made in accordance with Section 5.4.3 of this Agreement.
- 6.1.7. Vacant MH-Spaces will receive a stub to the location of the future Service Delivery Point, but will not be connected to a Service Delivery Point as part of the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per Southwest Gas' California Gas Tariff.

6.2. Permits

- 6.2.1. Southwest Gas will acquire routine, ministerial construction permits, such as encroachment permits necessary for utility trenching within public rights-of-way and will review all permits prior to construction. All other permits are the responsibility of the MHP Owner/Operator, as stated in Section 5.6 of this Agreement.

6.3. Environmental and Cultural Resources Review

- 6.3.1. Southwest Gas shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If the review indicates any environmental, endangered species and cultural resources issues, Southwest Gas will immediately suspend work at the MHP. Southwest Gas will not resume work on the MHP until it has received authorization from appropriate

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experts and/or agency with jurisdictional authority. Southwest Gas shall not assume any remediation responsibility or liability. Costs associated with remediation are not eligible for reimbursement through the MHP Program.

6.4. Outreach and Education

- 6.4.1. Southwest Gas will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP Residents. If the MHP's electric service is also being converted, Southwest Gas will, whenever possible, engage in joint outreach efforts with the appropriate electric utility.
- 6.4.2. During the construction phase, Southwest Gas will work with the MHP Representative to keep the MHP Residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Southwest Gas will work with the MHP Representative to make sure all notices and project information are communicated and distributed in a timely manner.
- 6.4.3. Southwest Gas will manage communications with the CPUC, HCD, other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

- 6.5.1. Southwest Gas will install, or hire a qualified, licensed contractor to install, a new "To the Meter" gas distribution system that will meet all current Utility gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design. Meter Shed installation will occur, if necessary, during the "To the Meter" construction phase.
- 6.5.2. Southwest Gas will, to the greatest extent possible, consult and coordinate the MHP construction activities with other entities that may jointly serve the MHP, including investor-owned electric utilities, municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. Southwest Gas may commence construction once the terms of Section 5.9 of this Agreement have been satisfied. Southwest Gas may elect to wait to commence "To the Meter" construction until the MHP Owner/Operator can demonstrate that "Beyond the Meter" facilities have been substantially completed, that such facilities have been approved by the governing inspection authority, and that Southwest Gas has received a copy of any inspection report or verification. Southwest Gas may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by Southwest Gas, and/or as scheduling and availability permits.

6.6. Cutover / Completion of Project

- 6.6.1. With the exception of Meter Sheds, Southwest Gas will own, operate, and maintain the "To the Meter" gas distribution system within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to all applicable provisions of Southwest Gas' California Gas Tariff.
- 6.6.2. Existing MHP Residents within the MHP will be converted to direct Utility service and will be served under Southwest Gas' California Gas Tariff, except as otherwise provided herein, and/or in Rule No. 23.

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- 6.6.3. Southwest Gas, or its Contractor, shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected gas Legacy System.

7. Safety

- 7.1. **IMPORTANCE OF SAFETY**: Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are solely responsible for performing their designated work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to perform their portions of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require their Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should Southwest Gas at any time observe the Contractor, or any of its Subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then Southwest Gas shall have the right (but not the obligation) to require the MHP Owner/Operator to stop Contractor's work affected by the unsafe practice until Contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. **Regulations and Conduct of Work**: MHP Owner/Operator shall assure that their Contractor plans and conducts the work in a manner that safeguards persons and property from injury. MHP Owner/Operator shall direct the performance of the work by their Contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. Southwest Gas may designate safety precautions in addition to those in use or proposed by Contractor. Southwest Gas reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that Contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by Contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.
- 7.3. **Additional Precautions**: If Southwest Gas requests, the MHP Owner/Operator shall require their Contractor to provide certain safeguards not in use but considered necessary and if Contractor fails to comply with the request within a reasonable time, Southwest Gas may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by Southwest Gas may result in cancellation of this Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to Southwest Gas, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible Party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life, safety and services to the MHP and its residents.

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8. Delay and Suspension of Work

- 8.1. Suspension of Work by Utility: Southwest Gas reserves the right to suspend the work being performed pursuant to this Agreement to serve the needs of the greater public.
- 8.2. Notification of Delays: The MHP Owner/Operator shall ensure that its Contractor promptly notifies Southwest Gas in writing of any impending cause for delay that may affect Southwest Gas' schedule. If possible, Southwest Gas will coordinate and assist Contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in Southwest Gas' opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Cancellation or Suspension of Agreement

- 9.1. Either Party may, at its option, terminate this Agreement upon 30 days' written notice to the other Party.
 - 9.1.1. Southwest Gas may terminate this Agreement for, but not limited to, the following situations:
 - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from Southwest Gas and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at Southwest Gas' option, safety or security violations may result in immediate termination; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate the work within 6 months of the execution of this Agreement; or
 - 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from Southwest Gas within 12-months of the execution of this Agreement;
 - 9.1.1.4. A legal action is placed against the MHP Owner/Operator or its Contractor which, in Southwest Gas' opinion, may interfere with the performance of the work.
 - 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Reimburse Southwest Gas for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. Said costs may include, but not be limited to, "To the Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which Southwest Gas allocates to such work; and
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond the Meter" work that did not result in a direct Utility service of an individual MH-Space; and

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- 9.1.2.3. Repay to Southwest Gas, in full, any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor.
- 9.1.3. In the event of termination, Southwest Gas shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of termination that resulted in direct Utility service which are of benefit to Southwest Gas. In no event shall Southwest Gas be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination caused by the MHP Owner/Operator.
- 9.1.4. Cancelled MHP Agreements may, at Southwest Gas' option, result in the removal of the MHP from the MHP Program and Southwest Gas' selection of the next MHP on the waiting list for the MHP Program.
- 9.1.5. The MHP Owner/Operator shall be liable for additional costs to Southwest Gas arising from termination. Southwest Gas may terminate this Agreement, suspend work, and/or suspend the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

10. Costs Covered by the MHP Program and Reimbursement to MHP Owner/Operator

- 10.1. All costs incurred by Southwest Gas to provide "To the Meter" facilities for a typical service for each qualifying MH-Space will be paid in accordance with the MHP Program.
- 10.2. Southwest Gas will review all invoices received for the "Beyond the Meter" work and will reimburse the MHP Owner/Operator for all prudently incurred and reasonable construction expenditures in accordance with the MHP Program.

Reimbursable "beyond the meter" expenditures shall include costs relating to any modification or retrofit of the exterior of the Mobilehome and costs associated with service relocations and rearrangements. They do not include service relocations, rearrangements and upgrades, or other service modification(s) requested by the MHP Owner/Operator and/or by the MHP Residents beyond what is being provided by the MHP Program.

Reimbursable expenditures related to common areas shall not include costs for, and the Company is not responsible for, the installation, modification, and/or permitting of necessary MHP owned gas pipeline facilities, or other non-Company owned facilities necessary to accommodate gas riser installations. Moreover, the Company is not responsible for any "beyond the meter" work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure.

The estimated amount eligible for reimbursement will be stated in Attachment C to this Agreement.

- 10.3. As soon as practicable and after the jurisdictional authorities have inspected and approved operation of the "Beyond the Meter" work, the MHP Owner/Operator may submit invoices to Southwest Gas for "Beyond the Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Spaces compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond the Meter" work will be paid to the MHP Owner/Operator after the final cutover to direct Southwest Gas service. Southwest Gas reserves the right to require the MHP Owner/Operator to provide proof of payment to the "Beyond the Meter" Contractor prior to issuing any reimbursements.

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- 10.4. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for “Beyond the Meter” facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless Southwest Gas, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of Southwest Gas, MHP Owner/Operator, any contractor or subcontractor; injury to property of Southwest Gas, MHP Owner/Operator, contractor or subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator’s performance of this Agreement, however caused, regardless of any strict liability or negligence of Southwest Gas, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of Southwest Gas, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless Southwest Gas from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which Southwest Gas shall have no liability. Southwest Gas shall have no liability for the MHP Legacy System, or the “Beyond the Meter” infrastructure and Meter Sheds

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installed during conversion, and the MHP owner will hold harmless, defend and indemnify Southwest Gas from all causes of action or claims arising from or related to these systems.

- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on Southwest Gas' request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs that may be incurred by Southwest Gas in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

- 13.1. During the performance of the work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold Southwest Gas harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and contractor or subcontractor to fully and properly comply with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, the Mobilehome Park Utility Conversion Program Agreement and all attachments hereto, the MHP Application and Southwest Gas' Rule No. 23. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

MOBILEHOME PARK
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16. Enforceability

If any provision of this Agreement is to any extent held invalid or unenforceable, the remainder of this Agreement, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (Force Majeure Event), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the Force Majeure Event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

Name of Mobilehome Park

Name of Owner/Operator

Signature

Print Name

Title

Date

SOUTHWEST GAS CORPORATION

Signature

Print Name

Title

Date



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment A
Documents and Declaration

A. Additional Documentation

As described in CPUC Decision (D.) 20-04-004 and Section 1 of this Agreement, the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Conversion Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the effective date of this Agreement .
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of unit), home phone number, cell phone number, email address, and other contact information.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Utility Conversion Program Agreement

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, Southwest Gas is required to notify California residents of the personal information it collects and why Southwest Gas collects it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information Southwest Gas may collect and how such information is used can be found in the Southwest Gas CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

B. Declaration of Non-Condemnation

In accordance with D.20-04-004, and subject to the requirements of Southwest Gas’ Rule No. 23, each MHP participating in the MHP Utility Conversion Program must affirm that it is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory) declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the MHP Owner/Operator and that the Mobilehome Park is not subject to any enforceable condemnation order or to pending condemnation proceedings.

Name of Mobilehome Park

Authorized Signature

Name of Owner/Operator

Print Name

Date

Title



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed Contractor to perform the “Beyond the Meter” work at the MHP, and shall consult and coordinate with Southwest Gas on such selection. The MHP Owner/Operator shall provide information about the selected contractor below.

Selection of the Contractor shall be based on the “most cost-effective option.” Southwest Gas reserves the right to require that the MHP Owner/Operator submit multiple contractor bids, and to review the reasonableness of the bids received by the MHP Owner/Operator to perform the “Beyond the Meter” work. Southwest Gas and the CPUC encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If Southwest Gas and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).

- Contractor Name: _____
State Contractor License #: _____
Contact Person: _____
Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address _____
Total Estimated Cost to Perform all “Beyond the Meter”
work for the MHP (See Attachment C) \$ _____



MOBILEHOME PARK
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AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all "Beyond the Meter"
work for the MHP (See Attachment C) \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
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Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Rule No. 23 of its California Gas Tariff, Southwest Gas Corporation (Southwest Gas or Utility) is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-metered natural gas distribution service within Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service for eligible spaces within MHP.

The table below illustrates the financially responsible party for the “To the Meter” and “Beyond the Meter” services under the MHP Program.

	“To the Meter” Facilities and Equipment installed by Utility Financially Responsible Party			“Beyond the Meter” Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting Mobilehome Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting Mobilehome Owner
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces).		X			X	



MOBILEHOME PARK
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Attachment C
Estimated Costs for MHP Project

A. Estimated "To the Meter" Additional Project Costs Not Covered by the Program
(To be completed by Southwest Gas)¹

	<u>Costs Not Covered by the MHP Program</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To the -Meter" Facilities for the MHP]	\$ _____
<u>Gas System</u> – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]	\$ _____
<u>Other</u> – Includes, but is not limited to, easement estimates, and other costs associated with the project.	\$ _____
	\$ _____
Total	\$ _____

¹ Service Upgrades beyond what is being provided by the Program are listed on Attachment D.



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Attachment C
Estimated Costs for MHP Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs

(To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	<u>Cost Covered by the MHP Program</u>	<u>Costs Not Covered by the MHP Program</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the Southwest Gas riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Other</u> – Includes, but is not limited to, permits as provided by contractor.	\$ _____	\$ _____
	=====	=====
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
Estimated Cost for MHP Service Conversion Project (A + B)	\$ _____	\$ _____
Number of MH-Spaces	_____	
Average Cost per MH-Space	\$ _____	\$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
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Attachment D

**Costs that the MHP Owner/Operator is Responsible
for that are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting Party. These modifications will be handled under Southwest Gas' California Gas Tariff, or as otherwise provided in this Agreement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces), must be requested by the MHP Owner/Operator, and are not reimbursable costs under the MHP Program.

The following service modifications have been requested by the MHP Owner/Operator. (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

A. Total Amount Due by MHP Owner/Operator for Service Modification and/or services not covered by the MHP Program

1. Amount Due from MHP Owner/Operator to Southwest Gas

- Amount due for "To the Meter" work not covered by the MHP Program. \$ _____
 - Amount due for "To the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____
- Total \$ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due for "Beyond the Meter" Work for common use areas. \$ _____
- Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

3. Total amount due for service modifications not covered by the MHP Program \$ _____



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UTILITY CONVERSION PROGRAM
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Attachment D

**Costs that the MHP Owner/Operator is Responsible
for that are Not Covered Under the MHP Program**

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To the Meter" Costs Not Covered by the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond the Meter" Costs Not Covered by the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost



MOBILEHOME PARK
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Attachment E

**Costs that the Mobilehome Owner is Responsible for that
are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations. These modifications, and associated costs, are not reimbursable under the MHP Program. They are the responsibility of the requesting mobilehome or manufactured housing unit owner and will be handled under Southwest Gas' California Gas Tariff.

The MHP Owner/Operator is responsible for collecting any and all fees associated with service modifications requested by the owner of a mobilehome or manufactured housing unit, and approved by Southwest Gas, and for forwarding those payments to Southwest Gas with this Agreement.

A. Total Amount Due by Mobilehome Owner for Service Modification and/or services not covered by the MHP Program

1. Amount Due from Mobilehome Owner to Southwest Gas

- Amount due for "To the Meter" work not covered by the MHP Program. \$ _____

2. Amount Due from Mobilehome Owner to the Contractor

- Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the Mobilehome Owner. \$ _____

3. Total Owed by Mobilehome Owner for the MHP Program \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E

**Costs that the Mobilehome Owner is Responsible for that
are Not Covered Under the MHP Program**

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To the Meter" Costs Not Covered by the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond the Meter" Costs Not Covered by the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost



MOBILEHOME PARK
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Attachment F

**Consumer Protections Against Rent Increases or
Evictions Related to Participation in the MHP Program**

The MHP residents are intended third party beneficiaries with respect to the protections contained in this clause, and shall have the sole right to enforce this clause:

The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program). Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance costs, and/or amortizing costs of property improvements other than those made by the MHP Conversion Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Conversion Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. That notice will include the current contact information for mobilehome resources, including but not necessarily limited to the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program:

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

CERTIFICATION OF HEALTH AND/OR DISABILITY CONDITION
(CALIFORNIA & NEVADA) (FORM 913.9 11/2020)

(See Attached Form)



SOUTHWEST GAS CORPORATION

**CERTIFICATION OF HEALTH AND/OR DISABILITY CONDITION
(CALIFORNIA & NEVADA)**

Southwest Gas Corporation (SWG) requests the following information regarding the health and/or disability condition of the patient named below. The information provided shall be for the exclusive use of SWG to help ensure that the gas service for the patient will not be wrongfully terminated or interrupted longer than reasonably necessary. This form must be completed and returned to SWG within fifteen (15) days of obtaining the required signatures. This form is valid for the service address listed below. An updated form is required if the person listed on this form moves to a different address, or at the request of SWG.

California Consumer Privacy Act (“CCPA”) - NOTICE AT COLLECTION

Under the CCPA, SWG is required to notify California residents of the personal information it collects and why such information is collected. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information SWG may collect and how such information is used can be found in SWG’s CCPA Privacy Policy at <https://www.swgas.com/ccpa>.

SWG Customer of Record _____

SWG Account No. _____ SWG Customer Date of Birth _____

Visite a www.swgas.com o llame (sin cargo) al 1-877-860-6020 para obtener una versión en español.

Please Print

This is to certify that _____
Patient’s Last Name First Name MI Date of Birth

is the customer of record or a permanent resident at _____
Service Address

_____ on _____, _____.
Month and Day Year

Termination or prolonged interruption of gas service would be especially dangerous to the above-named individual because of a health and/or disability condition. Yes No

Is condition Yes No If no, expected recovery _____

Name and title of attending physician, public health nurse, or social worker (please print)

Signature of physician, public health nurse, or social worker Title

Name of medical or other facility where service is rendered (please print)

Date Signed Telephone Number

I hereby certify that I have read the above statements and they are correct, and further consent to the use of such information by SWG for the purposes stated herein.

Signature of SWG Customer of Record Date Signed

For more information visit www.swgas.com/residential/specialprograms or call toll free 1-877-860-6020

Return the signed form to Southwest Gas at:

Fax 1-866-997-9427

Mail PO Box 1498, Victorville, CA 92393

Email customerinfo@swgas.com

Southwest Gas Corporation does not guarantee the privacy or security of faxed or electronic mail documents. By sending or requesting information be sent via facsimile or electronic mail, you are agreeing to accept any associated risk.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 2nd Revised Cal. P.U.C. Sheet No. 302
1st Revised Cal. P.U.C. Sheet No. 302

AUTOMATIC PAYMENT PLAN APPLICATION AND AGREEMENT (FORM 923.0 09/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective December 10, 2020
Resolution No. _____



SOUTHWEST GAS CORPORATION

Sign up for the
Automatic Payment Plan

Now you can pay your gas bill conveniently and automatically without writing a check or mailing an envelope.

The Automatic Payment Plan (APP) is a program for Southwest Gas customers that allows you to pay your gas bill with an automatic withdrawal from your checking or savings account. Apply online at www.swgas.com or complete the application on the reverse side and return it to Southwest Gas. **Please continue to make payments until you receive notice that an automatic payment will be made.**

Our third party vendor will debit your bank account on the due date as shown on your gas bill. If you prefer not to receive a paper bill in the mail, please visit our Web site at www.swgas.com for paperless billing options.

Have you considered enrolling in the Equal Payment Plan (EPP) along with the APP?

The EPP is a convenient program for residential customers that distributes annual gas costs into estimated equal monthly payments. Usage is reviewed on a quarterly basis and payments may be adjusted. By enrolling in both programs, you know what your bill will be each month and are assured that it will be paid on time. For more information about the EPP, visit our Web site at www.swgas.com or call (877) 860-6020.

Please see reverse side for application.



Automatic Payment Plan Application and Agreement

To enroll in the Automatic Payment Plan, complete this application and return to:

SOUTHWEST GAS CORPORATION • PO BOX 1498 • VICTORVILLE CA 92393-9969

You may also return this application with your gas bill payment. Within one or two billing cycles, notice of enrollment will appear on your gas bill.

Continue to make payments until notice of enrollment appears on your gas bill.

Please hand print in black ink.



Name (as shown on gas bill)

 - -

Southwest Gas account number

 - -

Contact phone number

Service address (include apartment or space number)

City

State

ZIP Code

Name of financial institution

 Checking
 Savings

Name (as shown on checking or savings account)

Routing number (9 digits)

Account number (length varies)

I hereby authorize the third party vendor designated by Southwest Gas and the financial institution designated on this application to charge the account I have specified for payment of my monthly gas bill. I have the right to stop payment of a charge by notifying Southwest Gas no later than two (2) business days before the debit date. I understand that a fee will be charged to my account for each request returned for insufficient funds. If three requests are returned for insufficient funds, I may be excluded from the plan. In addition, I understand that both the financial institution designated on this form and Southwest Gas reserve the right to terminate this payment plan and/or my participation therein.

California Consumer Privacy Act ("CCPA") **NOTICE AT COLLECTION**

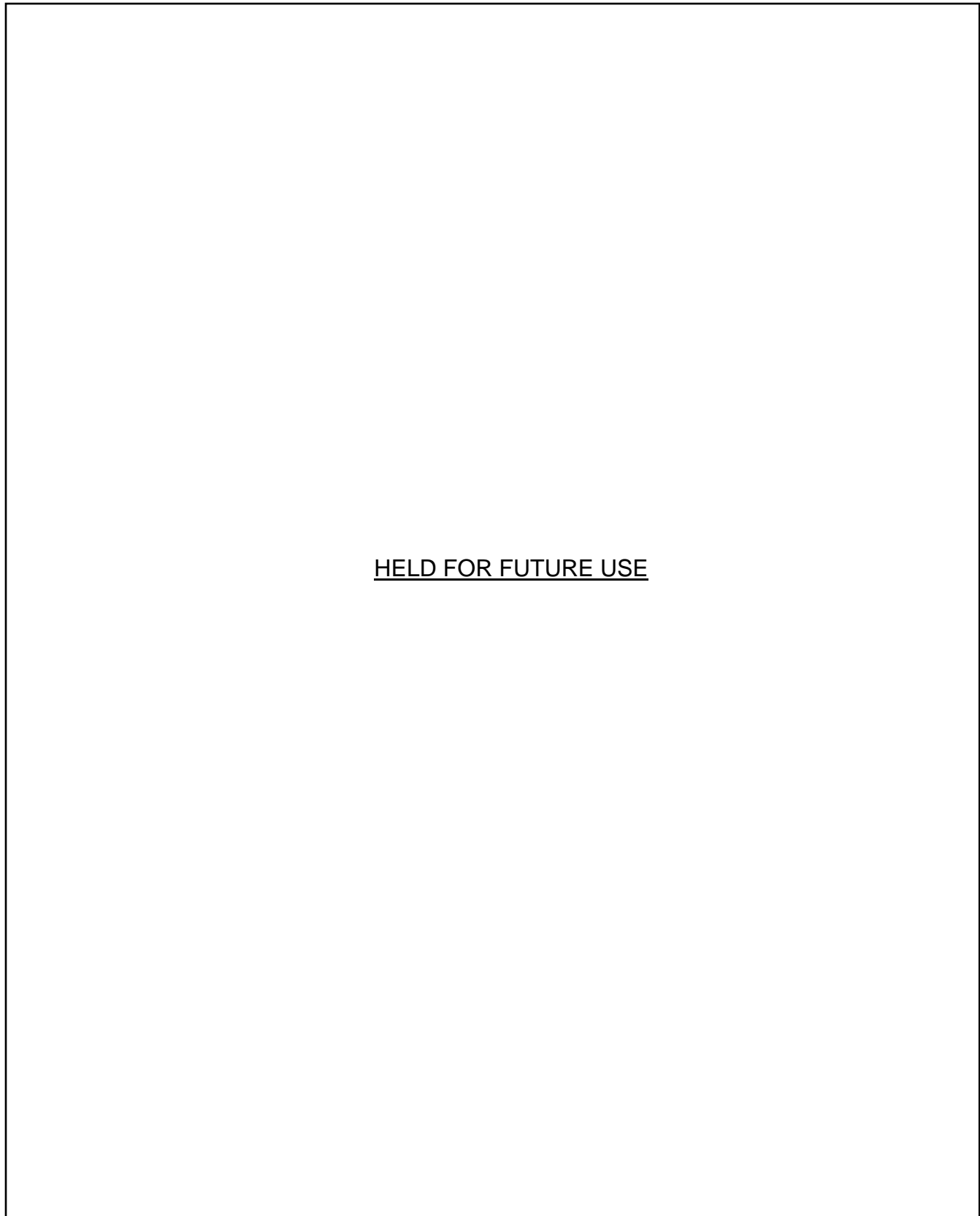
Under the CCPA, Southwest Gas is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you and how we use such information can be found in our CCPA Privacy Policy on our website at <https://www.swgas.com/ccpa>.

Signature _____ Date Signed _____

Please visit our Web site at www.swgas.com or call (877) 860-6020 if you have questions.

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 1st Revised/2nd Revised Cal. P.U.C. Sheet No. 303/304
Original/1st Revised Cal. P.U.C. Sheet No. 303/304



HELD FOR FUTURE USE

L/T

L/T

Advice Letter No. 965
Decision No. _____

Issued by
Justin Lee Brown
Vice President

Date Filed January 5, 2015
Effective January 5, 2015
Resolution No. _____

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T

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling 1st Revised Cal. P.U.C. Sheet No. 304
Original Cal. P.U.C. Sheet No. 304

HELD FOR FUTURE USE

Advice Letter No. 937
Decision No. _____

Issued by
Justin Lee Brown
Vice President

Date Filed April 14, 2014
Effective April 14, 2014
Resolution No. _____