

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



November 17, 2020

Advice Letter 1136-G, 1136-G-A and 1136-G-B

Justin Lee Brown
Vice-President/Regulatory Affairs
Southwest Gas Corporation
PO Box 98510
Las Vegas, NV 89193-8510

SUBJECT: Modification of Rule No.23 in Compliance with Decision (D.) 20-04-004.

Dear Mr. Brown:

Advice Letter 1136-G, 1136-G-A and 1136-G-B is effective as of July 8th, 2020.

Sincerely,

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

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division



SOUTHWEST GAS CORPORATION

June 8, 2020

Advice Letter No. 1136-G

(U 905 G)

Public Utilities Commission of the State of California

Subject: Modification of Rule No.23 in Compliance with Decision (D.) 20-04-004

Southwest Gas Corporation (Southwest Gas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its California Gas Tariff. The tariff sheets being modified as a result of this submission are listed on Attachment A.

Purpose

The purpose of this submission is to modify Southwest Gas' Rule No. 23 and applicable forms in compliance with Ordering Paragraph (OP) 9 in D.20-04-004, the *Decision Evaluating the Mobilehome Park Pilot and Establishing a Mobilehome Park Utility Conversion Program*. (MHP Program)

Background

On April 26, 2018, the Commission opened Rulemaking (R.) 18-04-018, to evaluate the Mobilehome Park Utility Upgrade Program, a three-year pilot program adopted by D.14-03-021 to incentivize mobilehome parks and manufactured housing communities (MHPs) with master-metered submetered natural gas and electricity to convert to direct utility service.¹ After its evaluation, the Commission aimed to determine whether the MHP Pilot Program should be expanded beyond the initial three-year pilot into a permanent MHP Program, and if so, under what conditions and program rules.^{2,3} The Commission noted that R.18-04-018 would evaluate the MHP Pilot Program, but the rulemaking was not intended to re-litigate the policy or legal findings of D.14-03-021.

Adoption of a 10-Year Ongoing MHP Program

On April 16, 2020, the Commission approved D.20-04-004, establishing a 10-year MHP Program beginning in 2021, primarily relying on the MHP Pilot program requirements

¹ R.18-04-018 at pg. 2.

² Id., at pg. 2.

³ The MHP Pilot Program was extended through December 31, 2019 by Resolution E-4878 (approved September 29, 2017) and again through December 31, 2021 by Resolution E-4958 (approved March 18, 2019), subject to the requirements set forth in each resolution.



adopted in D.14-03-021, and subject to additional requirements and adjustments, including:

Application Period⁴

- A four-year application cycle, with the option for the Safety and Enforcement Division (SED) to extend the cycle to five years.
- The first application period will be January 1, 2021 through March 31, 2021.
- Program year 2020 will be a transition year wherein utilities will utilize their existing prioritization lists until new prioritization lists are established by the SED based on applications received from the first application period.
- The conversion of MHPs selected for the MHP Program will start on or after July 1, 2021.

Conversion Rate and Annual Cost “Soft Targets”

- The large investor-owned utilities (IOUs)⁵ are authorized to convert 50 percent of their remaining eligible MHP spaces (both “To the Meter” and “Beyond the Meter” spaces) by 2030, and the small investor-owned utilities⁶ are authorized to convert 100 percent of their eligible MHP spaces.
 - The small IOUs may convert at least one park per year; however, Southwest Gas is authorized to convert 450 eligible MHP spaces per year.
- Annual cost “soft targets” are set for the large and small IOUs as a management tool to monitor program objectives;⁷ however, utility soft targets shall not be used to evaluate cost reasonableness, which instead will be determined in each utility’s respective general rate case.⁸
 - An annual cost “soft target” of \$5.2 million is established for Southwest Gas.

Eligibility

- The MHP Program is open to MHPs with and without submeters.⁹
- MHP Common use buildings are eligible for conversion under the MHP Program, at SED’s discretion, which will be served under the utility’s commercial rate schedules.¹⁰ Common use buildings include clubhouses, park offices and laundries, but do not include residential buildings with permanent foundations that may also be on the master meter system. MHP Owner/Operators are still responsible for “Beyond the Meter” expenses for common use buildings.¹¹

⁴ D.20-04-004, at pgs. 141-142.

⁵ Southern California Gas Company, San Diego Gas and Electric Company, Southern California Edison Company and Pacific Gas and Electric Company.

⁶ Southwest Gas, PacifiCorp dba Pacific Power, Bear Valley Electric Service and Liberty Utilities, LLC.

⁷ D.20-04-004, OP 3, at pg. 171.

⁸ *Id.*, at pg. 114.

⁹ *Id.*, at pg. 40.

¹⁰ *Id.*, at pg. 41.

¹¹ *Id.*, at pgs.40-41.



- Recreational Vehicle spaces remain ineligible for conversion under the MHP Program.¹²

Prioritization of MHPs for Conversion

Prioritization will continue to be based on gas safety first, then reliability, dual conversions and capacity improvements consistent with D.14-03-021. The following additional prioritization criteria are to be included in the ongoing MHP Program:

- Whether the MHP has reported any gas incidents;
- Whether the MHP has experienced damage of their gas/electric infrastructure due to wildfire, especially if the MHP is already scheduled to be converted;
- For MHPs with gas/electric systems, SED will consult with HCD to determine if the MHP has incurred any violations for their electric system; and
- A Disadvantage Community criterion will be included that will serve as a tie-breaker if two MHPs have the same safety score.¹³

Additionally, MHPs who have declined to participate in the MHP Program in the past are eligible to apply to participate in the ongoing MHP Program.

Ongoing MHP Program Evaluation and Reporting

- In 2025, a second evaluation of the MHP Program will take place to decide whether to continue or modify the MHP Program.¹⁴
- Each gas and electric utility shall continue annual reporting on the MHP Program, beginning on February 1, 2021, and continuing thereafter until the end of the program using the Revised Annual Report Template included as Appendix B to D.20-02-004.¹⁵

Pursuant to OP 9 in D.20-04-004:

Within 45 days of the issuance of this decision, each electric and/or gas corporation must file a Tier 2 Advice Letter with the Commission's Energy Division for approval of new tariffs to establish a voluntary, mobilehome park/manufactured housing community utility conversion program that contains all of the program components referenced in these Ordering Paragraphs and further described in this decision. The Energy Division shall consult with the Safety and Enforcement Division to ensure that the Advice Letter complies with this Decision.¹⁶

Therefore, Southwest Gas submits this Advice Letter to modify, where applicable, its Rule No. 23, as well as its MHP Program forms, in conformance with D.20-04-004. Southwest Gas has provided redlined versions of its tariff sheets and forms as Attachments B-D.

¹² *Id.*, at pg. 43.

¹³ *Id.*, at pgs. 49-50.

¹⁴ *Id.*, OP 16, at pgs. 175-176.

¹⁵ *Id.*, OP 10, at pg. 174.

¹⁶ *Id.*, at pgs. 173-174.



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

Effective Date

Pursuant to OP 9 in D.20-04-004, Southwest Gas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after Energy Division approval) pursuant to General Order (GO) 96-B. Southwest Gas respectfully requests that this Advice Letter be approved July 8, 2020, which is thirty (30) days after the date of submission.

Protest

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based with specificity. The protest must be sent no later than 20 days after the date of this Advice Letter submission, and shall be sent by letter via U.S. Mail, facsimile, or electronically. The address for mailing or delivering a protest to the Commission is:

ATTN: Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
Email: edtariffunit@cpuc.ca.gov
Facsimile: 415-703-2200

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004, at the same address as above and mailed, emailed or faxed to:

Mr. Justin Lee Brown
Senior Vice President/General Counsel
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Email: justin.brown@swgas.com
Facsimile: 702-364-3452

Notice

Southwest Gas believes it is exempt from the notice requirements set forth in General Rule 4.2 of GO 96-B, since this Advice Letter is being submitted pursuant to OP 9 in D.20-04-004 and it will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule that are currently in effect.



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Service

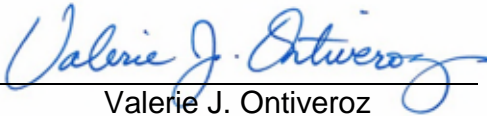
In accordance with GO 96-B, General Rule 7.2, Southwest Gas is mailing copies of this Advice Letter and related tariff sheets to the utilities and interested parties shown on the attached list.

Communications regarding this submission should be directed to:

Valerie J. Ontiveroz
Regulatory Manager/California
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Telephone: 702-876-7323
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Respectfully submitted,

SOUTHWEST GAS CORPORATION

By: 
Valerie J. Ontiveroz

Attachments

Distribution List

Advice Letter No. 1136-G

In conformance with GO 96-B, General Rule 4.3

The following individuals or entities have been served by electronic mail:

Elizabeth Echols, Director
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ATTACHMENT A
Advice Letter No. 1136-G

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
5th Revised Sheet No. 4	Table of Contents (Continued)	4th Revised Sheet No. 4
27th Revised Sheet No. 6	Table of Contents (Continued) – Agreements, Applications & Contracts	26th Revised Sheet No. 6
4th Revised Sheet No. 279.15	Rule No. 23 – Mobilehome Park Utility Conversion Program	3rd Revised Sheet No. 279.15
3rd Revised Sheet No. 279.16	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	2nd Revised Sheet No. 279.16
2nd Revised Sheet No. 279.17	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	1st Revised Sheet No. 279.17
4th Revised Sheet No. 279.18	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	3rd Revised Sheet No. 279.18
2nd Revised Sheet No. 279.19	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	1st Revised Sheet No. 279.19
2nd Revised Sheet No. 279.20	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	1st Revised Sheet No. 279.20
2nd Revised Sheet No. 279.21	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	1st Revised Sheet No. 279.21
1st Revised Sheet No. 279.22	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	Original Sheet No. 279.22
1st Revised Sheet No. 279.23	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	Original Sheet No. 279.23
1st Revised Sheet No. 279.24	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	Original Sheet No. 279.24

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
1st Revised Sheet No. 279.25	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	Original Sheet No. 279.24
1st Revised Sheet No. 300.1	Mobilehome Park Conversion Program Application (Form 913.1 06/2020)	Original Sheet No. 300.1
2nd Revised Sheet No. 300.2	Mobilehome Park Conversion Program Application (Form 913.2 06/2020)	1st Revised Sheet No. 300.2

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RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

PURPOSE

This Rule sets forth the general terms and conditions applicable to the Mobilehome Park Utility Conversion Program (MHP Program). The MHP Program is a voluntary program offered to eligible master-metered Mobilehome Parks or Manufactured Housing Communities (collectively referred to as MHP) to convert their submetered and non-submetered spaces (including both "To the Meter" and "Beyond the Meter") and eligible common use services from master-metered gas distribution to direct Company gas distribution service, subject to the requirements and limitations set forth in this Rule and the applicable MHP Program documents. Pursuant to Commission Decision (D.) 20-04-004, the MHP Program will conclude December 31, 2030, unless a Commission decision for the continuation, expansion, or modification of the Program is issued. D.20-04-004 authorizes the Company to convert 100 percent of its remaining eligible submetered and non-submetered spaces within its California service territories.

APPLICABILITY

The MHP Program is available to all eligible master-metered MHPs within the Company's service territory as defined in the Preliminary Statement of this California Gas Tariff. Within the eligible MHPs, the only eligible MHP spaces are those permitted by the California Department of Housing and Community Development (HCD). Recreational vehicle parks and spaces are not eligible for the MHP Program.

A. DEFINITIONS

Specific terms used in this Rule are defined below. Additional definitions are also found in Rule No. 1, Definitions of this California Gas Tariff.

Beyond the Meter: "Beyond the Meter" facilities include - the infrastructure and substructures necessary to extend facilities from the Service Delivery Point to the Mobilehome exterior line stub (i.e., the point of connection on the Mobilehome). The Company will not be responsible for any part of the point of connection material, including labor, or any work that would require an alteration permit. "Beyond the Meter" facilities are the responsibility of the MHP Owner/Operator. The Mobilehome exterior line stub outlet will continue to be part of the Mobilehome and be the responsibility of the MHP Resident.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

A. DEFINITIONS *(Continued)*

Common Use Area:	All designated buildings, areas, or facilities within an MHP that are intended to be used by all MHP Residents and/or the MHP Owner/Operator. Energy costs for serving the common area are paid by the MHP Owner/Operator.
Legacy System:	The existing MHP master-metered submetered or non-submetered system.
Manufactured Housing Community:	Any area or tract of land where two or more manufactured home lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to subdivision, cooperative, condominium, or other form of resident ownership, only to accommodate the use of manufactured homes constructed pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974.
Meter Shed:	A structure used to help protect the meter set assembly from potential damage due to the accumulation of snow and ice.
MHP Resident:	A person who has tenancy in an MHP under a rental agreement, or who lawfully occupies a Mobilehome.
Mobilehome:	Refer to Rule No. 1, Definitions, of this California Gas Tariff.
Mobilehome Park (MHP):	Refer to Rule No. 1, Definitions, of this California Gas Tariff.
Mobilehome Space:	Designated area within an MHP that is owned, rented, or held out for rent, to accommodate a Mobilehome used for human habitation.
MHP Owner/Operator:	The party that has legal obligation for the MHP.
Service Delivery Point:	The point where the Company's facilities (pipe, valves, meter set assemblies and associated equipment) are connected to the pipe (house line) owned by either the MHP Owner/Operator or the MHP Resident, normally adjacent to the location of the meter.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

A. DEFINITIONS *(Continued)*

To the Meter: "To the Meter" facilities include all infrastructure (e.g. connection fittings, pipe, valves, risers, regulators, and meters) and any substructures necessary to complete the gas distribution and service line extensions to the Service Delivery Point.

B. PROGRAM ELIGIBILITY

1. MHPs must meet all of the following criteria to be eligible for the MHP Program:
 - a. Receive natural gas service from the Company through a master-meter and supply gas service to MHP Residents on a single premise through:
 - a submetered natural gas system; or
 - a non-submetered natural gas system.
 - b. Receive natural gas service from the Company under the following rate schedule:
 - Schedule No. GS-20/GN-20/SLT-20 – Multi-Family Master-Metered Gas Service – Non-Submetered;
 - Schedule No. GS-25/GN-25/SLT-25 – Multi-Family Master-Metered Gas Service – Submetered;
 - c. Operate under a current and valid license from the governmental entity with relevant authority;

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM
(Continued)

B. PROGRAM ELIGIBILITY (Continued)

- d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the effective date of the Mobilehome Park Utility Conversion Program Agreement (Form 913.2); and
- e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

Eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct gas distribution service from the Company.

- 2. An MHP Owner/Operator who elects to participate in the MHP Program must comply with all general rules, rights and obligations set forth in this Rule. In addition, MHP Program participants must complete and/or execute and comply with the following MHP Program documents:

- a. CPUC'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);
- b. *Mobilehome Park Conversion Upgrade Program Application* (MHP Application) (Form 913.1, 06/2020); and
- c. *Mobilehome Park Utility Conversion Program Agreement* (MHP Agreement) (Form 931.2, 06/2020).

C. MHP PROGRAM COMPONENTS

- 1. Form of Intent

The Form of Intent (Appendix D to D.20-04-004) will be accepted January 1, 2021, through March 31, 2021 (90-day period). The MHP Owner/Operator must complete and submit the Form of Intent concurrently to both the Commission's Safety Enforcement Division (SED) and the Company. Any Form of Intent received after the 90-day period will be placed on a waiting list for the MHP Program.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

C. MHP PROGRAM COMPONENTS *(Continued)*

1. Form of Intent *(Continued)*

a. Prioritization of MHPs in the MHP Program

(i) All Forms of Intent received for the MHP Program will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only.

(ii) The Company will receive a list of prioritized MHPs and will then pre-select MHPs for conversion based on prioritization status, the number of spaces the Company is authorized to convert, and other relevant factors (available resources, coordination with other entities, etc.). The Company will undertake its best efforts to communicate and coordinate with other energy utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.

2. MHP Application

After an MHP has been pre-selected to participate in the MHP Program, the MHP Owner/Operator is required to complete and submit the MHP Application. The MHP Application sets forth the additional information and documentation the MHP Owner/Operator should provide in order for the Company to commence the planning and engineering process for installing the Company's gas distribution system within the MHP.

3. MHP Agreement

After the Company has planned and engineered the associated gas distribution system and has received from the MHP Owner/Operator the name of the MHP's Contractor and the cost for the "beyond the meter" work, the Company and the MHP Owner/Operator must execute an MHP Agreement. The MHP Agreement sets forth the terms and conditions applicable to both the Company and the MHP Owner/Operator with regard to the conversion process.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

C. MHP PROGRAM COMPONENTS *(Continued)*

3. MHP Agreement *(Continued)*

Once the MHP Agreement has been executed and all applicable pre-construction terms and conditions have been satisfied, the MHP is considered accepted into the MHP Program and construction will commence.

4. Construction

a. The Company or its designated contractor will perform all necessary "To the Meter" construction, as set forth in this Rule and the MHP Agreement. The Company will install services to both occupied and unoccupied MHP spaces, but will not install a meter set assembly on unoccupied spaces.

b. In common areas, conversions will be at the discretion of the Commission Safety and Enforcement Division. 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.

c. The MHP Owner/Operator's selected contractor will perform all necessary "Beyond the Meter" construction as set forth in this Rule and the MHP Agreement.

d. In areas subject to heavy snowfall, it may be necessary that a Meter Shed be installed to help protect Company facilities. Notwithstanding any other provision of this California Gas Tariff, as part of the MHP Program the Company or its designated contractor will install Meter Sheds, as necessary, during the "To the Meter" construction process. Upon cutover to the Company's gas distribution system, the Meter Shed shall be owned and maintained by the MHP Owner/Operator as set forth in Section C.7.b of this Rule.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

5. MHP Legacy System

The MHP Owner/Operator shall continue to own, operate and maintain the Legacy System until cutover to direct service through the Company's gas distribution system. The Company shall have no liability for the Legacy Systems. The MHP Owner/Operator will hold harmless, defend and indemnify the Company from all causes of action or claims arising from or related to the Legacy System.

6. Cutover of Service

a. Cutover to the Company's gas distribution system will occur only after the inspection and approval of the MHP "Beyond the Meter" facilities by the appropriate jurisdictional authorities.

b. When applicable, the MHP Owner/Operator's MHP master-meter submetered discount will continue in full and will only cease at complete cutover of the entire MHP system to direct service from the Company.

c. Upon cutover to direct Company service, MHP Residents will become customers of the Company and will receive gas service from the Company in accordance with all applicable rates, rules and conditions set forth in this California Gas Tariff, except as otherwise noted in Section D of this Rule.

7. Ownership of Facilities After Conversion

a. Upon cutover to direct Company service, the Company will own, operate, and maintain the "To the Meter" gas distribution system within the MHP in accordance with all applicable rates, rules and conditions set forth in this California Gas Tariff.

b. Notwithstanding Section 7.a., the MHP Owner/Operator shall own and maintain any and all Meter Sheds installed during the "To the Meter" construction process, in accordance with all state and local jurisdictional codes, and all applicable provisions of this California Gas Tariff.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

C. MHP PROGRAM COMPONENTS *(Continued)*

7. Ownership of Facilities After Conversion *(Continued)*

- c. The MHP Owner/Operator shall own, operate and maintain all "Beyond the Meter" facilities within the MHP in accordance with state and local jurisdictional codes and ordinances. The Company shall have no responsibility for, or liability related to, the "Beyond the Meter" facilities.
- d. The MHP Owner/Operator shall retain ownership of the Legacy System and will be responsible for its removal. Legacy System removal or retirement costs are not authorized for reimbursement through the MHP Program. The Company shall have no responsibility for, or liability related to, the MHP Legacy System.

8. Safety

Safety is of paramount importance. The MHP Owner/Operator and the "Beyond the Meter" contractor are solely responsible for performing the "Beyond the Meter" work in a safe manner and in accordance with all applicable laws, codes, ordinances, rules and regulations, including but not limited to the Universal Plumbing Code, and the MHP Agreement.

9. Reimbursement to MHP Owner/Operator

The MHP Owner/Operator is responsible for hiring the "Beyond the Meter" contractor, in accordance with the terms of the MHP Agreement. The Company will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond the Meter" construction performed pursuant to 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. Reimbursable "Beyond the Meter" expenditures do not include 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.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

C. MHP PROGRAM COMPONENTS *(Continued)*

9. Reimbursement to MHP Owner/Operator *(Continued)*

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 the MHP Program Agreement.

10. Modifications to the Mobilehome

Modifications to the individual Mobilehome, including modifications to the Company connection that may be required to complete the conversion, must be authorized by the registered owner of the Mobilehome prior to the modifications being made. Obtaining such authorization is the responsibility of the MHP Owner/Operator. Authorization from a resident who is not the registered owner is not sufficient.

D. INTERACTION WITH OTHER COMPANY TARIFF RULES, TERMS, CONDITIONS

1. MHP Residents

Upon cutover to direct Company service, MHP Residents will become customers of the Company, and will receive gas service pursuant to all applicable rates, rules and conditions set forth in this California Gas Tariff, with the following exceptions:

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

D. INTERACTION WITH OTHER COMPANY TARIFF RULES, TERMS, CONDITIONS
(Continued)

1. MHP Residents *(Continued)*

- a. Rule No. 3, Application for Service and Rule No. 7, Deposits – Existing MHP Residents who become customers of the Company through the MHP Program will be deemed “grandfathered” into their service accounts, and new customer credit checks, service establishment fees and deposits will be waived on a one-time basis. Thereafter, MHP Residents will be subject to the Establishment and Reestablishment of Credit provisions set forth in Rule No. 6 and the Discontinuance of Service provisions set forth in Rule No. 11.
- b. California Alternate Rates for Energy (CARE) Program – MHP Residents participating in the CARE program prior to conversion will be deemed “grandfathered” into the CARE program upon establishment of service with the Company without having to recertify or reapply, provided the customer of record remains the same. This is a one-time exception to the CARE program eligibility requirements at the time of service conversion. Thereafter, all CARE program eligibility requirements will apply.
- c. Medical Baseline Allowance – MHP Resident households that receive a Medical Baseline Allowance prior to conversion will be deemed “grandfathered” and will continue to receive the same Medical Baseline Allowance without having to recertify or reapply, provided that the resident in the household who initially qualified for the Medical Baseline Allowance continues to reside in the household. This is a one-time exception to the Medical Baseline Allowance program eligibility requirements at the time of service conversion. Thereafter, all Medical Baseline Allowance program eligibility requirements will apply.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

D. INTERACTION WITH OTHER COMPANY TARIFF RULES, TERMS, CONDITIONS
(Continued)

2. MHP Owner/Operator

Gas service provided by the Company to the MHP Owner/Operator is subject to all applicable rates, rules and conditions set forth in this California Gas Tariff, with the following exceptions:

Rule No. 15, Gas Main Extensions and Rule No. 16, Gas Service Extensions – Because Southwest Gas will design and install the new distribution line/main extension at no cost to the MHP Owner/Operator, those portions of Rule Nos. 15 and 16 pertaining to applicant responsibilities or options are not applicable to MHP Owners/Operators while participating in the MHP Program. This may include, but not be limited to, applicant responsibilities, allowances, contributions or advances, refunds, and design and installation options.

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

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 300.1
Original Cal. P.U.C. Sheet No. 300.1

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION (FORM 913.1 06/2020)

(See Attached Form)

IF ACTUAL COPY OF FORM IS REQUIRED, PLEASE NOTIFY COMPANY

Advice Letter No. 1136
Decision No. 20-04-004

Issued by
Justin Lee Brown
Senior Vice President

Date Filed June 8, 2020
Effective _____
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-meter/sub-meter 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 the 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-meter/sub-metered/non-submetered 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 Commission's Safety and Enforcement Division (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.

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



A Sempra Energy utility™

Southern California Gas Company
MHP Program, SC720J A1
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: _____

<u>Current Electric Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 Btu rating: _____	<input type="checkbox"/> Outdoor Gas Heaters 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 Btu rating: _____	<input type="checkbox"/> Outdoor Gas Heaters 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

List of Registered Homeowners and Residents: 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.

Service Documents: 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).

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.

Additional Infrastructure: 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.

Site Plan: 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.

Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

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

2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in Section 4.b. of this MHP Application.

<u>Current Gas Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____ (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____ (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____ (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____ (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
---	--

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
---	--

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
---	--

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
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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. 300.2
1st Revised Cal. P.U.C. Sheet No. 300.2

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2 06/2020)

(See Attached Form)

Advice Letter No. 1136
Decision No. 20-04-004

Issued by
Justin Lee Brown
Senior Vice President

Date Filed June 8, 2020
Effective _____
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) within the MHP and the number of unoccupied residential MH-Spaces permitted by HCD 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.

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.
- 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 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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.
- 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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

5.9. Construction

5.9.1. 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.

5.9.2. MHP Owner/Operator shall ensure that its Contractor is aware of and abides by all safety requirements described in Section 7 of this Agreement.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

5.9.3. 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.

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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 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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.
- 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.

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- 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.

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.

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9. Termination

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
 - 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.

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AGREEMENT**

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.
- 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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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 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.

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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.

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

<i>Name of Mobilehome Park</i>	
<i>Name of Owner/Operator</i>	SOUTHWEST GAS CORPORATION
<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>



**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

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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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
AGREEMENT
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
UTILITY CONVERSION PROGRAM
AGREEMENT
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.



**MOBILEHOME PARK
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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
AGREEMENT**

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 \$ _____



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

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 UTILITY CONVERSION PROGRAM AGREEMENT

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

**Advice Letter No. 1136-G
Attachment B**

Rule No. 23 – Mobilehome Park Utility Conversion Program

REDLINED

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM

PURPOSE

This Rule sets forth the general terms and conditions applicable to the Mobilehome Park Utility ~~Upgrade-Conversion~~ Program (MHP Program). The MHP Program is a voluntary program offered to eligible master-metered ~~sub-metered~~ Mobilehome Parks or Manufactured Housing Communities (collectively referred to as MHP) to convert their submetered and non-submetered spaces (including both "To the Meter" and "Beyond the Meter") and eligible common use services from master-metered ~~submetered~~ gas distribution to direct Company gas distribution service, subject to the requirements and limitations set forth in this Rule and the applicable MHP Program documents. ~~Pursuant to Commission Decision 14-03-021, the MHP Program was authorized as a three-year pilot program through December 31, 2017. Commission Resolution E-4878 authorized the continuation of the MHP Program through December 31, 2019, subject to the criteria set forth therein. Resolution E-4958 subsequently authorized the continuation of the MHP Program, subject to the criteria set forth therein, until the earlier of December 31, 2021, or the issuance of a Commission Decision for the continuation, expansion or modification of the program in Rulemaking 18-04-018. Pursuant to Commission Decision (D.) 20-04-004, the MHP Program will conclude December 31, 2030, unless a Commission decision for the continuation, expansion, or modification of the Program is issued. D.20-04-004 authorizes the Company to convert 100 percent of its remaining eligible submetered and non-submetered spaces within its California service territories.~~

APPLICABILITY

The MHP Program is available to all eligible master-metered ~~submetered~~ MHPs within the Company's service territory as defined in the Preliminary Statement of this California Gas Tariff. Within the eligible MHPs, the only eligible MHP spaces are those permitted by the California Department of Housing and Community Development (HCD). Recreational vehicle parks and spaces are not eligible for the MHP Program.

A. DEFINITIONS

Specific terms used in this Rule are defined below. Additional definitions are also found in Rule No. 1, Definitions of this California Gas Tariff.

Beyond the ~~meter~~Meter: "Beyond the ~~meter~~Meter" facilities include - the infrastructure and substructures necessary to extend facilities from the Service Delivery Point to the Mobilehome exterior line stub (i.e., the point of connection on the Mobilehome). The Company will not be responsible for any part of the point of connection material, including labor, or any work that would

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require an alteration permit. “Beyond the ~~meter~~Meter” facilities are the responsibility of the MHP Owner/Operator. The Mobilehome exterior line stub outlet will continue to be part of the Mobilehome and be the responsibility of the MHP Resident.

Advice Letter No. _____
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed _____
Effective _____
Resolution No. _____

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE-CONVERSION PROGRAM
(Continued)

A. DEFINITIONS (Continued)

Common Use Area:	All designated buildings, areas, or facilities within an MHP that are intended to be used by all MHP Residents and/or the MHP Owner/Operator. Energy costs for serving the common area are paid by the MHP Owner/Operator.
Legacy System:	The existing MHP master-metered submetered <u>or non-submetered</u> system.
Manufactured Housing Community:	Any area or tract of land where two or more manufactured home lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to subdivision, cooperative, condominium, or other form of resident ownership, only to accommodate the use of manufactured homes constructed pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974.
Meter Shed:	A structure used to help protect the meter set assembly from potential damage due to the accumulation of snow and ice.
MHP Resident:	A person who has tenancy in an MHP under a rental agreement, or who lawfully occupies a Mobilehome.
Mobilehome:	Refer to Rule No. 1, Definitions, of this California Gas Tariff.
Mobilehome Park (MHP):	Refer to Rule No. 1, Definitions, of this California Gas Tariff.
Mobilehome Space:	Designated area within an MHP that is owned, rented, or held out for rent, to accommodate a Mobilehome used for human habitation.
MHP Owner/Operator:	The party that has legal obligation for the MHP.
Service Delivery Point:	The point where the Company's facilities (pipe, valves, meter set assemblies and associated equipment) are connected to the pipe (house line) owned by either the MHP Owner/Operator or the MHP Resident, normally adjacent to the location of the meter.

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE-CONVERSION PROGRAM
(Continued)

A. DEFINITIONS (Continued)

To the Meter: "To the ~~meter~~Meter" facilities include all infrastructure (e.g. connection fittings, pipe, valves, risers, regulators, and meters) and any substructures necessary to complete the gas distribution and service line extensions to the Service Delivery Point.

B. PROGRAM ELIGIBILITY

1. MHPs must meet all of the following criteria to be eligible for the MHP Program:
 - a. Receive natural gas service from the Company through a master-meter and supply gas service to MHP Residents on a single premise through:
 - a submetered natural gas system; or
 - a non-submetered natural gas system; or
 - ~~the master meter, provided that the MHP's electric service is supplied through a submetered system.~~
 - b. Receive natural gas service from the Company under the following rate schedule:
 - Schedule No. GS-20/GN-20/SLT-20 – Multi-Family Master-Metered Gas Service – Non-Submetered;
 - Schedule No. GS-25/GN-25/SLT-25 – Multi-Family Master-Metered Gas Service – Submetered;
 - c. Operate under a current and valid license from the governmental entity with relevant authority;

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

B. PROGRAM ELIGIBILITY (Continued)

- d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the effective date of the Mobilehome Park Utility ~~Upgrade-Conversion~~ Program Agreement (Form 913.2); and
- e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

Eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct gas distribution service from the Company.

2. An MHP Owner/Operator who elects to participate in the MHP Program must comply with all general rules, rights and obligations set forth in this Rule. In addition, MHP Program participants must complete and/or execute and comply with the following MHP Program documents:

- a. CPUC'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);
- b. *Mobilehome Park ~~Utility-Conversion~~ Upgrade Program Application* (MHP Application) (Form 913.1, 07/201406/2020); and
- c. *Mobilehome Park Utility ~~Upgrade-Conversion~~ Program Agreement* (MHP Agreement) (Form 931.2, 07/201406/2020).

C. MHP PROGRAM COMPONENTS

1. Form of Intent

The Form of Intent (Appendix ~~C-D~~ to D. 14-03-02120-04-004) will be accepted January 1, 20152021, through March 31, 202115 (90-day period). The MHP Owner/Operator must complete and submit the Form of Intent concurrently to both the Commission's Safety Enforcement Division (SED) and the Company. Any Form of Intent received after the 90-day period will be placed on a waiting list for the MHP Program.

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

1. Form of Intent (Continued)

a. Prioritization of MHPs in the MHP Program

(i) All Forms of Intent received for the MHP Program will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only.

(ii) The Company will receive a list of prioritized MHPs and will then pre-select MHPs for conversion based on prioritization status, the number of spaces the Company is authorized to convert, and other relevant factors (available resources, coordination with other entities, etc.). The Company will undertake its best efforts to communicate and coordinate with other energy utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.

2. MHP Application

After an MHP has been pre-selected to participate in the MHP Program, the MHP Owner/Operator is required to complete and submit the MHP Application. The MHP Application sets forth the additional information and documentation the MHP Owner/Operator should provide in order for the Company to commence the planning and engineering ~~and planning~~ process for installing the Company's gas distribution system within the MHP.

3. MHP Agreement

After the Company has planned and engineered ~~and planned~~ the associated gas distribution system and has received from the MHP Owner/Operator the name of the MHP's Contractor and the cost for the "beyond the meter" work, the Company and the MHP Owner/Operator must execute an MHP Agreement. The MHP Agreement sets forth the terms and conditions applicable to both the Company and the MHP Owner/Operator with regard to the conversion process.

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

3. MHP Agreement (Continued)

Once the MHP Agreement has been executed and all applicable pre-construction terms and conditions have been satisfied, the MHP is considered accepted into the MHP Program and construction will commence.

4. Construction

a. The Company or its designated contractor will perform all necessary "~~to~~To the ~~meter~~Meter" construction, as set forth in this Rule and the MHP Agreement. The Company will install services to both occupied and unoccupied MHP spaces, but will not install a meter set assembly on unoccupied spaces.

b. In common areas, conversions will be at the discretion of the Commission Safety and Enforcement Division. ~~consistent~~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.

c. The MHP Owner/Operator's selected contractor will perform all necessary "~~beyond~~Beyond the ~~meter~~Meter" construction as set forth in this Rule and the MHP Agreement.

d. In areas subject to heavy snowfall, it may be necessary that a Meter Shed be installed to help protect Company facilities. Notwithstanding any other provision of this California Gas Tariff, as part of the MHP Program the Company or its designated contractor will install Meter Sheds, as necessary, during the "~~to~~To the ~~meter~~Meter" construction process. Upon cutover to the Company's gas distribution system, the Meter Shed shall be owned and maintained by the MHP Owner/Operator as set forth in Section C.7.b of this Rule.

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

5. MHP Legacy System

The MHP Owner/Operator shall continue to own, operate and maintain the Legacy System until cutover to direct service through the Company's gas distribution system. The Company shall have no liability for the Legacy Systems. The MHP Owner/Operator will hold harmless, defend and indemnify the Company from all causes of action or claims arising from or related to the Legacy System.

6. Cutover of Service

a. Cutover to the Company's gas distribution system will occur only after the inspection and approval of the MHP "~~beyond~~ Beyond the ~~meter~~ Meter" facilities by the appropriate jurisdictional authorities.

b. When applicable, The the MHP Owner/Operator's MHP master-meter submetered discount will continue in full and will only cease at complete cutover of the entire MHP system to direct service from the Company.

c. Upon cutover to direct Company service, MHP Residents will become customers of the Company and will receive gas service from the Company in accordance with all applicable rates, rules and conditions set forth in this California Gas Tariff, except as otherwise noted in Section D of this Rule.

7. Ownership of Facilities After Conversion

a. Upon cutover to direct Company service, the Company will own, operate, and maintain the "~~to~~ To the ~~meter~~ Meter" gas distribution system within the MHP in accordance with all applicable rates, rules and conditions set forth in this California Gas Tariff.

b. Notwithstanding Section 7.a., the MHP Owner/Operator shall own and maintain any and all Meter Sheds installed during the "~~to~~ To the ~~meter~~ Meter" construction process, in accordance with all state and local jurisdictional codes, and all applicable provisions of this California Gas Tariff.

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- c. ~~The MHP Owner/Operator shall own, operate and maintain all “beyond Beyond the meter Meter” facilities within the MHP in accordance with state and local jurisdictional codes and ordinances. The Company shall have no responsibility for, or liability related to, the “beyond Beyond the meter Meter” facilities.~~

Advice Letter No. _____
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed _____
Effective _____
Resolution No. _____

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

7. Ownership of Facilities After Conversion (Continued)

- c. The MHP Owner/Operator shall own, operate and maintain all "Beyond the Meter" facilities within the MHP in accordance with state and local jurisdictional codes and ordinances. The Company shall have no responsibility for, or liability related to, the "Beyond the Meter" facilities.
- d. The MHP Owner/Operator shall retain ownership of the Legacy System and will be responsible for its removal. Legacy System removal or retirement costs are not authorized for reimbursement through the MHP Program. The Company shall have no responsibility for, or liability related to, the MHP Legacy System.

7.8. Safety

Safety is of paramount importance. The MHP Owner/Operator and the "~~beyond-Beyond the meter~~Meter" contractor are solely responsible for performing the "~~beyond-Beyond the meter~~Meter" work in a safe manner and in accordance with all applicable laws, codes, ordinances, rules and regulations, including but not limited to the Universal Plumbing Code, and the MHP Agreement.

8.9. Reimbursement to MHP Owner/Operator

The MHP Owner/Operator is responsible for hiring the "~~beyond-Beyond the meter~~Meter" contractor, in accordance with the terms of the MHP Agreement. The Company will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "~~beyond-Beyond the meter~~Meter" construction performed pursuant to the MHP Program.

Reimbursable "~~beyond-Beyond the meter~~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~~ Reimbursable "Beyond the Meter" expenditures do not include 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.

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

9. Reimbursement to MHP Owner/Operator (Continued)

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~~ Beyond the ~~meter~~ 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 the MHP Program Agreement.

10. Modifications to the Mobilehome

Modifications to the individual Mobilehome, including modifications to the Company connection that may be required to complete the conversion, must be authorized by the registered owner of the Mobilehome prior to the modifications being made. Obtaining such authorization is the responsibility of the MHP Owner/Operator. Authorization from a resident who is not the registered owner is not sufficient.

D. INTERACTION WITH OTHER COMPANY TARIFF RULES, TERMS, CONDITIONS

1. MHP Residents

Upon cutover to direct ~~company~~ Company service, MHP Residents will become customers of the Company, and will receive gas service pursuant to all applicable rates, rules and conditions set forth in this California Gas Tariff, with the following exceptions:

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

D. INTERACTION WITH OTHER COMPANY TARIFF RULES, TERMS, CONDITIONS
(Continued)

1. MHP Residents (Continued)

- a. Rule No. 3, Application for Service and Rule No. 7, Deposits – Existing MHP Residents who become customers of the Company through the MHP Program will be deemed “grandfathered” into their service accounts, and new customer credit checks, service establishment fees and deposits will be waived on a one-time basis. Thereafter, MHP Residents will be subject to the Establishment and Reestablishment of Credit provisions set forth in Rule No. 6 and the Discontinuance of Service provisions set forth in Rule No. 11.
- b. California Alternate Rates for Energy (CARE) Program – MHP Residents participating in the CARE program prior to conversion will be deemed “grandfathered” into the CARE program upon establishment of service with the Company without having to recertify or reapply, provided the customer of record remains the same. This is a one-time exception to the CARE program eligibility requirements at the time of service conversion. Thereafter, all CARE program eligibility requirements will apply.
- c. Medical Baseline Allowance – MHP Resident households that receive a ~~medical-Medical baseline-Baseline allowance-Allowance~~ prior to conversion will be deemed “grandfathered” and will continue to receive the same ~~medical-Medical baseline-Baseline allowance-Allowance~~ without having to recertify or reapply, provided that the resident in the household who initially qualified for the ~~additional-medical-Medical baseline-Baseline allowance-Allowance~~ continues to reside in the household. This is a one-time exception to the Medical Baseline Allowance program eligibility requirements at the time of service conversion. Thereafter, all Medical Baseline Allowance program eligibility ~~program~~ requirements will apply.

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

D. INTERACTION WITH OTHER COMPANY TARIFF RULES, TERMS, CONDITIONS
(Continued)

2. MHP Owner/Operator

Gas service provided by the Company to the MHP Owner/Operator is subject to all applicable rates, rules and conditions set forth in this California Gas Tariff, with the following exceptions:

Rule No. 15, Gas Main Extensions and Rule No. 16, Gas Service Extensions – Because Southwest Gas will design and install the new distribution line/main extension at no cost to the MHP Owner/Operator, those portions of Rule Nos. 15 and 16 pertaining to applicant responsibilities or options are not applicable to MHP Owners/Operators while participating in the MHP Program. This may include, but not be limited to, applicant responsibilities, allowances, contributions or advances, refunds, and design and installation options.

**Advice Letter No. 1136-G
Attachment C**

Mobilehome Park Utility Conversion Program Application
(Form 913.1)

REDLINED

MOBILEHOME PARK UTILITY ~~UPGRADE~~ ~~CONVERSION~~ PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) ~~20-04-004 14-03-024~~, and subject to the requirements of the Mobilehome Park Utility ~~Conversion Upgrade~~ Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility ~~Conversion Upgrade~~ Program (MHP Program) to replace existing privately owned master-meter/sub-meter 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 the 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-meter/sub-meter ~~red/non-submetered~~ 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 Commission's Safety and Enforcement Division (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 UPGRADE CONVERSION PROGRAM APPLICATION

The purpose of this Mobilehome Park Utility ConversionUpgrade 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.20-04-004-14-03-024. 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.

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
~~Attn:~~ MHP Program, SC720J
A1GT-10G4
8101 Rosemead Blvd.
Pico Rivera 555 W 5Th St
Los Angeles, CA 90660-
510090013-4034



Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150



San Diego Gas & Electric Company
~~Attn:~~ MHP Program, SC720J
A1CP62A
8306 Century Park Ct.
San Diego, CA 92123-1530



Southwest Gas Corporation
Attn: MHP Program
13471 Mariposa Road
Victorville, CA 92392



MOBILEHOME PARK UTILITY ~~UPGRADE~~ ~~CONVERSION~~ PROGRAM APPLICATION

~~Pacific Gas and Electric Company~~ Mobilehome Park
Utility ~~Conversion~~ ~~Upgrade~~
Program

~~Pacific Gas and Electric Company~~
77 Beale St., Mail ~~Code~~
~~B10B~~ ~~Code~~ ~~B10B~~
San Francisco, CA 94105-1814

Southern California Edison
Company
MHP Utility ~~Conversion~~ ~~Upgrade~~
Program
~~Rancho Cucamonga Regional Office, G139 9500 Cleveland Ave., Rancho Cucamonga~~
~~Innovation Way, 3rd Flr 365 J~~
~~Pomona, CA 9173068~~

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

- All units on common single parcel
 Common use shared ownership

- Units on individual parcels
 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?

³ RV Spaces are not eligible for conversion under the MHP Program

MOBILEHOME PARK
UTILITY ~~UPGRADE~~ ~~CONVERSION~~ PROGRAM APPLICATION

No Yes

Is the MHP operated on leased real property?

No Yes Number of years remaining on land lease: _____

MOBILEHOME PARK
UTILITY UPGRADE CONVERSION PROGRAM APPLICATION

2. Business Information

Legal Name to appear on contract: _____

- Individual Partnership Corporation
 Limited Liability Corporation Governmental Agency Sole Proprietor
 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 UPGRADE 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: _____

<u>Current Electric Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 UPGRADE 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 **UPGRADE 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.

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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 Btu rating: _____	<input type="checkbox"/> Outdoor Gas Heaters 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 Btu rating: _____	<input type="checkbox"/> Outdoor Gas Heaters 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"

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UTILITY UPGRADE 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.

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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 and design 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 UPGRADE CONVERSION PROGRAM APPLICATION

After the new distribution system has been preliminarily planned and preliminary 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 ~~UPGRADE~~ **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 ~~UPGRADE~~ ~~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

List of Registered Homeowners and Residents: A complete list of current ~~registered homeowners and 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 ~~and registered owner~~ 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.

Service Documents: 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).

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.

Additional Infrastructure: 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.

Site Plan: 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.

Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK UTILITY ~~UPGRADE~~ ~~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.

<u>Current Electric Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____

MOBILEHOME PARK

UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM APPLICATION

Attachment B – Additional Information

2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in Section 4.b. of this~~the~~ MHP Application.

<u>Current Gas Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

MOBILEHOME PARK

UTILITY ~~UPGRADE~~ 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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

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"/> Swimming Pool (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Park Site (_____ KW)	<input type="checkbox"/> Others _____	
<input type="checkbox"/> Club House (_____ KW)			
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)			

MOBILEHOME PARK

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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: _____

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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: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
---	--

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
---	--

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
---	--

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

<input type="checkbox"/> Gas Range - Btu rating: _____ <input type="checkbox"/> Water Heater- Btu rating: _____ <input type="checkbox"/> Gas Oven- Btu rating: _____ <input type="checkbox"/> On-Demand Water Heater Btu rating: _____ <input type="checkbox"/> Other gas loads _____ Btu rating: _____	<input type="checkbox"/> Laundry Dryer- Btu rating: _____ <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ <input type="checkbox"/> Furnace- Btu rating: _____ <input type="checkbox"/> Outdoor Gas Heaters Btu rating: _____
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**Advice Letter No. 1136-G
Attachment D**

Mobilehome Park Utility Conversion Program Agreement
(Form 913.2)

REDLINED



MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM AGREEMENT

This Mobilehome Park (MHP) Utility ~~Upgrade-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 ~~pilot~~ program under the direction of the California Public Utilities Commission (CPUC or Commission) pursuant to Decision (D.) ~~14-03-02120-04-004~~, whereby master-metered/~~submetered~~ 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 ~~Upgrade-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 ~~Upgrade-Conversion~~ Program Application* (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.

1.2.1.3. 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) within the MHP ~~that currently receive a discount under the current qualifying mobilehome rate schedule~~ and the number of unoccupied residential MH-Spaces permitted by HCD designated on the MHP Application that

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are currently able to receive gas service from the existing master-meter/~~submetered~~ system (Legacy System).

- 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.14-03-024~~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.
- 3.3. Agreements and documents shall be mailed to:



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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.
- 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.14-03-021D.20-04-004.

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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.

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 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.

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- 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.
- 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 (if necessary), decommissioning and any environmental remediation.

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5.5.1.5.5.2. 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.

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

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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 ~~must allow~~authorizes Southwest Gas to directly contact the MHP Residents regarding the ~~MHP residents about 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 they notices are distributed in a timely manner.

5.9. Construction

- 5.9.1. 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.

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~~5.9.1.5.9.2.~~ MHP Owner/Operator shall ensure that its Contractor is aware of and abides by all safety requirements described in Section 7 of this Agreement.

~~5.9.2.5.9.3.~~ 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. If requested by Southwest Gas, the MHP Owner/Operator shall have its Contractor purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected gas system. 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.~~

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.

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- 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 ~~of~~-work at the MHP. Southwest Gas will not resume work on the MHP until it has received authorization from appropriate 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

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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.

~~6.6.2.6.6.3.~~ 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

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- 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.

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.

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- 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. Termination

- 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
 - 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.

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- 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. 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.~~

- ~~10.3.~~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 ~~the MHP Program to~~ this Agreement.

- ~~10.4.~~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

MOBILEHOME PARK UTILITY ~~UPGRADE~~ CONVERSION PROGRAM AGREEMENT

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.

~~40.5-10.4.~~ 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,

MOBILEHOME PARK UTILITY ~~UPGRADE~~ CONVERSION PROGRAM AGREEMENT

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 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



MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM AGREEMENT

This Agreement consists of, in its entirety, the Mobilehome Park Utility ~~Upgrade-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.

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 ~~event of force~~ Force majeure 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 ~~UPGRADE-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 ~~UPGRADE-CONVERSION~~ PROGRAM
AGREEMENT
Attachment A
Documents and Declaration

A. Additional Documentation

As described in CPUC Decision (D.) ~~14-03-021-20-04-004~~ 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 ~~Upgrade-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 ~~Upgrade-Conversion~~ Program Agreement

B. Declaration of Non-Condemnation

In accordance with ~~D.14-03-021D.20-04-004~~, and subject to the requirements of Southwest Gas' Rule No. 23, each MHP participating in the MHP Utility ~~Upgrade-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
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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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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 ~~UPGRADE-CONVERSION~~ PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) ~~14-03-02120-04-004~~, 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 ~~Upgrade-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
UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
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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

	Costs Not Covered by the MHP Program
<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.



**MOBILEHOME PARK
UTILITY ~~UPGRADE~~ CONVERSION PROGRAM
AGREEMENT
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)

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program
<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.	\$ _____	\$ _____
	<hr style="border-top: 3px double black;"/>	<hr style="border-top: 3px double black;"/>
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
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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~~ 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~~ 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 \$ _____



**MOBILEHOME PARK
 UTILITY ~~UPGRADE CONVERSION~~ PROGRAM
 AGREEMENT
 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~~ by the MHP Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond the Meter" Costs Not Covered ~~By~~ by the MHP Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



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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 ~~reimburseable~~ 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~~ 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 ~~Owned~~ Owed by Mobilehome Owner for the MHP Program \$ _____



**MOBILEHOME PARK
UTILITY ~~UPGRADE~~ 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 <u>by</u> the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond the Meter" Costs Not Covered By <u>by</u> the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: Monthly Quarterly Annual One-Time Other:

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

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

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	



SOUTHWEST GAS CORPORATION

October 30, 2020

Advice Letter No. 1136-G-A

(U 905 G)

Public Utilities Commission of the State of California

Subject: Partial Supplement - Modification of Rule No.23 in Compliance with Decision (D.) 20-04-004

Southwest Gas Corporation (Southwest Gas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its California Gas Tariff. The tariff sheets being modified as a result of this submission are listed on Attachment A.

Purpose

The purpose of this submission is to partially supplement Southwest Gas' Advice Letter No. 1136, submitted on June 8, 2020, to revise Rule No. 23 and applicable forms in compliance with Ordering Paragraphs (OP) 9 in D.20-04-004, the *Decision Evaluating the Mobilehome Park Pilot and Establishing a Mobilehome Park Utility Conversion Program* (MHP Program).

Background

On April 16, 2020, the Commission approved D.20-04-004, establishing a 10-year MHP Program¹ beginning in 2021, primarily relying on the program requirements adopted in D.14-03-021. D.20-04-004 authorizes the small investor-owned utilities² to convert 100 percent of their eligible MHP spaces over the course of the 10-year MHP Program.³ OP 9 in D.20-04-004 directs each electric and/or gas corporation to submit a Tier 2 Advice Letter for approval of revised tariffs and MHP Program forms to establish a voluntary MHP Program that contains all of the program components described in D.20-04-004.⁴

Southwest Gas submitted Advice Letter No. 1136 in compliance with OP 9; however, pursuant to the direction from the Energy Division, Southwest Gas is supplementing Advice Letter No. 1136 to include modifications to: 1) Preliminary Statement 22 - Mobilehome Park Conversion Balancing Account (MHPCBA) to include a reference to the

¹ MHP Program, adopted in D.14-03-021, was a three-year pilot, formerly named the Mobilehome Park Utility Upgrade Program.

² Southwest Gas, PacifiCorp dba Pacific Power, Bear Valley Electric Service and Liberty Utilities, LLC.

³ Southwest Gas is authorized to convert 100 percent of its eligible MHP spaces, at a rate of 450 spaces per year.

⁴ D.20-04-004, at pgs. 173-174.



Advice Letter No. 1136-G-A
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extension of the MHP Program in D.20-04-004;⁵ 2) clarify Rule No. 23 regarding the prioritization of electric-only systems in compliance with OP 4; 3) update the MHP Program Agreement consistent with Appendix C to D.20-04-004 and 4) correct a minor typographical error in Rule No. 23. All other requested modifications to the tariff and MHP Program forms submitted in Advice Letter No. 1136 remain unchanged.

Southwest Gas has provided redlined versions of the affected tariff sheets and MHP Agreement in Attachments B and C.⁶

Effective Date

Pursuant to OP 9 in D.20-04-004, Southwest Gas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after Energy Division approval) pursuant to General Order (GO) 96-B. Southwest Gas respectfully requests that this Advice Letter be approved effective July 8, 2020, which is the originally requested effective date in Advice Letter No. 1136.

Protest

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based with specificity. The protest must be sent no later than 20 days after the date of this Advice Letter submission, and shall be sent by letter via U.S. Mail, facsimile, or electronically. The address for mailing or delivering a protest to the Commission is:

ATTN: Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
Email: edtariffunit@cpuc.ca.gov
Facsimile: 415-703-2200

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⁵ Modifications to MHPCBA were not included in Advice Letter No. 1136. The MHPCBA is being included in this Partial Supplement pursuant to the direction of the Energy Division.

⁶ Additional edits included because of this Partial Supplement are highlighted in yellow.



Advice Letter No. 1136-G-A
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Copies should also be mailed to the attention of the Director, Energy Division, Room 4004, at the same address as above and mailed, emailed or faxed to:

Mr. Justin Lee Brown
Senior Vice President/General Counsel
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Email: justin.brown@swgas.com
Facsimile: 702-364-3446

Notice

Southwest Gas believes it is exempt from the notice requirements set forth in General Rule 4.2 of GO 96-B, since this Advice Letter is being submitted pursuant to OP 9 in D.20-04-004 and it will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule that are currently in effect.

Service

In accordance with GO 96-B, General Rule 7.2, Southwest Gas is mailing copies of this Advice Letter and related tariff sheets to the utilities and interested parties shown on the attached list.

Communications regarding this submission should be directed to:

Valerie J. Ontiveroz
Regulatory Manager/California
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Telephone: 702-876-7323
Email: valerie.ontiveroz@swgas.com

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By: 
Valerie J. Ontiveroz

Attachments

Distribution List

Advice Letter No. 1136-G-A

In conformance with GO 96-B, General Rule 4.3

The following individuals or entities have been served by electronic mail:

Elizabeth Echols, Director
Public Advocates Office
elizabeth.echols@cpuc.ca.gov

Pacific Gas & Electric Company
PGETariffs@pge.com

Southern California Gas Company
ROrtiz@SempraUtilities.com

San Diego Gas & Electric Company
SDG&ETariffs@SempraUtilities.com

Robert M. Pocta
Public Advocates Office
California Public Utilities Commission
robert.pocta@cpuc.ca.gov

Nathaniel Skinner
Public Advocates Office
California Public Utilities Commission
nathaniel.skinner@cpuc.ca.gov

Pearlie Sabino
Public Advocates Office
California Public Utilities Commission
pearlie.sabino@cpuc.ca.gov

ATTACHMENT A
Advice Letter No. 1136-G-A

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
6th Revised Sheet No. 44	Preliminary Statement (<i>Continued</i>)	5th Revised Sheet No. 44
4th Revised Sheet No. 279.18	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	3rd and 4th Revised Sheet No. 279.18
3rd Revised Sheet No. 279.19	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	1st and 2nd Revised Sheet No. 279.19
3rd Revised Sheet No. 300.2	Mobilehome Park Conversion Program Application (Form 913.2 06/2020)	1st and 2nd Revised Sheet No. 300.2

PRELIMINARY STATEMENT
(Continued)

22. MOBILE HOME PARK CONVERSION BALANCING ACCOUNT (MHPCBA)

22A. PURPOSE

The MHPCBA is a two-way balancing account for the purpose of recording and recovering the incremental revenue requirement associated with converting submetered residents at mobile home parks from master-metered natural gas service to direct utility service in accordance with the Mobilehome Park (MHP) Conversion Pilot Program provisions adopted in Decision (D.) 14-03-021 and extended pursuant to Resolution E-4958. D.20-04-004 further authorized a ten-year Mobilehome Park Conversion Program, beginning January 1, 2021. The Company established the MHPCBA pursuant to D.14-03-021 and will continue to record MHP program expenses in the MHPCBA in accordance with D.20-04-004. A separate MHPCBA will be maintained for each of the Company's California rate jurisdictions.

22B. APPLICABILITY

The MHPCBA provision applies to all rate schedules, excluding customers served under a Special Contract or any other exclusion provided for by the Commission.

22C. REVISION DATE

Annually, the Company shall file a Tier I Advice Letter to update the MHPCBA adjustment rates using the month ended December 31 MHPCBA.

22D. FORECAST PERIOD VOLUMES

The volumes of gas, expressed in therms, to be utilized hereunder shall be the volumes estimated to be delivered during the 12 calendar-month period immediately following the Revision Date.

22E. ACCOUNTING

The Company will maintain separate subaccounts in the MHPCBA for its costs up to and including the customer's meter ("to the meter" costs) and for the reimbursable costs for work performed beyond the Company's meter ("beyond the meter" costs).

1. The Company shall make the following entries to the "to the meter" MHPCBA subaccount at the end of each month:
 - a. A debit entry for incremental O&M start-up costs, such as program development, customer outreach and administration expenses, not otherwise recovered in rates;

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RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM
(Continued)

B. PROGRAM ELIGIBILITY (Continued)

- d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the effective date of the Mobilehome Park Utility Conversion Program Agreement (Form 913.2); and
- e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

Eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct gas distribution service from the Company.

2. An MHP Owner/Operator who elects to participate in the MHP Program must comply with all general rules, rights and obligations set forth in this Rule. In addition, MHP Program participants must complete and/or execute and comply with the following MHP Program documents:

- a. CPUC'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);
- b. *Mobilehome Park Conversion Upgrade Program Application* (MHP Application) (Form 913.1, 06/2020); and
- c. *Mobilehome Park Utility Conversion Program Agreement* (MHP Agreement) (Form 913.2, 06/2020).

C. MHP PROGRAM COMPONENTS

1. Form of Intent

The Form of Intent (Appendix D to D.20-04-004) will be accepted January 1, 2021, through March 31, 2021 (90-day period). The MHP Owner/Operator must complete and submit the Form of Intent concurrently to both the Commission's Safety Enforcement Division (SED) and the Company. Any Form of Intent received after the 90-day period will be placed on a waiting list for the MHP Program.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

1. Form of Intent (Continued)

a. Prioritization of MHPs in the MHP Program

- (i) All Forms of Intent received for the MHP Program will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) for prioritization of electric-only systems, the Company shall consult and coordinate with SED, the California Department of Housing and Community Development (HCD) or its local agency.
- (ii) The Company will receive a list of prioritized MHPs and will then pre-select MHPs for conversion based on prioritization status, the number of spaces the Company is authorized to convert, and other relevant factors (available resources, coordination with other entities, etc.). The Company will undertake its best efforts to communicate and coordinate with other energy utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.

2. MHP Application

After an MHP has been pre-selected to participate in the MHP Program, the MHP Owner/Operator is required to complete and submit the MHP Application. The MHP Application sets forth the additional information and documentation the MHP Owner/Operator should provide in order for the Company to commence the planning and engineering process for installing the Company's gas distribution system within the MHP.

3. MHP Agreement

After the Company has planned and engineered the associated gas distribution system and has received from the MHP Owner/Operator the name of the MHP's Contractor and the cost for the "beyond the meter" work, the Company and the MHP Owner/Operator must execute an MHP Agreement. The MHP Agreement sets forth the terms and conditions applicable to both the Company and the MHP Owner/Operator with regard to the conversion process.

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

Canceling 3rd Revised Cal. P.U.C. Sheet No. 300.2
1st and 2nd Revised Cal. P.U.C. Sheet No. 300.2

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2 06/2020)

(See Attached Form)

Advice Letter No. 1136-A
Decision No. 20-04-004

Issued by
Justin Lee Brown
Senior Vice President

Date Filed October 30, 2020
Effective _____
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.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
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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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

MOBILEHOME PARK
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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.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
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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.

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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.



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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

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
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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) \$ _____



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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
AGREEMENT
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	



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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.



**MOBILEHOME PARK
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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)

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program
<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.	\$ _____	\$ _____
	<hr style="border-top: 3px double black;"/>	<hr style="border-top: 3px double black;"/>
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	\$ _____	\$ _____



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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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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



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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 \$ _____



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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

**Advice Letter No. 1136-G-A
Attachment B**

Rule No. 23 – Mobilehome Park Utility Conversion Program

REDLINED

**(Additional edits included as a result of this
Supplement are highlighted in yellow)**

PRELIMINARY STATEMENT
(Continued)

22. MOBILE HOME PARK CONVERSION BALANCING ACCOUNT (MHPCBA)

22A. PURPOSE

The MHPCBA is a two-way balancing account for the purpose of recording and recovering the incremental revenue requirement associated with converting submetered residents at mobile home parks from master-metered natural gas service to direct utility service in accordance with the Mobilehome Park (MHP) Conversion Pilot Program provisions adopted in Decision (D.) 14-03-021 and extended pursuant to Resolution E-4958. D.20-04-004 further authorized a ten-year Mobilehome Park Conversion Program, beginning January 1, 2021. The Company ~~is authorized to establish~~ the MHPCBA pursuant to ~~Decision (D.) 14-03-021~~ and will continue to record MHP program expenses in the MHPCBA in accordance with D.20-04-004. A separate MHPCBA will be maintained for each of the Company's California rate jurisdictions.

22B. APPLICABILITY

The MHPCBA provision applies to all rate schedules, excluding customers served under a Special Contract or any other exclusion provided for by the Commission.

22C. REVISION DATE

Annually, the Company shall file a Tier I Advice Letter to update the MHPCBA adjustment rates using the month ended December 31 MHPCBA.

22D. FORECAST PERIOD VOLUMES

The volumes of gas, expressed in therms, to be utilized hereunder shall be the volumes estimated to be delivered during the 12 calendar-month period immediately following the Revision Date.

22E. ACCOUNTING

The Company will maintain separate subaccounts in the MHPCBA for its costs up to and including the customer's meter ("to the meter" costs) and for the reimbursable costs for work performed beyond the Company's meter ("beyond the meter" costs).

1. The Company shall make the following entries to the "to the meter" MHPCBA subaccount at the end of each month:

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

Canceling _____

Cal. P.U.C. Sheet No. _____
Cal. P.U.C. Sheet No. _____

- a. A debit entry for incremental O&M start-up costs, such as program development, customer outreach and administration expenses, not otherwise recovered in rates;

Advice Letter No. _____
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed _____
Effective _____
Resolution No. _____

RULE NO. 23

MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM
(Continued)

B. PROGRAM ELIGIBILITY (Continued)

- d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the effective date of the Mobilehome Park Utility ~~Upgrade-Conversion~~ Program Agreement (Form 913.2); and
- e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

Eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct gas distribution service from the Company.

2. An MHP Owner/Operator who elects to participate in the MHP Program must comply with all general rules, rights and obligations set forth in this Rule. In addition, MHP Program participants must complete and/or execute and comply with the following MHP Program documents:

- a. CPUC'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);
- b. *Mobilehome Park ~~Utility-Conversion~~ Upgrade Program Application* (MHP Application) (Form 913.1, 07/201406/2020); and
- c. *Mobilehome Park Utility ~~Upgrade-Conversion~~ Program Agreement* (MHP Agreement) (Form 931913.2, 07/201406/2020).

C. MHP PROGRAM COMPONENTS

1. Form of Intent

The Form of Intent (Appendix ~~C-D~~ to D. 14-03-02120-04-004) will be accepted January 1, 20152021, through March 31, 202115 (90-day period). The MHP Owner/Operator must complete and submit the Form of Intent concurrently to both the Commission's Safety Enforcement Division (SED) and the Company. Any Form of Intent received after the 90-day period will be placed on a waiting list for the MHP Program.

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE-CONVERSION PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

1. Form of Intent (Continued)

a. Prioritization of MHPs in the MHP Program

(i) All Forms of Intent received for the MHP Program will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) for prioritization of electric-only systems, the Company shall consult and coordinate with SED, the California Department of Housing and Community Development (HCD) or its local agency will prioritize MHPs that are electric only.

(ii) The Company will receive a list of prioritized MHPs and will then pre-select MHPs for conversion based on prioritization status, the number of spaces the Company is authorized to convert, and other relevant factors (available resources, coordination with other entities, etc.). The Company will undertake its best efforts to communicate and coordinate with other energy utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.

2. MHP Application

After an MHP has been pre-selected to participate in the MHP Program, the MHP Owner/Operator is required to complete and submit the MHP Application. The MHP Application sets forth the additional information and documentation the MHP Owner/Operator should provide in order for the Company to commence the planning and engineering and planning process for installing the Company's gas distribution system within the MHP.

3. MHP Agreement

After the Company has planned and engineered ~~and planned~~ the associated gas distribution system and has received from the MHP Owner/Operator the name of the MHP's Contractor and the cost for the "beyond the meter" work, the Company and the MHP Owner/Operator must execute an MHP Agreement. The MHP Agreement sets forth the terms and conditions applicable to both the Company and the MHP Owner/Operator with regard to the conversion process.

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

~~Original~~ 1st and 2nd Revised
~~1st 2nd 3rd Revised~~

Cal. P.U.C. Sheet No. 300.2
Cal. P.U.C. Sheet No. 300.2

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2
1206/202015)

(See Attached Sample Form)

Advice Letter No. 9991136-A
Decision No. 20-04-004

Issued by Justin Lee Brown
Senior Vice President

~~December 17, 2015~~ ~~June 8, 2020~~ ~~October 30, 2020~~
Effective December 17, 2015
Resolution No. _____

**Advice Letter No. 1136-G-A
Attachment C**

Mobilehome Park Utility Conversion Program Agreement
(Form 913.2)

REDLINED

**(Additional edits included as a result of this
Supplement are highlighted in yellow)**



MOBILEHOME PARK UTILITY ~~UPGRADE-CONVERSION~~ PROGRAM AGREEMENT

This Mobilehome Park (MHP) Utility ~~Upgrade-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 ~~pilot~~ program under the direction of the California Public Utilities Commission (CPUC or Commission) pursuant to Decision (D.) 14-03-02120-04-004, whereby master-metered/~~submetered~~ 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 ~~Upgrade-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 ~~Upgrade-Conversion~~ Program Application* (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.

1.2.1.3. 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 within the MHP that currently receive a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH Spaces permitted HCD

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designated on the MHP Application that are currently able to receive gas service from the existing master-meter/~~submetered~~ system (Legacy System).

- 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.14-03-024~~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.
- 3.3. Agreements and documents shall be mailed to:



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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.
- 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.14-03-021D.20-04-004.~~

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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 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

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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.

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,

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notification, post construction removal (including above ground facilities, i.e., submeters and risers) and related permitting (if necessary), decommissioning and any environmental remediation.

5.5.1-5.5.2. 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.

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.

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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 ~~must allow~~authorizes Southwest Gas to directly contact the MHP Residents regarding the ~~MHP residents about 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 they notices are distributed in a timely manner.

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

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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.

5.9.1-5.9.3. MHP Owner/Operator shall ensure that its Contractor is aware of and abides by all safety requirements described in Section 7 of this Agreement.

5.9.2-5.9.4. 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. ~~If requested by Southwest Gas, the MHP Owner/Operator shall have its Contractor purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected gas system. 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.~~

6. Utility’s Responsibilities

6.1. Engineering and Planning

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- 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 ~~of~~ work at the MHP. Southwest Gas will not resume work on the MHP until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Southwest Gas shall not assume any remediation

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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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6.6.2.6.6.3. 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.

8. Delay and Suspension of Work

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- 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. Termination 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. 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.~~
- ~~10.3-10.2.~~ 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 - the MHP Program to this Agreement.

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~~40.4.10.3.~~ 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.

~~40.5.10.4.~~ 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

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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 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.

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15. Entire Agreement

This Agreement consists of, in its entirety, the Mobilehome Park Utility ~~Upgrade-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.

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 ~~event of force-Force majeure~~ 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.



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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



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Attachment A
Documents and Declaration

A. Additional Documentation

As described in CPUC Decision (D.) ~~14-03-021-20-04-004~~ 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 ~~Upgrade-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 ~~Upgrade-Conversion~~ Program Agreement

B. Declaration of Non-Condemnation

In accordance with ~~D.14-03-021D.20-04-004~~, and subject to the requirements of Southwest Gas' Rule No. 23, each MHP participating in the MHP Utility ~~Upgrade-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



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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) \$ _____



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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) \$ _____



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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.) ~~14-03-02120-04-004~~, 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 Upgrade-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	



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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)

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program
<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.	\$ _____	\$ _____
	<hr style="border-top: 3px double black;"/>	<hr style="border-top: 3px double black;"/>
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	\$ _____	\$ _____



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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~~ 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~~ 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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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 -by the MHP Program
--

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond the Meter" Costs Not Covered By -by the MHP Program
--

Location	Responsible Party	Requested Service Modification	Estimated Cost



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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 ~~reimburseable~~ 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~~ 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 ~~Owned~~ Owed by Mobilehome Owner for the MHP Program \$ _____



MOBILEHOME PARK
UTILITY ~~UPGRADE-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-by the MHP Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond the Meter" Costs Not Covered By-by the MHP Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: Monthly Quarterly Annual One-Time Other:

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

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

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:



SOUTHWEST GAS CORPORATION

November 12, 2020

Advice Letter No. 1136-G-B

(U 905 G)

Public Utilities Commission of the State of California

Subject: Partial Supplement - Modification of Rule No.23 in Compliance with Decision (D.) 20-04-004

Southwest Gas Corporation (Southwest Gas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its California Gas Tariff. The tariff sheets being modified as a result of this submission are listed on Attachment A.

Purpose

The purpose of this submission is to partially supplement Southwest Gas' Advice Letter No. 1136-A, submitted on October 30, 2020, to revise Rule No. 23 and applicable forms in compliance with Ordering Paragraphs (OP) 9 in D.20-04-004, the *Decision Evaluating the Mobilehome Park Pilot and Establishing a Mobilehome Park Utility Conversion Program* (MHP Program).

Background

On April 16, 2020, the Commission approved D.20-04-004, establishing a 10-year MHP Program¹ beginning in 2021, primarily relying on the program requirements adopted in D.14-03-021. D.20-04-004 authorizes the small investor-owned utilities² to convert 100 percent of their eligible MHP spaces over the course of the 10-year MHP Program.³ OP 9 in D.20-04-004 directs each electric and/or gas corporation to submit a Tier 2 Advice Letter for approval of revised tariffs and MHP Program forms to establish a voluntary MHP Program that contains all of the program components described in D.20-04-004.⁴

Southwest Gas submitted Advice Letter No. 1136-A to partially supplement Advice Letter No. 1136 to include modifications to: 1) Preliminary Statement 22 - Mobilehome Park Conversion Balancing Account (MHPCBA) to include a reference to the extension of the MHP Program in D.20-04-004; 2) clarify Rule No. 23 regarding the prioritization of electric-only systems in compliance with OP 4; 3) update the MHP Program Agreement consistent

¹ MHP Program, adopted in D.14-03-021, was a three-year pilot, formerly named the Mobilehome Park Utility Upgrade Program.

² Southwest Gas, PacifiCorp dba Pacific Power, Bear Valley Electric Service and Liberty Utilities, LLC.

³ Southwest Gas is authorized to convert 100 percent of its eligible MHP spaces, at a rate of 450 spaces per year.

⁴ D.20-04-004, at pgs. 173-174.



Advice Letter No. 1136-G-B
Page 2
November 12, 2020

with Appendix C to D.20-04-004 and 4) correct a minor typographical error in Rule No. 23. All other requested modifications to the tariff and MHP Program forms submitted in Advice Letter No. 1136 remain unchanged.

Pursuant to further direction by the Energy Division, this Advice Letter is submitted to partially supplement Advice Letter No. 1136-A, as follows:

- 1) Update Attachment A regarding Sheet No. 279.18 revision number;
- 2) Update Sheet No. 279.18 to revise the MHP Application form reference from “Upgrade” to “Conversion”; and
- 3) Update Sheet No. 279.19 to include “designee” in Section C.1.a.(i) to read, “...the California Department of Housing and Community Development (HCD) or its local agency **designee**.”

Through this Advice Letter, Southwest Gas is not updating the tariff sheet revision numbers and instead is denoting the updated tariff sheets with an asterisk (*).

Effective Date

Pursuant to OP 9 in D.20-04-004, Southwest Gas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after Energy Division approval) pursuant to General Order (GO) 96-B. Southwest Gas respectfully requests that this Advice Letter be approved effective July 8, 2020, which is the originally requested effective date in Advice Letter No. 1136, as well as Advice Letter No. 1136-A.

Protest

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based with specificity. The protest must be sent no later than 20 days after the date of this Advice Letter submission, and shall be sent by letter via U.S. Mail, facsimile, or electronically. The address for mailing or delivering a protest to the Commission is:

ATTN: Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
Email: edtariffunit@cpuc.ca.gov
Facsimile: 415-703-2200

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004, at the same address as above and mailed, emailed or faxed to:



Advice Letter No. 1136-G-B
Page 3
November 12, 2020

Mr. Justin Lee Brown
Senior Vice President/General Counsel
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Email: justin.brown@swgas.com
Facsimile: 702-364-3446

Notice

Southwest Gas believes it is exempt from the notice requirements set forth in General Rule 4.2 of GO 96-B, since this Advice Letter is being submitted pursuant to OP 9 in D.20-04-004 and it will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule that are currently in effect.

Service

In accordance with GO 96-B, General Rule 7.2, Southwest Gas is mailing copies of this Advice Letter and related tariff sheets to the utilities and interested parties shown on the attached list.

Communications regarding this submission should be directed to:

Valerie J. Ontiveroz
Regulatory Manager/California
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Telephone: 702-876-7323
Email: valerie.ontiveroz@swgas.com

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By: 
Valerie J. Ontiveroz

Attachments

Distribution List

Advice Letter No. 1136-G-B

In conformance with GO 96-B, General Rule 4.3

The following individuals or entities have been served by electronic mail:

Elizabeth Echols, Director
Public Advocates Office
elizabeth.echols@cpuc.ca.gov

Pacific Gas & Electric Company
PGETariffs@pge.com

Southern California Gas Company
ROrtiz@SempraUtilities.com

San Diego Gas & Electric Company
SDG&ETariffs@SempraUtilities.com

Robert M. Pocta
Public Advocates Office
California Public Utilities Commission
robert.pocta@cpuc.ca.gov

Nathaniel Skinner
Public Advocates Office
California Public Utilities Commission
nathaniel.skinner@cpuc.ca.gov

Pearlie Sabino
Public Advocates Office
California Public Utilities Commission
pearlie.sabino@cpuc.ca.gov

ATTACHMENT A
Advice Letter No. 1136-G-B

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
5th Revised Sheet No. 279.18*	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	3rd and 4th Revised Sheet No. 279.18
3rd Revised Sheet No. 279.19*	Rule No. 23 – Mobilehome Park Utility Conversion Program (Continued)	1st and 2nd Revised Sheet No. 279.19

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM
(Continued)

B. PROGRAM ELIGIBILITY (Continued)

- d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the effective date of the Mobilehome Park Utility Conversion Program Agreement (Form 913.2); and
- e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

Eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct gas distribution service from the Company.

2. An MHP Owner/Operator who elects to participate in the MHP Program must comply with all general rules, rights and obligations set forth in this Rule. In addition, MHP Program participants must complete and/or execute and comply with the following MHP Program documents:

- a. CPUC'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);
- b. *Mobilehome Park Utility Conversion Program Application* (MHP Application) (Form 913.1, 06/2020); and
- c. *Mobilehome Park Utility Conversion Program Agreement* (MHP Agreement) (Form 913.2, 06/2020).

C. MHP PROGRAM COMPONENTS

1. Form of Intent

The Form of Intent (Appendix D to D.20-04-004) will be accepted January 1, 2021, through March 31, 2021 (90-day period). The MHP Owner/Operator must complete and submit the Form of Intent concurrently to both the Commission's Safety Enforcement Division (SED) and the Company. Any Form of Intent received after the 90-day period will be placed on a waiting list for the MHP Program.

RULE NO. 23

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

1. Form of Intent (Continued)

a. Prioritization of MHPs in the MHP Program

- (i) All Forms of Intent received for the MHP Program will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) for prioritization of electric-only systems, the Company shall consult and coordinate with SED, the California Department of Housing and Community Development (HCD) or its local agency designee.
- (ii) The Company will receive a list of prioritized MHPs and will then pre-select MHPs for conversion based on prioritization status, the number of spaces the Company is authorized to convert, and other relevant factors (available resources, coordination with other entities, etc.). The Company will undertake its best efforts to communicate and coordinate with other energy utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.

2. MHP Application

After an MHP has been pre-selected to participate in the MHP Program, the MHP Owner/Operator is required to complete and submit the MHP Application. The MHP Application sets forth the additional information and documentation the MHP Owner/Operator should provide in order for the Company to commence the planning and engineering process for installing the Company's gas distribution system within the MHP.

3. MHP Agreement

After the Company has planned and engineered the associated gas distribution system and has received from the MHP Owner/Operator the name of the MHP's Contractor and the cost for the "beyond the meter" work, the Company and the MHP Owner/Operator must execute an MHP Agreement. The MHP Agreement sets forth the terms and conditions applicable to both the Company and the MHP Owner/Operator with regard to the conversion process.



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
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(Date Submitted / Received Stamp by CPUC)

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Subject of AL:

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

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¹Discuss in AL if more space is needed.

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CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: