

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Southwest Gas Corporation
GAS (Corp ID 905)
Status of Advice Letter 1151G
As of January 5, 2021

Subject: Revision of Customer Forms in Compliance with the California Consumer Privacy Act of 2018

Division Assigned: Energy

Date Filed: 11-10-2020

Date to Calendar: 11-13-2020

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	12-10-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Valerie Ontiveroz

702-876-7323

valerie.ontiveroz@swgas.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

ADVICE LETTER (AL) SUSPENSION NOTICE
ENERGY DIVISION

Utility Name: Southwest Gas Corporation	Date Utility Notified: December 2, 2020
Utility Number/Type: U 905 G	<input checked="" type="checkbox"/> E-Mailed to: Valerie.Ontiveroz@swgas.com
Advice Letter Number(s): 1151-G	ED Staff Contact: Alejandra Pineda
Date AL(s) Filed: November 10, 2020	ED Staff Email: Alejandra.Pineda@cpuc.ca.gov
Utility Contact Person: Valerie J. Ontiveroz	ED Staff Phone No.: (916) 823-4762
Utility Phone No.: (702) 876-7323	

INITIAL SUSPENSION (up to 120 DAYS from the expiration of the initial review period)

This is to notify that the above-indicated AL is suspended for up to 120 days beginning December 11, 2020 for the following reason(s) below. If the AL requires a Commission resolution and the Commission's deliberation on the resolution prepared by Energy Division extends beyond the expiration of the initial suspension period, the advice letter will be automatically suspended for up to 180 days beyond the initial suspension period.

A Commission Resolution is Required to Dispose of the Advice Letter

Advice Letter Requests a Commission Order

Advice Letter Requires Staff Review

The expected duration of initial suspension period is 120 days

FURTHER SUSPENSION (up to 180 DAYS beyond initial suspension period)

The AL requires a Commission resolution and the Commission's deliberation on the resolution prepared by Energy Division has extended beyond the expiration of the initial suspension period. The advice letter is suspended for up to 180 days beyond the initial suspension period.

If you have any questions regarding this matter, please contact Alejandra Pineda at Alejandra.Pineda@cpuc.ca.gov.

cc:
EDTariffUnit



SOUTHWEST GAS CORPORATION

November 10, 2020

Advice Letter No. 1151-G

(U 905 G)

Public Utilities Commission of the State of California

Subject: Revision of Customer Forms in Compliance with the California Consumer Privacy Act of 2018

Southwest Gas Corporation (Southwest Gas or Company) 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 filing is to modify the customer forms listed on Attachment A in compliance with the California Consumer Privacy Act (CCPA) of 2018.

The CCPA gives California consumers more control over the personal information that businesses collect about them. The CCPA requires businesses to adopt a privacy policy detailing a consumer's rights under the CCPA and how to exercise those rights. In addition, the CCPA requires businesses to give California consumers timely notice, at or before the point of collection ("Notice at Collection"), that it may collect certain personal information for certain purposes.

To comply with the CCPA, Southwest Gas has adopted a CCPA Privacy Policy, which is conspicuously posted on the Company website, and which includes a full Notice at Collection. Further, all forms used by Southwest Gas to collect personal information from California residents contain a hyperlink (<https://www.swgas.com/ccpa>) to Southwest Gas' full Notice at Collection (if an electronic form) or, in the case of offline forms, the web address where the full Notice at Collection can be found. Generally, the following language has been included on each of the enclosed forms:¹

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

Under the CCPA, Southwest Gas is required to notify you of the personal information we collect about you and why we collect it. This notice applies solely to customers, users, and others who reside in the state of California. A list of the categories of personal information we may collect about you

¹ The CCPA language was revised on some enclosed forms to comport with the type of form being revised.



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and how we use such information can be found in our CCPA Privacy Policy on our website at <https://www.swgas.com/ccpa>.

Form 913.01 – *Mobilehome Park Utility Conversion Program Application* and Form 913.02 – *Mobilehome Park Utility Conversion Program Agreement* are currently pending approval in Advice Letter Nos. 1136 and 1136-A. These two forms are included in this Advice Letter with the revisions proposed in Advice Letter Nos. 1136 and 1136-A as well as the CCPA language.

Also, through this Advice Letter, Southwest Gas is removing Form 402.0 – *Non-Interest Bearing Sales Contract* from its California Gas Tariff given that Southwest Gas no longer sells parts directly to customers. Therefore, this form has been discontinued.

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

Effective Date

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 this Advice Letter be approved December 10, 2020, which is thirty (30) calendar days after the date submitted.

Protest

Anyone may protest this Advice Letter to the 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 mailed. 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:



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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

Pursuant to Energy Industry Rule 3.1(2), Southwest Gas is exempt from the notice requirements set forth in General Rule 4.2 in GO 96-B since this Advice Letter will not increase any rate or charges, cause the withdrawal of service, or conflict with any other schedule or rule.

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 distribution 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. 1151-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
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. 1151-G

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
17th Revised Sheet No. 5	Table of Contents (<i>Continued</i>) Agreements, Applications & Contracts	16th Revised Sheet No. 5
28th Revised Sheet No. 6	Table of Contents (<i>Continued</i>) Agreements, Applications & Contracts	26th Revised Sheet No. 6
1st Revised Sheet No. 280	GAS MAIN EXTENSION AGREEMENT (CALIFORNIA) (FORM 130.0 11/2020)	Original Sheet No. 280
1st Revised Sheet No. 281	RELOCATION OF GAS DISTRIBUTION FACILITIES AGREEMENT (CALIFORNIA) (FORM 130.5 11/2020)	Original Sheet No. 281
1st Revised Sheet No. 283	SERVICE AGREEMENT (CALIFORNIA) (FORM 130.7 11/2020)	Original Sheet No. 283
1st Revised Sheet No. 284	APPLICANT-INSTALLATION COST VERIFICATION – STATEMENT OF REFUNDABLE COSTS FOR APPLICANT- INSTALLATION (FORM 130.16 11/2020)	Original Sheet No. 284
1st Revised Sheet No. 284.1	FACILITY RELOCATION AGREEMENT (ARIZONA/CALIFORNIA/NEVADA) (Form 130.20 11/2020)	Original Sheet No. 284.1
1st Revised Sheet No. 284.2	THIRD PARTY NOTIFICATION PROGRAM (FORM 914.5 - 11/2020)	Original Sheet No. 284.2
1st Revised Sheet No. 285	CONTRACT FOR INSTALLATION OF NATURAL GAS PIPELINE FACILITIES – INGRESS AND EGRESS (CALIFORNIA) (FORM 334.0 11/2020)	Original Sheet No. 285
1st Revised Sheet No. 286	PROPOSAL TO PURCHASE AND AGREEMENT FOR TRANSFER OF OWNERSHIP OF DISTRIBUTION SYSTEMS (CALIFORNIA) (FORM 336.0 11/2020)	Original Sheet No. 286
1st Revised Sheet No. 287	HELD FOR FUTURE USE	Original Sheet No. 287
2nd Revised Sheet No. 288	LANDLORD AGREEMENT (FORM 411.0 11/2020)	1st Revised Sheet No. 288

ATTACHMENT A
Advice Letter No. 1151-G

2nd Revised Sheet No. 289	SUMMARY BILLING AGREEMENT – ARIZONA, CALIFORNIA, NEVADA (FORM 414.0 11/2020)	1st Revised Sheet No. 289
1st Revised Sheet No. 289.1	ELECTRONIC DATA INTERCHANGE AGREEMENT (FORM 137.0 11/2020)	Original Sheet No. 289.1
1st Revised Sheet No. 290	CUSTOMER TRENCH REQUIREMENTS (FORM 415.0 11/2020)	Original Sheet No. 290
4th Revised Sheet No. 291	IMBALANCE TRADING REQUEST – SOUTHERN CALIFORNIA (FORM 880.0SCA 11/2020)	3rd Revised Sheet No. 291
1st Revised Sheet No. 291.1	IMBALANCE TRADING REQUEST-NORTHERN CALIFORNIA / SOUTH LAKE TAHOE (FORM 880.0NCA 11/2020)	Original Sheet No. 291.1
4th Revised Sheet No. 292	UTILITY AUTHORIZATION FOR CORE AGGREGATION TRANSPORTATION SERVICE (FORM 881.0 11/2020)	3rd Revised Sheet No. 292
1st Revised Sheet No. 292.1	CREDIT APPLICATION (FORM 882.0 11/2020)	Original Sheet No. 292.1
4th Revised Sheet No. 293	APPLICATION FOR ADDITIONAL BASELINE ALLOWANCE FOR QUALIFIED MEDICAL CONDITIONS (FORM 902.1 11/2020)	3rd Revised Sheet No. 293
3rd Revised Sheet No. 294	APPLICATION FOR QUALIFIED NONPROFIT GROUP LIVING FACILITIES FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE) PROGRAM (FORM 902.2 - 11/2020)	2nd Revised Sheet No. 294
5th Revised Sheet No. 295	APPLICATION FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE) PROGRAM FOR QUALIFIED AGRICULTURAL EMPLOYEE HOUSING FACILITIES (FORM 902.4 - 11/2020)	4th Revised Sheet No. 295
13th Revised Sheet No. 296	APPLICATION FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE) PROGRAM (NEW AND RECERTIFICATION) (FORM 902.6 - 10/2020)	12th Revised Sheet No. 296
1st Revised Sheet No. 297	CUSTOMER DECLARATION OF ELIGIBILITY FOR BASELINE RATES (CALIFORNIA) (FORM 902.15 11/2020)	Original Sheet No. 297

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Advice Letter No. 1151-G

13th Revised Sheet No. 298	CARE PROGRAM APPLICATION FOR TENANTS OF SUBMETERED RESIDENTIAL FACILITIES (NEW AND RECERTIFICATION) (FORM 902.16 - 10/2020)	12th Revised Sheet No. 298
1st Revised Sheet No. 300	CALIFORNIA MICRO-BUSINESS DECLARATION (FORM 912.0 11/2020)	Original Sheet No. 300
2nd Revised Sheet No. 300.1	MOBILEHOME PARK CONVERSION PROGRAM APPLICATION (FORM 913.1 11/2020)	Original Sheet No. 300.1
4th Revised Sheet No. 300.2	MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2 11/2020)	1st Revised Sheet No. 300.2
4th Revised Sheet No. 301	CERTIFICATION OF HEALTH AND/OR DISABILITY CONDITION (CALIFORNIA & NEVADA) (FORM 913.9 11/2020)	3rd Revised Sheet No. 301
2nd Revised Sheet No. 302	AUTOMATIC PAYMENT PLAN APPLICATION AND AGREEMENT (FORM 923.0 11/2020)	1st Revised Sheet No. 302

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130.0	Gas Main Extension Agreement (11/2020)	280	T
130.5	Relocation of Gas Distribution Facilities Agreement (11/2020)	281	T
130.6	General Requirements Addendum to Contract for Extension of Gas Line (California) (06/2006)	282	
130.7	Service Agreement (California) (11/2020)	283	T
130.16	Applicant Installation Cost Verification/Statement of Refundable Costs for Applicant Installation (11/2020)	284	T
130.20	Facility Relocation Agreement (Arizona/California/Nevada) (11/2020)	284.1	T
914.5	Third Party Notification Program (11/2020)	284.2	T
334.0	Contract for Installation of Gas Service Facilities—Ingress and Egress Permit (11/2020)	285	T
336.0	Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems (California) (11/2020)	286	T
	Held for Future Use	287	D/T
411.0	Landlord Agreement (11/2020)	288	T
414.0C	Summary Billing Agreement—California (11/2020)	289	T
137.0	Electronic Data Interchange Agreement (11/2020)	289.1	T
415.0	Customer Trench Requirements (11/2020)	290	T
880.0SCA	Imbalance Trading Request—Southern California (11/2020)	291*	T
880.0NCA	Imbalance Trading Request—Northern California/South Lake Tahoe (11/2020)	291.1*	T
881.0	Utility Authorization for Core Aggregation Transportation Service (11/2020)	292	T
882.0	Credit Application (11/2020)	292.1	T
902.1	Application for Additional Baseline Allowance for Qualified Medical Conditions (11/2020)	293	T
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<u>FORM NO.</u>	<u>AGREEMENTS, APPLICATIONS & CONTRACTS</u>	<u>CAL. P.U.C. SHEET NOS.</u>	
902.4	Application for California Alternate Rates for Energy (CARE) Program for Qualified Agricultural Employee Housing Facilities (11/2020)	295	T
902.6	Application for California Alternate Rates for Energy (CARE) Program (New and Recertification) (10/2020)	296	T
902.15	Customer Declaration of Eligibility for Baseline Rates (California) (11/2020)	297	T
902.16	CARE Program Application for Tenants of Submetered Residential Facilities (New and Recertification) (10/2020)	298	T
	Held for Future Use	299	
912.0	California Micro-Business Declaration (11/2020)	300	T
913.1	Mobilehome Park Utility Conversion Program Application (11/2020)	300.1	T
913.2	Mobilehome Park Utility Conversion Program Agreement (11/2020)	300.2	T
913.9	Certification of Health and/or Disability Condition (11/2020)	301	T
923.0	Automatic Payment Plan Application and Agreement (09/2020)	302	T
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<u>BILLS AND INVOICES</u>			
860.4	Invoice/Statement (04/1991)	305	
925.0	Remittance Return (03/2010)	306	
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SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 280
Original Cal. P.U.C. Sheet No. 280

GAS MAIN EXTENSION AGREEMENT (CALIFORNIA) (FORM 130.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION
GAS MAIN EXTENSION AGREEMENT (CALIFORNIA)

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

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

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

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

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

2. Service Location; Sketch of Requested Extension.

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

3. Utilization of Gas Service.

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

3.2 Southwest Trench Applicant Trench Gas-only Trench Joint Trench

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

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

4. Southwest’s Total Installed Cost.

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

5. Non-refundable Discount Option.

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

6. Applicant Design Option.

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

7. Applicant Installation Option.

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

8. Payment of Advance.

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

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

9. Postponement.

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

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

10. Refund.

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

11. Payment Adjustment; Unsupported Extension Cost.

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

12. Ownership; Easements.

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

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

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

13. California Law; Regulatory Jurisdiction.

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

14. Acknowledgment of Receipt of Copy of Agreement.

Applicant hereby acknowledges receipt of a copy of this Agreement.

15. Additional Terms and Conditions.

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

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

Applicant

Southwest Gas Corporation

By (please print) _____

By (please print) _____

Title _____

Title _____

Signature _____

Signature _____

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

(See Attached Form)



SERVICE AND/OR METER RELOCATION AGREEMENT (California)

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

2. PROPOSED SERVICE ADDRESSES OR LOCATIONS

3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES

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

4. DESCRIPTION OF REQUESTED SERVICE

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

5. AGREEMENT CONDITIONS

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

6. ESTIMATED COSTS

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

7. PAYMENT TERMS

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

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

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

8. ESTIMATED DATES OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

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

9. COPY OF AGREEMENT

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

10. OWNERSHIP AND EASEMENTS

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

11. REGULATORY CHANGES

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

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

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

CUSTOMER

SOUTHWEST GAS CORPORATION

Please print name

Customer signature & date signed

Please print name

Southwest representative signature & date signed

Title _____

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

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION
SERVICE AGREEMENT (CALIFORNIA)

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICANT	SOUTHWEST GAS CORPORATION
By _____	_____
Title _____	_____

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

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 284
Original Cal. P.U.C. Sheet No. 284

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



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

Project Name: _____

Project Location: _____

Work Order Numbers: _____

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

Applicant-Installed Costs

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

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

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

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

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

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

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

Section I. Applicant's Refundable Installation Cost:

\$ _____

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

Dated _____ at _____, California.

Print Applicant Name _____

Signed _____

Title _____

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

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

Dated _____ at _____, California.

Print Applicant Name _____

Signed _____

Title _____

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



FACILITY RELOCATION AGREEMENT (Arizona/California/Nevada)

1. AGREEMENT

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

2. PROPOSED SERVICE ADDRESSES OR LOCATIONS

3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES

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

4. DESCRIPTION OF REQUESTED RELOCATION WORK

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

5. AGREEMENT CONDITIONS

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

6. ESTIMATED COSTS

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

7. PAYMENT TERMS

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

8. ESTIMATED DATES OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

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

9. COPY OF AGREEMENT

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

10. OWNERSHIP AND EASEMENTS

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

11. REGULATORY CHANGES

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

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

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

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

REQUESTER

SOUTHWEST GAS CORPORATION

Please print name

Please print name

Requester signature and date signed

Southwest representative signature and date signed

Title _____

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

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



THIRD PARTY NOTIFICATION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

Customer Information

Third Party Information

Name (please print)

Name of Third Party to be notified (please print)

Service Address

Mailing Address (if different from service address)

Mailing Address (if different from service address)

City, State, ZIP

Contact Phone

City, State, ZIP

Contact Phone

Third Party Signature

Date Signed

Account Number from Bill

Customer Signature

Date Signed

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



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

OFFICE USE ONLY	
Mtr. _____	Footage _____
Work Request _____	

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

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

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

Notes: _____

Contract Conditions:

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

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> I have elected to have Southwest perform the installation. I hereby authorize the installation of natural gas pipeline facilities and agree to pay any cost of installation in excess of the allowable investment of Southwest as defined in its filed rules and regulations. | <input type="checkbox"/> I have elected to have Southwest design the installation |
| <input type="checkbox"/> I have elected the applicant installation option. | <input type="checkbox"/> I have elected the applicant design option. |

<p>APPLICANT</p> <p>_____ (Signature) _____ (Date Signed)</p> <p>_____ <input type="checkbox"/> Owner or Authorized Agent <input type="checkbox"/> Builder (Print Name)</p>	<p>SOUTHWEST GAS CORPORATION</p> <p>_____ (Signature) _____ (Date Signed)</p> <p>_____ (Title)</p>
--	---

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION

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

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

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

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

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

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

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

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

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

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

1. SYSTEM LOCATION

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

Address: _____

Legal Description: _____

(Hereinafter referred to as “Project”)

2. LIENS AND ENCUMBRANCES

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

3. RESPONSIBILITIES FOR EQUIPMENT INSTALLATION AND TRANSFER

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

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

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

4. GENERAL ACCESS

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

5. RIGHTS-OF-WAY

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

6. OWNERSHIP OF SYSTEM

- 6.1 Upon completion of construction work and installation of any new Facilities, if any, receipt of inspection approval from Utility and authorities having jurisdiction for the inspections, and completion of all financial transactions between Utility and Transferor, Utility shall own, operate, and maintain the System. At such time, title to the System and each and every component part thereof shall immediately pass from Transferor to Utility free and clear of all liens and encumbrances.
- 6.2 The System will include all Facilities, existing and new, listed in Appendix I. Except as noted in Appendix I, all existing records for the installation, operation, and maintenance of the Facilities listed in Appendix I will be transferred from Transferor to Utility, along with all customer records and information, plus any deposits or other fees held for Utility service including any accrued interest.

7. CONTRIBUTIONS, ADVANCES, AND ALLOWANCES

- 7.1 **VALUE OF SYSTEM.** Utility, in its sole judgment, shall determine the value of the System, including usable Facilities, and Transferor shall contribute such value to Utility, as specified in Public Utilities Code Section 2793(b)(1). The value of the System is described in Appendix II.
- 7.2. **INCOME TAX COMPONENT CONTRIBUTION (ITCC).** All contributions and advances by Transferor are taxable and shall include ITCC at the rate provided in the Preliminary Statement of Utility's California Public Utilities Commission-approved tariff schedules, unless otherwise exempted by the Internal Revenue Service.

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

8. CONTRIBUTION ADJUSTMENTS

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

9. EXCESS FACILITIES

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

10. WARRANTY

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

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

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

11. HAZARDOUS SUBSTANCES

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

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

12. PERMITS AND LICENSES

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

13. AD VALOREM TAXES

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

14. THIRD PARTY CONSENTS

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

15. CONDITION OF SYSTEM

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

16. LITIGATION, PROCEEDINGS, AND CLAIMS

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

17. GOVERNMENTAL COMPLIANCE

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

18. ASSIGNMENT OF AGREEMENT

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

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

19. AGREEMENT TERMINATION

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

20. INDEMNIFICATION

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

21. JOINT AND SEVERAL LIABILITY

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

22. NOTICES

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

TRANSFEROR:

UTILITY:

(entity)

(name)

(title)

(address)

(city, state, ZIP code)

(entity)

(name)

(title)

(address)

(city, state, ZIP code)

23. ADDITIONAL TERMS AND CONDITIONS

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

24. NOTICE AT COLLECTION

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

25. COMMISSION JURISDICTION

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

26. INCORPORATION BY REFERENCE

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

27. SURVIVAL

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

28. SIGNATURE CLAUSE

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

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

UTILITY:

(Name of Utility)

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

FAX:

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

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

Transferor(s) is/are a:

- corporation
- general partnership
- limited partnership
- limited liability company
- sole proprietor

TRANSFEROR:

(Name of Entity)

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

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

FAX:

ADDITIONAL SIGNATURES FOR JOINT TRANSFERORS:

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

Telephone: _____

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

Telephone: _____

UTILITY ACCEPTS THE SYSTEM THIS _____ DAY OF _____ , _____

UTILITY: _____
(Name of Utility)

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

DATE EXECUTED: _____

<p>FOR UTILITY USE ONLY:</p> <p>Date ownership of system is transferred to Utility: _____</p> <p>Work Order Number _____</p> <p>Associated Work Order Numbers _____</p>
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APPENDIX I
DESCRIPTION OF SYSTEM

APPENDIX II
COST ARRANGEMENTS

APPENDIX III
ADDITIONAL TERMS AND CONDITIONS

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

Canceling 1st Revised Cal. P.U.C. Sheet No. 287
Original Cal. P.U.C. Sheet No. 287

HELD FOR FUTURE USE

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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

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LANDLORD AGREEMENT (FORM 411.0 11/2020)

(See Attached Form)



Complete all information on this Agreement to expedite processing.

Please print or type

Owner Information

Name _____ Phone Number (____) _____

Email Address _____

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

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

Email Address _____

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

Billing Information

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

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

Property Management Information (if applicable)

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

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

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

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

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

Credit Established Account Number _____ or enclose Letter of Credit¹

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

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

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

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

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

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

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

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

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

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

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

1.5 **State Commissions**

1.5.1 **ACC** - Arizona Corporation Commission.

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

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

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

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

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

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

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

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

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

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

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

Company Name _____

Attention: _____

Address _____

City _____ State _____ ZIP Code _____

14. **Execution**

Company Name _____

D.B.A. _____

Authorized Agent, Officer or Owner _____
(print name)

Signature _____

Title _____

Date Signed _____

Telephone Number () _____

SOUTHWEST GAS CORPORATION

Accepted By _____
(print name)

Date Signed _____

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

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

ELECTRONIC DATA INTERCHANGE AGREEMENT
(FORM 137.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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

SOUTHWEST GAS CORPORATION
ELECTRONIC DATA INTERCHANGE AGREEMENT
(Customer)

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

RECITALS

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

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

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

Section 1. DEFINITIONS

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

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

Section 2. PREREQUISITES

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

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

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

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

Section 3. AGREEMENT AND AUTHORIZATION

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

Section 4. RECEIPT, ACKNOWLEDGEMENT, VERIFICATION

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

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

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

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

Section 5. SYSTEM OPERATIONS

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

Section 6. SECURITY PROCEDURES

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

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

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

Section 7. THIRD-PARTY SERVICE PROVIDERS

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

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

Section 8. TRANSACTION TERMS

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

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

Section 9. VALIDITY, ENFORCEABILITY

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

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

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

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

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

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

Section 10. CONFIDENTIALITY

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

Section 11. LIABILITY

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

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

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

Section 12. SUSPENSION AND TERMINATION

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

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

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

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

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

Section 13 **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

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

Customer:

Attention: _____

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

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

(Remainder of page intentionally left blank)

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

“CUSTOMER”

“SOUTHWEST GAS”

SOUTHWEST GAS CORPORATION, a
California corporation

(Customer)

(Customer)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

EXHIBIT A

SPECIFICATIONS AND REQUIREMENTS

1. STANDARDS

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

2. GUIDELINES

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

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

3. DOCUMENTS

Documents shall include the following transaction(s):

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

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

4. SECURITY PROCEDURES

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

(If not applicable, insert “NONE”)

5. EXISTING AGREEMENTS

(If not applicable, insert “NONE”)

6. CONFIDENTIAL INFORMATION

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

7. TERMS AND CONDITIONS FOR TESTING PERIOD.

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

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

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

EXHIBIT B

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

I. SOUTHWEST GAS

A. DESIGNATION OF THIRD PARTY SERVICE PROVIDER:

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

NONE

B. TECHNICAL CONTACT:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

II. CUSTOMER

A. DESIGNATION OF THIRD PARTY SERVICE PROVIDER:

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

Name: _____
Address: _____

Telephone No.: _____
Email: _____

B. TECHNICAL CONTACT:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

III. PROVIDER DESIGNATION, AUTHORIZATION AND AGREEMENT

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

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

“CUSTOMER”

“PROVIDER”

(Customer)

(Provider)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

Acknowledged By:

“SOUTHWEST GAS”
SOUTHWEST GAS CORPORATION, a California corporation

(Signature)

(Print Name)

(Title)

(Date)

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

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

CUSTOMER TRENCH REQUIREMENTS (FORM 415.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



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

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

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

(See Attached Form)



IMBALANCE TRADING REQUEST- SOUTHERN CALIFORNIA

Customer Name _____

Agent Name _____

Email Address _____

Telephone Number _____

Imbalance Month / Year _____

Imbalance Quantity to be Traded _____

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

Seller CSA: _____

Buyer CSA: _____

- SoCalGas Customer
- Core Storage Account
- Southwest Gas Customer

- SoCalGas Customer
- Core Storage Account
- Southwest Gas Customer

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

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

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

Please email this form to Southwest Gas at:

SWG.GasDispatch@swgas.com

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

Form Submitted by _____
Customer / Agent

Signature _____ Date Signed _____

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

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

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

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

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



IMBALANCE TRADING REQUEST-NORTHERN CALIFORNIA / SOUTH LAKE TAHOE

Seller

Buyer

Customer Contract Number (CSA)

Customer Contract Number (CSA)

Contact / Agent Name

Contact / Agent Name

Contact Telephone Number

Contact Telephone Number

Email Address

Email Address

Imbalance Quantity (Therms)

Imbalance Quantity (Therms)

Imbalance Month

Imbalance Month

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

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

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

Please email this form to Southwest Gas at:

SWG.GasDispatch@swgas.com

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

Seller

Buyer

Customer or Agent Signature

Customer or Agent Signature

Printed Name

Printed Name

Customer or Agent Title

Customer or Agent Title

Company Name

Company Name

Date

Date

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

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

(See Attached Form)



UTILITY AUTHORIZATION FOR CORE AGGREGATION TRANSPORTATION SERVICE

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

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

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

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

Check one:

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

Please type or print clearly:

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

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

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

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

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

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

ACCOUNTS SUMMARY

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

(Please type or print clearly)

Gas Account Number
From Current Utility Bill

Service Address of Account Number
(Not necessarily billing address)

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

Agreed and Accepted:

Customer (initials)

Company Contact for Core Aggregation Transportation:

Southwest Gas Corporation

Industrial Gas Engineer

P.O. Box 98510

Las Vegas, NV 89193

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

(775) 887-2722 (Northern California)

(702) 365-5904 (Fax)

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

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

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

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

CREDIT APPLICATION (FORM 882.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



CREDIT APPLICATION

General Information

Legal Company Name _____

Doing Business As (DBA) _____

Street Address _____

City _____

State _____

ZIP Code _____

Federal Tax ID _____

State Tax ID _____

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

Year Incorporated or Established _____

Company Website _____

Corporate Affiliations

Ultimate Parent _____

Immediate Parent _____

Subsidiary(ies) _____

Affiliate(s) _____

Primary Contacts

Credit Department Contact

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

Gas Trader Contact

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

Other

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

Estimated Volumes of Service Requested per Month _____

Representations

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

Please explain any 'Yes' answers:

Company References

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

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

Please provide the following information with this application:

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

General Certification

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

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

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

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

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

Official Signature _____

(Must be signed by an officer of the Applicant)

Printed Name

Title

Dated

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

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

Canceling 4th Revised Cal. P.U.C. Sheet No. 293
3rd Revised Cal. P.U.C. Sheet No. 293

APPLICATION FOR ADDITIONAL BASELINE ALLOWANCE
FOR QUALIFIED MEDICAL CONDITIONS (FORM 902.1 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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

APPLICATION FOR ADDITIONAL BASELINE ALLOWANCE FOR QUALIFIED MEDICAL CONDITIONS

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

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

Customer Information:

Name _____

Service Address _____

*Street**City**State**ZIP Code*

Mailing Address _____

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

Telephone No. () _____ Account Number _____

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

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

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

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

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

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

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

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

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

Customer Signature _____ Date Signed _____

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

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

Name of Physician _____ Telephone No. _____

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

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

Physician Signature _____ Date Signed _____

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

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

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

For Company Use Only: Date Received _____ Date Processed _____

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

(See Attached Form)



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

Discount

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

Instructions

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

Eligibility Criteria

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

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

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

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

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

For Homeless Shelters

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

Individual Eligibility Guidelines

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

Exclusions

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

Certification Requirements

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

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

- Other non-licensed or non-permitted facilities must provide adequate proof satisfactory to Southwest Gas that its residents meet the income eligibility requirements, and that its services are being provided to benefit income eligible residents.
- Except for homeless shelters, the facility must provide proof of every resident's eligibility by completing a CARE application form (properly authorized by the resident). Individual documentation of income may be waived for those seeking lodging at homeless shelters.
- At the time of each certification, all participating facilities, including homeless shelters, are required to demonstrate to Southwest Gas that they have passed on the discount for the benefit of the income eligible residents. Reasonable certification shall include a statement of the dollar amount of the annual discount and an explanation of how those funds were spent for the benefit of the income eligible residents.

About the Discount

PU Code Section 739 extends CARE program benefits to nonprofit group living facilities that provide a service, such as meals or rehabilitation, in addition to lodging, for the direct benefit of income eligible residents. This discount is required by state law and is under the direction of the California Public Utilities Commission (CPUC).

Note: Facilities receiving the discount are subject to verification by Southwest Gas. Facilities receiving the discount inappropriately will be re-billed at the correct rate.

For additional information, please call:

Customer Assistance (877) 860-6020

Hearing Impaired 711

Or visit our website at: www.swgas.com/caassist

Application

Name on Southwest Gas Bill		Account Number		
Service Address		City	State	ZIP Code
Mailing Address		City	State	ZIP Code
Name of Corporation/Facility		IRS Nonprofit Tax ID # Attach copy of IRS Code Section 501(c)(3) Letter of Tax-Exempt Nonprofit Status		
Name on State Business License (Attach copy of License) or Conditional Use Permit		Type of License	Expiration Date	
Name on any other current license or Conditional Use Permit for the Corporation/Facility		Total Number of Residents of Facility	Total Number of Residents who meet Eligibility Guidelines as stated above	
Is the facility operating as a satellite of a licensed, "mothership" facility? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, provide name of "mothership" facility and attach a copy of current "mothership" license.			Name on Southwest Gas Bill	
Address of satellite facility(ies)				
State primary purpose of the facility and the services offered: _____				
Is at least 70% of the facility's energy used for residential purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Does the facility receive any funding from a governmental agency? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, please explain type of funding and which governmental agency provides the funding _____				
<p>As an authorized representative of the facility, I certify, under penalty and perjury, under the laws of the State of California, that the above information is true and accurate. I am authorized by this facility to sign this application and have verified the eligibility of the residents. I further certify that the discount shall be used for the direct benefit, such as improved quality of care or improved food service, of the residents of the facility. I am responsible for the annual renewal of this facility's license from the appropriate licensing agency. I also understand that Southwest Gas may request additional proof of eligibility and verification.</p>				
_____ Authorized Representative Name (please print)	_____ Authorized Representative Signature	_____ Date Signed	_____ Telephone Number ()	

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

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

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

Canceling _____ 5th Revised Cal. P.U.C. Sheet No. 295
_____ 4th Revised Cal. P.U.C. Sheet No. 295

APPLICATION FOR CALIFORNIA ALTERNATE RATES
FOR ENERGY (CARE) PROGRAM FOR QUALIFIED
AGRICULTURAL EMPLOYEE HOUSING FACILITIES (FORM 902.4 - 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



**APPLICATION FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE)
PROGRAM FOR QUALIFIED AGRICULTURAL EMPLOYEE HOUSING FACILITIES**

Discount

The CARE program provides a 20% discount on the monthly gas bill for facilities that meet program criteria. The discount and eligibility criteria were established by the California Public Utilities Commission (CPUC). The discounted rates, upon formal approval by the CPUC, are available to qualified facilities. The facility will receive the discount after Southwest Gas receives and approves the application.

Instructions

1. **Read all** information and instructions before you complete this application.
2. **Determine** if the facility meets the definition of qualified agricultural employee housing. The facility must meet ALL criteria to qualify for the 20% discount from the CARE Program.
3. **Complete** the entire application (please print or type). Complete a separate application for each qualified facility.
4. **Attach** all required documents. (Application is not considered complete without documents.)
5. **Mail to:**
ATTN: CARE
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

If you have questions, please contact your local office listed below.

Si tiene preguntas, por favor llame a la oficina de la lista a continuación.

Eligibility Criteria for Applicant

Each applicant **MUST** meet all of the following criteria:

- Applicant must be the Southwest Gas customer of record.
- Applicant must verify that 100% of the residents/households of Employee Housing or Housing for Agricultural Employees meet the CARE income eligibility guidelines, excluding any employee operating or managing the facility who resides at the facility. (See enclosed application for current CARE income eligibility guidelines.) Pursuant to Assembly Bill 868, all nonprofit Migrant Farmworker Housing Centers are deemed eligible for the CARE program discount.

Eligible Facilities

Migrant Farmworker Housing Centers provided pursuant to Section 50710 of the Health and Safety Code:

- Supporting documentation required:
 - Provide a copy of the current contract with the office of Migrant Services, Department of Housing and Community Development. (This documentation states the center is currently authorized to provide housing.)
- Total energy used:
 - Master-metered facilities must be 70% residential use.
 - Individually sub-metered units must be 100% residential use.

Employee Housing (privately owned), as defined in Section 17008 of the Health and Safety Code, that is licensed and inspected by state/local agencies pursuant to Part I (commencing with Section 17000) of Division 13.

- Supporting documentation required:
 - Provide a copy of the current permit issued by the State Department of Housing and Community Development.

- Total energy used must be 100% residential.

Housing for Agricultural Employees (operated by nonprofit entities), as defined in Subdivision (b) of Section 1140.4 of the Labor Code, that has an exemption from local property taxes pursuant to Subdivision (g) of Section 214 of the Revenue and Taxation Code.

- Supporting documentation required:
 - Provide current copy of Federal 501 (c)(3) tax exemption or copy of state tax exemption form, and current copy of local property tax exemption form.
- Total energy used:
 - Master-metered facilities must be 70% residential use.
 - Individually sub-metered units must be 100% residential use.

Applicant’s Responsibilities

The applicant is required to:

- Provide proof of the facility's eligibility (see Eligible Facilities) and submit required documentation with the application (see requirements on the application).
- Verify that all households and individuals residing in the facility meet the CARE income eligibility guidelines (see Eligibility Criteria for Applicant section) and make a certification to that effect, under the penalty of perjury, under the laws of the state of California.
- At recertification, describe: 1) how the discount was previously used for the direct benefit of the residents, and 2) how the discount will be used for the next two years for the direct benefit of the residents.
- Maintain records of residents' income eligibility, which should come from Federal tax returns, payroll stubs, or similar records acceptable to the utility. These records

must be retained for three (3) years from the date of initial application and for recertification.

- Maintain accounting entries and supporting documentation of how the discount was used for the direct benefit of the residents. These records must be retained for three (3) years from the date of initial application and for recertification.
- Upon request from Southwest Gas, provide documentation of the resident's income eligibility and documentation of how the discount was used for the direct benefit of the residents.
- Provide all information requested by Southwest Gas. Failure to do so will result in denial or removal from the program. The applicant may be subject to rebilling for the period they were ineligible for the discount as determined by Southwest Gas.

For additional information contact the Southwest Gas office listed below, Monday through Friday, 7 a.m. to 6 p.m. PST (excluding holidays):

Customer Assistance **(877) 860-6020**

Hearing Impaired **711**

Or visit our website at: swgas.com/caassist

Applicant Information – please print

Name on Southwest Gas bill	Account number for this facility		
Name of facility (if different than name on Southwest Gas bill)	Facility contact (who to contact if Southwest Gas needs more information)		
Daytime phone ()	Fax ()		
Service address	City	State	ZIP Code
Mailing address	City	State	ZIP Code

Type of Facility (check **one** only)

Please complete a **separate** application for each type of facility.

- Migrant Farmworker Housing Centers** provided pursuant to Section 50710 of the Health and Safety Code.
- Employee Housing (privately owned)**, as defined in Section 17008 of the Health and Safety Code, that is licensed and inspected by state and/or local agencies pursuant to Part I of Division 13.
- Housing for Agricultural Employees** (operated by nonprofit entities), as defined in Subdivision (b) of Section 1140.4 of the Labor Code, that has received exemption from local property taxes pursuant to Subdivision (g) of Section 214 of the Revenue and Taxation Code.

Declaration

By signing this application, I certify under penalty of perjury under the laws of the state of California that the information I have provided is true and accurate.

I have:

- Verified the income eligibility of all residents of the facility or households, pursuant to the Eligibility Criteria for Applicant section of this application, and have the documentation on file.
- Maintained documentation to substantiate the above.
- Verified the facility meets the residential energy usage criteria for each type of facility.

For all facilities:

- Applicant is customer of record Yes No
- Residents and/or households meet the CARE income guidelines pursuant to the Eligibility Criteria For Applicant section of this application Yes No
- I have provided information on how the discount for the coming years will be used to directly benefit the residents Yes No
- For recertification, I have provided information on how the discount was used for the direct benefit of the residents and I have documentation on file. (If initial certification, leave blank.)..... Yes No
- I understand Southwest Gas reserves the right to request documentation on the eligibility of the residents and the use of the discount Yes No
- I understand Southwest Gas has the right to rebill me at the applicable rate if appropriate..... Yes No
- I understand if the facility(ies), or the residents, become(s) ineligible to receive the discount I must notify Southwest Gas within 30 days Yes No

*Discount was used for _____ (If initial certification, leave blank.)

*Discount will be used for _____

*Use a separate sheet if necessary.

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

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

By signing this application, I give my consent that the information provided by me may be shared with other energy utility companies (limited to name and address).

Authorized Representative Name (please print or type)

Authorized Representative Title (please print or type)

Authorized Representative Signature

Date Signed

See Attachment -

For Office Use Only

Received Date

Process Date

Denied Reason

By

Attachment—for individual facilities of the same type. Use a separate sheet and attach if more than four (4) facilities.

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

Southwest Gas account number(s): _____

Service address _____

Please check:

Type of metering individually sub-metered master-metered

Energy used for residential purposes 100% at least 70%

Total number of residents (exclude on-site manager) _____

Residents/households meet income eligibility criteria pursuant to the Eligibility Criteria for Applicant section of this application:

Yes No

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

Canceling _____ 13th Revised _____ Cal. P.U.C. Sheet No. 296
_____ 12th Revised _____ Cal. P.U.C. Sheet No. 296

APPLICATION FOR CALIFORNIA ALTERNATE RATES FOR ENERGY
(CARE) PROGRAM (NEW AND RECERTIFICATION) (FORM 902.6 - 10/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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

CARE

Application for
California Alternate
Rates for Energy

Solicitud del Programa de
Tarifas Alternativas para
Energía de California



• Get a **DISCOUNT** on your gas bill
and **SAVE MONEY!**

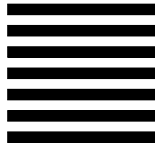
• Check inside to see if you qualify.
Enrolling is easy!

• ¡Reciba un **DESCUENTO** en su
factura de gas y **AHORRE DINERO!**

• Lea la información incluida para
saber si califica. ¡La inscripción
es fácil!



ATTN: CARE
SOUTHWEST GAS CORPORATION
PO BOX 1498
VICTORVILLE CA 92393-1498



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 478 LAS VEGAS NV

POSTAGE WILL BE PAID BY ADDRESSEE

This application may also be completed online at:

Esta solicitud también puede ser completada en línea al: swgas.com/caassist

For more information visit swgas.com or call:

Para más información visite swgas.com o llame al:

Customer Assistance (877) 860-6020

Asistencia para el cliente

Hearing Impaired 711

Para impedidos de audición

OTHER ASSISTANCE PROGRAMS AND SERVICES

Whether you own or rent your residence, the **Energy Savings Assistance Program** is a great way to increase the energy efficiency of your home. It provides income-qualified customers with money-saving improvements at no cost.

EPP Billing - Your monthly bill will be averaged out to allow you to budget your energy costs and eliminate big payment swings.

Medical Baseline - If you depend on life-support or other equipment due to medical needs, you may be eligible for additional energy at the lowest price through the Medical Baseline Program.

Low Income Home Energy Assistance Program (LIHEAP) - If you spend a high percentage of your income on energy bills, you may be eligible to receive financial assistance and weatherproofing services through this program administered by the California Department of Community Services and Development 866.675.6623.

Universal Lifeline Telephone Service (ULTS) - Get discounted telephone access when you meet similar income guidelines as the CARE Program. To learn more, contact your local phone service provider.

OTROS PROGRAMAS Y SERVICIOS ÚTILES

Independientemente de si su residencia es de su propiedad o rentada, el programa de Asistencia para Ahorro de Energía (**Energy Savings Assistance**) es una excelente manera de aumentar la eficiencia energética de su hogar. Les brinda a los clientes los requisitos por sus ingresos mejoras que permiten ahorrar dinero sin costo alguno.

Programa EPP - Se basa en el promedio de su factura mensual para que usted maneje sus costos de energía, y elimine grandes variaciones de pago.

Medical Baseline - Si debido a necesidades médicas usted depende de equipos de soporte vital o de otro tipo de equipos, usted podría ser elegible para obtener energía adicional al precio base más bajo a través del Programa Medical Baseline.

Low Income Home Energy Assistance Program (LIHEAP) - Si usted destina un alto porcentaje de su ingreso al pago de las facturas de energía, podría reunir las condiciones para recibir asistencia económica y servicios de aislamiento térmico a través de este programa administrado por el California Department of Community Services and Development 866.675.6623.

Universal Lifeline Telephone Service (ULTS) - Obtenga acceso telefónico a bajo precio cuando reúna los requisitos de ingreso similares al Programa CARE. Para más información, contacte a su compañía local de teléfonos.

California Customers

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

Cientes de California

AVISO DE RECOPIACIÓN según la Ley de Privacidad del Consumidor de California (CCPA)
Conforme a la CCPA, Southwest Gas debe notificarle sobre la información personal que recopilamos acerca de usted y por qué lo hacemos. Este aviso es solo para los clientes, usuarios y otras personas que residen en el estado de California. En la Política de privacidad según la CCPA que aparece en nuestro sitio web, <https://www.swgas.com/ccpa>, encontrará una lista de las categorías de información personal que podemos recopilar acerca de usted y las formas en que usamos dicha información.

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

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 297
Original Cal. P.U.C. Sheet No. 297

CUSTOMER DECLARATION OF ELIGIBILITY FOR
BASELINE RATES (CALIFORNIA) (FORM 902.15 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION

CUSTOMER DECLARATION OF ELIGIBILITY FOR BASELINE RATES

(California)

Customer hereby claims eligibility for baseline rates and declares that the service requested will be used for residential purposes under the provisions of Southwest Gas Corporation's (the Company) applicable rate schedules (Schedule No. G-20/GN-20/SLT-20 – Multi-Family Master-Metered Gas Service or Schedule No. GS-25/GN-25/SLT-25 – Multi-Family Master-Metered Gas Service - Submetered). The total baseline allowance will be determined by the stated number of occupied units to be billed.

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

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Customer Information:

Account Number _____

Name _____ Daytime Phone Number _____

has requested the Company to provide gas service to the customer's premises located at:

Service Address _____
Street City State ZIP Code

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

Please state the number of:

- a. occupied dwelling units, apartments, or manufactured home spaces with current natural gas service _____
- b. occupied units listed above that are submetered _____

Customer hereby grants the Company the right of access to the described premises at reasonable hours for verification of the information furnished in this declaration. Refusal of access shall be reason for disqualification of baseline rates. Customer agrees to notify the Company of any change in the number of residential dwelling units or manufactured home spaces utilizing gas service within 15 days following such change. Failure to do so may result in the loss of baseline rates. If the Company establishes that a customer is ineligible to receive baseline rates, an appropriate adjusted bill may be rendered to the customer.

Customer Signature _____ Date Signed _____

For Company Use Only: Date Received _____ Date Processed _____

Mailing Address:
ATTN CUSTOMER ASSISTANCE
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

For additional information, please call:
Customer Assistance.....(877) 860-6020
Hearing Impaired.....711
Apply online at: www.swgas.com

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

Canceling 13th Revised Cal. P.U.C. Sheet No. 298
12th Revised Cal. P.U.C. Sheet No. 298

CARE PROGRAM APPLICATION FOR TENANTS OF SUBMETERED
RESIDENTIAL FACILITIES (NEW AND RECERTIFICATION) (FORM 902.16 - 10/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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

CARE Program Application for Master-Meter Tenants

Solicitud del Programa CARE para arrendatarios con medidor maestro

Get a discount on your gas bill!

CARE provides a 20% discount on your monthly gas bill for income-qualified master-meter tenants. Qualification for the CARE Program is based on your household income and household size. Review the chart below, and if you think you may qualify, complete and return entire application.

¡Obtenga un descuento en su factura de gas!

CARE ofrece un 20% de descuento en su factura de gas natural cada mes para arrendatarios con medidor maestro. La Calificación para el programa CARE está basada en el total de ingreso y de personas que viven en su hogar. Revise la tabla a continuación y si cree que usted puede calificar, complete y envíe esta solicitud.

CARE Program Income Requirements (effective June 1, 2020 through May 31, 2021)

Requisitos de Ingreso del Programa de CARE (vigente a partir del 1º de junio de 2020 hasta el 31 de mayo de 2021)

Number of persons living in my home Número de personas que viven en mi hogar	Total combined gross annual household income (from ALL sources) Total de ingreso bruto anual combinado de TODAS las fuentes							
	1-2	3	4	5	6	7	8	
	\$34,480	\$43,440	\$52,400	\$61,360	\$70,320	\$79,280	\$88,240	
For each additional person, add \$8,960. Para cada persona adicional, añada \$8,960.								

Entire application must be completed and signed. Please print clearly.

The definition of "gross (before taxes) household income" is all money and noncash benefits available for living expenses from all sources, both taxable and nontaxable, before deductions, including expenses, for all people who live in your home.

This includes, but is not limited to, the following (please check () ALL that apply):

Debe completar toda la solicitud y firmarla. Por favor escriba claramente.

La definición de "ingreso bruto (antes de los impuestos) del ingreso total del hogar" es todo el dinero y los beneficios no monetarios disponibles para los gastos de manutención provenientes de todas las fuentes, sujeto a impuestos y exento de impuestos, antes de las deducciones, incluyendo los gastos, para todas las personas que viven en su hogar.

Esto incluye, pero no se limita, a lo siguiente (por favor marque () TODAS que apliquen):

- | | | |
|---|---|---|
| <input type="checkbox"/> Wages or profit from self-employment
Sueldos o ingreso por trabajo independiente | <input type="checkbox"/> Pensions
Pensiones | <input type="checkbox"/> Social Security/SSDI/SSI/SSP
Seguro Social/SSDI/SSI/SSP |
| <input type="checkbox"/> Disability or Workers' Compensation payments
Pagos por incapacidad o Compensación Laboral | <input type="checkbox"/> TANF | <input type="checkbox"/> Cash and/or other income
Dinero efectivo y/u otros ingresos |
| <input type="checkbox"/> Scholarships/grants/aid used for living expenses
Becas, subsidios u otra ayuda usada para gastos de manutención | <input type="checkbox"/> Unemployment benefits
Beneficios de desempleo | <input type="checkbox"/> Spousal or child support
Pensión de cónyuge o para niños |
| <input type="checkbox"/> Interest/dividends from: savings, stocks, bonds, or retirement accounts
Intereses/dividendos de: cuentas de ahorro, acciones, bonos, o jubilación | <input type="checkbox"/> Insurance or legal settlements
Acuerdo de seguros o legales | <input type="checkbox"/> Rental/Royalty income
Ingreso por renta o regalías |

**Total combined gross annual household income:
Ingreso bruto total anual de mi hogar:**

\$, . per year (por año)

**Number of persons living in my household:
Número de personas que viven en mi hogar:**

+ = Total
Adults (Adultos) + Children (Niños)

TENANT INFORMATION (INFORMACION DEL INQUILINO)

Your name (Su nombre)

Home address - include apartment or space number (Dirección de su domicilio - incluya el número del apartamento o espacio)

- -

City (Ciudad)

State (Estado)

ZIP code (Código postal)

Contact phone number (Número de teléfono)

FACILITY LANDLORD OR MANAGER INFORMATION (INFORMACION DEL ADMINISTRADOR O PROPIETARIO)

-

Facility name (Nombre de la vivienda)

Contact phone number (Número de teléfono)

Facility address (Dirección de la vivienda)

-

City (Ciudad)

State (Estado)

ZIP code (Código postal)

I certify that the information I have provided in this application is true and correct. I understand the energy bill from my landlord must be in my name. I am not claimed on another person's income tax return. I will renew my application every two years or when requested by Southwest Gas. I understand that I will receive the discount from my landlord or manager beginning with the first regular billing after Southwest Gas notifies my landlord or manager that my completed application has been processed and approved. I understand that Southwest Gas reserves the right to verify my household income and I agree to provide proof of income, if asked. I agree to inform Southwest Gas within 30 days if I no longer qualify to receive the CARE discount. I understand that if I receive the CARE discount without meeting the qualifications I may be required to pay back the CARE discount I received. I understand that Southwest Gas can share my information with other utilities or their agents to enroll me in their assistance.

Certifico que la información que he proporcionado en esta solicitud es veraz y correcta. Entiendo que la factura de energía de mi propietario debe estar a mi nombre. No se me reclama en los impuestos de ingresos de otra persona. Renovaré mi solicitud cada dos años o cuando me lo solicite Southwest Gas. Entiendo que recibiré el descuento de mi administrador o propietario empezando con la primera facturación regular después de que Southwest Gas notifique mi administrador o propietario que mi solicitud ha sido completada, procesada, y aprobada. Entiendo que Southwest Gas se reserva el derecho de verificar los ingresos de mi hogar y estoy de acuerdo en proporcionar prueba de los ingresos si me lo solicitan. Acuerdo informar a Southwest Gas dentro de 30 días si dejo de reunir los requisitos para recibir el descuento de CARE. Entiendo que si recibo el descuento del CARE sin reunir los requisitos para el mismo se me puede solicitar que pague el descuento de CARE recibido. Entiendo que Southwest Gas puede compartir mi información con otras empresas de servicios o sus agentes para inscribirme en sus programas de asistencia.

Signature Firma

Date Fecha

Please moisten and seal. Do not use tape. Do not staple.

Por favor humedezca y selle. No use cinta adhesiva. No use grapas.

Form 902.16 (10/2020) 105 Front

Internal Source Code

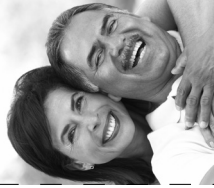


SOUTHWEST GAS
smarter > greener > better

CARE

Application for California Alternate Rates for Energy

Solicitud del Programa de Tarifas Alternativas para Energía de California



Program Application for MASTER-METER TENANTS
Solicitud del Programa para arrendatarios con medidor maestro

• Get a **DISCOUNT** on your gas bill and **SAVE MONEY!**

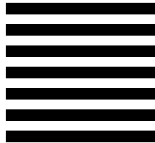
• Check inside to see if you qualify. Enrolling is easy!

• ¡Reciba un **DESCUENTO** en su factura de gas y **AHORRE DINERO!**

• Lea la información incluida para saber si califica. ¡La inscripción es fácil!



ATTN: CARE
SOUTHWEST GAS CORPORATION
PO BOX 1498
VICTORVILLE CA 92393-1498



NO POSTAGE
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UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 478 LAS VEGAS NV

POSTAGE WILL BE PAID BY ADDRESSEE



For more information visit swgas.com or call:

Para más información visite swgas.com o llame al:

Customer Assistance (877) 860-6020
Asistencia para el cliente
Hearing Impaired 711
Para impedidos de audición

Tenants: To qualify for a rate discount through your facility landlord or manager, submetered tenants must meet these qualifications:
• Submetered tenants do not receive a gas bill from Southwest Gas.
• Submetered tenants receive gas service and a gas bill from their facility landlord or manager.

Inquilinos: Para calificar para un descuento de su administrador o propietario de la vivienda, los inquilinos de las viviendas submedidas deben tener estas calificaciones:
• Inquilinos residentes en facilidades submedidas no reciben una factura de Southwest Gas.
• Inquilinos residentes en viviendas submedidas reciben servicio de gas natural y una factura de gas natural de su administrador o propietario.

Other Assistance Programs You May Qualify For:

Whether you own or rent your residence, the **Energy Savings Assistance Program** is a great way to increase the energy efficiency of your home. It provides income-qualified customers with money-saving improvements at no cost.

Low Income Home Energy Assistance Program (LIHEAP) - If you spend a high percentage of your income on energy bills, you may be eligible to receive financial assistance and weatherproofing services through this program administered by the California Department of Community Services and Development 866.675.6623.

Universal Lifeline Telephone Service (ULTS) - Get discounted telephone access when you meet similar income guidelines as the CARE Program. To learn more, contact your local phone service provider.

Otros Servicios Para Los Que Podría Calificar:

Independientemente de si su residencia es de su propiedad o rentada, el programa de Asistencia para Ahorro de Energía (**Energy Savings Assistance**) es una excelente manera de aumentar la eficiencia energética de su hogar. Les brinda a los clientes que reúnen los requisitos por sus ingresos mejoras que permiten ahorrar dinero sin costo alguno.

Low Income Home Energy Assistance Program (LIHEAP) - Si usted destina un alto porcentaje de su ingreso al pago de las facturas de energía, podría reunir las condiciones para recibir asistencia económica y servicios de aislamiento térmico a través de este programa administrado por el California Department of Community Services and Development 866.675.6623.

Universal Lifeline Telephone Service (ULTS) - Obtenga acceso telefónico a bajo precio cuando reúna los requisitos

California Customers

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Clients de California

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

Canceling _____ 1st Revised Cal. P.U.C. Sheet No. 300
Original Cal. P.U.C. Sheet No. 300

CALIFORNIA MICRO-BUSINESS DECLARATION (FORM 912.0 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION

CALIFORNIA MICRO-BUSINESS DECLARATION

I, _____ certify and declare under penalty of perjury in the State of California
(Print Name)
that I am an owner of _____ (“Business”), which receives natural gas service
(Name of Business)
from Southwest Gas Corporation at _____
(Address of Service Location)*

I further certify and declare that the Business is duly certified to transact business in the State of California, and that the Business qualifies as a “micro-business” pursuant to California Government Code §14837.

I understand that the above information will be relied upon by Southwest Gas to classify the Business as a Small Business Customer under its California Tariff, and that an owner of the Business is responsible for notifying Southwest Gas if any of the above information changes. I further understand that if Southwest Gas determines any of the information provided in this Declaration to be inaccurate, the Business may be required to pay Southwest Gas any amounts that would have been charged had the Business not been classified as a Small Business Customer.

Signature

Date Signed

Printed Name

Billing Address, Line 1

Billing Address, Line 2

* The Business owner must complete a separate Form 912.0 California Micro-Business Declaration for each service location.

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

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Please return this completed form for processing to:

Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393
Fax 1-866-997-9427

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

Canceling _____ 2nd 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 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective _____
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.

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MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

This Application will be accepted by each of the Utilities listed. Please complete the Application in its entirety, attach all requested documentation, and mail a copy to each of the Utilities that you identified above as providing electric and/or gas service to your MHP. Utility addresses are listed below:



Bear Valley Electric Service
42020 Garstin Drive
P.O. Box 1547
Big Bear Lake, CA 92315



Pacific Power
300 S. Main
Yreka, CA 96097



Southern California Gas Company
MHP Program, SC720J 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
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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: _____

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4. Current Utility Services for the MHP's Master-Meter System(s)

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

Type of Service: Electric Overhead Service Electric Underground Service
 Other: _____

Does the MHP purchase electricity through a third party (e.g., Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

No Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

Current Electric Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

Type of Service: No Gas Service available at MHP (Electric only)
 Natural Gas System
 Propane System (Centralized tank with MHP distribution system)
 Propane System (at each MH-Space)
 Other: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

No Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

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<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

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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"*

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

7. Additional Documentation

The MHP Owner/Operator should use its best effort to provide one (1) copy of the following documents along with this Application to each of the Utilities that have been identified on page 1 of this Application as providing electric and/or gas service to your MHP. Please include these documents with your submission of this Application under Attachment A.

- 7.1. List of Residents & Registered Homeowners: A complete list of current registered owners and current residents for each mobilehome/manufactured housing unit on a lot within the MHP, including name, address or space number, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered homeowner contact information cannot be provided when the MHP Owner/Operator submits this Application, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach activities for the MHP residents. If a complete list of resident and registered homeowner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.
- 7.2. Service Documents: Detailed substructure engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).
- 7.3. Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
- 7.4. Additional Infrastructure: Detailed engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the MHP, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
- 7.5. Site Plan: Detailed drawing of the MHP showing roads, sidewalks, driveways, MHP Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
- 7.6. Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.
- 7.7. The Utility may request additional documentation if more information is needed for the planning, engineering, planning, and construction phases of the conversion.

MOBILEHOME PARK **UTILITY CONVERSION PROGRAM APPLICATION**

8. Planning, Engineering and Construction

The Utility shall be allowed to conduct a pre-engineering review and site verification of existing facilities at the MHP.

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will contain a preliminary design and construction plan developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and its selected Contractor, to develop an appropriate and complete cost estimate of "Beyond-The-Meter" work by outlining roles and responsibilities of the parties involved and defining the "Beyond-The-Meter" work that will be eligible for reimbursement by the Utility under the MHP Program.

9. Application Deadline

The MHP has been pre-selected to receive this MHP Application. The MHP Owner/Operator has forty-five (45) calendar days from the issuance date of this Application, to complete and return the Application, along with all required documentation, to the Utility or Utilities that provide electric and/or gas service to the MHP. If the MHP Owner/Operator fails to provide this Application and the required documentation within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs. Pre-selection, and/or submittal of Application does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct utility service from the Utility.

10. Next Steps

Upon the Utility's review and acceptance of this Application, and the accompanying documentation supplied by the MHP Owner/Operator, the Utility will initiate the planning and engineering of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s) and provide this information to the MHP Owner/Operator. The MHP Owner/Operator will then have forty-five (45) calendar days to provide the Utility with the name and qualifications of the Contractor selected to perform the "Beyond-The-Meter" work at the MHP and the estimated cost for such work, in addition to any other documents requested by the Utility. If the MHP Owner/Operator fails to provide the name of the Contractor, agreed to qualifications and the reasonable costs selected to perform the "Beyond-the-Meter" work within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs.

THE UTILITY MUST AGREE TO THE QUALIFICATIONS AND COSTS OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

MOBILEHOME PARK **UTILITY CONVERSION PROGRAM APPLICATION**

After the new distribution system has been preliminarily planned and engineered and designed, and the Utility has agreed with the name of the Contractor and the estimated cost for the "Beyond-The-Meter" work, the Utility will prepare the MHP Agreement for signatures.

If requested by the Utility or the MHP Owner/Operator, a post engineering meeting can be requested prior to the signing of the MHP Agreement to resolve any outstanding issues and concerns. The Commission requires the Utility and the MHP Owner/Operator to consult and coordinate to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

After the MHP Agreement is fully executed, permits can be requested, and construction can begin.

11. Cancellation of MHP Application

Either the Utility or the MHP Owner/Operator may, at its option, cancel this Application upon 30 days written notice to the other party or parties.

The Utility may cancel this Application for, but not limited to, the following situations: (1) the failure, refusal or inability of the MHP Owner/Operator to perform specified activities and responsibilities set forth in this Application in a timely manner, after receiving notice from the Utility and an opportunity to cure; (2) failure or inability of the MHP Owner/Operator to supply the name, agreed to qualifications and reasonable costs of the Contractor who will perform all of the "Beyond-The-Meter" work at the MHP and the estimate cost for such work, within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) the MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

If the MHP Owner/Operator cancels this Application or chooses not to proceed with the MHP Program after the signing of this Application, the MHP Owner/Operator agrees to reimburse the Utility for all work and costs incurred prior to the cancellation. Such costs may include planning and engineering costs, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which the Utility allocates to such work. In no event shall the Utility be liable for lost or anticipated profits or costs to plan and design the "Beyond-The-Meter" facilities, costs associated to securing a Contractor for the project, or any other costs that did not result in the completion of the service conversion at the MHP.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person⁴, or an authorized representative of the entity, that is legally responsible for the MHP, and that the information provided is true and correct to the best of my knowledge. I certify that the MHP Owner/Operator is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park

Signature

Name of Owner/Operator

Type/Print Name

Date

Title

⁴ If multiple signatures are required, please copy this certification page as needed and include with your Application.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator should use its best effort to provide copies of the following documents along with its Application, if applicable. Please use the check boxes to indicate if the documents are being provided or not available and attach the documents to Attachment A.

Not Available Being Provided

Documents

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>List of Registered Homeowners and Residents:</u> A complete list of current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Service Documents:</u> Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Single Line Diagram:</u> For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Additional Infrastructure:</u> Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Site Plan:</u> Detailed scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Tract Map:</u> Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.</p>
--------------------------	--------------------------	--

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

3. Electric Common Use Area Services:

Please provide the electric load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____	Phase: _____	Main Size: _____
<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)	
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)	
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)	
<input type="checkbox"/> Others _____		(_____ KW)

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____	Phase: _____	Main Size: _____
<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)	
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)	
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)	
<input type="checkbox"/> Others _____		(_____ KW)

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____	Phase: _____	Main Size: _____
<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)	
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)	
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)	
<input type="checkbox"/> Others _____		(_____ KW)

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____	Phase: _____	Main Size: _____
<input type="checkbox"/> Lift Station (_____ HP)	<input type="checkbox"/> MHP Office (_____ KW)	
<input type="checkbox"/> Street Lights (_____ KW)	<input type="checkbox"/> Swimming Pool (_____ KW)	
<input type="checkbox"/> Club House (_____ KW)	<input type="checkbox"/> Area Lighting (_____ KW)	
<input type="checkbox"/> Sprinkler/Irrigation Controls (must be metered)	<input type="checkbox"/> Park Site (_____ KW)	
<input type="checkbox"/> Others _____		(_____ KW)

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

4. Streetlight Lamp Type

If Street Lighting to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule, please provide the information for each lamp type (check one lamp type)

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____

<input type="checkbox"/> High Pressure Sodium Vapor	<input type="checkbox"/> Low Pressure Sodium Vapor
<input type="checkbox"/> Mercury Vapor	<input type="checkbox"/> Metal Halide
<input type="checkbox"/> Incandescent	<input type="checkbox"/> LED
<input type="checkbox"/> Other _____	

Watts per lamp: _____ Number of lamps/fixtures: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

Please provide the natural gas load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Provide additional sheet as necessary

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|---|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (____psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

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

Canceling _____ 4th 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 11/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

Date Filed November 10, 2020
Effective _____
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).

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- 1.5 The MHP Owner/Operator must provide the following documents with the MHP Agreement: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the effective date of this Agreement; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.6 This Agreement conforms to D.20-04-004 and has been filed and approved by the CPUC for use between Southwest Gas and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This Agreement at all times shall be subject to such modifications as the CPUC may direct in the exercise of its jurisdiction.

2. Representations

- 2.1. Each Party agrees to the terms of the MHP Program as stated in this Agreement, the MHP Application and Rule No. 23, all of which may be amended from time to time, subject to CPUC approval.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for that Party in the execution of this Agreement.
- 2.3. Each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards in accordance with the requirements of this Agreement.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) calendar days to sign and submit the Agreement to Southwest Gas.
- 3.2. If requested by either Party, a post engineering meeting can be conducted prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the "Beyond the Meter" Contractor's (Contractor) bid to perform the "Beyond the Meter" work. Southwest Gas and the CPUC encourage consultation and coordination between Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. Southwest Gas may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs.

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3.3. Agreements and documents shall be mailed to:

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

4. Contractor selected by the MHP Owner/Operator to Perform “Beyond the Meter” Work

- 4.1 The MHP Owner/Operator shall select a qualified licensed Contractor to perform the “Beyond the Meter” work at the MHP, and shall consult and coordinate with Southwest Gas on such selection. The MHP Owner/Operator will provide information about the selected Contractor on Attachment B to this Agreement.
- 4.2 If Southwest Gas and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform “Beyond the Meter” work, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3 The Contractor shall be selected based on the “most cost-effective option”. Southwest Gas reserves the right to require that the MHP Owner/Operator submit multiple contractor bids for “Beyond the Meter” work, and to review the reasonableness of the bids for “Beyond the Meter” work that are received by the MHP Owner/Operator. Southwest Gas and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4 The MHP Owner/Operator understands and agrees that neither Southwest Gas’ consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by Southwest Gas of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that Southwest Gas makes no guarantee or warranty, either expressed or implied, with respect to the Contractor’s work. The MHP Owner/Operator understands and agrees that Southwest Gas will not be liable for any claims related to “Beyond the Meter” facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless Southwest Gas and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing mobilehome residency and compliance with the MHP’s own rules and regulations.

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5.2. Easements

- 5.2.1. The MHP Owner/Operator shall provide, or assist Southwest Gas in obtaining, all rights-of-ways and/or easements on the MHP property that are necessary for the conversion, including but not limited to those required by D.20-04-004.
- 5.2.2. Southwest Gas shall at all times have the right to enter and leave the MHP for any purpose connected with the furnishing of gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under Southwest Gas' California Gas Tariff.

5.3. Engineering and Planning – Gas Distribution System

- 5.3.1. The “Beyond the Meter” gas system shall be designed in accordance with all applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies). All required permits must be obtained, and shall be made available for inspection by Southwest Gas.
- 5.3.2. Southwest Gas will design and install a natural gas service line to deliver sufficient volume at its standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled at the discretion of Southwest Gas, and in accordance with Southwest Gas' California Gas Tariff.

5.4. Engineering and Planning – General

- 5.4.1. The MHP Owner/Operator shall ensure that any proposal prepared or received by the MHP Owner/Operator for “Beyond the Meter” work is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to Southwest Gas the physical conditions at the work site, including as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage areas and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; and the extent of established lines and levels. MHP Owner/Operator who fails to disclose potential issues during the design phase risk removal from the MHP Program by Southwest Gas.
- 5.4.2. The MHP Owner/Operator will own and be responsible for “Beyond the Meter” service facilities. Further, if Southwest Gas installs a Meter Shed to help protect its meter set assembly from potential damage due to the accumulation of snow and ice, the MHP Owner/Operator will own and be responsible for said Meter Shed.
- 5.4.3. Requests for service relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and, if such requests are approved by Southwest Gas, such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations. Southwest Gas will process

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such requests in accordance with its California Gas Tariff. Such requests for “To the Meter” services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent that they are not governed by a separate contract, costs are set forth in the Attachments to this Agreement. All costs not covered by the MHP Program must be paid in full to Southwest Gas prior to or with the submittal of this Agreement in order for the construction phase to begin.

- 5.4.3.1. The MHP Owner/Operator, or its representative, is responsible for collecting and delivering to Southwest Gas any and all fees due and owing to Southwest Gas associated with “To the Meter” service modifications referenced in Section 5.4.3.
- 5.4.3.2. “Beyond the Meter” service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), are not eligible for reimbursement under the MHP Program.
- 5.4.3.3. Southwest Gas will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. In common areas, consistent with existing requirements for the Company to safely and efficiently connect its service facilities with its natural gas main pipeline facilities, the Company will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the Company’s main pipeline facilities. The selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations. Requests for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program but are approved by Southwest Gas, will be designed in accordance with Southwest Gas’ California Gas Tariff. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment B and C of this Agreement.
- 5.4.3.4. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order and may need to be redesigned and/or re-engineered. Additional redesigning and/or re-engineering costs are not eligible for reimbursement under the MHP Program.
- 5.4.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape and temporary facilities prior to the initiation of work by Southwest Gas or the Contractor. Temporary facilities may include, but are not limited to: storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Costs for relocating or removing of such items are not eligible for reimbursements under the MHP Program.
- 5.4.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the MHP’s common areas, such as the office, clubhouse, laundry facilities, streetlights, etc., and the associated “Beyond the Meter” facilities. Utility meters will be installed to serve these facilities and the MHP Owner/Operator will be responsible for payment of Utility bills associated with such meters.

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5.5. Existing Distribution System (Legacy System)

- 5.5.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submetered system (Legacy System) and continue to provide utility service to the MHP Residents until cutover to direct Southwest Gas service. The Legacy System will, at all times, remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (including above ground facilities, i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.
- 5.5.2. Southwest Gas shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. Southwest Gas shall isolate the new and existing legacy systems. Southwest Gas shall not incur any expenses associated with the removal or retirement of the existing system under the MHP Program. Should removal of the master-metered distribution system be necessary to complete the conversion to direct utility service from Southwest Gas, such costs may, at Southwest Gas' discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

5.6. Permits

- 5.6.1. Except for the routine, ministerial construction permits to be acquired by Southwest Gas pursuant to Section 6 of this Agreement, the acquisition of all other permits will be the responsibility of the MHP Owner/Operator. This includes, but is not limited to, the following:
- Environmental and governmental agency permits.
 - Caltrans permits.
 - Railroad permits.
 - HCD and/or local City and County building permits for gas service work necessary to install new facilities including, but not limited to, gas house lines.
 - Permits for the abandonment of the Legacy System.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond the Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program. Permitting costs related to the abandonment of the Legacy System will not be reimbursable under the MHP Program and are the responsibility of the MHP Owner/Operator.

Southwest Gas may assist the MHP Owner/Operator in the preparation and submittal of all other permit applications.

The costs for construction permits for work that is not covered by the MHP Program will not be reimbursed through the MHP Program and must instead be paid by the MHP Owner/Operator.

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5.7. Environmental, Endangered Species and Cultural Resources Review

- 5.7.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of the MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. Costs associated with remediation are not eligible for reimbursement through the MHP Program. Southwest Gas shall not assume any remediation responsibility and its ratepayers shall bear no costs associated with any required remediation.
- 5.7.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall work with the appropriate experts and/or agency with jurisdictional authority to resolve these issues prior to work resuming at the MHP. The MHP Owner/Operator may be granted additional time by Southwest Gas to resolve environmental, endangered species and cultural resources issues prior to completing the project; however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.8. Outreach and Education

- 5.8.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to Southwest Gas. The MHP Representative shall provide status updates from Southwest Gas to the MHP Owner/Operator and the MHP Residents, and will provide timely status updates from the MHP Owner/Operator and the "Beyond the Meter" Contractor to Southwest Gas.
- 5.8.2. All costs associated with or incurred by the MHP Representative in performing the duties associated with the MHP Program will be the sole responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.8.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP Residents.
- 5.8.4. The MHP Owner/Operator authorizes Southwest Gas to directly contact the MHP Residents regarding the MHP Program, account set-up and other programs and services that will be available as direct Utility customers. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP Resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of unit), home phone number, cell phone number, email address, and other contact information.
- 5.8.5. The MHP Representative shall ensure that the Contractor working with Southwest Gas keeps the MHP Residents informed of the status of the "Beyond the Meter" work of the project. Communications will include notices regarding temporary outages, detours or street closures, as applicable. The MHP Representative will also ensure that such notices will remain consistent with Southwest Gas communications and that the notices are distributed in a timely manner.

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5.9. Construction

- 5.9.1. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with Southwest Gas, shall select and hire a qualified licensed Contractor to perform all necessary “Beyond-the-Meter” construction, and/or electrical work consistent with Section 4 of this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with Southwest Gas and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.
- 5.9.2. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues; 2) procurement of all required permits; and 3) payment for any requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section 5.4.3 of this Agreement; and 4) the execution of the MHP Agreement.
- 5.9.3. MHP Owner/Operator shall ensure that its Contractor is aware of and abides by all safety requirements described in Section 7 of this Agreement.
- 5.9.4. The MHP Owner/Operator shall work cooperatively with Southwest Gas to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of Southwest Gas construction materials and equipment during the project.

5.10. Cutover / Completion of Project

- 5.10.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of “Beyond the Meter” work.
- 5.10.2. Cutover cannot occur unless and until Southwest Gas is satisfied that 24 hour access is available to all Utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a Utility-approved locking device with a Utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with Utility keyed keyway, which may activate the controller.
- 5.10.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MH-Spaces participate in the MHP Program and for discontinuing MHP utility service to all qualifying MH-Spaces no later than 90 days after Southwest Gas is ready to cutover all qualifying MH-Spaces to direct Utility service.
- 5.10.4. If requested by Southwest Gas, the MHP Owner/Operator shall require the “Beyond the Meter” Contractor to be available to meet and perform joint cutover with Southwest Gas for the individual services within the MHP.
- 5.10.5. Upon cutover to the new gas distribution system, the MHP Owner/Operator will take ownership of all “Beyond the Meter” facilities and will be responsible for all maintenance of said facilities.

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6. Utility's Responsibilities

6.1. Engineering and Planning

- 6.1.1. Southwest Gas will design and install the new "To the Meter" gas distribution system for the MHP to meet current Utility design standards and applicable codes, regulations and requirements. The system design will use the most economic, convenient and efficient service route.

To the extent possible, Southwest Gas will design and install the new gas distribution system up to the Service Delivery Point on a "like for like" basis to the existing system. If gas service is located above ground, Southwest Gas will underground the gas service.

- 6.1.2. Southwest Gas will prepare a preliminary design package for the new gas distribution system and prepare all necessary land rights documents.
- 6.1.3. Southwest Gas will consult with the MHP Owner/Operator to identify the location of each gas meter, but will have the final approval of the location of the meter, including the specification of any barriers required for the protection of the meter. Southwest Gas will also specify if it is necessary to install a Meter Shed pursuant to Section C.4 of Rule No. 23.
- 6.1.4. Southwest Gas will include with the MHP Program, additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. Southwest Gas will design and install the "To the Meter" facilities to accommodate a service equivalent to the existing service.
- 6.1.6. Any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled at Southwest Gas' discretion, and in accordance with its current California Gas Tariff. Such requests can be made in accordance with Section 5.4.3 of this Agreement.
- 6.1.7. Vacant MH-Spaces will receive a stub to the location of the future Service Delivery Point, but will not be connected to a Service Delivery Point as part of the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per Southwest Gas' California Gas Tariff.

6.2. Permits

- 6.2.1. Southwest Gas will acquire routine, ministerial construction permits, such as encroachment permits necessary for utility trenching within public rights-of-way and will review all permits prior to construction. All other permits are the responsibility of the MHP Owner/Operator, as stated in Section 5.6 of this Agreement.

6.3. Environmental and Cultural Resources Review

- 6.3.1. Southwest Gas shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If the review indicates any environmental, endangered species and cultural resources issues, Southwest Gas will immediately suspend work at the MHP. Southwest Gas will not resume work on the MHP until it has received authorization from appropriate

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experts and/or agency with jurisdictional authority. Southwest Gas shall not assume any remediation responsibility or liability. Costs associated with remediation are not eligible for reimbursement through the MHP Program.

6.4. Outreach and Education

- 6.4.1. Southwest Gas will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP Residents. If the MHP's electric service is also being converted, Southwest Gas will, whenever possible, engage in joint outreach efforts with the appropriate electric utility.
- 6.4.2. During the construction phase, Southwest Gas will work with the MHP Representative to keep the MHP Residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Southwest Gas will work with the MHP Representative to make sure all notices and project information are communicated and distributed in a timely manner.
- 6.4.3. Southwest Gas will manage communications with the CPUC, HCD, other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

- 6.5.1. Southwest Gas will install, or hire a qualified, licensed contractor to install, a new "To the Meter" gas distribution system that will meet all current Utility gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design. Meter Shed installation will occur, if necessary, during the "To the Meter" construction phase.
- 6.5.2. Southwest Gas will, to the greatest extent possible, consult and coordinate the MHP construction activities with other entities that may jointly serve the MHP, including investor-owned electric utilities, municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. Southwest Gas may commence construction once the terms of Section 5.9 of this Agreement have been satisfied. Southwest Gas may elect to wait to commence "To the Meter" construction until the MHP Owner/Operator can demonstrate that "Beyond the Meter" facilities have been substantially completed, that such facilities have been approved by the governing inspection authority, and that Southwest Gas has received a copy of any inspection report or verification. Southwest Gas may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by Southwest Gas, and/or as scheduling and availability permits.

6.6. Cutover / Completion of Project

- 6.6.1. With the exception of Meter Sheds, Southwest Gas will own, operate, and maintain the "To the Meter" gas distribution system within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to all applicable provisions of Southwest Gas' California Gas Tariff.
- 6.6.2. Existing MHP Residents within the MHP will be converted to direct Utility service and will be served under Southwest Gas' California Gas Tariff, except as otherwise provided herein, and/or in Rule No. 23.

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6.6.3. Southwest Gas, or its Contractor, shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected gas Legacy System.

7. Safety

- 7.1. **IMPORTANCE OF SAFETY**: Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are solely responsible for performing their designated work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to perform their portions of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require their Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should Southwest Gas at any time observe the Contractor, or any of its Subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then Southwest Gas shall have the right (but not the obligation) to require the MHP Owner/Operator to stop Contractor's work affected by the unsafe practice until Contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. **Regulations and Conduct of Work**: MHP Owner/Operator shall assure that their Contractor plans and conducts the work in a manner that safeguards persons and property from injury. MHP Owner/Operator shall direct the performance of the work by their Contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. Southwest Gas may designate safety precautions in addition to those in use or proposed by Contractor. Southwest Gas reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that Contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by Contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.
- 7.3. **Additional Precautions**: If Southwest Gas requests, the MHP Owner/Operator shall require their Contractor to provide certain safeguards not in use but considered necessary and if Contractor fails to comply with the request within a reasonable time, Southwest Gas may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by Southwest Gas may result in cancellation of this Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to Southwest Gas, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible Party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life, safety and services to the MHP and its residents.

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8. Delay and Suspension of Work

- 8.1. Suspension of Work by Utility: Southwest Gas reserves the right to suspend the work being performed pursuant to this Agreement to serve the needs of the greater public.
- 8.2. Notification of Delays: The MHP Owner/Operator shall ensure that its Contractor promptly notifies Southwest Gas in writing of any impending cause for delay that may affect Southwest Gas' schedule. If possible, Southwest Gas will coordinate and assist Contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in Southwest Gas' opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Cancellation or Suspension of Agreement

- 9.1. Either Party may, at its option, terminate this Agreement upon 30 days' written notice to the other Party.
 - 9.1.1. Southwest Gas may terminate this Agreement for, but not limited to, the following situations:
 - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from Southwest Gas and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at Southwest Gas' option, safety or security violations may result in immediate termination; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate the work within 6 months of the execution of this Agreement; or
 - 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from Southwest Gas within 12-months of the execution of this Agreement;
 - 9.1.1.4. A legal action is placed against the MHP Owner/Operator or its Contractor which, in Southwest Gas' opinion, may interfere with the performance of the work.
 - 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Reimburse Southwest Gas for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. Said costs may include, but not be limited to, "To the Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which Southwest Gas allocates to such work; and
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond the Meter" work that did not result in a direct Utility service of an individual MH-Space; and

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- 9.1.2.3. Repay to Southwest Gas, in full, any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor.
- 9.1.3. In the event of termination, Southwest Gas shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of termination that resulted in direct Utility service which are of benefit to Southwest Gas. In no event shall Southwest Gas be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination caused by the MHP Owner/Operator.
- 9.1.4. Cancelled MHP Agreements may, at Southwest Gas' option, result in the removal of the MHP from the MHP Program and Southwest Gas' selection of the next MHP on the waiting list for the MHP Program.
- 9.1.5. The MHP Owner/Operator shall be liable for additional costs to Southwest Gas arising from termination. Southwest Gas may terminate this Agreement, suspend work, and/or suspend the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

10. Costs Covered by the MHP Program and Reimbursement to MHP Owner/Operator

- 10.1. All costs incurred by Southwest Gas to provide "To the Meter" facilities for a typical service for each qualifying MH-Space will be paid in accordance with the MHP Program.
- 10.2. Southwest Gas will review all invoices received for the "Beyond the Meter" work and will reimburse the MHP Owner/Operator for all prudently incurred and reasonable construction expenditures in accordance with the MHP Program.

Reimbursable "beyond the meter" expenditures shall include costs relating to any modification or retrofit of the exterior of the Mobilehome and costs associated with service relocations and rearrangements. They do not include service relocations, rearrangements and upgrades, or other service modification(s) requested by the MHP Owner/Operator and/or by the MHP Residents beyond what is being provided by the MHP Program.

Reimbursable expenditures related to common areas shall not include costs for, and the Company is not responsible for, the installation, modification, and/or permitting of necessary MHP owned gas pipeline facilities, or other non-Company owned facilities necessary to accommodate gas riser installations. Moreover, the Company is not responsible for any "beyond the meter" work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure.

The estimated amount eligible for reimbursement will be stated in Attachment C to this Agreement.

- 10.3. As soon as practicable and after the jurisdictional authorities have inspected and approved operation of the "Beyond the Meter" work, the MHP Owner/Operator may submit invoices to Southwest Gas for "Beyond the Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Spaces compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond the Meter" work will be paid to the MHP Owner/Operator after the final cutover to direct Southwest Gas service. Southwest Gas reserves the right to require the MHP Owner/Operator to provide proof of payment to the "Beyond the Meter" Contractor prior to issuing any reimbursements.

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- 10.4. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for “Beyond the Meter” facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless Southwest Gas, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of Southwest Gas, MHP Owner/Operator, any contractor or subcontractor; injury to property of Southwest Gas, MHP Owner/Operator, contractor or subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator’s performance of this Agreement, however caused, regardless of any strict liability or negligence of Southwest Gas, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of Southwest Gas, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless Southwest Gas from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which Southwest Gas shall have no liability. Southwest Gas shall have no liability for the MHP Legacy System, or the “Beyond the Meter” infrastructure and Meter Sheds

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installed during conversion, and the MHP owner will hold harmless, defend and indemnify Southwest Gas from all causes of action or claims arising from or related to these systems.

- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on Southwest Gas' request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs that may be incurred by Southwest Gas in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

- 13.1. During the performance of the work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold Southwest Gas harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and contractor or subcontractor to fully and properly comply with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, the Mobilehome Park Utility Conversion Program Agreement and all attachments hereto, the MHP Application and Southwest Gas' Rule No. 23. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

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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

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

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

B. Declaration of Non-Condemnation

In accordance with D.20-04-004, and subject to the requirements of Southwest Gas’ Rule No. 23, each MHP participating in the MHP Utility Conversion Program must affirm that it is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory) declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the MHP Owner/Operator and that the Mobilehome Park is not subject to any enforceable condemnation order or to pending condemnation proceedings.

 Name of Mobilehome Park

 Authorized Signature

 Name of Owner/Operator

 Print Name

 Date

 Title



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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) \$ _____



MOBILEHOME PARK
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Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Rule No. 23 of its California Gas Tariff, Southwest Gas Corporation (Southwest Gas or Utility) is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-metered natural gas distribution service within Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service for eligible spaces within MHP.

The table below illustrates the financially responsible party for the “To the Meter” and “Beyond the Meter” services under the MHP Program.

	“To the Meter” Facilities and Equipment installed by Utility Financially Responsible Party			“Beyond the Meter” Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting Mobilehome Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting Mobilehome Owner
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces).		X			X	



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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

Civil Costs – 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] \$ _____

Gas System – 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] \$ _____

Other – 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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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 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 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 \$ _____

CERTIFICATION OF HEALTH AND/OR DISABILITY CONDITION
(CALIFORNIA & NEVADA) (FORM 913.9 11/2020)

(See Attached Form)



SOUTHWEST GAS CORPORATION

**CERTIFICATION OF HEALTH AND/OR DISABILITY CONDITION
(CALIFORNIA & NEVADA)**

Southwest Gas Corporation (SWG) requests the following information regarding the health and/or disability condition of the patient named below. The information provided shall be for the exclusive use of SWG to help ensure that the gas service for the patient will not be wrongfully terminated or interrupted longer than reasonably necessary. This form must be completed and returned to SWG within fifteen (15) days of obtaining the required signatures. This form is valid for the service address listed below. An updated form is required if the person listed on this form moves to a different address, or at the request of SWG.

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

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

SWG Customer of Record _____

SWG Account No. _____ SWG Customer Date of Birth _____

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

Please Print

This is to certify that _____
Patient's Last Name First Name MI Date of Birth

is the customer of record or a permanent resident at _____
Service Address

_____ on _____, _____.
Month and Day Year

Termination or prolonged interruption of gas service would be especially dangerous to the above-named individual because of a health and/or disability condition. Yes No

Is condition Yes No If no, expected recovery _____

Name and title of attending physician, public health nurse, or social worker (please print)

Signature of physician, public health nurse, or social worker Title

Name of medical or other facility where service is rendered (please print)

Date Signed Telephone Number

I hereby certify that I have read the above statements and they are correct, and further consent to the use of such information by SWG for the purposes stated herein.

Signature of SWG Customer of Record Date Signed

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

Return the signed form to Southwest Gas at:

Fax 1-866-997-9427

Mail PO Box 1498, Victorville, CA 92393

Email customerinfo@swgas.com

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

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

Canceling 2nd Revised Cal. P.U.C. Sheet No. 302
1st Revised Cal. P.U.C. Sheet No. 302

AUTOMATIC PAYMENT PLAN APPLICATION AND AGREEMENT (FORM 923.0 09/2020)

(See Attached Form)

Advice Letter No. 1151
Decision No. _____

Issued by
Justin Lee Brown
Senior Vice President

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



SOUTHWEST GAS CORPORATION

Sign up for the
Automatic Payment Plan

Now you can pay your gas bill conveniently and automatically without writing a check or mailing an envelope.

The Automatic Payment Plan (APP) is a program for Southwest Gas customers that allows you to pay your gas bill with an automatic withdrawal from your checking or savings account. Apply online at www.swgas.com or complete the application on the reverse side and return it to Southwest Gas. **Please continue to make payments until you receive notice that an automatic payment will be made.**

Our third party vendor will debit your bank account on the due date as shown on your gas bill. If you prefer not to receive a paper bill in the mail, please visit our Web site at www.swgas.com for paperless billing options.

Have you considered enrolling in the Equal Payment Plan (EPP) along with the APP?

The EPP is a convenient program for residential customers that distributes annual gas costs into estimated equal monthly payments. Usage is reviewed on a quarterly basis and payments may be adjusted. By enrolling in both programs, you know what your bill will be each month and are assured that it will be paid on time. For more information about the EPP, visit our Web site at www.swgas.com or call (877) 860-6020.

Please see reverse side for application.



Automatic Payment Plan Application and Agreement

To enroll in the Automatic Payment Plan, complete this application and return to:

SOUTHWEST GAS CORPORATION • PO BOX 1498 • VICTORVILLE CA 92393-9969

You may also return this application with your gas bill payment. Within one or two billing cycles, notice of enrollment will appear on your gas bill.

Continue to make payments until notice of enrollment appears on your gas bill.

Please hand print in black ink.



Name (as shown on gas bill)

 - -

Southwest Gas account number

 - -

Contact phone number

Service address (include apartment or space number)

City

State

ZIP Code

Name of financial institution

 Checking
 Savings

Name (as shown on checking or savings account)

Routing number (9 digits)

Account number (length varies)

I hereby authorize the third party vendor designated by Southwest Gas and the financial institution designated on this application to charge the account I have specified for payment of my monthly gas bill. I have the right to stop payment of a charge by notifying Southwest Gas no later than two (2) business days before the debit date. I understand that a fee will be charged to my account for each request returned for insufficient funds. If three requests are returned for insufficient funds, I may be excluded from the plan. In addition, I understand that both the financial institution designated on this form and Southwest Gas reserve the right to terminate this payment plan and/or my participation therein.

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

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

Signature _____ Date Signed _____

Please visit our Web site at **www.swgas.com** or call **(877) 860-6020** if you have questions.



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: