

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



Southwest Gas Corporation
GAS (Corp ID 905)
Status of Advice Letter 1188G
As of October 25, 2021

Subject: Modifications to the Mobilehome Park Utility Conversion Program Agreement Pursuant to Decision (D.) 21-08-025

Division Assigned: Energy

Date Filed: 10-04-2021

Date to Calendar: 10-08-2021

Authorizing Documents: D2108025

| | |
|------------------------|-------------------|
| Disposition: | Accepted |
| Effective Date: | 10-04-2021 |

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



SOUTHWEST GAS CORPORATION

October 4, 2021

Advice Letter No. 1188-G

(U 905 G)

Public Utilities Commission of the State of California

Subject: Modifications to the Mobilehome Park Utility Conversion Program Agreement Pursuant to Decision (D.) 21-08-025

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

Purpose

The purpose of this submission is to modify Form 913.2 - Mobilehome Park Utility Conversion Program Agreement (MHP Agreement).

Background

On April 16, 2020, the Commission issued D.20-04-004 in Rulemaking (R.) 18-04-018, establishing a 10-year Mobilehome Park Utility Conversion Program (MHP Program) commencing in 2021.

On August 19, 2021, the Commission adopted D.21-08-025, which implemented consumer protection measures that safeguard residents of mobilehome parks that participate in the MHP Program from experiencing unreasonable rent increases or evictions due to infrastructure improvements funded through the MHP Program. Below is a summary of the directives that were outlined in the Ordering Paragraphs (OP) 2, 3 and 4 of D.21-08-025.

- OP 2 directs the participating utilities to add the following language to their respective MHP Program Agreements:

The MHP residents are intended third party beneficiaries with respect to the protections contained in this clause, and shall have the sole right to enforce this clause:

The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program). Allowable factors for rent

8360 South Durango Drive / Las Vegas, Nevada 89113

P.O. Box 98510 / Las Vegas, Nevada 89193-8510 / (702) 876-7011

www.swgas.com



Advice Letter No. 1188-G
Page 2
October 4, 2021

increase include, but are not limited to, an increase in property taxes, operation and maintenance costs, and/or amortizing costs of property improvements other than those made by the MHP Conversion Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Conversion Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. That notice will include the current contact information for mobilehome resources, including but not necessarily limited to the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program:

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

- In addition to the inclusion of the consumer protection language in the MHP Program Agreement, OP 3 directs the utilities to require MHP owners participating in the MHP Program to provide a written notification to their residents regarding the consumer protections adopted in D.21-08-025. Specifically, utilities are to provide a written reminder of the notice requirement to MHP owners upon transfer of their systems to the utility.
- OP 4 directs the utilities to submit a Tier 1 Advice Letter within 45 days of the issuance of D.21-08-025, which includes an updated MHP Program Agreement incorporating the consumer protection language per OP 2, as well as a description of the specific information that participating MHP owners will provide to residents and a discussion of methods the MHP owners may use to communicate these protections to their residents.

Requested MHP Agreement Revisions

The MHP Program Agreement has been updated to reflect a new Attachment F, which includes the required consumer protection language pursuant to OP 2. A redlined version of the MHP Program Agreement is included as Attachment B.

Inclusion of Consumer Protections in MHP Owner Communication

In accordance with OPs 3 and 4 of D. 21-08-025 and in addition to the inclusion of the consumer protection language in the MHP Agreement, Southwest Gas will also implement



Advice Letter No. 1188-G
Page 3
October 4, 2021

a written notification to MHP Owners upon final cutover to direct gas service to the mobilehome of their requirement to inform residents of the consumer protections adopted in D.21-08-025.

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

Effective Date

Pursuant to D.21-08-025 and General Order (GO) 96-B, this Advice Letter should be classified as Tier 1 (effective pending Energy Division disposition). Southwest Gas respectfully requests that this Advice Letter be approved effective October 4, 2021, which is 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:

Ms. Valerie J. Ontiveroz
Regulatory Manager/California
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Email: valerie.ontiveroz@swgas.com
Facsimile: 702-364-3446

Please also direct all other communications regarding this Advice Letter to the above-named individual.



Advice Letter No. 1188-G
Page 4
October 4, 2021

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 is submitted in compliance with D.21-08-025.

Service

In accordance with GO 96-B, General Rule 7.2, Southwest Gas is serving copies of this Advice Letter and related tariff sheets to the utilities and interested parties shown on the attached list. Southwest Gas is also serving this Advice Letter on the established service list in R.18-04-018.

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By: 
Valerie J. Ontiveroz

Attachments

Distribution List

Advice Letter No. 1188-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. 1188-G

| Cal. P.U.C. Sheet No. | Title of Sheet | Canceling Cal. P.U.C. Sheet No. |
|--------------------------------|---|------------------------------------|
| 32nd Revised Sheet No. 6 | Table of Contents (<i>Continued</i>) | 31st Revised Sheet No. 6 |
| 5th Revised Sheet No. 300.2 | Mobilehome Park Conversion Program Agreement (Form 913.2 9/2021) | 4th Revised Sheet No. 300.2 |

TABLE OF CONTENTS
(Continued)

| <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 |
| 902.6 | Application for California Alternate Rates for Energy (CARE) Program (New and Recertification) (04/2021) | 296 |
| 902.15 | Customer Declaration of Eligibility for Baseline Rates (California) (11/2020) | 297 |
| 902.16 | CARE Program Application for Tenants of Submetered Residential Facilities (New and Recertification) (04/2021) | 298 |
| | Held for Future Use | 299 |
| 912.0 | California Micro-Business Declaration (11/2020) | 300 |
| 913.1 | Mobilehome Park Utility Conversion Program Application (06/2021) | 300.1 |
| 913.2 | Mobilehome Park Utility Conversion Program Agreement (09/2021) | 300.2 |
| 913.9 | Certification of Health and/or Disability Condition (11/2020) | 301 |
| 923.0 | Automatic Payment Plan Application and Agreement (09/2020) | 302 |
| | Held for Future Use | 303/304 |
| <u>BILLS AND INVOICES</u> | | |
| 860.4 | Invoice/Statement (04/1991) | 305 |
| 925.0 | Remittance Return (03/2010) | 306 |
| 927.0 | Customer Bill (03/2021) | 307 |
| | Held for Future Use | 307.1 |
| 936.0 | Excess Service Statement (08/2008) | 308 |
| | Held for Future Use | 309 |

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

Canceling 5th Revised Cal. P.U.C. Sheet No. 300.2
4th Revised Cal. P.U.C. Sheet No. 300.2

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2 09/2021)

(See Attached Form)

Advice Letter No. 1188
Decision No. D.21-08-025

Issued by
Amy L. Timperley
Vice President

Date Filed October 4, 2021
Effective October 4, 2021
Resolution No. _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park (MHP) Utility Conversion Program Agreement (Agreement) is made and entered into by and between _____ (MHP Owner/Operator), a _____ organized and existing under the laws of the state of _____, and Southwest Gas Corporation (Southwest Gas or Utility), wherein Southwest Gas is a corporation organized and existing under the laws of the state of California. From time to time, MHP Owner/Operator and Southwest Gas shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Southwest Gas offers a program under the direction of the California Public Utilities Commission (CPUC or Commission) pursuant to Decision (D.) 20-04-004, whereby master-metered mobilehome parks (MHP) may elect to convert to direct Utility service (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered natural gas system in its MHP to direct service from Southwest Gas under the MHP Program.

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Rule No. 23 (Mobilehome Park Utility Conversion Program) of Southwest Gas' California Gas Tariff (Rule No. 23), which this Agreement is intended, in part, to effectuate. This Agreement and Rule No. 23 shall govern the entire private natural gas distribution system servicing the MHP to direct Southwest Gas gas distribution, including all Mobilehome Spaces (MH-Spaces), common areas, permanent buildings, and/or structures that currently have utility service.

Southwest Gas will only convert the MHP's natural gas system.

Please provide the name of the electric utility that provides service to the MHP:

Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission's (CPUC's or Commission's) *Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation*, (Form of Intent), and the *Mobilehome Park Utility Conversion Program Application* (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility Conversion Program (MHP Program). Each Party agrees to undertake specific activities and responsibilities set forth in the Agreement and previous documents, on behalf of the individual MH-Spaces at the MHP.
- 1.4. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To the Meter" and "Beyond the Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development (HCD) or its designated agency that are designated on the MHP Application that are currently able to receive gas service from the existing master-meter system (Legacy System).



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

2. Representations

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

3. Submittal of Agreements and Documents

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



MOBILEHOME PARK **UTILITY CONVERSION PROGRAM** **AGREEMENT**

3.3. Agreements and documents shall be mailed to:

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

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

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

5. MHP Owner/Operator Responsibilities

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

5.2. Easements

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

5.3. Engineering and Planning – Gas Distribution System

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

5.4. Engineering and Planning – General

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



MOBILEHOME PARK **UTILITY CONVERSION PROGRAM** **AGREEMENT**

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

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

5.5. Existing Distribution System (Legacy System)

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

5.6. Permits

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

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

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

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

5.7. Environmental, Endangered Species and Cultural Resources Review

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

5.8. Outreach and Education

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

5.9. Construction

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

5.10. Cutover / Completion of Project

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

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

13. Compliance with Laws and Regulations

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

14. Governing Law

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

15. Entire Agreement

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

16. Enforceability

If any provision of this Agreement is to any extent held invalid or unenforceable, the remainder of this Agreement, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (Force Majeure Event), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the Force Majeure Event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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

Name of Mobilehome Park

Name of Owner/Operator

Signature

Print Name

Title

Date

SOUTHWEST GAS CORPORATION

Signature

Print Name

Title

Date



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment A
Documents and Declaration

A. Additional Documentation

As described in CPUC Decision (D.) 20-04-004 and Section 1 of this Agreement, the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Conversion Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the effective date of this Agreement .
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of unit), home phone number, cell phone number, email address, and other contact information.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Utility Conversion Program Agreement

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

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

B. Declaration of Non-Condemnation

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

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

Name of Mobilehome Park

Authorized Signature

Name of Owner/Operator

Print Name

Date

Title



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed Contractor to perform the “Beyond the Meter” work at the MHP, and shall consult and coordinate with Southwest Gas on such selection. The MHP Owner/Operator shall provide information about the selected contractor below.

Selection of the Contractor shall be based on the “most cost-effective option.” Southwest Gas reserves the right to require that the MHP Owner/Operator submit multiple contractor bids, and to review the reasonableness of the bids received by the MHP Owner/Operator to perform the “Beyond the Meter” work. Southwest Gas and the CPUC encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If Southwest Gas and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).

- Contractor Name: _____
State Contractor License #: _____
Contact Person: _____
Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address _____
Total Estimated Cost to Perform all “Beyond the Meter”
work for the MHP (See Attachment C) \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all "Beyond the Meter"
work for the MHP (See Attachment C) \$ _____



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

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

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

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



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project**

**A. Estimated "To the Meter" Additional Project Costs Not Covered by the Program
(To be completed by Southwest Gas)¹**

| | <u>Costs Not Covered by the MHP Program</u> |
|--|---|
| <u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To the -Meter" Facilities for the MHP] | \$ _____ |
| <u>Gas System</u> – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program] | \$ _____ |
| <u>Other</u> – Includes, but is not limited to, easement estimates, and other costs associated with the project. | \$ _____ |
| Total | \$ _____ |

¹ Service Upgrades beyond what is being provided by the Program are listed on Attachment D.



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project**

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs

(To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

| | Cost Covered by the MHP Program | Costs Not Covered by the MHP Program |
|--|--|---|
| <u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor. | \$ _____ | \$ _____ |
| <u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the Southwest Gas riser to the customer connection including labor and materials. | Materials: \$ _____ | \$ _____ |
| | Labor: \$ _____ | \$ _____ |
| <u>Other</u> – Includes, but is not limited to, permits as provided by contractor. | \$ _____ | \$ _____ |
| | ===== | ===== |
| MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs | \$ _____ | \$ _____ |
| | | |
| Estimated Cost for MHP Service Conversion Project (A + B) | \$ _____ | \$ _____ |
| | | |
| Number of MH-Spaces | _____ | |
| | | |
| Average Cost per MH-Space | \$ _____ | \$ _____ |



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment D

**Costs that the MHP Owner/Operator is Responsible
for that are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting Party. These modifications will be handled under Southwest Gas' California Gas Tariff, or as otherwise provided in this Agreement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces), must be requested by the MHP Owner/Operator, and are not reimbursable costs under the MHP Program.

The following service modifications have been requested by the MHP Owner/Operator. (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

A. Total Amount Due by MHP Owner/Operator for Service Modification and/or services not covered by the MHP Program

1. Amount Due from MHP Owner/Operator to Southwest Gas

- Amount due for "To the Meter" work not covered by the MHP Program. \$ _____
- Amount due for "To the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____
- Total \$ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due for "Beyond the Meter" Work for common use areas. \$ _____
- Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

3. Total amount due for service modifications not covered by the MHP Program \$ _____



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment D**

**Costs that the MHP Owner/Operator is Responsible
for that are Not Covered Under the MHP Program**

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

| "To the Meter" Costs Not Covered by the MHP Program | | | |
|---|-------------------|--------------------------------|----------------|
| Location | Responsible Party | Requested Service Modification | Estimated Cost |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| "Beyond the Meter" Costs Not Covered by the MHP Program | | | |
|---|-------------------|--------------------------------|----------------|
| Location | Responsible Party | Requested Service Modification | Estimated Cost |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E

**Costs that the Mobilehome Owner is Responsible for that
are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations. These modifications, and associated costs, are not reimbursable under the MHP Program. They are the responsibility of the requesting mobilehome or manufactured housing unit owner and will be handled under Southwest Gas' California Gas Tariff.

The MHP Owner/Operator is responsible for collecting any and all fees associated with service modifications requested by the owner of a mobilehome or manufactured housing unit, and approved by Southwest Gas, and for forwarding those payments to Southwest Gas with this Agreement.

A. Total Amount Due by Mobilehome Owner for Service Modification and/or services not covered by the MHP Program

- 1. Amount Due from Mobilehome Owner to Southwest Gas
 - Amount due for "To the Meter" work not covered by the MHP Program. \$ _____

- 2. Amount Due from Mobilehome Owner to the Contractor
 - Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the Mobilehome Owner. \$ _____

- 3. Total Owed by Mobilehome Owner for the MHP Program \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E

**Costs that the Mobilehome Owner is Responsible for that
are Not Covered Under the MHP Program**

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

| "To the Meter" Costs Not Covered by the MHP Program | | | |
|---|-------------------|--------------------------------|----------------|
| Location | Responsible Party | Requested Service Modification | Estimated Cost |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| "Beyond the Meter" Costs Not Covered by the MHP Program | | | |
|---|-------------------|--------------------------------|----------------|
| Location | Responsible Party | Requested Service Modification | Estimated Cost |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment F

**Consumer Protections Against Rent Increases or
Evictions Related to Participation in the MHP Program**

The MHP residents are intended third party beneficiaries with respect to the protections contained in this clause, and shall have the sole right to enforce this clause:

The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program). Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance costs, and/or amortizing costs of property improvements other than those made by the MHP Conversion Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Conversion Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. That notice will include the current contact information for mobilehome resources, including but not necessarily limited to the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program:

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

**Advice Letter No. 1188-G
Attachment B**

Mobilehome Park Utility Conversion Program Agreement
(Form 913.2)

REDLINED



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park (MHP) Utility Conversion Program Agreement (Agreement) is made and entered into by and between _____ (MHP Owner/Operator), a _____ organized and existing under the laws of the state of _____, and Southwest Gas Corporation (Southwest Gas or Utility), wherein Southwest Gas is a corporation organized and existing under the laws of the state of California. From time to time, MHP Owner/Operator and Southwest Gas shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Southwest Gas offers a program under the direction of the California Public Utilities Commission (CPUC or Commission) pursuant to Decision (D.) 20-04-004, whereby master-metered mobilehome parks (MHP) may elect to convert to direct Utility service (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered natural gas system in its MHP to direct service from Southwest Gas under the MHP Program.

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Rule No. 23 (Mobilehome Park Utility Conversion Program) of Southwest Gas' California Gas Tariff (Rule No. 23), which this Agreement is intended, in part, to effectuate. This Agreement and Rule No. 23 shall govern the entire private natural gas distribution system servicing the MHP to direct Southwest Gas gas distribution, including all Mobilehome Spaces (MH-Spaces), common areas, permanent buildings, and/or structures that currently have utility service.

Southwest Gas will only convert the MHP's natural gas system.

Please provide the name of the electric utility that provides service to the MHP:

Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission's (CPUC's or Commission's) *Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation*, (Form of Intent), and the *Mobilehome Park Utility Conversion Program Application* (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility Conversion Program (MHP Program). Each Party agrees to undertake specific activities and responsibilities set forth in the Agreement and previous documents, on behalf of the individual MH-Spaces at the MHP.
- 1.4. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To the Meter" and "Beyond the Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development (HCD) or its designated agency that are designated on the MHP Application that are currently able to receive gas service from the existing master-meter system (Legacy System).

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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

2. Representations

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

3. Submittal of Agreements and Documents

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

3.3. Agreements and documents shall be mailed to:

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

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

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

5. MHP Owner/Operator Responsibilities

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

5.2. Easements

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

5.3. Engineering and Planning – Gas Distribution System

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

5.4. Engineering and Planning – General

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

5.5. Existing Distribution System (Legacy System)

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

5.6. Permits

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

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

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

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

5.7. Environmental, Endangered Species and Cultural Resources Review

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

5.8. Outreach and Education

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

5.9. Construction

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

5.10. Cutover / Completion of Project

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

- 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.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

- 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.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

- 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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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

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

13. Compliance with Laws and Regulations

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

14. Governing Law

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

15. Entire Agreement

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

16. Enforceability

If any provision of this Agreement is to any extent held invalid or unenforceable, the remainder of this Agreement, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (Force Majeure Event), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the Force Majeure Event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

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

Name of Mobilehome Park

Name of Owner/Operator

Signature

Print Name

Title

Date

SOUTHWEST GAS CORPORATION

Signature

Print Name

Title

Date



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment A
Documents and Declaration

A. Additional Documentation

As described in CPUC Decision (D.) 20-04-004 and Section 1 of this Agreement, the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Conversion Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the effective date of this Agreement .
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of unit), home phone number, cell phone number, email address, and other contact information.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Utility Conversion Program Agreement

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

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

B. Declaration of Non-Condemnation

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

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

Name of Mobilehome Park

Authorized Signature

Name of Owner/Operator

Print Name

Date

Title



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed Contractor to perform the “Beyond the Meter” work at the MHP, and shall consult and coordinate with Southwest Gas on such selection. The MHP Owner/Operator shall provide information about the selected contractor below.

Selection of the Contractor shall be based on the “most cost-effective option.” Southwest Gas reserves the right to require that the MHP Owner/Operator submit multiple contractor bids, and to review the reasonableness of the bids received by the MHP Owner/Operator to perform the “Beyond the Meter” work. Southwest Gas and the CPUC encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If Southwest Gas and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all “Beyond the Meter”
work for the MHP (See Attachment C) \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all "Beyond the Meter"
work for the MHP (See Attachment C) \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

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

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

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



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project

A. Estimated “To the Meter” Additional Project Costs Not Covered by the Program
 (To be completed by Southwest Gas)¹

| | <u>Costs Not Covered by the MHP Program</u> |
|--|---|
| <u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install “To the -Meter” Facilities for the MHP] | \$ _____ |
| <u>Gas System</u> – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program] | \$ _____ |
| <u>Other</u> – Includes, but is not limited to, easement estimates, and other costs associated with the project. | \$ _____ |
| | \$ _____ |
| Total | \$ _____ |

¹ Service Upgrades beyond what is being provided by the Program are listed on Attachment D.



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment C
Estimated Costs for MHP Project**

B. MHP Owner/Operator’s “Beyond-the-Meter” Project Costs

(To be completed by the MHP Owner/Operator, Attach Contractor’s Job Estimate to Attachment C)

| | Cost Covered by the MHP Program | Costs Not Covered by the MHP Program |
|--|---|---|
| <u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor. | \$ _____ | \$ _____ |
| <u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the Southwest Gas riser to the customer connection including labor and materials. | Materials: \$ _____ | \$ _____ |
| | Labor: \$ _____ | \$ _____ |
| <u>Other</u> – Includes, but is not limited to, permits as provided by contractor. | \$ _____ | \$ _____ |
| | <hr style="border-top: 3px double black;"/> | <hr style="border-top: 3px double black;"/> |
| MHP Owner/Operator’s Total Estimated “Beyond-the-Meter” Project Costs | \$ _____ | \$ _____ |
| | | |
| Estimated Cost for MHP Service Conversion Project (A + B) | \$ _____ | \$ _____ |
| Number of MH-Spaces | _____ | |
| Average Cost per MH-Space | \$ _____ | \$ _____ |



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

Attachment D

**Costs that the MHP Owner/Operator is Responsible
for that are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting Party. These modifications will be handled under Southwest Gas' California Gas Tariff, or as otherwise provided in this Agreement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces), must be requested by the MHP Owner/Operator, and are not reimbursable costs under the MHP Program.

The following service modifications have been requested by the MHP Owner/Operator. (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

A. Total Amount Due by MHP Owner/Operator for Service Modification and/or services not covered by the MHP Program

1. Amount Due from MHP Owner/Operator to Southwest Gas

- Amount due for "To the Meter" work not covered by the MHP Program. \$ _____
 - Amount due for "To the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____
- Total \$ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due for "Beyond the Meter" Work for common use areas. \$ _____
- Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

3. Total amount due for service modifications not covered by the MHP Program \$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment D

Costs that the MHP Owner/Operator is Responsible for that are Not Covered Under the MHP Program

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

| |
|---|
| "To the Meter" Costs Not Covered by the MHP Program |
|---|

| Location | Responsible Party | Requested Service Modification | Estimated Cost |
|----------|-------------------|--------------------------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

| Location | Responsible Party | Requested Service Modification | Estimated Cost |
|----------|-------------------|--------------------------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E

**Costs that the Mobilehome Owner is Responsible
for that are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations, These modifications, and associated costs, are not reimbursable under the MHP Program. They are the responsibility of the requesting mobilehome or manufactured housing unit owner and will be handled under Southwest Gas' California Gas Tariff.

The MHP Owner/Operator is responsible for collecting any and all fees associated with service modifications requested by the owner of a mobilehome or manufactured housing unit, and approved by Southwest Gas, and for forwarding those payments to Southwest Gas with this Agreement.

A. Total Amount Due by Mobilehome Owner for Service Modification and/or services not covered by the MHP Program

1. Amount Due from Mobilehome Owner to Southwest Gas

- Amount due for "To the Meter" work not covered by the MHP Program. \$ _____

2. Amount Due from Mobilehome Owner to the Contractor

- Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the Mobilehome Owner. \$ _____

3. Total Owed by Mobilehome Owner for the MHP Program \$ _____



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

Attachment E

**Costs that the Mobilehome Owner is Responsible
for that are Not Covered Under the MHP Program**

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

| "To the Meter" Costs Not Covered by the MHP Program | | | |
|---|-------------------|--------------------------------|----------------|
| Location | Responsible Party | Requested Service Modification | Estimated Cost |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| "Beyond the Meter" Costs Not Covered by the MHP Program | | | |
|---|-------------------|--------------------------------|----------------|
| Location | Responsible Party | Requested Service Modification | Estimated Cost |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT

Attachment F

**Consumer Protections Against Rent Increases or
Evictions Related to Participation in the MHP Program**

The MHP residents are intended third party beneficiaries with respect to the protections contained in this clause, and shall have the sole right to enforce this clause:

The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program). Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance costs, and/or amortizing costs of property improvements other than those made by the MHP Conversion Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Conversion Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. That notice will include the current contact information for mobilehome resources, including but not necessarily limited to the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program:

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690



ADVICE LETTER SUMMARY



ENERGY UTILITY

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

Company name/CPUC Utility No.: Southwest Gas Corporation (U 905 G)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Valerie J. Ontiveroz

Phone #: (702) 876-7323

E-mail: valerie.ontiveroz@swgas.com

E-mail Disposition Notice to: valerie.ontiveroz@swgas.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 1188

Tier Designation: Tier 1

Subject of AL: Modifications to the Mobilehome Park Utility Conversion Program Agreement Pursuant to Decision (D.) 21-08-025

Keywords (choose from CPUC listing): Procurement

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.21-08-025

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: Not applicable.

Summarize differences between the AL and the prior withdrawn or rejected AL: Not applicable.

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: 10/4/21

No. of tariff sheets: 2

Estimated system annual revenue effect (%): Not applicable.

Estimated system average rate effect (%): Not applicable.

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: Not applicable.

Service affected and changes proposed¹: See 'Subject of AL' above.

Pending advice letters that revise the same tariff sheets: Not applicable.

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: Ms. Valerie J. Ontiveroz
Title: Regulatory Manager/California
Utility Name: Southwest Gas Corporation
Address: P. O. Box 98510
City: Las Vegas State: Nevada
Telephone (xxx) xxx-xxxx: 702-876-7323
Facsimile (xxx) xxx-xxxx: 702-364-3446
Email: valerie.ontiveroz@swgas.com

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

ENERGY Advice Letter Keywords

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