

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



Southwest Gas Corporation
Attn: Justin Lee Brown
Vice President/Regulatory Affairs
5241 Spring Mountain Road
Las Vegas, Nevada 89193-8510

December 22, 2014

Subject: Southwest Gas Corporation Advice Letters 948-A, and 948-B

Dear Mr. Brown:

Southwest Gas Corporation (Southwest Gas) Advice Letters (AL) 948-A and 948-B are approved effective August 29, 2014.

Decision (D.) 14-03-021, in Rulemaking (R.) 11-02-018, adopted a pilot program to encourage voluntary conversions of master-metered service at mobilehome parks. The decision also ordered certain California utilities, including Southwest Gas, to implement the requirements of the program. Ordering Paragraph 9 required Southwest Gas to file a Tier 2 Advice Letter for approval of new tariffs to establish a voluntary program that contains various components of the Mobile Home Park (MHP) Program adopted in the Decision.

Southwest Gas submitted Advice Letter (AL) 948 on July 30, 2014 in compliance with D.14-03-021. As requested by Energy Division Staff, the AL was supplemented by Advice Letters 948-A and 948-B. The supplements meet the requirements of Ordering Paragraph 9 of D. 14-03-021.

ORA's Protest to AL 948: On September 15, 2014, the Office of Ratepayer Advocates (ORA) filed a very late protest to AL 948. For the reasons discussed below the Energy Division rejected the protest.

Section I of ORA's protest included issues concerning specific wording of ALs filed by other utilities and not of relevance to the wording in the Southwest Gas AL.

Section II of the ORA protest comments that vacant mobilehome park spaces should not be eligible for beyond the meter conversion work. Energy Division Staff (Staff) notes that under the program approved in D.14-03-021, only permitted spaces with Manufactured Housing units located in those spaces at the time of and up until completion of the MHP conversion are eligible for conversion beyond the meter. Any permitted space not occupied by the end of the specific park's conversion will be subject to utility connection rules for beyond the meter work independent of the MHP Program. In their supplemental AL 948-A, Southwest Gas addressed this issue providing clarifying language.

Section III of the protest recommended proportional adjustments to the Master Meter/Sub Meter Discounts. The proportional adjustment would correspond with the completion of conversions made prior to the completion of the entire park and cutover to the new system. Staff disagrees with ORA's comments. First, the MHP owner has responsibility for maintaining the entire system until the conversion is complete and as such should receive the full discount until the conversion is complete. Secondly, the proposed proportional adjustments would create an unreasonable administrative burden both for the MHP owner and the utility. This is particularly true in light of the fact that for many parks the physical conversion across units will occur in a relatively short timeframe. Finally, no such adjustment was ordered in D.14-03-021. Whether and how to incorporate such an adjustment is beyond the scope of the advice letter, and should have been raised in R.11-02-018.

Western Manufactured Housing Communities Association (WMA) Protest of AL 948: On August 19, 2014 the Western Manufactured Housing Communities Association (WMA) filed a protest. WMA withdrew their protest on August 22, 2014 after discussing their concerns with the utilities.

Californians for Renewable Energy (CARE) Protest: CARE filed a protest concerning certain of the utilities who filed ALs to comply with D.14-03-021. The protest does not include Southwest Gas AL 948.

Southwest Gas filed supplemental advice letters AL 948-A and AL 948-B. Based issues raised in ORA's protest and discussions with Staff in the Energy Division and the Safety and Enforcement Division concerning other elements of the language used in AL 948, Southwest Gas submitted AL 948-A on October 13, 2014. This supplemental AL was not protested. Energy Division staff reviewed the supplemental advice letter and asked for additional clarifying wording in the form of a Supplemental AL 948-B. On November 17, 2014 Southwest Gas submitted AL 948-B. The supplements incorporate the required changes necessary to fully comply with D. 14-03-021.

Sincerely,



Edward Randolph
Director, Energy Division
California Public Utilities Commission



SOUTHWEST GAS CORPORATION

Justin Lee Brown , Vice President/Regulatory Affairs

October 13, 2014

ATTN: Tariff Unit, Energy Division
California Public Utilities Commission
505 Van Ness Avenue, Room 4005
San Francisco, CA 94102

Subject: Southwest Gas Corporation (U 905 G)
Advice Letter No. 948-A

Enclosed herewith are an original and one (1) copy of Southwest Gas Corporation's Advice Letter No. 948-A together with California Gas Tariff P.U.C. Sheet Nos. 4, 6, 279.15 through 279.24, and 300.1 through 300.2.

Sincerely,

Justin Lee Brown
Vice President/Regulation & Public Affairs

JLB:vo
Attachment



SOUTHWEST GAS CORPORATION

Advice Letter No. 948-A

October 13, 2014

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Southwest Gas Corporation (Southwest Gas or Company) (U 905 G) hereby tenders for filing the following tariff sheets:

Cal. P.U.C. Sheet No.	California Gas Tariff Title of Sheet	Canceling Cal. P.U.C. Sheet No.
1 st Revised Sheet No. 4	Table of Contents (<i>Continued</i>)	Original Sheet No. 4
11 th Revised Sheet No. 6	Table of Contents (<i>Continued</i>)	10 th Revised Sheet No. 6
Original Sheet No. 279.15	Rule No. 23 – Mobilehome Park Utility Upgrade Program	
Original Sheet No. 279.16	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.17	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.18	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.19	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.20	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.21	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.22	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.23	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	
Original Sheet No. 279.24	Rule No. 23 – Mobilehome Park Utility Upgrade Program (<i>Continued</i>)	



California Gas Tariff
(Continued)

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Original Sheet No. 300.1	Mobilehome Park Utility Upgrade Program Application (Form 913.1, 10/2014)	
Original Sheet No. 300.2	Mobilehome Park Utility Upgrade Program Agreement (Form 913.2, 10/2014)	

Purpose

The purpose of this supplemental filing is to replace in its entirety Advice Letter No. (AL) 948 filed on July 30, 2014. AL 948 was filed to establish Rule No. 23 - Mobilehome Park (MHP) Conversion Program in the Company's California Gas Tariff in accordance with Ordering Paragraph (OP) 9 in Decision (D.) 14-03-021. OP 9 directs utilities to file a Tier 2 AL for approval of new tariffs to establish a voluntary three-year pilot MHP conversion program that contains all program components referenced and described therein, including outreach and education, balancing accounts, customer forms, etc. On July 11, 2014, Southwest Gas filed and received approval of its AL 947-G to establish the Mobilehome Park Conversion Balancing Account (MHPCBA), effective August 10, 2014. AL 948 was filed to incorporate the remaining program components.

This supplemental AL seeks the same approvals as requested in AL 948, subject to the modifications noted herein, including the incorporation of the program name change to the Mobilehome Park Utility Upgrade Program (Program).

Background

On March 14, 2014, the Commission issued D.14-03-021, which adopted the MHP Conversion Three-Year Pilot Program with the goal of converting approximately 10 percent of the total MHP spaces within each of the California gas and electric utilities' service territories. This AL seeks approval of the tariffs and associated forms that will provide the terms and conditions of the Program.

As directed in D.14-03-021, Southwest Gas and other participating utilities have been working with the Safety and Enforcement Division (SED) and the Department of Housing and Community Development (HCD), to discuss the development and implementation of the Program, the associated utility tariffs, and Outreach and Education Plans. In addition to the Program components noted in D.14-03-021 and proposed in Rule No. 23 and associated Program forms, Southwest Gas' AL 948 requested approval of the following additional provisions based on recommendations made by SED and HCD:



1. OP 6 of D. 14-03-021 states that the MHP must provide, if operating on leased real property, proof that the land lease will continue until full depreciation of the converted utility infrastructure. Southwest Gas and other participating utilities learned that most MHP leases are for 50 years, and most MHPs are in the latter stages of such leases. During utility discussions with SED and HCD on July 11, 2014, it became apparent that the length of depreciation requirement that utilities would apply varied from 20 to more than 60 years. Such varied values have the potential to diminish the overall uniformity of the Pilot Program and introduce inequalities between utilities. Therefore, in consultation with SED, Southwest Gas proposes a standardized minimum value of 20 years as good faith proof of the land lease, per the requirements in OP 6, and as recommended by SED. This minimum 20 year requirement will allow for a larger number of MHPs on leased property to be eligible for the Program, and may potentially include those in most need of conversion.
2. D.14-03-021 calls for flexibility and best efforts in meeting the goals and target dates outlined for the “living pilot”. While D.14-03-021 establishes target dates, it also seeks to better understand the realities and complexities related to MHP system conversions. To that end, SED, Southwest Gas, and the other participating utilities agree that any conversion project with a construction phase that starts in 2017 will be allowed to finish, even if the projects are completed after December 31, 2017. In addition, Southwest Gas will be able to seek recovery for such projects.
3. Southwest Gas will coordinate its efforts with other participating utilities on conversion projects that are served by dual utilities. As discussed with SED, participating utilities will have flexibility to exceed the 10% conversion goal if doing so enables another utility to meet its 10% goal. Prioritization of the projects will be gas driven, with the utility that provides gas service taking the lead for the project.
4. OP 5 of D.14-03-021 requires that existing MHP residents, who will become utility customers upon conversion, receive “grandfathered” customer status. To that end, Southwest Gas will waive new customer credit checks, service deposits and service establishment fees.

Subsequent to filing AL 948, Southwest Gas and the other participating utilities held additional conference calls with SED and HCD, as well as the Western Manufactured Housing and Community Association (WMA), that resulted in modifications to the utilities' respective rules and forms to provide additional clarification. As such, in this AL filing, Southwest Gas proposes modifications to the Company's proposed Rule No. 23 and the associated forms including:



1. Clarification of 20 year lease agreement as proposed herein;
2. Revised language pertaining to the discontinuance of the submetered discount;
3. Revisions to the MHP Application to request information regarding any third party providers of gas or electricity (e.g., Core Transport Agents, Community Choice Aggregator or Electric Service Provider);
4. Clarification as to when in the conversion process MHP Owner/Operators are required to provide Southwest Gas contact information for the MHP residents;
5. Revised language in the MHP Application and MHP Agreement to clarify that Southwest Gas will consult with the MHP Owner/Operator regarding meter location;
6. Clarification in the MHP Application and Agreement of the number of spaces within an MHP eligible for conversion under the Program;
7. Clarification regarding who may request service modifications, the MHP Owner/Operator or the MHP Resident;
8. Clarification of the type of permits the MHP Owner/Operator is responsible for acquiring; and
9. Incorporation of the new Program name as noted above, which is based on the positive results of market research conducted by Southern California Gas Company and San Diego Gas and Electric Company.

New Rule No. 23 – Mobilehome Park Utility Upgrade Program

In compliance with D.14-03-021, Southwest Gas proposes a new Rule No. 23 - Mobilehome Park Utility Upgrade Program. Rule No. 23 was developed in consultation and coordination with other participating utilities. General Program terms are similar across utilities. Rule No. 23 also includes language describing the following documents that MHP Owners/Operators who elect to participate in the Program must complete and/or execute:

1. **CPUC Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporations (Form of Intent)**

This is the initial application the MHP Owner/Operator must submit to the Commission's SED, with a copy to Southwest Gas, to express interest in the Program.



2. Mobilehome Park Utility Upgrade Program Application (MHP Application)

This is a single detailed MHP application that the MHP Owner/Operator must provide to each utility involved in the conversion. The MHP Application requires the MHP Owner/Operator to supply pertinent information about the MHP that is necessary for the utility(ies) to initiate the engineering phase of the conversion project. The MHP Application is filed herein as Form 913.1.

3. Mobilehome Park Utility Upgrade Program Agreement (MHP Agreement)

This document details the terms and conditions of the MHP Program, and will be executed by both Southwest Gas and the MHP Owner/Operator. The MHP Agreement is filed herein as Form 913.2.

Finally, Southwest Gas will engage telecommunication and municipal utility providers (as applicable) to inform them of the Program. Southwest Gas plans to discuss the Program with other service providers in its California service territories, and will conduct joint outreach with other participating utilities whenever possible.

Effective Date

In accordance with D.14-03-021, Southwest Gas believes this Advice Letter is subject to Energy Division disposition and should be classified as a Tier 2 filing (effective after Energy Division approval). Southwest Gas respectfully requests that this Advice Letter be made effective August 29, 2014, which is the originally requested effective date for AL 948.

Protest

There is no restriction regarding who may file a protest of this AL. Anyone wishing to protest this AL must do so in writing. The protest should set forth the grounds upon which it is based and should be submitted expeditiously. To avoid delay in implementing the Program, Southwest Gas requests that the protest period be shortened to ten (10) days from the date of filing of this AL, which is October 23, 2014. Protests should be mailed to:

Investigation, Monitoring & Compliance Program Manager
California Public Utilities Commission, Energy Division
505 Van Ness Avenue, Room 4002
San Francisco, CA 94102
Facsimile: 415-703-2200



Advice Letter No. 948-A
October 13, 2014
Page 6

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

Mr. Justin Lee Brown
Vice President/Regulation & Public Affairs
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, Nevada 89193-8510
Facsimile: 702-364-3452

Notice

Pursuant to Energy Industry Rule 3.1(1), Southwest Gas is exempt from the notice requirements set forth in General Rule 4.2 in G.O. 96-B since the tariff revisions proposed herein are being filed in compliance with D.14-03-021.

Service

In accordance with General Order 96B, General Rule 4.3, Southwest Gas is mailing copies of this advice letter and related tariff sheets to the utilities and interested parties shown on the attached list.

Communications regarding this filing should be directed to:

Ed Giesecking
Director/Regulation and
Energy Efficiency
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Telephone: 702-364-3271
E-mail: ed.giesecking@swgas.com

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

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By 
Justin Lee Brown

Attachments

DISTRIBUTION LIST

Advice Letter No. 948-A

In accordance with General Order 96B, General Rule 4.3

Southern California Edison Company

Pacific Gas & Electric Company

Sierra Pacific Power Company

San Diego Gas & Electric Company

Southern California Gas Company
(Tariff@socalgas.com)

Southern California Water Company

Director/Office of Ratepayer Advocates

Robert M. Pocta, Office of Ratepayer Advocates
(rmp@cpuc.ca.gov)

Nathanial Skinner, Office of Ratepayer Advocates
(nws@cpuc.ca.gov)

Pearlie Sabino, Office of Ratepayer Advocates
(pzs@cpuc.ca.gov)

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC **XX GAS**

PLC HEAT WATER

Contact Person: **Edward B. Giesecking**

Phone #: **(702) 364-3271**

E-mail: **ed.giesecking@swgas.com**

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **948-A**

Subject of AL: **Compliance filing to incorporate MHP Utility Upgrade Program into CA Gas Tariff**

Keywords (choose from CPUC listing): **Mobilehome Parks/Rule**

AL filing type: Monthly Quarterly Annual **XX One-Time** Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **D.14-03-021**

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 AL¹: **Not applicable**

Resolution Required? Yes **XX No**

Tier Review Level? **XX 1** 2 3

Requested effective date: **August 29, 2014**

No. of tariff sheets: **57**

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: **Rules**

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

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

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
jjr@cpuc.ca.gov and inj@cpuc.ca.gov

Utility Info (including e-mail)
Mr. Justin Lee Brown
Vice President/Regulation and
Public Affairs
Southwest Gas Corporation
P. O. Box 98510
Las Vegas, NV 89193-8510
justin.brown@swgas.com
Facsimile: 702-876-7037

¹ Discuss in AL if more space is needed.

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RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

PURPOSE

This Rule sets forth the general terms and conditions applicable to the Mobilehome Park Utility Upgrade Program (MHP Program). Pursuant to Commission Decision (D.) 14-03-021, the Company is authorized to offer the MHP Program to master-metered submetered Mobilehome Parks or Manufactured Housing Communities (collectively referred to as MHP). The MHP Program is a voluntary three-year "living pilot" program to convert approximately 10 percent of MHP spaces within the Company's service territory. Subject to the requirements and limitations set forth in this Rule and the applicable MHP Program documents, the Company will convert all submetered spaces and common use services within an eligible MHP from master-metered submetered gas distribution service to direct Company gas distribution service.

APPLICABILITY

The MHP Program is available to all eligible master-metered submetered MHPs within the Company's service territory as defined in the Preliminary Statement of this California Gas Tariff. Recreational vehicle parks and spaces are not eligible for the MHP Program.

A. DEFINITIONS

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

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

Common Use Area: All designated buildings, areas, or facilities within an MHP that are intended to be used by all MHP Residents and/or the MHP Owner/Operator. Energy costs for serving the common area are paid by the MHP Owner/Operator.

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

A. DEFINITIONS (Continued)

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

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

A. DEFINITIONS (Continued)

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

B. PROGRAM ELIGIBILITY

1. MHPs must meet all of the following criteria to be eligible for the MHP Program:
 - a. Receive natural gas service from the Company through a single master-meter and supply gas service to MHP Residents on a single premise through a submetered system;
 - b. Receive natural gas service from the Company under the following rate schedule:
 - Schedule No. GS-25/GN-25/SLT-25 – Multi-Family Master-Metered Gas Service – Submetered;
 - c. Operate under a current and valid license from the governmental entity with relevant authority;
 - d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the effective date of the *Mobilehome Park Utility Upgrade Program Agreement* (Form 913.2); and
 - e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

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

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

B. PROGRAM ELIGIBILITY (Continued)

2. An MHP Owner/Operator who elects to participate in the MHP Program must comply with all general rules, rights and obligations set forth in this Rule. In addition, MHP Program participants must complete and/or execute and comply with the following MHP Program documents:
 - a. CPUC's *Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation* (Form of Intent);
 - b. *Mobilehome Park Utility Upgrade Program Application* (MHP Application) (Form 913.1, 07/2014); and
 - c. *Mobilehome Park Utility Upgrade Program Agreement* (MHP Agreement) (Form 931.2, 07/2014).

C. MHP PROGRAM COMPONENTS

1. Form of Intent

The Form of Intent (Appendix C to D.14-03-021) will be accepted January 1, 2015, through March 31, 2015 (90-day period). The MHP Owner/Operator must complete and submit the Form of Intent concurrently to both the Commission's Safety Enforcement Division (SED) and the Company. Any Form of Intent received after the 90-day period will be placed on a waiting list for the MHP Program.

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

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

1. Form of Intent (Continued)

a. Prioritization of MHPs in the MHP Program (Continued)

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

2. MHP Application

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

3. MHP Agreement

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

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

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

4. Construction

- a. The Company or its designated contractor will perform all necessary "to the meter" construction, as set forth in this Rule and the MHP Agreement. The Company will install services to both occupied and unoccupied MHP spaces, but will not install a meter set assembly on unoccupied spaces.
- b. The MHP Owner/Operator's selected contractor will perform all necessary "beyond the meter" construction as set forth in this Rule and the MHP Agreement.
- c. In areas subject to heavy snowfall, it may be necessary that a Meter Shed be installed to help protect Company facilities. Notwithstanding any other provision of this California Gas Tariff, as part of the MHP Program the Company or its designated contractor will install Meter Sheds, as necessary, during the "to the meter" construction process. Upon cutover to the Company's gas distribution system, the Meter Shed shall be owned and maintained by the MHP Owner/Operator as set forth in Section C.7.b of this Rule.

5. MHP Legacy System

The MHP Owner/Operator shall continue to own, operate and maintain the Legacy System until cutover to direct service through the Company's gas distribution system.

6. Cutover of Service

- a. Cutover to the Company's gas distribution system will occur only after the inspection and approval of the MHP "beyond the meter" facilities by the appropriate jurisdictional authorities.
- b. The MHP Owner/Operator's MHP master-meter submetered discount will cease as described in the "Utility's Responsibilities" section of the MHP Agreement.

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

6. Cutover of Service (Continued)

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

7. Ownership of Facilities After Conversion

- a. Upon cutover to direct Company service, the Company will own, operate, and maintain the "to the meter" gas distribution system within the MHP in accordance with all applicable rates, rules and conditions set forth in this California Gas Tariff.
- b. Notwithstanding Section 7.a., the MHP Owner/Operator shall own and maintain any and all Meter Sheds installed during the "to the meter" construction process, in accordance with all state and local jurisdictional codes, and all applicable provisions of this California Gas Tariff.
- c. The MHP Owner/Operator shall own, operate and maintain all "beyond the meter" facilities within the MHP in accordance with state and local jurisdictional codes and ordinances. The Company shall have no responsibility for, or liability related to, the "beyond the meter" facilities.
- d. The MHP Owner/Operator shall retain ownership of the Legacy System and will be responsible for its removal. Legacy System removal or retirement costs are not authorized for reimbursement through the MHP Program. The Company shall have no responsibility for, or liability related to, the MHP Legacy System.

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

C. MHP PROGRAM COMPONENTS (Continued)

8. Safety

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

9. Reimbursement to MHP Owner/Operator

The MHP Owner/Operator is responsible for hiring the “beyond the meter” contractor, in accordance with the terms of the MHP Agreement. The Company will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for “beyond the meter” construction performed pursuant to the MHP Program. The following are not considered reimbursable “beyond the meter” expenses:

- a. Common areas, service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP Residents, unless otherwise authorized through the MHP Program or necessary for conversion to the Company’s gas distribution system;
- b. Subsequent “beyond the meter” work on spaces that are unoccupied at the time of conversion; and
- c. Modification or retrofit of the Mobilehome.

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

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

1. MHP Residents

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

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

RULE NO. 23

MOBILEHOME PARK UTILITY UPGRADE PROGRAM
(Continued)

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

2. MHP Owner/Operator

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

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

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

Canceling _____ Original _____ Cal. P.U.C. Sheet No. 300.1
_____ Cal. P.U.C. Sheet No. _____

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION (FORM 913.1 10/2014)

(See Attached Sample)

Advice Letter No. 948-A
Decision No. 14-03-021

Issued by
Justin Lee Brown
Vice President

Date Filed October 13, 2014
Effective _____
Resolution No. _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 14-03-021, and subject to the requirements of the Mobilehome Park Utility Upgrade Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Upgrade Program (MHP Program) to replace existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.

MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

The MHP Owner/Operator must designate below each Utility² that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately owned master-meter/sub-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual Mobilehome (MH) space and the MHP common areas. Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
<input type="checkbox"/>	N/A	<i>Bear Valley Electric Service</i>
<input type="checkbox"/>	N/A	<i>Liberty Utilities</i> (CalPeco Electric)
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</i>
<input type="checkbox"/>	N/A	<i>Pacific Power, a Division of PacifiCorp</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>San Diego Gas and Electric Company</i>
<input type="checkbox"/>	N/A	<i>Southern California Edison Company</i>
N/A	<input type="checkbox"/>	<i>Southern California Gas Company</i>
N/A	<input type="checkbox"/>	<i>Southwest Gas Corporation</i>

¹ MHP Rule by Utility
 Bear Valley Electric Service – Rule 23 San Diego Gas and Electric – Rule 44
 Liberty Utilities – Rule 23 Southern California Edison – Rule 27
 Pacific Gas and Electric – Rule 28 Southern California Gas – Rule 44
 Pacific Power – Rule 26 Southwest Gas – Rule 23

² Although the singular term "Utility" is used throughout this Application, each of the Utilities designated on this page is considered a party to this Application. The designated Utilities will be coordinating throughout the application and conversion processes. However, it is the sole responsibility of the MHP Owner/Operator to ensure that the information and documentation required by this Application is provided to each of the designated Utilities within the specified timeframes.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

The purpose of this Mobilehome Park Utility Upgrade Program Application (MHP Application) is for the MHP Owner/Operator to provide the Utility pertinent information concerning the MHP, which is necessary in order for the Utility to proceed with the conversion process.

MHP Owner/Operator is to use its "best effort" to provide the information that is being requested on this Application. The Utility's project manager assigned to your park may provide assistance in completing the MHP Application. Incomplete information on this application will not result in disqualification in the program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project. THIS APPLICATION MUST BE APPROVED BY, THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

This Application has been developed as part of the CPUC's regulatory process, and conforms to CPUC D.14-03-021. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

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



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



San Diego Gas and Electric Company
Attn: MHP Program, CP62A
8306 Century Park Ct.
San Diego, CA 92123-1530



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



Southern California Edison Company
MHP Utility Upgrade Program
3 Innovation Way, 3rd Flr - 365 J
Pomona, Ca 91768



Mobilehome Park Utility Upgrade Program
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10B
San Francisco, CA 94105-1814



Southern California Gas Company
Attn: MHP Program, GT-10G4
555 W 5Th St
Los Angeles, CA 90013-1034



Pacific Power
300 S. Main
Yreka, CA 96097



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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**

1. MHP Project Information

Mobilehome Park Name: _____

Address: _____

City: _____ State: _____

County: _____ ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)³ Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____ Email Address: _____

Mobilehome Unit Ownership Type

- | | |
|--|--|
| <input type="checkbox"/> All units on common single parcel | <input type="checkbox"/> Units on individual parcels |
| <input type="checkbox"/> Common use shared ownership | <input type="checkbox"/> Other: _____ |

Does the MHP Owner/Operator have a current and valid license to operate a MHP?

- No Yes License Number: _____

Is the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?

- No Yes

Is the MHP operated on leased real property?

- No Yes Number of years remaining on land lease: _____

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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**

2. Business Information

Legal Name to appear on contract: _____

- Individual Partnership Corporation
 Limited Liability Corporation Governmental Agency Sole Proprietor
 Other

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (The individual(s) who will be the central liaison for the MHP Owner/Operator, the contractor hired by the MHP, the MHP Residents and the Utility).

a. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

b. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**

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

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

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

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

No Yes, Provider Name: _____

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

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

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

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

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

No Yes, Provider Name: _____

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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**

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

To list additional accounts use Attachment "B"

c. Telephone Service (if applicable):

Name of Telephone Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Phone Service Underground Phone Service

Other: _____

d. Cable/Satellite Service (if applicable):

Name of Cable/ Satellite Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Cable Service Underground Cable Service

MHP Owned Cable/Satellite/Phone Service

Other: _____

5. Current Energy Metering Arrangement

Electric

- Master-Meter/Sub-Meter Electric
- Master Electric Meter, no Sub-Meter
- Other: _____

Gas

- Master Meter/Sub-Meter Gas
- Master Gas Meter, no Sub-Meter
- Other: _____

6. Energy Usage/Load Information

a. Electric Load Information

1) Typical MHP Space

Existing MHP Space Main Switch Size
(Meter Panel & Service Termination Enclosure) _____ Amps

Proposed MHP Space Main Switch Size
(Meter Panel and Service Termination Enclosure) 100 Amps

Service will be provided at single phase, 120/240 volts

Average square footage of Mobilehome: _____

Largest square footage of Mobilehome: _____

2) Common Use Area

Common Use Area Electric Service: # 1 Description: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Voltage: _____ Phase: _____ Main Size: _____

Lift Station (_____ HP) MHP Office (_____ KW)

Street Lights (_____ KW) Swimming Pool (_____ KW)

Club House (_____ KW) Area Lighting (_____ KW)

Sprinkler/Irrigation Controls (must be metered) Park Site (_____ KW)

Others _____ (_____ KW)

Common Use Area Electric Service: # 2 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

Lift Station (_____ HP) MHP Office (_____ KW)

Street Lights (_____ KW) Swimming Pool (_____ KW)

Club House (_____ KW) Area Lighting (_____ KW)

Sprinkler/Irrigation Controls (must be metered) Park Site (_____ KW)

Others _____ (_____ KW)

Additional Common Use Area Service - For additional electric common use area service requests use Attachment "B"

3) Streetlighting

- Streetlights to be served under general service rates with common use areas
- Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamp type).

Lamp Type: # 1

High Pressure Sodium Vapor Low Pressure Sodium Vapor

Mercury Vapor Metal Halide

Incandescent LED

Other _____

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

Additional Lamps Types – If the MHP has additional streetlight lamp types, use Attachment "B"

- How are streetlights currently served?
- Served directly from Master meter account
 - Served from MH sub-meter, or MH pedestal
 - Direct unmetered connections

Location, lamp type and wattage of each streetlight fixture should be noted on the Site Plan as described in Section 7.5.

If Street Lighting to be separated from common use load and served unmetered under an applicable streetlight rate schedule, what rate schedule is being requested? _____

4) Self-Generation – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

- Yes (Size of system _____ KW) No

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

5) **Electric Vehicle Charging Station** – Is there currently an Electric Vehicle Charging Station located at the MHP?

- Yes (Charger size _____ kW) No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities' review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) Mobilehome Gas Appliances:

Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.

Typical appliances that can be found in a Mobilehome: (check all that apply)

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

2) Common Use Area

Common Use Area Gas Service: # 1 Description: _____

- Gas Service Delivery Pressure Requested: Standard delivery pressure
 Other (_____psig)

Gas appliances that can be found in common use areas: (check all that applies)

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

Common Use Area Gas Service: # 2 Description: _____

- Gas Service Delivery Pressure Requested: Standard delivery pressure
 Other (_____psig)

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Btu rating: _____

Additional Common Use Area Service - For additional gas common use area service requests use Attachment "B"

7. Additional Documentation

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

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

- 7.6. Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.
- 7.7. The Utility may request additional documentation if more information is needed for the engineering, planning, and construction phases of the conversion.

8. Planning, Engineering and Construction

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

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

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

9. Application Deadline

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

10. Next Steps

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

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

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

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

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

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

11. Cancellation of MHP Application

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

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

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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**

12. MHP Owner/Operator Certification

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

Name of Mobilehome Park

Signature

Name of Owner/Operator

Type/Print Name

Date

Title

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Attachment A - Additional Documentations

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

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

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Attachment B – Additional Information

3. Electric Common Use Area Services:

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

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # _____ Description: _____

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

Common Use Area Electric Service: # _____ Description: _____

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

Common Use Area Electric Service: # _____ Description: _____

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

Common Use Area Electric Service: # _____ Description: _____

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

Attachment B – Additional Information

4. Streetlight Lamp Type

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

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

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

Provide additional sheet as necessary

Common Use Area Gas Service: # _____ Description: _____

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

Common Use Area Gas Service: # _____ Description: _____

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

Common Use Area Gas Service: # _____ Description: _____

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

Common Use Area Gas Service: # _____ Description: _____

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

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

Canceling _____ Original _____ Cal. P.U.C. Sheet No. 300.2
_____ Cal. P.U.C. Sheet No. _____

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT (FORM 913.2 10/2014)

(See Attached Sample)

Advice Letter No. 948-A
Decision No. 14-03-021

Issued by
Justin Lee Brown
Vice President

Date Filed October 13, 2014
Effective _____
Resolution No. _____



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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

RECITALS

WHEREAS, Southwest Gas offers a pilot program under the direction of the California Public Utilities Commission (CPUC or Commission) pursuant to Decision (D.) 14-03-021, whereby master-metered/submetered mobilehome parks (MHP) may elect to convert to direct Utility service (MHP Program).

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

1. General Description of Agreement

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

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

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

Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission's (CPUC's or Commission's) *Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation*, (Form of Intent), and the *Mobilehome Park Utility Upgrade Program Application* (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.
- 1.3. 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 within the MHP that currently receive a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Spaces designated on the MHP Application that are currently able to receive gas service from the existing master-meter/submetered system (Legacy System).
- 1.4. 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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).

- 1.5 This Agreement conforms to D.14-03-021 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, ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

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

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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 review the reasonableness of bids for “Beyond the Meter” work that are received by the MHP Owner/Operator. Southwest Gas and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4 The MHP Owner/Operator understands and agrees that neither Southwest Gas’ consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by Southwest Gas of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that Southwest Gas makes no guarantee or warranty, either expressed or implied, with respect to the Contractor’s work. The MHP Owner/Operator understands and agrees that Southwest Gas will not be liable for any claims related to “Beyond the Meter” facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless Southwest Gas and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing mobilehome residency and compliance with the MHP’s own rules and regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator shall provide, or assist Southwest Gas in obtaining, all rights-of-ways and/or easements on the MHP property that are necessary for the conversion, including but not limited to those required by D.14-03-021.
 - 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage areas and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; and the extent of established lines and levels.
- 5.4.2. The MHP Owner/Operator will own and be responsible for “Beyond the Meter” service facilities. Further, if Southwest Gas installs a Meter Shed to help protect its meter set assembly from potential damage due to the accumulation of snow and ice, the MHP Owner/Operator will own and be responsible for said Meter Shed.
- 5.4.3. Requests for service relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and, if such requests are approved by Southwest Gas, such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations. Southwest Gas will process such requests in accordance with its California Gas Tariff. Such requests for “To the Meter” services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent that they are not governed by a separate contract, costs are set forth in the Attachments to this Agreement. All costs not covered by the MHP Program must be paid in full to Southwest Gas prior to or with the submittal of this Agreement in order for the construction phase to begin.
 - 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

5.4.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order and may need to be redesigned and/or re-engineered. Additional redesigning and/or re-engineering costs are not eligible for reimbursement under the MHP Program.

5.4.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape and temporary facilities prior to the initiation of work by Southwest Gas or the Contractor. Temporary facilities may include, but are not limited to: storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Costs for relocating or removing of such items are not eligible for reimbursements under the MHP Program.

5.4.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the MHP's common areas, such as the office, clubhouse, laundry facilities, streetlights, etc., and the associated "Beyond the Meter" facilities. Utility meters will be installed to serve these facilities and the MHP Owner/Operator will be responsible for payment of Utility bills associated with such meters.

5.5. Existing Distribution System (Legacy System)

5.5.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submetered system (Legacy System) and continue to provide utility service to the MHP Residents until cutover to direct Southwest Gas service. The Legacy System will, at all times, remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if necessary), decommissioning and any environmental remediation.

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.
- Department of Housing and Community Development (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.

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.

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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

5.7. Environmental, Endangered Species and Cultural Resources Review

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

5.9. Construction

5.9.1. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues; 2) procurement of all required permits; and 3) payment for any requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section 5.4.3 of this Agreement; and 4) the execution of the MHP Agreement.

5.9.2. The MHP Owner/Operator shall work cooperatively with Southwest Gas to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of Southwest Gas construction materials and equipment during the project.

5.10. Cutover / Completion of Project

5.10.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of “Beyond the Meter” work.

5.10.2. Cutover cannot occur unless and until Southwest Gas is satisfied that 24 hour access is available to all Utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a Utility-approved locking device with a Utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with Utility keyed keyway, which may activate the controller.

5.10.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MH-Spaces participate in the MHP Program and for discontinuing MHP utility service to all qualifying MH-Spaces no later than 90 days after Southwest Gas is ready to cutover all qualifying MH-Spaces to direct Utility service.

5.10.4. If requested by Southwest Gas, the MHP Owner/Operator shall require the “Beyond the Meter” Contractor to be available to meet and perform joint cutover with Southwest Gas for the individual services within the MHP.

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

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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 6.1.2. Southwest Gas will prepare a preliminary design package for the new gas 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. 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.
- 6.3. Environmental and Cultural Resources Review
- 6.3.1. Southwest Gas shall conduct a “desktop” environmental, endangered species and cultural resources review of the proposed work at the MHP. If the review indicates any environmental, endangered species and cultural resources issues, Southwest Gas will immediately suspend of work at the MHP. Southwest Gas will not resume work on the MHP until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Southwest Gas shall not assume any remediation responsibility or liability. Costs associated with remediation are not eligible for reimbursement through the MHP Program.
- 6.4. Outreach and Education
- 6.4.1. Southwest Gas will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP Residents. If the MHP’s electric service is also being converted, Southwest Gas will, whenever possible, engage in joint outreach efforts with the appropriate electric utility.
 - 6.4.2. During the construction phase, Southwest Gas will work with the MHP Representative to keep the MHP Residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Southwest Gas will work with the MHP Representative to make sure all notices and project information are communicated and distributed in a timely manner.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

6.4.3. Southwest Gas will manage communications with the CPUC, HCD, other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

6.5.1. Southwest Gas will install, or hire a qualified, licensed contractor to install, a new "To the Meter" gas distribution system that will meet all current Utility gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design. Meter Shed installation will occur, if necessary, during the "To the Meter" construction phase.

6.5.2. Southwest Gas will, to the greatest extent possible, consult and coordinate the MHP construction activities with other entities that may jointly serve the MHP, including investor-owned electric utilities, municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.

6.5.3. Southwest Gas may commence construction once the terms of Section 5.9 of this Agreement have been satisfied. Southwest Gas may elect to wait to commence "To the Meter" construction until the MHP Owner/Operator can demonstrate that "Beyond the Meter" facilities have been substantially completed, that such facilities have been approved by the governing inspection authority, and that Southwest Gas has received a copy of any inspection report or verification. Southwest Gas may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by Southwest Gas, and/or as scheduling and availability permits.

6.6. Cutover / Completion of Project

6.6.1. With the exception of Meter Sheds, Southwest Gas will own, operate, and maintain the "To the Meter" gas distribution system within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to all applicable provisions of Southwest Gas' California Gas Tariff.

6.6.2. Existing MHP Residents within the MHP will be converted to direct Utility service and will be served under Southwest Gas' California Gas Tariff, except as otherwise provided herein, and/or in Rule No. 23.

6.6.3. If the cutover of all eligible MH-Spaces within an MHP is expected to take longer than 30 days, the utility may adjust the discount on a monthly basis, based upon the number of spaces that have been cutover to direct utility service. Upon conversion of all eligible MH-Spaces within the MHP, the utility will terminate the discount in its entirety.

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

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8. Delay and Suspension of Work

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

9. Termination

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 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.
- 9.1.4. Cancelled MHP Agreements may, at Southwest Gas' option, result in the removal of the MHP from 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. Requests for service relocations, rearrangements and upgrades are not covered by the MHP Program.
- 10.3. 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. The MHP Program will not cover or reimburse costs associated with any modification or retrofit of the mobilehome or manufactured home.
- 10.4. As soon as practicable and after the jurisdictional authorities have inspected and approved operation of the "Beyond the Meter" work, the MHP Owner/Operator may submit invoices to Southwest Gas for "Beyond the Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Spaces compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond the Meter" work will be paid to the MHP Owner/Operator after the final cutover to direct Southwest Gas service. Southwest Gas reserves the right to require the MHP Owner/Operator to provide proof of payment to the "Beyond the Meter" Contractor prior to issuing any reimbursements.
- 10.5. 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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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 Upgrade Program Agreement and all attachments hereto, the MHP Application and Southwest Gas' Rule No. 23. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

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

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (Force Majeure Event), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

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

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

Name of Mobilehome Park

Name of Owner/Operator

Signature

Print Name

Title

Date

SOUTHWEST GAS CORPORATION

Signature

Print Name

Title

Date



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment A Documents and Declaration

A. Additional Documentation

As described in CPUC Decision (D.) 14-03-021 and Section 1 of this Agreement, the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Upgrade Program:

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

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

B. Declaration of Non-Condemnation

In accordance with D.14-03-021, and subject to the requirements of Southwest Gas’ Rule No. 23, each MHP participating in the MHP Utility Upgrade 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 UPGRADE 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 Contactor shall be based on the "most cost-effective option." Southwest Gas reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the "Beyond the Meter" work. Southwest Gas and the CPUC encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

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

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

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



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Attachment B Contractor Selection

Secondary Contractor (if required)

• Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all "Beyond the Meter"
work for the MHP (See Attachment C) \$ _____



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Project

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Rule No. 23 of its California Gas Tariff, Southwest Gas Corporation (Southwest Gas or Utility) is offering the Mobilehome Park Utility Upgrade Program to convert existing privately owned master-meter/sub-metered natural gas distribution service within Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service for eligible spaces within MHP.

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

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



MOBILEHOME PARK UTILITY UPGRADE 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

Costs Not
Covered by the
MHP Program

Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]

\$ _____

Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]

\$ _____

Other – Includes, but is not limited to, easement estimates, and other costs associated with the project.

\$ _____

\$ _____

Total

\$ _____

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



MOBILEHOME PARK UTILITY UPGRADE 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)

	<u>Cost Covered by the MHP Program</u>	<u>Costs Not Covered by the MHP Program</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the PG&E 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 UPGRADE 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 reimburseable 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 UPGRADE 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



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Attachment E

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

MHP Owner/Operator: _____

MHP Name: _____

Address: _____

Requests for service modifications may be made directly to Southwest Gas by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations, These modifications, and associated costs, are not reimburseable 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 Program

1. Amount Due from Mobilehome Owner to Southwest Gas

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

2. Amount Due from Mobilehome Owner to the Contractor

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

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

