

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



December 22, 2014

Rasha Prince
Director- Regulatory Affairs
Southern California Gas Company
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

Subject: Southern California Gas Company Advice Letters 4673-A, and 4673-B

Dear Ms. Prince:

Southern California Gas (SoCalGas) Advice Letter 4673-A, and Advice Letter 4673-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 SoCalGas, to implement the requirements of the program. Ordering Paragraph 9 required SoCalGas 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.

SoCalGas submitted Advice Letter (AL) 4673 on July 30, 2014 in compliance with D.14-03-021. As requested by Energy Division Staff, the AL was supplemented by Advice Letters 4673-A and 4673-B. The supplements meet the requirements of Ordering Paragraph 9 of D. 14-03-021.

ORA's Protest to AL 4673: On September 15, 2014, the Office of Ratepayer Advocates (ORA) filed a very late protest to AL 4673. 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 SoCalGas 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 4673-A, SoCalGas 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 4673: 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 SoCalGas AL 4673.

SoCalGas filed supplemental advice letters AL 4673-A and AL 4673-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 4673, SoCalGas submitted AL 4673-A on September 25, 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 4673-B. On November 14, 2014 SoCalGas submitted AL 4673-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



Rasha Prince
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.5141
Fax: 213.244.4957
RPrince@semprautilities.com

September 25, 2014

Advice No. 4673-A
(U 904 G)

Public Utilities Commission of the State of California

Subject: Supplement: Establishment of Rule No. 44, Mobilehome Park Utility Upgrade Program in Compliance with Decision (D.) 14-03-021

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) a new Rule No. 44, Mobilehome Park Utility Upgrade Program (MHP Program) and sample forms, applicable throughout its service territory, as shown in Attachment A.

Purpose

This supplemental filing replaces in its entirety Advice No. (AL) 4673 filed on July 30, 2014, revising proposed Rule No. 44, including the Mobilehome Park Utility Upgrade Program Application (Form 8208) and Mobilehome Park Utility Upgrade Program Agreement (Form 8210). It incorporates suggestions made by the Western Manufactured Housing Community Association (WMA), the Office of Ratepayer Advocates (ORA), the Commission's Energy Division (ED) and Safety and Enforcement Division (SED), and California Department of Housing and Community Development (HCD).

In a September 8, 2014 meeting, SoCalGas, San Diego Gas and Electric, Pacific Gas & Electric, Southern California Edison, Southwest Gas, Liberty Utilities, Pacific Power, Bear Valley Electric Service (collectively referred to as the Utilities), along with SED, ED and HCD, agreed that the name of the MHP Program be changed to Mobilehome Park Utility Upgrade Program.

This filing is in compliance with Ordering Paragraph (OP) 9 of D.14-03-021 which directs each electric and/or gas corporation to file a Tier 2 Advice Letter for approval of new tariffs to establish a voluntary program that contains all of the MHP Program components in D.14-03-021.

Background

In February 2011, the Commission issued an Order Instituting Rulemaking, R.11-02-018 to examine what should be done to encourage mobilehome parks and manufactured housing communities to transfer to direct utility service.

On March 14, 2014, the Commission issued D.14-03-021 which adopted a three-year “living pilot” program to incentivize voluntary conversions of master-metered service at mobilehome parks (MHP). D.14-03-021 directs the Utilities to establish a program to convert on a combined “to the meter” and “beyond the meter” basis approximately 10% of the spaces within their service territories over the pilot’s three-year term, which runs from January 1, 2015 to December 31, 2017.

As directed in D.14-03-021, the Utilities have been working with the SED, as well as HCD to discuss the development of the MHP Program, associated tariffs, and Outreach and Education Plans. In addition to the components of the MHP Program that were described in D.14-03-021, SoCalGas proposes to implement the following recommendations that were 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. SoCalGas has learned from the WMA that most leases for MHPs are for 50 years in duration and that most of these are in the later stages of their lease. During the July 11, 2014 meeting discussion with SED, HCD and the Utilities, it was apparent that the length of depreciation requirement that Utilities would apply varied from 20 to 60 plus years among Utilities. 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, SoCalGas proposes to utilize a standardized minimum value of 20 years as good faith proof of the land lease, per the requirements contained in OP 6 of D.14-03-021, and as recommended by SED. A minimum 20-year lease requirement will allow for a larger number of MHPs on leased property to be eligible for the MHP Program, and may potentially include those in most need of the conversion. This requirement is included in Attachment A of the MHP Agreement. While D.14-03-021 does not specifically address this question, it clearly calls for flexibility and best efforts to meet specific goals and target dates and refers to the concept of a “living pilot” program. As a “living pilot”, D.14-03-021 establishes targets, but also seeks to better understand the realities and complexities related to system conversions; SED and the Utilities are in agreement that any project in which the construction phase starts in 2017 would be allowed to finish, even if that occurs after December 31, 2017. In addition, SoCalGas will be able to seek recovery for projects completed in 2018.
2. SoCalGas will coordinate its efforts with the other Utilities on projects that are served by dual Utilities. As discussed with SED, the Utilities will have flexibility to exceed the 10% conversion goal if it 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.

Furthermore, SoCalGas has reached out to telecommunications and municipal utility providers to inform them of the MHP Program. As of July 2014, SoCalGas has reached out to the Los Angeles Department of Water and Power, WMA, Riverside Public Service, and Imperial Irrigation District. Also, SoCalGas plans to actively continue its outreach efforts to discuss interest in the MHP Program with other providers in SoCalGas' service territory.

New Rule No. 44 – Mobilehome Park Utility Upgrade Program

SoCalGas proposes a new Rule No. 44 to establish a voluntary conversion program to convert master-metered natural gas distribution service to direct utility service.

Rule No. 44 is a consensus document that was developed by all the Utilities involved with the MHP Program and outlines the general provisions of the MHP Program that will be similar across the Utilities which include: applicability and eligibility requirements of the MHP Program, MHP Program components described in D.14-03-021, and interactions with other tariffs which include the "grandfathering" of certain provisions as the mobilehome residents become new SoCalGas customers. As ordered in D.14-03-021, new customer credit checks and service deposits will be waived at the time of service cut over. Additionally, SoCalGas will, on a one-time basis, waive the Service Establishment Charge (SEC) which includes the customer credit check. SoCalGas will recover the costs of the SEC in SoCalGas' Master Meter Balancing Account.

Rule No. 44 also includes language to describe the following documents that MHP Owners/Operators who elect to participate in the MHP Program must complete and/or execute:

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

This is the initial application the MHP Owner/Operator must submit to SED, with a copy to SoCalGas, to express interest in the MHP Program.

- **Mobilehome Park Utility Upgrade Program Application**

This is a single detail MHP Application that the MHP Owner/Operator must provide the Utility with pertinent detail information about the MHP that is necessary for the Utility to initiate the engineering phase of the conversion project. The MHP Owner/Operator will need to complete this Application after the MHP has been preliminarily selected to participate in the pilot by SED. This application is filed herein as Form 8208.

- **Mobilehome Park Utility Upgrade Program Agreement**

This is a consensus document that was developed by all the Utilities involved with the MHP Program and provides the detailed terms and conditions of the MHP Program. This will be the agreement signed by the MHP Owner/Operator agreeing to comply with all general rules, rights and obligations of the MHP Program. This agreement is filed herein as Form 8210.

Redlined versions of the tariffs filed in AL 4673 are available upon request.

Protest

Anyone may protest this AL to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing. To avoid delay in implementing the MHP Program, the Utilities request that the protest period be shortened to 10 days from the date of this AL, which is October 6, 2014. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is given below.

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

A copy of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No. (213) 244-4957
E-mail: snewsom@SempraUtilities.com

Effective Date

SoCalGas believes that this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to General Order (GO) 96-B. In compliance with OP 9 of D.14-03-021 which directs the Utilities to file a Tier 2 Advice Letter on or before July 30, 2014, SoCalGas respectfully requests that this filing be approved on August 29, 2014, which is 30 calendar days from the date AL 4673 was filed.

Notice

A copy of this advice letter is being sent to SoCalGas' GO 96-B service list and the Commission's service list in R.11-02-018. Address change requests to the GO 96-B should be directed by electronic mail to tariffs@socalgas.com or call 213-244-3387. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or by electronic mail at Process_Office@cpuc.ca.gov

Rasha Prince
Director- Regulatory Affairs

Attachments

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. **SOUTHERN CALIFORNIA GAS COMPANY (U 904G)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Sid Newsom

Phone #: (213) 244-2846

E-mail: SNewsom@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 4673-A

Subject of AL Supplement: Establishment of Rule No. 44, Mobilehome Park Conversion Program in
Compliance with Decision (D.) 14-03-021

Keywords (choose from CPUC listing): Mobile Home Parks

AL filing type: Monthly Quarterly Annual 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 No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: No

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 9/25/14

No. of tariff sheets: 14

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

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: Rule No. 44, Sample Forms and TOCs

Service affected and changes proposed¹: See Advice Letter

Pending advice letters that revise the same tariff sheets: None

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

EDTariffUnit@cpuc.ca.gov

Southern California Gas Company

Attention: Sid Newsom

555 West 5th Street, GT14D6

Los Angeles, CA 90013-1011

SNewsom@semprautilities.com

tariffs@socalgas.com

¹ Discuss in AL if more space is needed.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

A. General

SoCalGas offers the Mobilehome Park Utility Upgrade Program (MHP Program) as a voluntary three-year living pilot program to convert approximately 10 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within SoCalGas' service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both "To-the-Meter" and "Beyond-the-Meter") and common use services within the entire MHP will be converted from master-metered natural gas distribution service to direct SoCalGas distribution and service (Distribution System).

B. Applicability

The MHP Program is available to all eligible master-metered submetered MHPs within SoCalGas' service territory, as defined in Section C below. Recreational vehicle parks and spaces are not eligible for the MHP Program.

C. MHP Program Eligibility

1. MHPs must meet all of the following criteria to be eligible for the MHP Program. MHP Program eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct service from SoCalGas.
 - a. Receive natural gas through a single master meter, own and operate the distribution system with associated submeters and furnish natural gas to residents;
 - b. Take natural gas service under one of the following rate schedules:
 - 1) Schedule No. GS – Submetered Multi-Family Service;
 - 2) Schedule No. GM – Multi-Family Service;
 - 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 time that the MHP Program Agreement is executed by SoCalGas; and
 - e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Sep 25, 2014
EFFECTIVE _____
RESOLUTION NO. _____

Rule No. 44

Sheet 2

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

(Continued)

C. MHP Program Eligibility

2. MHP Owners/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following 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 (CPUC's Form of Intent);
 - b. Mobilehome Park Utility Upgrade Program Application (MHP Program Application) (Form 8208); and
 - c. Mobilehome Park Utility Upgrade Program Agreement (MHP Program Agreement) (Form 8210).

D. MHP Program Components

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2015, through March 31, 2015 (90-day period). The MHP Owner/Operator must complete and submit the CPUC's Form of Intent concurrently to both the Safety and Enforcement Division (SED) of the CPUC and SoCalGas. CPUC's Forms of Intent received after the 90-day period will be placed on a waiting list.

a. Prioritization of CPUC's Form of Intent

1) CPUC's Form of Intent will be reviewed as follows:

- (a) SED will prioritize MHPs that are gas only or dual system (gas and electric service); and
- (b) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only. MHPs whose CPUC's Forms of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.

- 2) SoCalGas will receive a list of pre-qualified CPUC's Forms of Intent from SED and HCD. SoCalGas will then contact the MHPs with the highest priority to participate in the MHP Program until the MHP Program goal is achieved. SoCalGas will undertake its best efforts to communicate and coordinate with other utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies, where possible.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Sep 25, 2014
EFFECTIVE Aug 29, 2014
RESOLUTION NO. _____

Rule No. 44

Sheet 3

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

(Continued)

D. MHP Program Components (Continued)

2. MHP Program Application

- a. After an MHP has been initially contacted by SoCalGas to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Program Application. The MHP Program Application requests additional information that the MHP Owner/Operator should provide to enable SoCalGas to commence the engineering and planning process for the new MHP Distribution System.
- b. Upon receipt of a completed MHP Program Application and necessary documentation from the MHP Owner/Operator, SoCalGas will commence engineering and planning a new MHP Distribution System.

3. MHP Program Agreement

- a. After SoCalGas has engineered and planned the new MHP Distribution System and SoCalGas has received the name of the MHP's Contractor and the cost for the "Beyond-the-Meter" work, SoCalGas will prepare the MHP Program Agreement for signature.
- b. The conversion project will commence upon:
 - 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues;
 - 2) procurement of all required permits;
 - 3) payment for any applicable re-arrangements/relocation of facilities or addition of new gas facilities; and
 - 4) the execution of the MHP Program Agreement.

4. Construction

- a. SoCalGas will perform or select a qualified, licensed contractor to perform all necessary "To-the-Meter" construction, plumbing, and natural gas work as set forth in this Rule and the MHP Program Agreement.
- b. The MHP Owner/Operator's selected Contractor will perform all necessary "Beyond-the-Meter" construction, and/or gas, plumbing work as set forth in this Rule and the MHP Program Agreement.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Sep 25, 2014
EFFECTIVE Aug 29, 2014
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Rule No. 44

Sheet 5

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

(Continued)

D. MHP Program Components (Continued)

8. Reimbursement to MHP Owner/Operator

SoCalGas will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. These expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with "Beyond-the-Meter" cost to serve common areas, service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. The amount eligible for reimbursement will be stated in the MHP Program Agreement.

9. Payment to SoCalGas

If applicable, any costs associated with service relocations, rearrangements and upgrades that are not covered by the MHP Program or in excess of what the MHP Program requires must be paid in full to SoCalGas prior to or included with the submittal of the MHP Program Agreement in order for the construction phase to begin.

E. Interaction with Other Tariffs

1. MHP Residents

Upon conversion, MHP residents will be subject to SoCalGas' effective Tariffs, which can be found at www.socalgas.com, with the following exceptions:

- a. Rule No. 07, Deposits: Existing MHP residents who become customers of SoCalGas, through the MHP Program, will be deemed "grandfathered" into their SoCalGas service accounts and, on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Rule No. 09.
- b. CARE Program: Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) Program through the MHP master-meter/submeter distribution system and become customers of SoCalGas through the MHP Program will be deemed "grandfathered" into the CARE Program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE Program. This will be a one-time exception to the CARE Program at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE Program.

(Continued)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

(Continued)

E. Interaction with Other Tariffs (Continued)

1. MHP Residents (Continued)

- c. Medical Baseline Allowance: Existing MHP residents who receive the medical baseline allowance through the MHP master-meter/submeter distribution system and become customers of SoCalGas through the MHP Program will be deemed “grandfathered” and will continue to receive the same medical baseline allowance without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the medical baseline allowance at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Allowance.
- d. Service Establishment Charge: Existing MHP residents who become customers of SoCalGas through the MHP Program will be deemed “grandfathered” into their SoCalGas service account, whereby MHP residents, on a one-time basis, will not be charged fees associated with service establishment or service connection. This will be a one-time exception to the Service Establishment Charge.

2. MHP Owner/Operator(s)

Utility service provided by SoCalGas to the MHP Owner/Operator(s) is subject to SoCalGas’ effective Tariffs, which can be found at www.socalgas.com, with the following exceptions:

- a. Rule No. 15, Gas Main Extensions: Because SoCalGas will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Rule No. 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to, applicants’ responsibilities; allowances; contributions or advances; refunds; and design and installation options.
- b. Rule No. 21, Gas Service Extensions: Because SoCalGas will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Rule No. 21 that cover applicant responsibilities or options are not applicable to MHP Owners/Operators while participating in the MHP Program. This may include, but is not limited to, applicants’ installation options, allowances and payment.

Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Rule No. 21 may be waived by the Utility during MHP Program participation. In consultation with the MHP Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location in the mobilehome park as designated and approved by SoCalGas.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Sep 25, 2014
EFFECTIVE _____
RESOLUTION NO. _____

Rule No. 44
MOBILEHOME PARK UTILITY UPGRADE PROGRAM

Sheet 7

(Continued)

F. Definitions and Acronyms

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in SoCalGas' tariffs are also found in Rule No. 01.

1. MHP PROGRAM AGREEMENT – The Mobilehome Park Utility Upgrade Program Agreement (Form 8210).
2. BEYOND-THE-METER – Gas “Beyond-the-Meter” facilities include the gas equipment to establish the Service Delivery Point as identified in the “Required Service Equipment” of Rule No. 21, along with the infrastructure necessary to complete the extension of facilities from the gas metering facility to the exterior coach line stub. The Utility 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 or the mobilehome owner. The exterior coach line stub outlet will continue to be part of the mobilehome and be the responsibility of the mobilehome owner.
3. COMMON USE AREA – Designated building(s), areas, or facilities within an MHP that is (are) intended to be used by all the park residents or the MHP Owner/Operator. Energy costs for servicing the common area are paid for by the MHP Owner/Operator.
4. MHP PROGRAM APPLICATION – The Mobilehome Park Utility Upgrade Program Application (Form 8208).
5. HCD – California Department of Housing and Community Development. HCD administers and enforces uniform statewide standards which assure owners, residents and users of mobilehome parks protection from risks to their health and safety.
6. CPUC’s FORM OF INTENT – The CPUC’s Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to direct service from electric or gas corporation (Appendix C of D.14-03-021).
7. 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 a 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.
8. MOBILEHOME SPACE (MH-Space) – Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Sep 25, 2014
EFFECTIVE _____
RESOLUTION NO. _____

Rule No. 44

Sheet 8

MOBILEHOME PARK UTILITY UPGRADE PROGRAM

(Continued)

F. Definitions and Acronyms (Continued)

1. **MOBILEHOME PARK OWNER/OPERATOR (MHP Owner/Operator)** – The party that has legal obligation for the MHP.
2. **MHP RESIDENT** – A person who has tenancy in a mobilehome park under a rental agreement or who lawfully occupies a mobilehome.
3. **SED** – California Public Utilities Commission’s Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, highway/rail crossings, licensing, consumer protection, safety oversight of motor carriers of passengers, household goods, water vessels, and regulatory oversight of hot air balloons and some air carriers.
4. **SERVICE DELIVERY POINT** – Where SoCalGas’ Service Facilities are connected to applicant's pipe (house line), normally adjacent to the location of the meter.
5. **TO-THE-METER** – Gas “To-the-Meter” facilities include all gas facilities (e.g. connection fittings, pipe, valves, riser, regulator and meters) including substructures necessary to complete the gas distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by SoCalGas.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED Sep 25, 2014
EFFECTIVE _____
RESOLUTION NO. _____

SAMPLE FORMS - APPLICATIONS
MOBILEHOME PARK UTILITY UPGRADE
PROGRAM APPLICATION, Form 8208

N
N
N

(See Attached Sample)

N

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Sep 25, 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's 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 space (MH) 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"/>	N/A	<i>Pacific Power, a Division of PacifiCorp</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</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: _____

- | | | |
|--------------------------------------------------------|----------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other | | |

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (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: _____

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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**

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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: # 1 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

Common Use Area Electric Service: # 2 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

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

3) Streetlighting

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

Lamp Type: # 1

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

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

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

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

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

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? _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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

Yes (Size of system _____ KW) No

5) Electric Vehicle Charging Station – Is there currently 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 Utility's standard service delivery pressure per Rule No. 2.*

Requests for elevated service delivery pressure require the Utility's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility's 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 No. 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 No. 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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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

Additional Common Use Area Service - For additional gas common use area service requests, use 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 for 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.
- 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

8. Planning, Engineering and Construction

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

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

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

9. Application Deadline

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

10. Next Steps

Upon the Utility's review and acceptance of this Application, and the accompanying documentation supplied by the MHP Owner/Operator, the Utility will initiate the 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 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 preliminarily 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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 estimated 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.

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 its 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 MHO 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 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

Attachment B of this Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- Electric Service Account Information
- Natural Gas Service Account Information
- Electric Common Use Area Services Information
- Streetlight Lamp Type
- Gas Common Use Area Services Information
- No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

Please list any additional Electric Service Accounts Numbers currently serving the MHP that is not provided in the MHP Application.

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

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

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: # _____

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

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

Lamp Type: # _____

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

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

Lamp Type: # _____

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

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

Lamp Type: # _____

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

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

Lamp Type: # _____

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

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

MOBILEHOME PARK

UTILITY 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: _____ | | |

SAMPLE FORMS - CONTRACTS
MOBILEHOME PARK UTILITY UPGRADE
PROGRAM AGREEMENT, Form 8210

N
N
N

(See Attached Sample)

N

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4673-A
DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Sep 25, 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 the Utility, "Southern California Gas Company" (SOCALGAS or "Utility"), wherein SOCALGAS is a corporation organized and existing under the laws of the state of California. From time to time, MHP Owner/Operator and SOCALGAS shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, SOCALGAS 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, with costs for "to-the-meter" and "beyond-the-meter" work to be borne by SOCALGAS (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered utility system(s) in its MHP to direct service from SOCALGAS under the MHP Program.

In accordance with the foregoing premises, the Parties agree as follows:

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 the MHP Rule (Rule No. 44), which this Agreement is intended, in part, to effectuate. This Agreement and Rule No. 44 shall govern the business relationship between the Parties hereto by which the entire private electric and/or natural gas distribution system servicing the mobilehome park or manufactured housing communities ("MHP") is replaced with direct SOCALGAS electric and/or gas distribution and service system, including all Mobilehome Spaces (MH-Spaces), common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct SOCALGAS service

Gas Only

If the gas or electric service at the MHP is provided by a different utility, please provide the name of the utility who provides the other service.

Electric Gas Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the CPUC's "Form of Intent" and the MHP Application (Form 8208), and continue to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility Upgrade Program ("MHP Program"). Each Party agrees to undertake specific activities and responsibilities set forth in this Agreement and previous documents, on behalf of the individual MH-spaces at the MHP.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 1.4. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to the number of occupied residential MH-Spaces within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Spaces that are designated on the MHP Application that are currently able to receive gas service from the existing master-metered/submetered system (Legacy System).
- 1.5. SOCALGAS will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules as described in Section 5.4. Common use area costs are summarized in Attachment C of this Agreement.
- 1.6. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in Rule No. 44: (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 time that the MHP Agreement is executed by the Utility; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.7. This Agreement has been developed as part of the CPUC’s regulatory process, and conforms to CPUC D.14-03-021. The Agreement has been filed and approved by the CPUC for use between SOCALGAS and the MHP Owner/Operator, and 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 Commission may direct from time to time 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. 44 which may be amended from time to time by the CPUC.
- 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 regulatory directives, Federal laws, City and County

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

ordinances and recognized professional standards in accordance with the requirements of this Agreement.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to SOCALGAS.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. SOCALGAS and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. SOCALGAS reserves the right to withdraw the MH-space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 9 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

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

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

In consultation and coordination with SOCALGAS, the MHP Owner/Operator shall designate in Attachment B, attached hereto and incorporated herein, the name of the qualified licensed Contractor that the MHP Owner/Operator has selected to perform all necessary "Beyond-the-Meter" construction work for the project. In all instances, the work performed by the Contractor must meet SOCALGAS' current standards as specified in the Utility's Gas Service Requirement manual and have approval from the governing inspection authority.

Bids provided by the contractor shall be based on the "most cost-effective option" to provide the "Beyond-the-Meter" work to the MHP. SOCALGAS reserves the right to review the reasonableness of the bid from the Contractor selected by the MHP Owner/Operator to perform the "Beyond-the-Meter" work. SOCALGAS encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If SOCALGAS 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility of assuring compliance of all state and local laws governing mobilehome residency and compliance with all park rules and regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator of the real property shall provide or assist in obtaining rights-of-ways or easement as described in the Utility's Main and Service Extension Rules (Rule No. 20 and No. 21).
 - 5.2.2. SOCALGAS shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /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 all applicable SOCALGAS tariffs. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller. Non-electric gates to the park shall be equipped with an approved utility lock keyed with the utility keyway.
- 5.3. Engineering and Planning – Gas Distribution System
 - 5.3.1. MHP Owner/Operator and its Contractor will design the "Beyond-the-Meter" gas system and secure any necessary permits. Contractor shall meet the code and regulation requirements of the inspecting agency for the installation of the gas house line.
 - 5.3.2. SOCALGAS will design and install a natural gas service line to deliver sufficient volume at SOCALGAS' 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 under SOCALGAS' current Rules and Tariffs.
- 5.4. Engineering and Planning – General
 - 5.4.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the Work. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to SOCALGAS 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 area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on Drawings; the extent of established lines and levels;
 - 5.4.2. The Owner/Operator of the MHP will continue to own and be responsible for the "Beyond-the-Meter" service facilities. SOCALGAS will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. SOCALGAS will not

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

provide the service panel and “Beyond-the-Meter” reimbursements for these common area services. Request for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program, but approved by SOCALGAS, will be designed under the guidance of the Service Relocation and Rearrangement provisions of Rule No. 21. The MHP Owner/Operator will be responsible for such charges and shall be listed in Attachments C and D of this Agreement.

- 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 such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may only be made by MH Owners in resident-owned MHPs directly to the Utility and as permitted by the MHP’s Rule and Regulations. SOCALGAS will process such requests under current applicable Tariffs. 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. Service modification costs that are the responsibility of MHP Owner/Operator or MHP resident requesting the modifications shall be listed in Attachments C, D & E of this Agreement. All costs not covered by the MHP Program, must be paid in full to SOCALGAS prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
 - 5.4.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with “To-the-Meter” service modifications that are not covered by the MHP Program that were requested on behalf of the MHP residents and due to SOCALGAS under the current Rules and Tariffs and forward those payments to SOCALGAS.
 - 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), shall be the sole responsibility of the requesting party and not be subject to Utility reimbursement.
 - 5.4.3.3. Any requests for service 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 redesigned and/or re-engineered costs will be the sole responsibility of the requesting party.
- 5.4.4. The MHP Owner/Operator shall be responsible to assure that the worksite where the new “To-the-Meter” and the “Beyond-the-Meter” facilities will be located will be free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by SOCALGAS and/or the Contractor. Relocation or removal of such obstructions as agreed to by SOCALGAS is the responsibility of the MHP Owner/Operator and will not be covered by the MHP Program, unless previously approved by SOCALGAS. Temporary facilities may include, but is not limited to; storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

5.4.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities and the MHP Owner/Operator will be financially responsible for the energy usage recorded by the meter(s). Energy charges will be based on the applicable tariff.

5.5. Existing Distribution System (Legacy System)

5.5.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system (legacy system) and continue to provide utility service to the MHP residents until cutover to the new direct SOCALGAS service system. Throughout utility construction and after the cutover, the existing system will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification post construction removal (if required), and any environmental remediation, as appropriate. The existing legacy system will remain the property and responsibility of the current MHP Owner/Operator. If necessary, further decommissioning or removal of the existing system, will be the responsibility of the MHP Owner/Operator.

5.5.2. SOCALGAS shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and SOCALGAS shall isolate the new and existing legacy systems. SOCALGAS shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the sub-metered distribution system be necessary to complete the conversion to direct utility service from SOCALGAS, such costs may, at SOCALGAS' discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

5.5.3. If the MHP has an existing propane gas distribution system, SOCALGAS will, upon request, replace it with a natural gas distribution system, provided that: 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Gas Main and Service Extension Rules (Rule No. 20 and No. 21) and would not qualify under the MHP Program.

5.6. Permits

5.6.1. Except for routine, ministerial construction permits to be acquired by SOCALGAS 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 not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations.

The work performed by the MHP Owner/Operator's Contractor will include submittal of building permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority.

The Utility may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by SOCALGAS will 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, must continue to remain with each MHP owner and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.
- 5.7.2. Any existing environmental, endangered species and cultural resources issues that are identified during the MHP Program will result in the immediate suspension of work at the MHP. The MHP Owner/Operator will be responsible to work with the appropriate experts and/or agency with jurisdictional authority to develop and implement an impact avoidance and mitigation plan to resolve these issues prior to work resuming at the MHP. If required, MHP may be granted additional time by SOCALGAS to resolve environmental, endangered species and cultural resources issues prior to completing the project, however, the extension will not extend past the pilot period of the MHP Program, unless approved by the CPUC.

5.8. Outreach and Education

- 5.8.1. The MHP Representative will be the central liaison for the MHP and will be responsible for relaying project information to MHP residents and to SOCALGAS. The MHP Representative will be the channel by which SOCALGAS will provide MHP Program information and project status updates to the MHP Owner/Operator and the MHP residents. The MHP Representative will also be the channel by which the contractor hired by the MHP Owner/Operator to perform "Beyond-the-Meter" work will provide status updates to SOCALGAS. The MHP Representative shall assure that such notices are communicated or distributed to the appropriate party in a timely manner.
- 5.8.2. All costs associated with the MHP Representative in performing the duties associated with the MHP Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 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 grants SOCALGAS the rights to contact the residents of the MHP directly, to inform the MHP residents about the MHP Program, accounts setup and other programs and services that soon 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 MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different from 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 its Contractor works with SOCALGAS and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work of the project. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with SOCALGAS communications and distributed in a timely manner.

5.9. Construction

- 5.9.1. Prior to signing this Mobilehome Park Utility Upgrade Program Agreement, each MHP Owner/Operator, in consultation and coordination with SOCALGAS, shall select and hire a qualified licensed Contractor to perform all necessary "Beyond-the-Meter" construction, plumbing and/or electrical work consistent with Section 4 of this Agreement. Coordination of Work: The MHP Owner/Operator shall assure that its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with SOCALGAS and other affected Parties to ensure that the project is completed in a timely and cost efficient manner with the least inconvenience to MHP residents.
- 5.9.2. MHP Owner/Operator shall assure that its contractors are aware and abide by all safety requirements described in Section 7 of this Agreement. Construction of the conversion project may commence once all of the terms pursuant to Section D.3.b of Rule No. 44 have been achieved.
- 5.9.3. The MHP Owner/Operator shall work cooperatively with SOCALGAS to resolve various construction issues that may arise during the project, such as providing an acceptable site for storage of SOCALGAS' construction materials and equipment during the project.

5.10. Cutover / Completion of Project

- 5.10.1. Prior to cutover, jurisdictional authorities must inspect and approved installation of the "Beyond-the-Meter" work.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 5.10.2. Cutover cannot occur until SOCALGAS 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 program and for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after SOCALGAS is ready to cutover all qualifying MH-spaces to direct Utility service.
- 5.10.4. If requested by SOCALGAS, the Contractor shall be available to meet and perform joint cutover with SOCALGAS for the individual services within the MHP. SOCALGAS will coordinate with the Contractor to jointly meet to perform this work.
- 5.10.5. Upon cutover to the new distribution system, the MHP Owner/Operator will take ownership of all "Beyond-the-Meter" facilities and will be responsible for all maintenance associated with the facilities.
- 5.10.6. The MHP Owner/Operator shall have its Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

- 6.1.1. SOCALGAS will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current Utility design standards and applicable codes, regulations and requirements. Each MH-Space and the common use areas will become a direct customer of SOCALGAS after the conversion. The system design will use the most economic, convenient and efficient service route. This will ensure that the facilities are consistent with existing Utility facilities and can be incorporated into routine Utility inspection and maintenance programs.

In addition, SOCALGAS will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system, to the extent possible and allowed by current codes and regulations and where it is the most cost-effective option.

- 6.1.2. SOCALGAS will prepare a preliminary design package for the new electric and/or gas system; and prepare all necessary land rights documents.
- 6.1.3. SOCALGAS will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and will specify any barriers required for the protection of the metering service equipment. SOCALGAS will have the final approval of the location of the meter.

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- 6.1.4. SOCALGAS 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. SOCALGAS will design and install the “To-the-Meter” facilities to accommodate a service equivalent to the existing service.
- 6.1.6. With the exception of the 100 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under SOCALGAS’ current Rules and Tariffs. Such request can be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs, will be the sole responsibility of the requesting party.
- 6.1.7. If applicable, SOCALGAS will design and install a natural gas service line and Excess Flow Valves (EFV) at each individual MH-Space to deliver sufficient volume at SOCALGAS’ standard delivery.
- 6.1.8. Vacant MH-Spaces will receive a stub to the location of the future “Service Delivery Point” during the MHP Program. When a previously vacant space becomes occupied subsequent to service activation, service will be extended under the existing distribution and/or service extension rules.

6.2. Permits

- 6.2.1. SOCALGAS will acquire routine, ministerial construction permits, such as encroachment permits necessary for Utility trenching within public rights-of-way. All other permits are the responsibility of the MHP Owner/Operator as stated in Section 5.6 of this Attachment.
- 6.2.2. SOCALGAS will review all permits prior to construction. No work will be performed by SOCALGAS or the Contractor under the MHP Program until the MHP’s Owner/Operator and/or SOCALGAS obtains the required permits.

6.3. Environmental and Cultural Resources Review

- 6.3.1. SOCALGAS shall conduct a desktop environmental, endangered species and cultural resources review of the proposed work at the MHP and where that review indicates any environmental, endangered species and cultural resources issues, SOCALGAS will immediately suspend the work at the MHP. SOCALGAS will not resume work on the MHP until it has received authorization from appropriate experts and/or agency with jurisdictional authority that the issues have been resolved and that the project can proceed. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, must continue to remain with each MHP owner and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.

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6.4. Outreach and Education

- 6.4.1. SOCALGAS will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.
- 6.4.2. During the construction phase, SOCALGAS 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. Information provided by SOCALGAS will include, but is not limited to, “transition kits” for the MHP residents with information about: construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rates for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. SOCALGAS will work with the MHP Representative to make sure all notices and project information is communicated and distributed in a timely manner.
- 6.4.3. SOCALGAS will manage communications with the CPUC, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, on the MHP Program activities.

6.5. Construction

- 6.5.1. Under the MHP Program, SOCALGAS will install, or select a qualified licensed contractor to install the new “To-the-Meter” electric and/or gas distribution systems that will meet all current utility electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design in the MHP Agreement.
- 6.5.2. SOCALGAS will consult and coordinate the MHP activities with other Utilities that may jointly serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. Once the terms of Section 5.9.2 have been achieved, the conversion project may commence. SOCALGAS may elect to wait to commence “To-the-Meter” construction until the MHP Owner/Operator can demonstrate its qualified contractor has substantially completed construction of the “Beyond-the-Meter” facilities and such facilities have been approved by the governing inspection authority and SOCALGAS receives a copy of any inspection report or verification. SOCALGAS may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by SOCALGAS. Once the above has been confirmed, SOCALGAS will commence “To-the-Meter” construction as scheduling and availability permits.

6.6. Cutover/Completion of Project

- 6.6.1. SOCALGAS will own, operate, and maintain all of the “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion

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of the conversion, the facilities will be managed under and subject to Rule No. 20 and Rule No. 21 and other Utility tariffs.

- 6.6.2. If necessary, SOCALGAS will coordinate with the Contractor to jointly meet to perform joint cutover with SOCALGAS for the individual services within the MHP.
- 6.6.3. If the cutover of all eligible MH-Spaces within a 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 off all eligible MH-Spaces within the MHP, the utility will terminate the discount in its entirety..
- 6.6.4. SOCALGAS will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

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 the 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 its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should SOCALGAS 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 SOCALGAS 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 its Contractor plan and conduct the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its 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. SOCALGAS may designate safety precautions in addition to those in use or proposed by Contractor. SOCALGAS 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.

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- 7.3. Additional Precautions: If SOCALGAS requests, the MHP Owner/Operator shall require its Contractor to provide certain safeguards not in use but considered necessary and if Contractor fails to comply with the request within a reasonable time, SOCALGAS may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by SOCALGAS may result in cancellation of the Contract for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to SOCALGAS, MHP Owner/Operator, Subcontractors, MHP residents, and/or general public. Upon notice, the responsible party shall investigate the potential safety hazard and, if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and its residents.

8. Delay and Suspension of Work

- 8.1. Suspension of Work by SOCALGAS: SOCALGAS reserves the right to suspend the work on the MHP Program to serve the needs of the greater public.
- 8.2. Notification of Delays: Contractor shall promptly notify SOCALGAS in writing of any impending cause for delay that may affect SOCALGAS schedule. If possible, SOCALGAS 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 SOCALGAS' opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Cancellation or Suspension of Agreement

- 9.1. Either Party may, at its option, cancel or suspend upon written notice to the other party, this agreement.
 - 9.1.1. SOCALGAS may cancel or suspend 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 SOCALGAS and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at SOCALGAS' option, safety or security violations may result in immediate cancellation; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate the work within six months of the execution of this Agreement; or

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- 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from SOCALGAS within 12 months of the execution of this Agreement; or
- 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in SOCALGAS' opinion, may interfere with the performance of the work.
- 9.1.2. If the MHP Owner/Operator cancels the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Agree to reimburse SOCALGAS 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. SOCALGAS' costs may include, for example, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which SOCALGAS allocates to such work;
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work perform by the Contractor that did not result in a direct Utility service of an individual MH-Space; and
 - 9.1.2.3. Pay back to the Utility any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor in full.
- 9.1.3. In the event of such cancellation, SOCALGAS shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct SOCALGAS service which are of benefit to SOCALGAS. In no event shall SOCALGAS be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to cancellation caused by the MHP Owner/Operator .
- 9.1.4. Cancelled or suspended MHP Agreement may, at the Utility's option, result in the removal of the MHP from the queue of approved projects and the selection of the next MHP that is on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to SOCALGAS arising from cancellation. SOCALGAS may cancel or suspend this Agreement and/or 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 SOCALGAS to provide "To-the-Meter" facilities for a typical service for each qualifying MH-Space will be covered by the MHP Program.
- 10.2. Requests for service relocations, rearrangements and upgrades not covered by the MHP Program will be the sole responsibility of the requesting party under SOCALGAS' current applicable Tariffs.

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- 10.3. SOCALGAS will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. SOCALGAS will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services.
- 10.4. SOCALGAS will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the Contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior agreement from SOCALGAS. SOCALGAS will review all invoices received for the "Beyond-the-Meter" work by the Contractor designated in this Agreement and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. This work shall not include costs for any modification or retrofit of the mobilehome or manufactured home nor include costs associated with services to common use areas.
- 10.5. 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 SOCALGAS 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-Space 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 has been completed and the entire MHP has been converted to direct SOCALGAS service.
- 10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

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- 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 SOCALGAS, 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 SOCALGAS, MHP Owner/Operator, Contractor or Subcontractor; injury to property of SOCALGAS, MHP Owner/Operator, Contractor, 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 performance of this Agreement, however caused, regardless of any strict liability or negligence of SOCALGAS, 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 SOCALGAS, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless SOCALGAS from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which SOCALGAS shall have no liability. A utility shall have no liability for the MHP submeter systems (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify SOCALGAS from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on SOCALGAS' 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 SOCALGAS in enforcing this indemnity, including reasonable attorney's fees.

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13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, Contractor and its Subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any Contractor or Subcontractor to whom any portion of the Work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold SOCALGAS 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 a Subcontractor to make full and proper compliance 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, Mobilehome Park Utility Upgrade Program Agreement and all attachments hereto, the MHP Application and SOCALGAS' Rule No. 44. 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 thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

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

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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

Company Name of Owner/Operator

Signature

Print Name

Title

Date

**SOUTHERN CALIFORNIA GAS
COMPANY**

Signature

Type/Print Name

Title

Date

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT

Attachment A
Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule No. 44 (Section A.1) and Section 1.6 of the 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 time that the MHP Agreement is executed by the Utility.

As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement. The list shall consist of a complete list of current residents for 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 CPUC D.14-03-021, and subject to the requirements of Rule No. 44, all MHP participating in the MHP Utility Upgrade Program must affirm that the Mobilehome Park 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 declare that the Mobilehome Park is not subject to any enforceable condemnation order or to pending condemnation proceedings.

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title

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Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed contractor to perform "Beyond-the-Meter" work to MH-Spaces and shall consult and coordinate with SOCALGAS on such selection and provide information about the selected contractor below.

- Contractor's 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 Attachments C) \$ _____

Secondary Contractor (if required)

- Contractor's 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: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Rule No. 44, SOCALGAS is offering the Mobilehome Park Utility Upgrade Program to convert existing privately owned master-meter/submeter gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct SOCALGAS service for each individual space within MHP.

Utility service to be converted to direct SOCALGAS service (check one)

- Electric Only Gas Only Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct SOCALGAS service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Spaces within the MHP and that are designated on the MHP Application. SOCALGAS will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.

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 SOCALGAS' current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Rule No. 21.

Table C.-1 illustrate 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 SOCALGAS Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MHP Resident	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Resident
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes in resident-owned MHP where the MHP lots are owned by the resident residing on the lot			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	

**MOBILEHOME PARK
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Attachment C
Estimated Costs for MHP Project**

A. SOCALGAS' Estimated "To-the-Meter" Additional Project Costs Not Covered by the Program
(To be completed by SOCALGAS ¹)

	Costs Not Covered by the MHP Program
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]	\$ _____
<u>Electric System</u> – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions.[Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program]	\$ _____
<u>Gas System</u> – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]	\$ _____
<u>Other</u> – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.	\$ _____
SOCALGAS' Total Estimated Additional "To-the-Meter" Project Costs	\$ _____

¹ Service Upgrades beyond what is being provided by the program are listed on Attachment C.

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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)

	Cost Covered by the MHP Program	Cost Not Covered by the MHP Program ²
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the SOCALGAS 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	\$ _____	\$ _____

C. Total Estimated Cost for MHP Service Conversion Project (A + B)

\$ _____ \$ _____

D. Number of MH-Spaces

E. Average Cost per MH-Space

\$ _____ \$ _____

² Provided breakdown of charges not covered by the program on Attachment C.

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UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment D

**Costs That The MHP Owner/Operator is Responsible for
that is Not Covered Under The MHP Program**

MHP Owner/Operator: _____

Project 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 SOCALGAS' current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by SOCALGAS, will be designed under the guidance of the Service Relocation and Rearrangement section of Rule No. 21. Service modifications and relocations for MH-Spaces in MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

The following service modifications have been requested by the MHP Owner and/or the MHP resident(s). (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 Program

1. Amount Due from MHP Owner/Operator to SOCALGAS

- Amount due to SOCALGAS for "To-the-Meter" work not covered by the MHP Program. \$ _____
 - Amount due to SOCALGAS 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 to the Contractor for "Beyond-the-Meter" Work for common use areas. \$ _____
- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

3. Total amount due from MHP Owner/Operator 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 is Not Covered Under The MHP Program

Itemized Service Modifications or other services not covered by the MHP Program

(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

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

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment E
Costs That The MH-Owner is Responsible for
that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under SOCALGAS' current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the residents and forward those payments to SOCALGAS with this Agreement.

A. Total Amount Due By MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to SOCALGAS

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

2. Amount Due from MH Residents to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents. \$ _____

3. Total Owned by MH Residents for the MHP Program \$ _____

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment E

**Costs That The MH-Owner is Responsible for
that is 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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N
N

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4673-A
 DECISION NO. 14-03-021

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Sep 25, 2014
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