

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 28, 2018

Advice Letter 5257-G

Ray Ortiz
Director, Regulatory Affairs
Southern California Gas
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

SUBJECT: Clean-up Filing to Revise Certain Tariffs

Dear Mr. Ortiz:

Advice Letter 5257-G is effective as of March 16, 2018.

Sincerely,

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

Edward Randolph
Director, Energy Division



Ronald van der Leeden
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.2009
Fax: 213.244.4957
RvanderLeeden@semprautilities.com

February 14, 2018

Advice No. 5257
(U 904 G)

Public Utilities Commission of the State of California

Subject: Clean-Up Filing to Revise Certain Tariffs

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its tariffs, applicable throughout its service territory, as shown on Attachment A.

Purpose

This clean-up filing requests Commission approval to make non-substantial revisions to the tariffs, as described below.

Background

SoCalGas' tariffs reflect and represent the outcome of numerous Commission decisions, resolutions, rulings, general orders, code changes, laws, and policy changes that have occurred over the years. As a result, tariff language and/or conditions of service have expired or become obsolete based on a number of factors.

Occasionally, SoCalGas prepares a "clean-up" filing for Commission approval to revise tariff language to make clarifying changes, correct minor and/or inadvertent errors, and remove obsolete information.

Requested Tariff Revisions

As a result of an ongoing review of its tariffs, SoCalGas has identified the need to revise the following tariffs:

- Preliminary Statement – Part I – General Service Information. SoCalGas proposes to update the Federal Reserve Statistical Release publication reference used for the Interest Rate on Balancing and Applicable Memorandum Accounts.
- Preliminary Statement – Part XI – Performance Based Regulation. SoCalGas proposes to add the Performance Indicator, Service Guarantee Program language to Sheet 6, Section F. The addition will require the proceeding Section letters to be revised from Sections F through H to Sections G through I.
- Schedule No. GM – Multi-Family Service. SoCalGas proposes to revise Footnote 1/ on Sheet 1 to match the 100 cubic feet descriptions in Schedule Nos. GR and GS.
- Rule No. 10 – Service Charges. SoCalGas proposes to delete obsolete language pertaining to waiving the reconnection fee for CARE customers that concluded on April 30, 2006.
- Sample Forms: Contracts – Continuous Service Agreement (Form 6558-D, 07/08). SoCalGas proposes to delete obsolete language indicating not to use the attached form and call to request the official form. The tariffed form is a copy of the official form and can be used.
- Sample Forms: Contracts – Authorization to Change Residential Rate NGV Home Refueling (Form 6150). SoCalGas proposes to update and revise the facsimile number and information under the “Mail or Fax this completed form to:” section.
- Sample Forms: Contracts – Affidavit of Eligibility for Summer Saver Gas Air Conditioning Optional Rate Program (Form 6540). SoCalGas proposes to update and revise the "Return form to:" information.
- Sample Forms: Contracts – Mobilehome Park Utility Upgrade Program Agreement (Form 8210). SoCalGas proposes to correct a typo in Attachment E, page 1 of 2, Section A.3. The term “Owed” was incorrectly included in AL 4673-B as “Owned.”

The proposed specific revisions to each of the tariffs listed above are explained in a table shown as Attachment B. For ease of review, Attachment B also displays tariff language being removed in strikethrough format and tariff language added in bolded format.

This filing will not result in any increase or decrease in any rate or charge, conflict with any rate schedule or any rules, or cause the withdrawal of service.

Protest

Anyone may protest this Advice Letter 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 and must be received within 20 days of the date of this Advice Letter, which is March 6, 2018. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attn: 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: Ray B. Ortiz
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No.: (213) 244-4957
E-mail: ROrtiz@SempraUtilities.com

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to General Order (GO) 96-B and therefore respectfully requests that this Advice Letter be made effective March 16, 2018, which is 30 days after the date filed.

Notice

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list. Address change requests to the GO 96-B service list should be directed by electronic mail to tariffs@socalgas.com or call 213-244-2837.

Ronald van der Leeden
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: Ray B. Ortiz

Phone #: (213) 244-3837

E-mail: ROrtiz@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) #: 5257

Subject of AL: Clean-Up Filing to Revise Certain Tariffs

Keywords (choose from CPUC listing): Agreements, Core, Forms, Preliminary Statement, Balancing Account, and Memorandum Account

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

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

N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No. N/A

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: 3/16/18

No. of tariff sheets: 23

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: PS I, PS XI, Schedule No. GM, Rule No. 10, Sample Forms, and TOCs

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

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: Ray B. Ortiz
555 West 5th Street, GT14D6
Los Angeles, CA 90013-1011
ROrtiz@semprautilities.com
Tariffs@socalgas.com

¹ Discuss in AL if more space is needed.

ATTACHMENT A
Advice No. 5257

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 54726-G	PRELIMINARY STATEMENT, PART I, GENERAL SERVICE INFORMATION, Sheet 3	Revised 24333-G
Revised 54727-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 6	Revised 49331-G
Revised 54728-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 7	Revised 54577-G
Revised 54729-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 8	Revised 49333-G
Revised 54730-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 9	Revised 49334-G
Revised 54731-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 10	Revised 49335-G
Revised 54732-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 11	Revised 50458-G
Revised 54733-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 12	Revised 49337-G
Revised 54734-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 13	Revised 49338-G
Revised 54735-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 14	Revised 49339-G
Revised 54736-G	PRELIMINARY STATEMENT, PART XI, PERFORMANCE BASED REGULATION, Sheet 15	Original 49340-G
Revised 54737-G	Schedule No. GM, MULTI-FAMILY SERVICE, (Includes GM-E, GM-C, GM-EC, GM-CC, GT- ME, GT-MC and all GMB Rates), Sheet 2	Revised 54710-G
Revised 54738-G	Rule No. 10, SERVICE CHARGES, Sheet 1	Revised 39813-G
Revised 54739-G	SAMPLE FORMS: CONTRACTS, Continuous Service Agreement, Form 6558-D, 07/08	Revised 43584-G
Revised 54740-G	SAMPLE FORMS - CONTRACTS, Authorization to Change Residential Rate, NGV Home Refueling (Form 6150), Sheet 1	Revised 47444-G
Revised 54741-G	SAMPLE FORMS: CONTRACTS, Affidavit of	Original 43918-G

ATTACHMENT A
Advice No. 5257

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
	Eligibility for Summer Saver Gas Air , Conditioning Optional Rate Program (Form 6540, 02/18)	
Revised 54742-G	SAMPLE FORMS - CONTRACTS, MOBILEHOME PARK UTILITY UPGRADE, PROGRAM AGREEMENT, Form 8210	Original 50898-G
Revised 54743-G	TABLE OF CONTENTS	Revised 54720-G
Revised 54744-G	TABLE OF CONTENTS	Revised 53910-G
Revised 54745-G	TABLE OF CONTENTS	Revised 53998-G
Revised 54746-G	TABLE OF CONTENTS	Revised 54253-G
Revised 54747-G	TABLE OF CONTENTS	Revised 54724-G
Revised 54748-G	TABLE OF CONTENTS	Revised 54725-G

PRELIMINARY STATEMENT
 PART I
GENERAL SERVICE INFORMATION

Sheet 3

(Continued)

J. INTEREST

No interest will be paid by the Utility unless it is specifically provided for in the tariff schedules, or ordered by the Public Utilities Commission except as provided by federal Public Law 97-177.

1. Interest Rate on Balancing and Applicable Memorandum Accounts

Interest will accrue monthly to the Balancing and Memorandum Accounts set forth in Preliminary Statement, Part V and VI. The calculation will be based on the average of the beginning and ending balance of such accounts at the rate of 1/12 of the most recent month's interest rate on Commercial Paper (prime, 3-month), published in the Federal Reserve Statistical Release, H.15. Should publication of such interest rate be discontinued, interest will so accrue at the rate of 1/12 of the most recent month's interest rate on Commercial Paper, which most closely approximates the discontinued rate, and which is published in the Federal Reserve Statistical Release, H.15., or its successor publication.

2. Short-Term Debt Interest Rate

The Short-Term Debt Interest Rate, used to calculate the carrying cost of gas in storage, shall be 1/12 of that month's annualized recorded effective yield on the Short-Term Debt including gas in storage financing issue costs dedicated to gas in storage financing. In the absence of Short-Term Debt dedicated to gas in storage financing, the Interest Rate on Balancing Accounts, as set forth in Section J.1., above, shall be used to calculate the carrying cost of gas in storage.

3. Gas in Storage Financing Issuance Costs

Gas In Storage Financing Issuance Costs shall be the commitment fees, warehousing fees and other expenses associated with obtaining and maintaining Short-Term Debt dedicated to financing gas in storage.

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(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5257
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Feb 14, 2018
 EFFECTIVE Mar 16, 2018
 RESOLUTION NO. _____

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

(Continued)

F. PERFORMANCE INDICATOR

1. Service Guarantee Program

If SoCalGas is unable to meet an appointment commitment with a customer for services at the customer's premises when access is required, SoCalGas will credit \$50 to the customer's account. Appointments can be all day or they may be made within appointment windows (e.g., a.m. / p.m.). The credit does not apply if the customer is notified at least four hours before the end of the appointment period. For establishment of service (turn on orders), the customer will be credited with the applicable service establishment charge (\$25) rather than the \$50. The guarantee does not apply for the gas pilot light service or if the utility documents that the reason for the missed appointment was due to natural disaster, labor strike, or the service person was called off to work on an Emergency Order. Emergency Orders are excluded as a result of the utility's public service obligations and include the following events: 1) fire or explosions; 2) broken or blowing gas line; 3) high gas pressure; 4) emergency carbon monoxide; and 5) hazardous leaks.

When an individual customer requests a date for a permanent new service establishment, the utility will turn on new service on the date promised (prior to midnight) or credit the customer's account with the appropriate Service Establishment Charge instead of the \$50 stated above. The credit does not apply if at least 24 hours notice of a date change is given to the customer. Notice given on an answering machine or to another number designated by the customer is sufficient. For the guarantee to be valid, there must be: 1) open access to the facility and the meter panel or gas service; 2) all required inspections must be completed and approved; and 3) no threats or harm to the utility employees.

SoCalGas will implement the service guarantee by the end of the first quarter, 2006.

G. CORE PRICING FLEXIBILITY

1. Overview

a. D.97-07-054 and D.98-01-040 authorize SoCalGas, at its option, to serve core customers with rates that may be discounted as low as the Commission-authorized floor rates detailed in section F.2 below. Under this arrangement, SoCalGas shareholders are responsible for any reduction in core revenues that may occur under discounting, while any revenue gains are shared between ratepayers and shareholders as described below. SoCalGas may use the following two methods to offer alternative rates to core customers:

- 1) Optional Tariffs - Optional tariff rate schedules apply to all similarly situated customers who meet a certain set of qualifications. At least 10 customers should be potentially eligible.
- 2) Negotiated Rates - Negotiated rates apply to individual customers, and are established through individually negotiated contracts that may vary from customer to customer.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

Sheet 7

(Continued)

G. CORE PRICING FLEXIBILITY (Continued)

1. Overview (Continued)

- b. The entire discounting program is subject to review by the Commission if new customer participation approaches 5% of the total core volume adopted in SoCalGas' 1996 BCAP (D.97-04-082).
- c. Customers eligible for service under optional tariffs or negotiated rates retain the right to be served under their Otherwise Applicable Tariff rate schedule.
- d. To ensure that ratepayers are isolated from any risk of revenue shortfall that may result from SoCalGas offering discounted core rates, the Commission has authorized a Core Fixed Cost Account (CFCA) adjustment mechanism. This mechanism credits the CFCA with revenues equal to those expected absent any optional tariffs or negotiated rates.
- e. SoCalGas will submit documentation on the results of its core pricing flexibility program activity in its annual PBR Report filing.
- f. Optional tariffs and negotiated rates are subject to change by the Commission as authorized by General Order 96-B, Industry Rule 7.1.

2. Class Average Long Run Marginal Cost (LRMC) Floor Rates

- a. D.98-01-040, Finding of Fact No. 5, allows SoCalGas the option to discount core transportation rates down to a LRMC floor rate; however, SoCalGas may not discount the cost of gas. For this program, the LRMC floor rate includes the following components: customer related, medium-pressure distribution, high-pressure distribution, transmission, seasonal storage, load balancing, company use transmission, unaccounted for gas, and interstate pipeline demand charges. In addition to these components, the full transportation rate includes the following components: non-marginal costs in base margin, PITCO/POPCO transition costs, core averaging costs, and other exclusion costs.
- b. The following table lists the full transportation rates authorized by D.14-06-007, and the class average LRMC floor rates authorized by D.98-01-040. LRMC Floor Rates were updated with new values established in D.00-04-060, D.01-12-018, and SoCalGas Advice No. 4053, effective January 1, 2010. Full Transportation Rates are updated with new values established in Advice No. 5238 effective January 1, 2018. The floor rates represent the lowest possible average annual rate by class under which SoCalGas can serve gas. These rates represent a starting point for the program and, pursuant to Commission order, may be modified in future rate proceedings.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

Sheet 8

(Continued)

G. CORE PRICING FLEXIBILITY (Continued)

2. Class Average Long Run Marginal Cost (LRMC) Floor Rates (Continued)

<u>Class</u>	<u>Full Transportation Rate</u>	<u>LRMC Floor Rate</u>
Residential	74.3 cents/therm	23.3 cents/therm
G-10, 0 to 3 Mth	60.0 cents/therm	36.2 cents/therm
G-10, 3-50 Mth	31.3 cents/therm	10.8 cents/therm
G-10, 50-250 Mth	16.8 cents/therm	6.5 cents/therm
G-10, >250Mth	14.9 cents/therm	4.2 cents/therm
Gas A/C	15.2 cents/therm	5.7 cents/therm
Gas Engines	16.1 cents/therm	4.9 cents/therm
NGV	12.5 cents/therm	3.7 cents/therm

- c. Optional tariffs or negotiated rate contracts that would result in average annual rates below class average LRMC will be subject to Commission approval through the Expedited Application Docket (EAD) process.
- d. With prior Commission approval under the EAD process, SoCalGas may discount average annual rates to a floor of customer-specific LRMC that includes the full interstate pipeline reservation charges allocated to core customers.

3. Types of Customers and Contracts

Optional tariffs and negotiated rates are applicable to new or existing customers for the purpose of load growth or load retention.

a. New Customers

A new customer is defined as a new meter measuring volumes not previously served, or a reconnected meter measuring load that has been off the system for at least 12 months.

b. Existing Customers

In addition to customers currently connected, D.98-01-040 defines existing customers as those who have been off SoCalGas' system for less than 12 months.

1) Load Retention

Load retention applies to those existing customers who would use less natural gas if optional tariffs or negotiated rates were not available. In load retention situations, an affidavit (stating the amount of throughput that would be lost absent the load retention agreement) is required.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

Sheet 9

(Continued)

G. CORE PRICING FLEXIBILITY (Continued)

3. Types of Customers and Contracts (Continued)

b. Existing Customers (Continued)

2) Load Gain

Load gain applies to those existing customers who intend to increase natural gas demand given favorable optional tariffs or negotiated rates.

4. Temperature Sensitive Definition

- a. For the purposes of the Temperature Adjustment Mechanism (TAM), the following customers are defined as temperature sensitive: residential customers; all core commercial and industrial customers with an annual consumption of less than 3,000 therms; and individual core commercial and industrial customers who have a seasonal load factor that equals or exceeds the residential load factor of 2.3.
- b. The seasonal factor is defined as the ratio of winter (November through April) demand to summer (May through October) demand.
- c. The single family residential market's temperature adjustment factor will be used for all customers subject to the TAM.

5. CFCA Adjustment Mechanism

This mechanism is designed to protect core customers by calculating those revenues which represent base revenues that would have been credited to the CFCA absent any optional tariffs or negotiated rates.

- a. Unless otherwise noted, base revenues are calculated by multiplying base volumes times the Otherwise Applicable Tariff rate plus the customer charge, where base volumes are the amount of gas the customer would have used in the absence of the optional tariff or negotiated rate.
- b. When load being served under optional tariffs and negotiated rates is not separately metered, base volumes are established using the last 12 months recorded usage. In certain cases, base volumes are adjusted, as described in section I.6, for temperature variations.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

Sheet 10

(Continued)

G. CORE PRICING FLEXIBILITY (Continued)

5. CFCA Adjustment Mechanism (Continued)

c. SoCalGas credits the CFCA with aggregate base revenues annually for all customers participating in the optional tariffs and negotiated rate program. This annual credit is calculated as the sum of the monthly base revenues.

d. CFCA Credits

1) New Customers

For a new customer who provides an affidavit stating they would not have become a customer absent the discounted rate, base volume equals zero, and there is no credit to the CFCA. For a new customer who does not provide an affidavit, the base volume equals the actual volume, and the CFCA credit is equal to 100% of the expected revenue under the Otherwise Applicable Tariff [i.e., $100\% * (\text{total metered actual volumes} * \text{Otherwise Applicable Tariff rate} + \text{customer charge})$].

2) Existing Customers - Load Retention

The CFCA credit is equal to 95 % of actual revenue [i.e., $95\% * (\text{total metered actual volumes} * \text{optional tariff rate} + \text{customer charge})$]; the remaining 5% of actual revenues goes to SoCalGas shareholders.

3) Existing Customers - Load Gain

a) Not Temperature Sensitive

Since customers with an annual load of less than 3,000 therms per year are treated as temperature sensitive, this category applies only to core commercial and industrial customers who use more than 3,000 therms in the base year, and have a seasonal factor less than 2.3. For these customers, base volumes equal the volume for the 12 months preceding the customer's participation in the optional tariff program.

b) Temperature Sensitive

For customers to whom the TAM applies, SoCalGas will use temperature-adjusted base volumes, as described in section I.6.

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PRELIMINARY STATEMENT
 PART XI
PERFORMANCE BASED REGULATION

(Continued)

G. CORE PRICING FLEXIBILITY (Continued)

5. CFCA Adjustment Mechanism (Continued)

- e. In the event proposed optional tariffs present special circumstances that may cause the CFCA adjustment mechanism to be clearly inappropriate or inaccurate, SoCalGas will propose, by advice letter filing, an alternative CFCA adjustment mechanism. Under such special circumstances, other parties may also propose alternate CFCA adjustment mechanisms.
- f. The revenue calculation for the CFCA adjustment mechanism shall remain unaffected by Backbone Transportation Service (BTS) implementation per D.11-04-032.

6. Temperature Adjustment Mechanism (TAM)

The purpose of the TAM is to calculate temperature-adjusted base volumes that isolate the effect of weather changes from the effect of flexible pricing. The temperature-adjusted base volumes for a given month are calculated by multiplying base volumes times the quantity (1 + NF); where NF stands for normalization factor which is calculated as follows:

$$NF = [0.202*(CDD - BDD)]/[(0.917 * Billdays) + (0.202 * BDD)]$$

Where,

- BDD = number of degree days for the base month cycle.
- CDD = number of degree days for the current year month cycle.
- 0.917 = daily non-temperature sensitive demand for single family residential segment.
- Billdays = number of billing days in the base period month.
- 0.202 = temperature adjustment coefficient for single family residential segment.

7. Effective Dates

- a. Optional tariffs will be effective upon 20 days after filing unless protested on the basis that the price floor is below class average LRMC; parties may protest such filings on any other basis as well.
- b. Unless otherwise specified in the tariff, SoCalGas may terminate optional rate schedules upon 60 days notice to customers and the Commission.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

Sheet 12

(Continued)

G. CORE PRICING FLEXIBILITY (Continued)

8. Term Of Contracts

- a. Through December 31, 1999, SoCalGas will not enter into any load retention contracts with a term of more than seven years. After December 31, 1999, SoCalGas will not enter into any load retention contract with a term of five or more years.
- b. As provided by D.97-07-054, contracts with a term of five years or longer will be filed for Commission approval under the EAD process.
- c. Negotiated contracts with terms of less than five years will be available for inspection at SoCalGas' headquarters, and will be submitted to the Commission's Energy Division for informational purposes.
- d. Once a load retention contract is in place for a particular load, the contract cannot be extended or renewed for a period longer than the maximum term permissible at the time the contract was executed.

H. TRIENNIAL COST ALLOCATION PROCEEDING (TCAP)

- 1. The TCAP is the proceeding by which the Commission authorizes the level and allocation of SoCalGas' revenue requirement including regulatory account balances among customer classes for those items not included in the PBR Mechanism. SoCalGas filed its 2013 TCAP application in November of 2011. Pursuant to D.14-06-007, the 2013 TCAP rates are effective July 1, 2014. Within the TCAP period, rates are updated based on SoCalGas' annual consolidated year end advice letter filings.
- 2. Noncore Competitive Load Growth Opportunities - Revenue Treatment

a. Overview

- 1) D.00-04-060 (Finding of Fact Number 9.q.) authorizes SoCalGas, at its option, to exclude from future cost allocations the expanded load that results from two situations:
 - a) New negotiated rate contracts that are part of a California Red Team economic development effort.
 - b) Contracts where Rule 38 shareholder funding has been used.

Under this arrangement, the volumes and revenues from these situations will not be included in determining noncore commercial and industrial revenue requirements.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

Sheet 13

(Continued)

H. TRIENNIAL COST ALLOCATION PROCEEDING (TCAP) (Continued)

2. Noncore Competitive Load Growth Opportunities - Revenue Treatment (Continued)

a. Overview (Continued)

- 2) The total volume that can qualify for treatment under this program is capped at 5% of the most recently adopted volume adopted for noncore commercial and industrial throughput in the most recent cost allocation proceeding.
- 3) Customers with contracts qualifying for this treatment are still eligible for service under their otherwise applicable tariff rate schedule.
- 4) To ensure that ratepayers are isolated from any risk of revenue shortfall that may result from SoCalGas excluding these noncore volumes from other noncore volumes, SoCalGas has instituted a Noncore Fixed Cost Account (NFCA) adjustment mechanism. This mechanism ensures that the NFCA records the revenues equal to those expected absent any special treatment under this program.
- 5) SoCalGas will submit documentation on the results of its competitive Load Growth revenue program activity in its annual PBR Report filing.
- 6) Contracts qualifying under this program are subject to change by the Commission as authorized by General Order 96-B, Industry Rule 7.1.
- 7) The revenue calculation for the NFCA adjustment mechanism shall remain unaffected by BTS implementation per D.11-04-032.

b. Contract Terms

- 1) Contract terms will be as negotiated between SoCalGas and the customer. Negotiated rates cannot be less than adopted short run marginal costs.
- 2) Contracts involving Rule 38 incentives will be assumed to run for five years, unless stated otherwise in the Contract. Contracts involving California Red Team will be as negotiated. If no term is set, the contract will be assumed to run for five years.
- 3) SoCalGas may, at its option, file an application with the Commission requesting that a contract receive treatment under this program for a period beyond five years.

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5257
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Feb 14, 2018
 EFFECTIVE Mar 16, 2018
 RESOLUTION NO. _____

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

(Continued)

H. TRIENNIAL COST ALLOCATION PROCEEDING (TCAP) (Continued)

2. Noncore Competitive Load Growth Opportunities - Revenue Treatment (Continued)

c. Customers

- 1) Any load associated with a noncore commercial and industrial customer is eligible under this program.
- 2) Contracts not qualifying for this regulatory treatment are:
 - a) An existing customer that could economically connect to a bypass pipeline.
 - b) A new customer (no recorded usage in the previous 12 months) in close proximity to a bypass pipeline.
 - c) A customer who previously received discounts to prevent fuel switching to a petroleum distillate fuel.
- 3) SoCalGas shall determine which contracts to include in this program, subject to review by the Commission.
- 4) A new customer will have a baseload volume of zero.
- 5) If new equipment is installed at a customer site under a contract qualifying for this program, and the equipment is separately metered, then only the metered volumes and revenues will receive treatment under this program.
- 6) If the new load is not separately metered, then base load volumes will be calculated as the average annual volume over the previous 24 months. If there are unusual characteristics that would cause the customer's 24 month history to be unrepresentative of average annual expected throughput, SoCalGas will select a different period of time that is more representative.

d) Regulatory Requirements

- 1) At the end of every calendar year, SoCalGas shall file with the Commission a confidential report showing a summary of activity under this program. The report will show the number of qualifying contracts, qualifying volumes, revenues received for qualifying volumes, and amounts credited to ratepayers for baseload volumes.

(Continued)

(TO BE INSERTED BY UTILITY)
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DECISION NO.

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PRELIMINARY STATEMENT
PART XI
PERFORMANCE BASED REGULATION

(Continued)

H. TRIENNIAL COST ALLOCATION PROCEEDING (TCAP) (Continued)

2. Noncore Competitive Load Growth Opportunities - Revenue Treatment (Continued)

d) Regulatory Requirements (Continued)

- 2) Customers must sign an affidavit attesting that the contract structure (in case of Red Team contracts) or the incentives (in case of Rule 38) were a material factor in the customer's decision to participate.
- 3) SoCalGas shall track all volumes that qualify under this program. These volumes will be excluded from forecasts adopted for cost allocation purposes for a period of five years after the start of each contract.
- 4) Revenues from customers and contracts qualifying under this are separated into two components:
 - a) Baseload revenues, calculated as the applicable baseload volumes times the otherwise applicable tariff.
 - b) Load growth related revenues, calculated as total revenues received from the customer minus baseload revenues.

Base load revenues will be credited to the Noncore Fixed Cost Account. Load Growth Related Revenues will be credited to the shareholder.

- 5) SoCalGas will track any contract specific costs incurred to support volumes qualifying under this program. Any costs incurred for separate metering, service lines, regulators, main extensions, etc. to serve specific locations that qualify under this program would be tracked. As long as the contract volumes are exempt from inclusion in cost allocation proceedings, these costs will not be included in the authorized utility revenue requirement.

I. SAFETY REPORT

SoCalGas is required to submit a semi-annual Gas Transmission, Distribution, and Storage Safety Report (Safety Report) to the Directors of the Safety and Enforcement Division and the Energy Division. The format of the Safety Report is described in Attachment C of D.13-05-010. SoCalGas shall submit its first Safety Report on July 1, 2013 covering the one-year period from January 1, 2012 through December 31, 2012. Each subsequent Safety Report will cover each subsequent six-month period. The second Safety Report will be submitted on September 1, 2013 with subsequent semi-annual Safety Reports submitted on March 1 and September 1 thereafter until further notice.

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Dan Skopec
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Schedule No. GM

Sheet 2

MULTI-FAMILY SERVICE

(Includes GM-E, GM-C, GM-EC, GM-CC, GT-ME, GT-MC and all GMB Rates)

(Continued)

APPLICABILITY (Continued)

Multi-family Accommodations built prior to December 15, 1981 and currently served under this schedule may also be eligible for service under Schedule No. GS. If an eligible Multi-family Accommodation served under this schedule converts to an applicable submetered tariff, the tenant rental charges shall be revised for the duration of the lease to reflect removal of the energy related charges.

Eligibility for service hereunder is subject to verification by the Utility.

TERRITORY

Applicable throughout the service territory.

RATES

	<u>GM/GT-M</u>	<u>GMB/GT-MB</u>
<u>Customer Charge</u> , per meter, per day:	16.438¢	\$13.518

For "Space Heating Only" customers, a daily Customer Charge applies during the winter period from November 1 through April 30^{1/}: 33.149¢

GM

	<u>GM-E</u>	<u>GM-EC</u> ^{3/}	<u>GT-ME</u> ^{4/}
<u>Baseline Rate</u> , per therm (baseline usage defined per Special Conditions 3 and 4):			
Procurement Charge: ^{2/}	34.818¢	34.818¢	N/A
<u>Transmission Charge</u> :	<u>53.427¢</u>	<u>53.427¢</u>	<u>53.577¢</u>
Total Baseline Charge (all usage):	88.245¢	88.245¢	53.577¢

<u>Non-Baseline Rate</u> , per therm (usage in excess of baseline usage):			
Procurement Charge: ^{2/}	34.818¢	34.818¢	N/A
<u>Transmission Charge</u> :	<u>86.226¢</u>	<u>86.226¢</u>	<u>86.376¢</u>
Total Non Baseline Charge (all usage):.....	121.044¢	121.044¢	86.376¢

	<u>GM-C</u>	<u>GM-CC</u> ^{3/}	<u>GT-MC</u> ^{4/}
<u>Non-Baseline Rate</u> , per therm (usage in excess of baseline usage):			
Procurement Charge: ^{2/}	34.818¢	34.818¢	N/A
<u>Transmission Charge</u> :	<u>86.226¢</u>	<u>86.226¢</u>	<u>86.376¢</u>
Total Non Baseline Charge (all usage):.....	121.044¢	121.044¢	86.376¢

^{1/} For the summer period beginning May 1 through October 31, with some exceptions, usage will be accumulated to at least 20 Ccf (100 cubic feet) before billing.
 (Footnotes continue next page.)

(Continued)

(TO BE INSERTED BY UTILITY)
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Rule No. 10
SERVICE CHARGES

Sheet 1

A. SERVICE ESTABLISHMENT CHARGE

1. General. The Utility may collect from all classes of customers, except Utility Electric Generation and wholesale customers, a charge to establish or re-establish service each time an account is opened. This charge shall be in addition to any charge calculated in accordance with any other rate or rule.

Service Establishment Charge \$25.00

2. CARE Charges. A customer certified as eligible for service under the California Alternate Rates for Energy (CARE) program shall pay the CARE Service Establishment Charge to establish or re-establish service each time an account is opened.

CARE Service Establishment Charge \$10.00

Customers not on the CARE program who claim eligibility shall have 90 days from the date service begins to complete the application. In the event a customer is found to be ineligible for the CARE program, the customer shall be re-billed at the Service Establishment Charge.

B. RECONNECTION SERVICE CHARGE

1. General. The Utility may demand and collect a reconnection charge or charges, as shown below, and require re-establishment of credit as prescribed in Rule No. 6 C. before restoring gas service which has been disconnected for non-payment of bills, or for failure to comply with the tariff schedules of the Utility. In these circumstances, reconnection charges may be demanded and collected by the Utility when gas service is provided through a single meter to a:

- a. Single family dwelling unit or to a single non-residential unit \$16.00
 b. Housing project, apartment house, or other multi-family dwelling units, or to more than one non-resident unit:

- (1) In the first family dwelling unit or non-residential unit \$16.00
 (2) For each additional unit \$7.00

2. Other. In addition to the above charges, the Utility may demand and collect unusual costs incident to the discontinuance or restoration of service which have resulted from the customer's action or negligence.

Service terminated in error shall be restored without charge and a notification thereof shall be mailed to the customer at the billing address.

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5257
 DECISION NO.

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Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Feb 14, 2018
 EFFECTIVE Mar 16, 2018
 RESOLUTION NO. _____

SAMPLE FORMS: CONTRACTS
Continuous Service Agreement
Form 6558-D, 07/08

(See Attached Form)

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5257
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 14, 2018
EFFECTIVE Mar 16, 2018
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**SOUTHERN CALIFORNIA GAS COMPANY
CONTINUOUS SERVICE AGREEMENT**

When SOUTHERN CALIFORNIA GAS COMPANY (“SoCalGas”) is notified that a tenant is vacating the premises, the meter should be read and gas service continued without interruption. **Until SoCalGas is otherwise notified, gas service should be billed to: (PLEASE PRINT OR TYPE)**

Name of Applicant (Owner, Person, Property Management Company, or Business to appear on gas account)

Name of Property Owner, if different from Applicant

Social Security Number or Tax ID Number

In Care Of, if applicable

Mailing Address

City, State and Zip Code

Phone Number and Title of Applicant (If gas account in Business name, also note contact person’s name).

E-mail Address, if available

The undersigned is the owner or the owner’s agent (“Applicant”) (see Item 10 on the reverse side) of the premises listed below. **By signing below, I acknowledge that I have read the entire agreement, including the Terms and Conditions listed below and on the reverse side, and agree to such terms and conditions.**

Signature of Applicant Title Date

Signature of SoCalGas Representative Effective Date of Agreement

SoCalGas is requested to continue gas service without interruption to each separately metered dwelling unit at the following address or addresses:

Address City Apt/Unit Number (s)

Address City Apt/Unit Number (s)

Address City Apt/Unit Number (s)

For additional dwellings, please list on a separate page. Total number of units to be placed on Continuous Service Agreement _____

TERMS AND CONDITIONS

The undersigned (“Applicant”) and Southern California Gas Company (“SoCalGas”) mutually agree as follows:

1. SoCalGas shall leave gas service on from the time a tenant requests gas service terminated (“Termination”) until a subsequent tenant has arranged for and established service in accordance with SoCalGas tariffs, rules and regulations.
2. Approval of this Agreement by SoCalGas will exempt the Applicant from future service establishment charges for the dwelling units listed following any termination in connection with the single, subsequent establishment of service after such Termination by the subsequent tenant in the dwelling unit.
3. Applicant shall promptly pay gas bills including service charges from Termination until Transfer (as defined below).
4. Applicant is responsible for informing new tenants of their need to arrange with SoCalGas for the transfer of the gas service account into their individual names at the time of occupancy and shall be liable for all bills with respect to such account until it is transferred in accordance with Item 5 (“Transfer”).
5. SoCalGas agrees that on receipt of notification from a current tenant to terminate service, the service shall be terminated on the agreed termination date or no later than two (2) working days after receipt of notification. The meter readings taken in conjunction with the termination of service shall be used to bill the terminating tenant and also as a base to start billing the Applicant.
6. In the event of a simultaneous request for termination of service from the current tenant and a request for Transfer from a new tenant, the account shall pass from the current to the new tenant without being subject to the provisions of this Agreement.
7. Applicant must have/maintain credit acceptable to SoCalGas in accordance with applicable tariffs to continue service under this Agreement. Should gas bills rendered to the Applicant for this or any other account not paid in a timely basis and require collection activity, this Agreement may be terminated immediately by SoCalGas.
8. This Agreement does not prevent discontinuation of service due to a tenant’s or Applicant’s nonpayment of bills or deposit. In the event of nonpayment or unauthorized usage by the tenant or Applicant, or if the equipment is found to be tampered with, gas service to the premises will be terminated. In addition, this Agreement does not prevent discontinuation of service in the event of a hazardous condition found during routine maintenance or service request by the tenant.
9. This Agreement shall otherwise remain in effect until Applicant or SoCalGas provides notification to the other party to terminate the Agreement. Applicant is responsible for terminating the Agreement to prevent continual billing of account(s) in Applicant’s name and covered by this Agreement after selling of property or change in ownership. Upon termination of the Agreement, any account billing in the Applicant’s name covered by this Agreement will be subject to service disconnection unless SoCalGas is notified otherwise.
10. The signatory to this Agreement represents that he/she has the authority to bind the corporation, partners, joint venture or individuals in this matter, if applicable.
11. This Agreement shall become effective within (30) days after the completed and signed Agreement is received by SoCalGas.

SAMPLE FORMS - CONTRACTS
Authorization to Change Residential Rate
NGV Home Refueling (Form 6150)

Sheet 1

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5257
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 14, 2018
EFFECTIVE Mar 16, 2018
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**AUTHORIZATION TO CHANGE RESIDENTIAL RATE
NGV HOME REFUELING**

Dear Customer:

Thanks for your interest in installing a Natural Gas Vehicle (NGV) Home Refueling Appliance (HRA) at your residence. Clean-burning NGVs are great for the environment, and they help reduce our dependence on oil. We applaud your efforts in supporting a cleaner, healthier environment.

As a residential customer of The Gas Company, you now have a special residential NGV rate option that is available. All you have to do is check one of the following options, complete the rest of this form, and fax or mail it to the contact below.

- Enroll me in the new optional residential NGV rate (G-NGVR)*. I understand my customer charge will be increased to \$10 per month, and **all** my gas use will be charged at this new lower rate*.
- Do not change my rate. I would like to continue with my current residential rate (GR)* for all my gas use, including my NGV home refueling.

Additionally, you also have the option of using a commercial NGV rate (G-NGV). However, this would require installation of a second meter. Please contact our Customer Contact Center at (800) 427 4400 for information.*

=====

NAME:

MAILING ADDRESS:

DAYTIME PHONE NUMBER:

() ___ - ____

GAS COMPANY 11 DIGIT ACCOUNT NO.

(As it appears on your gas bill)

ADDRESS OF INSTALLATION:

By signing this affidavit, I hereby affirm all of the following:

- I currently own / lease a natural gas vehicle for my home use.
- I have installed a natural gas home refueling appliance at the above address
- I possess all necessary building and safety permits required for the safe operation of my home refueling appliance.
- I understand The Gas Company may require documents to support this affidavit at any time. Failure to provide documents may result in appropriate action, including suspension of gas service to my residence.

Additionally, I agree to promptly inform The Gas Company within 10 days if I no longer possess the NGV or the home refueling appliance mentioned above.

Signature: _____

Date: _____

=====

Mail or Fax this completed form to:

**The Gas Company
Mass Markets Billing—Attention: BOS
P.O. Box 513249 M/L SC710K
Los Angeles CA 90051-1249
Fax# 323-518-2248**

*Information regarding our tariffs may be obtained at our website: www.socalgas.com; go to Regulatory, Tariffs.

SAMPLE FORMS: CONTRACTS
Affidavit of Eligibility for Summer Saver Gas Air
Conditioning Optional Rate Program (Form 6540, 02/18)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5257
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Feb 14, 2018
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**Summer Saver Gas Air Conditioning Optional Rate Program
Rate Schedule GO-AC**

What is this optional rate? The optional rate program provides a discount on the transmission component and only on the incremental monthly consumption above the average non-temperature sensitive, or "base," residential gas usage. The tariffed base usage for single family dwellings is 0.917 therms per day; for multi-family dwellings, the tariffed base usage is 0.722 therms per day. All consumption above the base usage from May 1 through October 31 will be discounted. The discount appears as a credit on the customer bill.

Who is eligible to enroll at this rate? Any residential customer eligible for the residential GR rate who has, within the last 12 months, purchased a newly constructed home with natural gas air conditioning, installed gas air conditioning in a newly constructed home, or replaced an existing natural gas air conditioning unit with a new more efficient natural gas air conditioning unit.

How does the optional rate work? The program offers a \$0.20 per therm rate reduction on each therm of gas used from May through October above the tariffed base usage. If your gas consumption does not surpass the established base usage, you will continue to be billed at the otherwise applicable rate.

What does it cost? If eligible to participate, there is no fee to enroll in the program.

(To enroll, return this portion to the designated address)

Affidavit of Eligibility for Summer Saver Gas Air Conditioning Optional Rate Program

YES. Please enroll me in the Summer Saver Gas Air Conditioning Program.

Please check one:

- I hereby certify that I have, within the last 12 months, purchased a newly constructed home with natural gas air conditioning.
- I hereby certify that I have installed gas air conditioning in a newly constructed home.
- I hereby certify that I purchased a new more efficient natural gas air conditioning unit to replace an existing natural gas air conditioning unit for my home.

Attached is proof of purchase and installation to confirm my eligibility for the Summer Saver rate at the service address for this account. (Acceptable documents include purchase invoice and installation receipt.)

Account #: _____
Customer Name: _____
Service Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____

Signature: _____ Date: _____

Does the “base year” change? No. The “base year” is the year prior to enrollment in the program.

Does enrollment in the program automatically carry over each summer? Yes, for a period of up to four (4) years. There is no need to reapply. At the end of four years, your eligibility for the rate will terminate and you will be returned to the regular residential GR Rate Schedule.

What if I want to cancel my enrollment? Participation in the Summer Saver program is voluntary. You can cancel at any time by simply calling 1-800-427-4400 and pressing “0” to speak with a Customer Service Representative.

Participation is voluntary. You can discontinue your participation at any time by notifying Southern California Gas Company (The Gas CompanySM). This optional rate program shall at all times be subject to such changes or modifications by the Public Utilities Commission of California (CPUC) as said Commission may, from time to time, direct in the exercise of its jurisdiction. This optional rate is currently authorized by the CPUC. The Gas Company reserves the right to change the Summer Saver discount structure at any time, with appropriate notification; in no case shall the non-baseline rate less the Summer Saver discount rate be less than the volumetric floor rate adopted by the CPUC.

(To enroll, return this portion to the designated address)

Affidavit of Eligibility for Summer Saver Gas Air Conditioning Optional Rate Program

Return form to: Southern California Gas Company
Attn: Clean Energy Strategy GT20B7
555 W. Fifth St.
Los Angeles, CA 90013

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

(See Attached Sample)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5257
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Feb 14, 2018
EFFECTIVE Mar 16, 2018
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 residential MH-Spaces permitted by the California Department of Housing and Community Development, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule or as approved by SOCALGAS and the number of residential MH-Spaces permitted by the California Department of Housing and Community Development, that are designated on the MHP Application and are summarized in Attachment C of this Agreement.
- 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

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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.

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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.

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- 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.

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- 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/Opertaor shall work cooperatively with SOCALGAS to resolve various construction issues that may arise during the project, such as providing an acceptable site for a construction yard for SOCALGAS' 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.

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- 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. 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.
- 6.1.7. Vacant MH-Spaces will receive a stub but will not be connected to a “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.

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

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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 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.

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7. Safety

- 7.1. IMPORTANCE OF SAFETY: Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are solely responsible for performing 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.
- 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.

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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
 - 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;

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- 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.
- 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 but will not provide “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

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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.
- 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.

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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.

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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 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 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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

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

**SOUTHERN CALIFORNIA GAS
COMPANY**

Company Name of Owner/Operator

Signature

Signature

Print Name

Type/Print Name

Title

Title

Date

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
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 #: _____
Contract 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 #: _____
Contract 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			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in non-resident-owned MHP		X			X	

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
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)

	<u>Costs Not Covered by the MHP Program</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]	\$ _____
<u>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.

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

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

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

	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.

**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**

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. SOCALGAS will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for beyond-the-meter construction covered by 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 a resident-owned MHP, 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 MHP Resident is Responsible for
that is Not Covered Under The MHP Program**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

The MHP residents in resident-owned MHP may, as permitted by the MHP's Rules and Regulations, request or require a service modification beyond what is being provided by the MHP Program. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under SOCALGAS' current applicable Tariffs. Requests for service modification or relocation for MH-Spaces in a non-resident-owned MHP will only be accepted by SOCALGAS if submitted 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 in resident-owned MHP and forward those payments to SOCALGAS with this Agreement.

A. Total Amount Due By MHP Residents in resident-owned MHP 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 MHP Residents. \$ _____

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

**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment E –

**Costs That The MHP Resident 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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(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5257
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Feb 14, 2018
 EFFECTIVE Mar 16, 2018
 RESOLUTION NO. _____

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 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
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ATTACHMENT B

Advice No. 5257

Summary of Proposed Tariff Revisions

Tariff	Sheet	Section	Reason	Change
Preliminary Statement - Part I - General Service Information	3	J.1.	Update and revise the Federal Reserve Statistical Release publication reference used for the Interest Rate on Balancing and Applicable Memorandum Accounts. The Federal Reserve ceased publication of the monthly G.13 statistical release. Monthly rates continued to be available on the H.15 release.	Revise the following publication reference: Federal Reserve Statistical Release, G.13 H.15 .
Preliminary Statement - Part XI - Performance Based Regulation	6	F.	Advice No. 4506 inadvertently removed the Performance Indicator, Service Guarantee Program information. The Service Guarantee Program information is added as Section F. This will require the proceeding Section letters to be revised from Sections F through H to Sections G through I.	Add the following: F. PERFORMANCE INDICATOR 1. <u>Service Guarantee Program</u> If SoCalGas is unable to meet an appointment commitment with a customer for services at the customer's premises when access is required, SoCalGas will credit \$50 to the customer's account. Appointments can be all day or they may be made . . .
Schedule No. GM - Multi-Family Service	2	Rates, Footnote 1/	Revise a portion of Footnote 1/ to match the 100 cubic feet descriptions in the footnotes in Schedule No. GR (Sheet 1) and Schedule No. GS (Sheet 1).	. . . 20 one hundred cubic feet (Ccf) Ccf (100 cubic feet) before billing.
Rule No. 10 - Service Charges	1	B.2.	Delete obsolete language pertaining to waiving the reconnection fee for CARE customers that concluded on April 30, 2006.	Delete the following: Pursuant to Ordering Paragraph 16 of D.05-10-044, the Utility shall waive the reconnection fee for CARE customers for the period November 1, 2005 to April 30, 2006.
Sample Forms: Contracts – Continuous Service Agreement (Form 6558-D, 07/08)	1	Form, page 1 of 1	Delete obsolete language on the tariff sheet indicating not to use the attached form and call for the official form. The attached form is a copy of the official form and can be used.	Delete the following: SAMPLE FORM – DO NOT USE FOR OFFICIAL FORM CALL 1-800-427-220
Sample Forms: Contracts - Authorization to Change Residential Rate NGV Home Refueling (Form 6150)	1	Form, page 1 of 1	Update and revise the "Mail or fax this completed form to:" information and facsimile number.	Attention: Martha Ingram BOS Fax # 323-518-2196 323-518-2248

Tariff	Sheet	Section	Reason	Change
Sample Forms: Contracts - Affidavit of Eligibility for Summer Saver Gas Air Conditioning Optional Rate Program (Form 6540)	1	Form, page 2 of 2	Update and revise the "Return form to:" information.	Market Advisor GT21F2 Clean Energy Strategy GT20B7
Sample Forms: Contracts - Mobilehome Park Utility Upgrade Program Agreement (Form 8210)	1	Attachment E – Costs that the MHP Resident is Responsible for that is Not Covered Under the MHP Program, Section A.3., page 1 of 2	Correct a typo in AL 4673-B. The term "Owed" was incorrectly included in AL 4673-B as "Owned."	3. Total Owed Owed by MH Residents for the MHP Program