STATE OF CALIFORNIA GAVIN NEWSOM, Governor

**REVISED** 

#### PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE SAN FRANCISCO, CA 94102-3298



October 20, 2020

Advice Letter 5642 and AL 5642-A

Ronald van der Leeden Director, Regulatory Affairs Southern California Gas 555 W. Fifth Street, GT14D6 Los Angeles, CA 90013-1011

SUBJECT: SoCalGas Advice No. 5642 and AL 5642-A Modification of Rule No. 44, Mobilehome Park Utility Upgrade Program, and Other Related Tariffs in Compliance with Decision (D.) 20-04-004.

Dear Mr. van der Leeden:

Advice Letter 5642 and AL 5642- effective as of July 8th, 2020

Sincerely,

Edward Randolph

Deputy Executive Director for Energy and Climate Policy/

Director, Energy Division

Edward Ramlofah



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@socalgas.com

June 8, 2020

Advice No. 5642 (U 904 G)

Public Utilities Commission of the State of California

<u>Subject</u>: Modification of Rule No. 44, Mobilehome Park Utility Upgrade Program, and Other Related Tariffs in Compliance with Decision (D.) 20-04-004

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission or CPUC) modifications to Rule No. 44, Mobilehome Park Utility Upgrade Program (MHP Program), relevant sample forms, and related updates to Preliminary Statement Part V, Master Meter Balancing Account (MMBA), applicable throughout its service territory, as shown on Attachment A.

#### Purpose

This submittal is in compliance with Ordering Paragraph (OP) 9 of D.20-04-004, which directs each electric and/or gas corporation to submit a Tier 2 Advice Letter for approval of new tariffs to establish a voluntary program that contains all of the MHP Program components in D.20-04-004.

#### **Background**

On February 25, 2011, the Commission issued Rulemaking (R.) 11-02-018 to examine what should be done to encourage mobilehome parks (MHP) and manufactured housing communities to transfer to direct utility service.

On March 14, 2014, the Commission issued D.14-03-021, which approved a three-year "living pilot" program to incentivize voluntary conversions of master-metered service at MHP. D.14-03-021 directs the Utilities to establish a program to convert on a combined "to the meter" and "beyond the meter" basis approximately 10% of the spaces within their service territories over the pilot's three-year term, which runs from January 1, 2015 through December 31, 2017. Rule No. 44 was established and approved in Advice Nos. 4673-A and 4673-B pursuant to D.14-03-021.

On September 29, 2017, the CPUC issued Resolution E-4878 approving San Diego Gas & Electric Company's (SDG&E) and SoCalGas' Advice Letters to continue converting 8,100 MHP spaces, or approximately an incremental 5% of MHP spaces through 2019. Subsequently, on March 18, 2019, the CPUC issued Resolution E-4958, which authorized an extension of the program (which was originally approved in Resolution E-4878) through 2021. An additional 3.33% of spaces can be converted in years 2020 and 2021 pursuant to Resolution E-4958.

On April 26, 2018, the CPUC opened R.18-04-018 to evaluate the existing Mobilehome Park Pilot Program to determine whether to expand beyond the initial three-year pilot into a permanent MHP Program. In June 2018, the CPUC's Safety and Enforcement Division (SED) issued a staff report recommending a permanent MHP Program with a target to convert 50% of the total eligible MHP spaces by 2030.

On April 16, 2020, the CPUC voted to establish the Mobilehome Park Utility Conversion Program (MHP Program) pursuant to D.20-04-004, renaming the program from Mobilehome Park Utility Upgrade Program. The decision approves a 10-year program with a goal of converting 50% of eligible MHP spaces. OP 9 of D.20-04-004 directs each electric and/or gas corporation to submit a Tier 2 Advice Letter for approval of new tariffs to establish a voluntary program that contains all of the MHP Program components described in D.20-04-004.

#### A. Rule No. 44 - Mobilehome Park Utility Upgrade Program Updates

Sheet	Section	<u>Change</u>
1	A. General	SoCalGas offers the Mobilehome Park Utility ConversionUpgrade-Program (MHP Program) as a voluntary living pilot program to convert approximately 1050 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within SoCalGas' service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both "To-the-Meter" and "Beyond-the-Meter") and common use services within the entire MHP will be converted from master- metered natural gas distribution service to direct SoCalGas distribution and service (Distribution System). The conversion rate for the MHP Program is approximately 3.33% annually.
		Pursuant to Resolution E-4878, SoCalGas will continue the MHP Program until the earlier date of December 31, 2019 or the issuance of a Commission decision on the continuation, expansion, or modification of the program to complete the 10% conversion target directed in D.14-03-021 and continue the MHP Program to covert an additional 5% MHP spaces. Pursuant to Resolution E-4958, the MHP Program shall continue for eligible parks until the earlier of December 31,

Sheet	Section	Change
		2021, or the issuance of a Commission Decision for the
		continuation, expansion or modification of the program in
		Rulemaking 18-04-018. Eligible parks are defined as those
		which SoCalGas and/or MHP owners have incurred financial
		obligations on or before November 1, 2018, with "financial
		obligations" defined as: i) SoCalGas has begun its
		design/planning/construction of the To-the-Meter work, OR ii) an MHP owner has selected and made a commitment to a Beyond-
		the-Meter contractor. The number of eligible spaces converted in 2020 and 2021 may not exceed 3.33% annually of the total
		master-metered spaces in SoCalGas' territory not already under
		conversion or scheduled for conversion beyond 2019. If a
		single MHP upgrade results in SoCalGas exceeding the 3.33%
		maximum requirement, SoCalGas may proceed with that
		<del>upgrade.</del>
1	B. Applicability	The MHP Program is available to all eligible master-metered
		submetered MHPs within SoCalGas' service territory, as defined
		in Section C below. Within the eligible MHPs, the only eligible
		Mobilehome spaces are those, as shown on the MHP operating
		permit issued by the California Department of Housing and
		Community DevelopmentAuthority Having Jurisdiction (AHJ).
		Recreational vehicle parks and spaces are not eligible for the
		MHP Program.
1	C. MHP	a. Receive natural gas through a utility-owned master meter,
	Program	own and operate the distribution system <del>with at least a gas or</del>
	Eligibility 1.a.	electric associated submeters, and furnish natural gas and/or
		electricity to residents. In cases where only one service is
		submetered, the submetered service must be served by a MHP
		Program participating utility;
2	C. MHP	Revise Section C.2.b to reflect new program name: Mobilehome
	Program	Park Utility Upgrade Conversion Program Application (MHP
	Eligibility 2.b.	Program Application) (Form 8208); and
2	C. MHP	Revise Section C.2.c to reflect new program name: Mobilehome
	Program	Park Utility Upgrade Conversion Program Agreement (MHP
	Eligibility 2.c.	Program Agreement) (Form 8210).
2	D. MHP	Revise Section D.1 to change dates: CPUC's Form of Intent will
	Program	be accepted January 1, <del>2015</del> 2021, through March 31, <del>2015</del> 2021
	Components –	(90-day period). The MHP Owner/Operator must complete and
	1. CPUC's	submit the CPUC's Form of Intent concurrently to both the
	Form of Intent	Safety and Enforcement Division (SED) of the CPUC and
		SoCalGas. CPUC's Forms of Intent received after the 90-day
		period will be placed on a waiting list.
3	D. MHP	Revise Section D.1.a.2) to read: SoCalGas will receive a list of
	Program	pre-qualified CPUC's Forms of Intent from SED and HCD.
	Components -	SoCalGas will then contact the MHPs with the highest priority to

Sheet	Section	Change
	1. CPUC's Form of Intent a.2)	participate in the MHP Program until the MHP Program goal is achieved. SoCalGas will undertake its best efforts to communicate and coordinate with other utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies, where possible. and notify relevant serving municipal utilities when an MHP within a municipal utility's service area has been determined to be a participant in the MHP Program. The notice should include the contact information for both the serving electric and gas utilities and the MHP and the proposed schedule for transferring the system. The notice should also include whether other MHP utility systems such as water or sewer are currently master metered. Additionally, during the planning phase or upon submission of the application, SoCalGas will notify the California Advanced Services Fund (CASF) regional broadband Consortia (https://www.cpuc.ca.gov/General.aspx?id=6442461039) and the primary jurisdiction (e.g., city or county). The notification should include the project location (street address and Geographic Information System coordinates if possible), timeline, utility contact, and other relevant information.
4	D. MHP Program Components 5.b.	Revise Section D.5.b to read: The MHP Owner/Operator master-meter submetered discount will continue in full until and only cease at complete cutover of the entire system all qualifying spaces to direct service from SoCalGas.
5	D. MHP Program Components 6.b.	Revise Section D.6.b: The MHP Owner/Operator or MHPmobilehome Owner will own, operate and maintain all "Beyond-the-Meter" facilities in accordance with State and local jurisdictional codes and ordinances.
6	D. MHP Program Components 8.	Revise Section D.8 to read: the MHP Program.  Expenditures related to common areas shall not be included, nor shall costs for and SoCalGas be is not responsible for the installation, modification, and/or permitting of necessary MHP owned gas pipeline facilities, or other non-SoCalGas owned facilities necessary to accommodate gas riser installations.  Moreover, SoCalGas is not responsible to the building/structure.
6	D. MHP Program Components 10.	Revise Section D.10 to read: Any change to the mobilehome as part of the to-the-meter utility work wouldmay require prior permission from the registered owner of the home. Permission from a resident who is not the registered owner is not sufficient.
7	E. Interaction with Other Tariffs 1.b.	Revise Section E.1.b: Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) Program through the MHP master-meter/submetermaster-metered distribution system and

<u>Sheet</u>	<u>Section</u>	<u>Change</u>
		become customers of SoCalGas through the MHP Program will be deemed "grandfathered" into the CARE Program without having to recertify or reapply as long as the name of the
		customer for the new service account matches that of the name of the participant in the CARE Program.
7	E. Interaction	Revise Section E.1.c:
	with Other	Existing MHP residents who receive the medical baseline
	Tariffs 1.c.	allowance through the MHP master-meter/submetermaster-
		metered distribution system and become customers of
		SoCalGas through the MHP Program will be deemed
		"grandfathered" and will continue to receive the same medical
		baseline allowance without having to recertify or reapply as long
		as the participant who is receiving the medical baseline
7	<b>□</b> 14	allowance still resides at the residence.
/	E. Interaction	Revise Section E.2.a: Rule No. 4520, Gas Main Extensions:
	with Other Tariffs 2.a.	Because SoCalGas will design and install the new Distribution
	Tallis Z.a.	Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Rule No. <del>15</del> 20 that cover applicant responsibilities or
		options are not applicable to MHP Owner/Operator while
		participating in the MHP Program. This may include, but is not
		limited to, applicants' responsibilities; allowances; contributions
		or advances; refunds; and design and installation options.
8	F. Definitions	Revise Section F.1 to reflect new program name: MHP
	and Acronyms	PROGRAM AGREEMENT – The Mobilehome Park Utility
	1.	UpgradeConversion Program Agreement (Form 8210).
8	F. Definitions	Revise Section F.4 to reflect new program name: MHP
	and Acronyms	PROGRAM APPLICATION – The Mobilehome Park Utility
	4.	UpgradeConversion Program Application (Form 8208).
9	F. Definitions	Revise Section F.6 to reflect new appendix and decision
	and Acronyms	reference:
	6.	CPUC's FORM OF INTENT – The CPUC's Application for
		Conversion of Master-Meter Service at Mobilehome Park or
		Manufactured Housing Community to direct service from electric
	F. Definitions	or gas corporation (Appendix CD of D.14-03-021 D.20-04-004).
9		Add new Section 14: AUTHORITY HAVING JURISDICTION
	and Acronyms	(AHJ) – An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for
		approving equipment, materials, an installation, or a procedure.
		approving equipment, materials, an installation, or a procedure.

#### B. Mobilehome Park Utility Conversion Program Agreement (Form 8210) Updates

Updates made to the Mobilehome Park Utility Conversion Program Agreement ("Agreement") are edits based on the Appendix C version of the Agreement issued in D.20-04-004. New language approved and italicized in Appendix C of D.20-04-004 is included in Attachment A. Other changes include, updating the Program name to Mobilehome Park Utility Conversion

Program, 1 removing "submetered" from the agreement, updating the decision number to D.20-04-004, requiring owner to submit multiple bids for beyond-the-meter work, clarifying changes that Agreement supports both gas and electric conversions, and fixing some minor spelling and grammatical errors. A redlined version of the Agreement provided herein is available upon request.

#### C. Mobilehome Park Utility Conversion Program Application (Form 8208) Updates

Updates made to the Mobilehome Park Utility Conversion Program Application include, updating the Program name to Mobilehome Park Utility Conversion Program, removing references to "submetered," updating the decision number to D.20-04-004, changing HCD to Authority Having Jurisdiction (AHJ), updating SDG&E's legal name, modifying addresses for SoCalGas, SDG&E, and Southern California Edison, and fixing some minor spelling and grammatical errors. A redlined version of the Application provided herein is available upon request.

#### D. Update to Preliminary Statement Part V, Master Meter Balancing Account (MMBA)

The MMBA Preliminary Statement is updated to reflect the implementation of the 10-year MHP Program pursuant to D.20-04-004, provided as Attachment A. A redlined version of the tariffs provided herein is available upon request.

#### **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 received within 20 days of the date of this Advice Letter, which is June 28, 2020. The address for mailing or delivering a protest to the Commission is given below.

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

A copy of the protest should also be sent via email to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). Due to the COVID-19 pandemic and the shelter at home orders, SoCalGas is currently unable to receive protests or comments to this Advice Letter via U.S. mail or fax. Please submit protests or comments to this Advice Letter via email to the address shown below on the same date it is mailed or e-mailed to the Commission.

<sup>&</sup>lt;sup>1</sup> Consequently, SoCalGas' Rule No. 44 is renamed to "Mobilehome Park Utility Conversion Program."

Attn: Ray B. Ortiz
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No.: (213) 244-4957

E-mail: ROrtiz@socalgas.com

#### **Effective Date**

SoCalGas asserts this submittal is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to General Order (GO) 96-B. It is submitted in accordance with OP 9 of D.20-04-004. Accordingly, SoCalGas respectfully requests that this submittal become effective on July 8, 2020, which is 30 calendar days after the date submitted.

#### **Notice**

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list and the Commission's service lists in R.11-02-018 and R.18-04-018. Address change requests to the GO 96-B service list should be directed via e-mail to <a href="mailto:tariffs@socalgas.com">tariffs@socalgas.com</a> or call 213-244-2837. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or via e-mail at Process Office@cpuc.ca.gov.

/s/ Ronald van der Leeden Ronald van der Leeden Director - Regulatory Affairs

Attachments





# California Public Utilities Commission

# ADVICE LETTER UMMARY



LIVEROTOTIETT		
MUST BE COMPLETED BY UT	ILITY (Attach additional pages as needed)	
Company name/CPUC Utility No.:		
Utility type:  ELC GAS WATER  PLC HEAT	Contact Person: Phone #: E-mail: E-mail Disposition Notice to:	
EXPLANATION OF UTILITY TYPE  ELC = Electric GAS = Gas WATER = Water  PLC = Pipeline HEAT = Heat WATER = Water	(Date Submitted / Received Stamp by CPUC)	
Advice Letter (AL) #:	Tier Designation:	
Subject of AL:		
Keywords (choose from CPUC listing):		
AL Type: Monthly Quarterly Annu-		
if AL submitted in compliance with a Commissi	on order, indicate relevant Decision/Resolution #:	
Does AL replace a withdrawn or rejected AL?	f so, identify the prior AL:	
Summarize differences between the AL and th	e prior withdrawn or rejected AL:	
Confidential treatment requested? Yes	No	
	nation: vailable to appropriate parties who execute a ontact information to request nondisclosure agreement/	
Resolution required? Yes No		
Requested effective date:	No. of tariff sheets:	
Estimated system annual revenue effect (%):		
Estimated system average rate effect (%):		
When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).		
Tariff schedules affected:		
Service affected and changes proposed <sup>1:</sup>		
Pending advice letters that revise the same ta	riff sheets:	

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

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

Email: <a href="mailto:EDTariffUnit@cpuc.ca.gov">EDTariffUnit@cpuc.ca.gov</a>

Name: Title:

Utility Name: Address: City:

State: Zip:

Telephone (xxx) xxx-xxxx: Facsimile (xxx) xxx-xxxx:

Email:

Name:

Title:

Utility Name: Address: City:

State: Zip:

Telephone (xxx) xxx-xxxx: Facsimile (xxx) xxx-xxxx:

Email:

### ATTACHMENT A Advice No. 5642

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 57712-G	PRELIMINARY STATEMENT - PART V – BALANCING ACCOUNTS, MASTER METER BALANCING ACCOUNT (MMBA), Sheet 1	Revised 56839-G
Revised 57713-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 1	Revised 56146-G
Revised 57714-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 2	Revised 56147-G
Revised 57715-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 3	Revised 56148-G
Revised 57716-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 4	Revised 56149-G
Revised 57717-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 5	Revised 56150-G
Revised 57718-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 6	Revised 56151-G
Revised 57719-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 7	Revised 56152-G
Revised 57720-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 8	Revised 56153-G
Revised 57721-G	Rule No. 44, MOBILEHOME PARK UTILITY CONVERSION PROGRAM, Sheet 9	Revised 56154-G
Revised 57722-G	SAMPLE FORMS - APPLICATIONS, MOBILEHOME PARK UTILITY CONVERSION, PROGRAM APPLICATION, Form 8208	Original 50897-G
Revised 57723-G	SAMPLE FORMS - CONTRACTS, MOBILEHOME PARK UTILITY CONVERSION, PROGRAM AGREEMENT, Form 8210	Revised 54742-G
Revised 57724-G	TABLE OF CONTENTS	Revised 57412-G
Revised 57725-G	TABLE OF CONTENTS	Revised 57498-G
Revised 57726-G	TABLE OF CONTENTS	Revised 57214-G
Revised 57727-G	TABLE OF CONTENTS	Revised 57688-G
Revised 57728-G	TABLE OF CONTENTS	Revised 57599-G

#### PRELIMINARY STATEMENT - PART V – BALANCING ACCOUNTS MASTER METER BALANCING ACCOUNT (MMBA)

#### Sheet 1

#### 1. Purpose

The MMBA is an interest-bearing balancing account reflected on SoCalGas' financial statements. The purpose of the MMBA is to record the incremental costs associated with the conversion of mastermetered service (i.e., Mobile Home Park Conversion Program) at mobile home parks and manufactured housing communities to direct utility service. The Mobile Home Park (MHP) Conversion Pilot Program is a pilot program as authorized in Decision (D.) 14-03-021 and extended pursuant to Resolution E-4958. The Mobilehome Park Utility Conversion Program is a 10-year program, beginning January 1, 2021, with 2020 as a transition year, through 2030, as authorized in D.20-04-004. The MMBA will record program expenses for parks that are converted pursuant to Resolution E-4958. The MMBA will further record program expenses for parks that are converted pursuant to D.20-04-004. Pursuant to D.19-09-051, SoCalGas' Test Year (TY) 2019 General Rate Case (GRC), the Commission approved costs for thirty-two MHP conversion projects that were completed through 2016 for inclusion in TY 2019 GRC. As a result, effective with the implementation of the TY 2019 GRC, the MMBA will no longer record O&M and capital-related costs on the "to-the-meter" assets associated with these MHP conversion projects.

#### 2. Applicability

This account will be incorporated in gas distribution rates and apply to all gas distribution customers except for those specifically excluded by the Commission.

#### 3. Rates

See Disposition Section.

#### 4. Accounting Procedures

SoCalGas shall maintain the MMBA by recording entries at the end of each month as follows, net of FF&U, where applicable:

a) A debit entry equal to the actual incremental revenue requirements (i.e., O&M and capitalrelated costs such as depreciation, taxes and return) associated with the "to the meter" Mobile Home Park conversion costs capitalized and placed in service upon system cutover to direct utility service, including incremental O&M start-up costs such as customer outreach, administration and other ongoing costs to implement the pilot program;

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. DECISION NO. 20-04-004

1C10

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) SUBMITTED Jun 8, 2020 Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

N D N N

N

N

D.N

Revised Revised LOS ANGELES, CALIFORNIA CANCELING

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

57713-G 56146-G

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 1

T

D.N

D,N

D

N

N D

D

D,N

L

L

L D,L

L

A. General

SoCalGas offers the Mobilehome Park Utility Conversion Program (MHP Program) as a voluntary program to convert approximately 50 percent of eligible master-metered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within SoCalGas' service territory. Subject to the requirements set forth in this Rule, all eligible spaces (including both "To-the-Meter" and "Beyondthe-Meter") and common use services within the entire MHP will be converted from master-metered natural gas distribution service to direct SoCalGas distribution and service (Distribution System). The conversion rate for the MHP Program is approximately 3.33% annually.

B. Applicability

The MHP Program is available to all eligible master-metered MHPs within SoCalGas' service territory, as defined in Section C below. Within the eligible MHPs, the only eligible Mobilehome spaces are those, as shown on the MHP operating permit issued by the Authority Having Jurisdiction (AHJ). Recreational vehicle parks and spaces are not eligible for the MHP Program.

C. MHP Program Eligibility

- 1. MHPs must meet all of the following criteria to be eligible for the MHP Program. MHP Program eligibility does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct service from SoCalGas.
  - a. Receive natural gas through a utility-owned master meter, own and operate the distribution system, and furnish natural gas and/or electricity to residents;
  - b. Operate under a current and valid license from the governmental entity with relevant authority;
  - c. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the time that the MHP Program Agreement is executed by SoCalGas; and
  - d. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. DECISION NO. 20-04-004

1C13

ISSUED BY Dan Skopec Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

L

57714-G 56147-G

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 2

(Continued)

#### C. MHP Program Eligibility (Continued)

T,L

T

- 2. MHP Owners/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following documents:
  - CPUC's Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation (CPUC's Form of Intent);
  - b. Mobilehome Park Utility Conversion Program Application (MHP Program Application) (Form 8208); and
  - c. Mobilehome Park Utility Conversion Program Agreement (MHP Program Agreement) (Form 8210).

D,N

D,N

#### D. MHP Program Components

L

L

L

1. CPUC's Form of Intent

T.L

CPUC's Form of Intent will be accepted January 1, 2021, through March 31, 2021 (90-day period). The MHP Owner/Operator must complete and submit the CPUC's Form of Intent concurrently to both the Safety and Enforcement Division (SED) of the CPUC and SoCalGas. CPUC's Forms of Intent received after the 90-day period will be placed on a waiting list.

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

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. DECISION NO. 20-04-004

2513

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED **EFFECTIVE** RESOLUTION NO.

57715-G 56148-G

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 3

(Continued)

#### D. MHP Program Components (Continued)

T,L

N

N

T

#### 1.a. (Continued)

2) SoCalGas will receive a list of pre-qualified CPUC's Forms of Intent from SED and HCD. SoCalGas will then contact the MHPs with the highest priority to participate in the MHP Program until the MHP Program goal is achieved. SoCalGas will undertake its best efforts to communicate and coordinate with other utilities and notify relevant serving municipal utilities when an MHP within a municipal utility's service area has been determined to be a participant in the MHP Program. The notice should include the contact information for both the serving electric and gas utilities and the MHP and the proposed schedule for transferring the system. The notice should also include whether other MHP utility systems such as water or sewer are currently master-metered. Additionally, during the planning phase or upon submission of the application, SoCalGas will notify the California Advanced Services Fund (CASF) regional broadband Consortia (https://www.cpuc.ca.gov/General.aspx?id=6442461039) and the primary jurisdiction (e.g., city or county). The notification should include the project location (street address and Geographic Information System coordinates if possible), timeline, utility contact, and other relevant information.

#### 2. MHP Program Application

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

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 5642 \\ \text{DECISION NO.} & 20\text{-}04\text{-}004 \\ \end{array}$ 

ISSUED BY

Dan Skopec

Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Jun 8, 2020

EFFECTIVE Jul 8, 2020

RESOLUTION NO.

3C15

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 4

T

(Continued)

#### D. MHP Program Components (Continued)

#### 3. MHP Program Agreement

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

#### 4. Construction

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

#### 5. Cutover of Service

- a. Cutover to direct service from SoCalGas will occur only after the inspection and approval of the "Beyond-the-Meter" facilities by the appropriate jurisdictional authorities.
- b. The MHP Owner/Operator master-meter submetered discount will continue in full until and only cease at complete cutover of all qualifying spaces to direct service from SoCalGas.
- c. MHP residents (tenants or owners of the Mobilehome) will become customers of SoCalGas and served in accordance with all applicable rates, rules and conditions set forth in SoCalGas' existing Tariffs, except as otherwise noted in this Rule.

(Continued)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 5642 \\ \text{DECISION NO.} & 20\text{-}04\text{-}004 \\ \end{array}$ 

4C:12

ISSUED BY

Dan Skopec

Vice President

Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) SUBMITTED  $\frac{Jun~8, 2020}{Jul~8, 2020}$  RESOLUTION NO.

D.N

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 5

(Continued)

#### D. MHP Program Components (Continued)

#### 6. Ownership of Facilities After Conversion

- a. Upon cutover to direct service, SoCalGas will own, operate, and maintain all of the "To-the-Meter" natural gas distribution and service systems within the MHP in accordance with all applicable rates, rules and conditions set forth in SoCalGas existing Tariffs.
- b. The MHP Owner/Operator or mobilehome Owner will own, operate and maintain all "Beyond-the-Meter" facilities in accordance with State and local jurisdictional codes and ordinances.
- c. SoCalGas shall have no liability for the MHP submetered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion. The MHP Owner/Operator will hold harmless, defend and indemnify the Utility from all causes of action or claims arising from or related to these systems.

#### 7. Safety

The MHP Owner/Operator and its Contractor participating in the MHP Program recognize and agree that safety is of paramount importance in the performance of the MHP Program and are solely responsible for performing the "Beyond-the-Meter" work in a safe manner and in accordance with the National Electric Code, Universal Plumbing Code and the Safety Section of the MHP Program Agreement.

#### 8. Reimbursement to MHP Owner/Operator

SoCalGas will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program.

For common areas, consistent with existing requirements for SoCalGas to safely and efficiently connect its facilities with its natural gas main pipeline facilities, SoCalGas will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the SoCalGas mainline facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery points(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. DECISION NO. 20-04-004

5C11

ISSUED BY Dan Skopec Vice President

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 Jul 8, 2020

T

T

SUBMITTED **EFFECTIVE** Regulatory Affairs RESOLUTION NO. Revised

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

57718-G 56151-G

Revised LOS ANGELES, CALIFORNIA CANCELING

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 6

T

D,N

(Continued)

#### D. MHP Program Components (Continued)

#### 8. Reimbursement to MHP Owner/Operator (Continued)

Beyond-the-Meter expenditures shall include costs relating to any modification or retrofit of the exterior of the Mobilehome, costs associated with service relocations, rearrangements, but does not include upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. Expenditures related to common areas shall not be included, nor shall SoCalGas be responsible for the installation, modification, and/or permitting of necessary MHP owned gas pipeline facilities, or other non-SoCalGas owned facilities necessary to accommodate gas riser installations. Moreover, SoCalGas is not responsible for any beyond-the-meter work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure.

The amount eligible for reimbursement will be stated in the MHP Program Agreement.

#### 9. Payment to SoCalGas

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

#### 10. Changes to Mobilehome

Any change to the mobilehome as part of the to-the-meter utility work may require prior permission from the registered owner of the home. Permission from a resident who is not the registered owner is not sufficient.

#### E. Interaction with Other Tariffs

#### 1. MHP Residents

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

Rule No. 07, Deposits: Existing MHP residents who become customers of SoCalGas, through the MHP Program, will be deemed "grandfathered" into their SoCalGas service accounts and, on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Rule No. 09.

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. 20-04-004 DECISION NO.

ISSUED BY Dan Skopec Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

T

CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

57719-G 56152-G

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 7

T

D.T

D,T

(Continued)

- E. Interaction with Other Tariffs (Continued)
  - 1. MHP Residents (Continued)
    - b. CARE Program: Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) Program through the MHP master-metered distribution system and become customers of SoCalGas through the MHP Program will be deemed "grandfathered" into the CARE Program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE Program. This will be a one-time exception to the CARE Program at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE Program.
    - Medical Baseline Allowance: Existing MHP residents who receive the medical baseline allowance through the MHP master-metered distribution system and become customers of SoCalGas through the MHP Program will be deemed "grandfathered" and will continue to receive the same medical baseline allowance without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the medical baseline allowance at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Allowance.
    - d. <u>Service Establishment Charge</u>: Existing MHP residents who become customers of SoCalGas through the MHP Program will be deemed "grandfathered" into their SoCalGas service account, whereby MHP residents, on a one-time basis, will not be charged fees associated with service establishment or service connection. This will be a one-time exception to the Service Establishment Charge.
  - 2. MHP Owner/Operator(s)

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

a. Rule No. 20, Gas Main Extensions: Because SoCalGas will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Rule No. 20 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to, applicants' responsibilities; allowances; contributions or advances; refunds; and design and installation options.

D,N

D,N

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. DECISION NO. 20-04-004

7C:12

ISSUED BY Dan Skopec Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

57720-G 56153-G

LOS ANGELES, CALIFORNIA CANCELING

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 8

T

(Continued)

- E. <u>Interaction with Other Tariffs</u> (Continued)
  - 2. MHP Owner/Operator(s) (Continued)
    - b. <u>Rule No. 21, Gas Service Extensions</u>: Because SoCalGas will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Rule No. 21 that cover applicant responsibilities or options are not applicable to MHP Owners/Operators while participating in the MHP Program. This may include, but is not limited to, applicants' installation options, allowances and payment.

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

#### F. Definitions and Acronyms

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

- 1. MHP PROGRAM AGREEMENT The Mobilehome Park Utility Conversion Program Agreement (Form 8210).
- 2. BEYOND-THE-METER Gas "Beyond-the-Meter" facilities include the gas equipment to establish the Service Delivery Point as identified in the "Required Service Equipment" of Rule No. 21, along with the infrastructure necessary to complete the extension of facilities from the gas metering facility to the exterior coach line stub. The Utility will not be responsible for any part of the point of connection material, including labor, or any work that would require an alteration permit. "Beyond-the-Meter" facilities are the responsibility of the MHP Owner/Operator or the mobilehome owner. The exterior coach line stub outlet will continue to be part of the mobilehome and be the responsibility of the mobilehome owner.
- 3. COMMON USE AREA Designated building(s), areas, or facilities within an MHP that is (are) intended to be used by all the park residents or the MHP Owner/Operator. Energy costs for servicing the common area are paid for by the MHP Owner/Operator.
- 4 MHP PROGRAM APPLICATION The Mobilehome Park Utility Conversion Program Application (Form 8208).

D,N

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 5642 DECISION NO. 20-04-004

ISSUED BY

Dan Skopec

Vice President

Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{SUBMITTED} & \underline{Jun~8,2020} \\ \text{EFFECTIVE} & \underline{Jul~8,2020} \\ \text{RESOLUTION NO.} \end{array}$ 

D.N

#### Rule No. 44 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 9

T

D,N

(Continued)

- F. <u>Definitions and Acronyms</u> (Continued)
  - 5. HCD California Department of Housing and Community Development. HCD administers and enforces uniform statewide standards which assure owners, residents and users of mobilehome parks protection from risks to their health and safety.
  - 6. CPUC's FORM OF INTENT The CPUC's Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to direct service from electric or gas corporation (Appendix D of D.20-04-004).
  - 7. MANUFACTURED HOUSING COMMUNITY Any area or tract of land where two or more manufactured home lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, only to accommodate the use of manufactured homes constructed pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974.
  - 8. MOBILEHOME SPACE (MH-Space) Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation.
  - 9. MOBILEHOME PARK OWNER/OPERATOR (MHP Owner/Operator) The party that has legal obligation for the MHP.
  - 10. MHP RESIDENT A person who has tenancy in a mobilehome park under a rental agreement or who lawfully occupies a mobilehome.
  - 11. SED California Public Utilities Commission's Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, highway/rail crossings, licensing, consumer protection, safety oversight of motor carriers of passengers, household goods, water vessels, and regulatory oversight of hot air balloons and some air carriers.
  - 12. SERVICE DELIVERY POINT Where SoCalGas' Service Facilities are connected to applicant's pipe (house line), normally adjacent to the location of the meter.
  - 13. TO-THE-METER Gas "To-the-Meter" facilities include all gas facilities (e.g. connection fittings, pipe, valves, riser, regulator and meters) including substructures necessary to complete the gas distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by SoCalGas.
  - 14. AUTHORITY HAVING JURISDICTION (AHJ) An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

N |

N

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5642
DECISION NO. 20-04-004

ISSUED BY

Dan Skopec

Vice President

Regulatory Affairs

 $\begin{array}{c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{SUBMITTED} & \underline{Jun~8,2020} \\ \text{EFFECTIVE} & \underline{Jul~8,2020} \\ \text{RESOLUTION NO.} \end{array}$ 

Revised LOS ANGELES, CALIFORNIA CANCELING Original CAL. P.U.C. SHEET NO. CAL. P.U.C. SHEET NO.

57722-G 50897-G

#### **SAMPLE FORMS - APPLICATIONS** MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION, Form 8208

T

(See Attached Sample)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. 20-04-004 DECISION NO.

1H12

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 20-04-004
and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule <sup>1</sup> ), the
Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility
Conversion Program (MHP Program) to replace existing privately owned master-meter electric and/or gas
distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility
service to each individual MHP space within the MHP. This includes all common use area services and
meters

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

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

Electric <u>Service</u>	Natural Gas <u>Service</u>	
	N/A	Bear Valley Electric Service
Ш	N/A	Liberty Utilities (CalPeco Electric)
Ш	N/A	Pacific Power, a Division of PacifiCorp
Ш		Pacific Gas and Electric Company
Н		San Diego Gas & Electric Company
	N/A	Southern California Edison Company
N/A		Southern California Gas Company
N/A		Southwest Gas Corporation

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

Date of Issuance:

Bear Valley Electric – Rule 23
Liberty Utilities – Rule 23
Pacific Gas and Electric – Rule 28
Pacific Power – Rule 26

San Diego Gas and Electric – Rule 44
Southern California Edison – Rule 27
Southern California Gas – Rule 44
Southwest Gas – Rule 23

Form 8208 Page 1 of 17

<sup>&</sup>lt;sup>1</sup> MHP Rule by Utility

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

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

<u>NOTE</u>: Current registration with the Authority Having Jurisdiction (AHJ) is required for the MHP prior to execution of the MHP Agreement, or sooner at the utility's discretion. If the MHP Program requires that the utility connection of the mobilehome be altered to complete the conversion, the Mobilehome Park Owner/Operator is responsible to obtain such agreement from the registered owner of the mobilehome prior to the alterations being made, as required by the AHJ.

This Application has been developed as part of the CPUC's regulatory process and conforms to CPUC D.20-04-004. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

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



**Bear Valley Electric Service** 

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



Liberty Utilities (CalPeco Electric) LLC 933 Eloise Avenue

South Lake Tahoe, CA 96150



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



Pacific Power 300 S. Main Yreka, CA 96097



#### San Diego Gas & Electric Company

MHP Program, CP62E 8306 Century Park Ct. San Diego, CA 92123-1530



#### **Southern California Edison Company**

MHP Utility Conversion Program
Rancho Cucamonga Regional Office, G139
9500 Cleveland Ave, Rancho Cucamonga, 91730



Glad to be of service."

#### Southern California Gas Company

MHP Program, SC720J A1 8101 Rosemead Blvd, Pico Rivera, CA 90660-5100



#### **Southwest Gas Corporation**

Attn: MHP Program 13471 Mariposa Road Victorville, CA 92392

Form 8208 Page 2 of 17

#### 1. MHP Project Information

Mobilehome Park Name:			
Address:			
City:		State: _	
County:		ZIP:	
Nearest Cross Street: _			
HCD Mobilehome Park		·	<del>-</del>
Total number of MHP s	paces permitted	by HCD:	as of:
Total Number of permit which are permitted for			gas or electric service, excluding spaces aces:
Number of MHP Space	s Occupied by Re	esidents:	
Number of Unoccupied	MHP Spaces:		
Number of Recreationa	l Vehicles (RVs) <sup>3</sup>	Spaces:	
Year MHP was establis	hed:		
Applicant / Owner/ Ope	erators Name:		
Day Phone:			
Cell Phone:			
Fax: ()	En	nail Address	::
Mobilehome Unit Owne	ership Type		
☐ All units on com☐ Common use sh		el	☐ Units on individual parcels ☐ Other:
Does the MHP Owner/	Operator have a	current and	valid license to operate a MHP?
□ No □ Yes License Number:			
Is the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?			
□ No	□ Yes		
Is the MHP operated on leased real property?			
□ No	□ Yes	Number of	years remaining on landlease:

Form 8208 Page 3 of 17

<sup>&</sup>lt;sup>3</sup> RV Spaces are not eligible for conversion under the MHP Program.

#### 2. Business Information

	Legal Name to appear on co	ııracı	
	<ul><li>☐ Individual</li><li>☐ Limited Liability Corporation</li><li>☐ Other</li></ul>	☐ Partnership on ☐ Governmental Agency	☐ Corporation ☐ Sole Proprietor
	State of Incorporation or LLC	:	
	Name of person authorized to	o sign contracts:	
	Title:		
		::	
	City:	State:	
	County:	ZIP:	
	Phone Number:	Email:	
С		,	
	ontractor hired by the M		<ul> <li>MHP Owner/Operator, th nd the Utility).</li> </ul>
С	· · · · · · · · · · · · · · · · · · ·	,	
c a		•	
	. Name of MHP Representative	•	
	. Name of MHP Representative	e: _	
	. Name of MHP Representative Title: Address:	e: _	
	. Name of MHP Representative Title: Address: City:	e: _	ZIP:
	. Name of MHP Representative Title: Address: City: Day Phone:	e: _ State:	ZIP:
	. Name of MHP Representative Title: Address: City: Day Phone: Cell Phone:	e: _ State:	ZIP:
	. Name of MHP Representative Title: Address: City: Day Phone: Cell Phone: Fax:	e: _ State:	ZIP:
a	. Name of MHP Representative Title: Address: City: Day Phone: Cell Phone: Fax:	e:State:	ZIP:
a	. Name of MHP Representative Title:	e:State:	ZIP:
a	. Name of MHP Representative Title:  Address: City: Day Phone: Cell Phone: Fax: Email Address: . Name of MHP Representative Title:	e:State:e:	ZIP:
a	. Name of MHP Representative Title:  Address: City: Day Phone: Cell Phone: Fax: Email Address: . Name of MHP Representative Title:	e:State:e:	ZIP:
a	. Name of MHP Representative Title: Address: City: Day Phone: Cell Phone: Fax: Email Address: Name of MHP Representative Title: Address: City:	e:State:e:	ZIP:
a	Name of MHP Representative Title: Address: City: Day Phone: Fax: Email Address: Name of MHP Representative Title: Address: City: Day Phone:	e:State:	ZIP:

Page 4 of 17 Form 8208

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

a.	Electric Service:					
	Electric Service Provi	Electric Service Provider:				
	Name as it appears on bill:					
	Type of Service:	☐ Electric Overhead Service ☐ Electric Underground Service				
		☐ Other:				
	Does the MHP purchase electricity through a third party (e.g., Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?					
	□ No	☐ Yes, Provider Name:				
	Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule:					
	Current Electric S	ervice Account Number Current Rate Schedule				
	To list additional acco	vunte use Attachment "P"				
	TO list additional acco	To list additional accounts use Attachment "B"				
b.	Gas Service (if appli	cable):				
	Name of Gas Service	Name of Gas Service Provider:				
	Name as it appears o	n bill:				
	Type of Service:	☐ No Gas Service available at MHP (Electric only)				
		□ Natural Gas System				
		Propane System (Centralized tank with MHP distribution system				
		□ Propane System (at each MH-Space)				
		□ Other:				
	Does the MHP purchase gas through a third party (e.g., Core Transport Agent[CTA])?					
	□ No	☐ Yes, Provider Name:				

Form 8208 Page 5 of 17

	Current Gas Se	rvice Account Number	Current Rate Schedule			
-	Carrent Gas Ge	TVICE / LOCULIE TVAINISCE	Our Mate Goriedate			
_						
_						
_						
_						
_						
7	o list additional acc	ounts use Attachment "	<i>'B"</i>			
-	elephone Service (	(if applicable).				
	•	, ,				
			e Service			
•	) po 0. 00. 1.00.		_ chasigiound i none control			
. (	Cable/Satellite Serv	·				
	Name of Cable/ Satellite Service Provider:					
	Name as it appears on bill:					
Т	ype of Service:	☐ Overhead Cable	e Service    Underground Cable Service			
		☐ MHP Owned Ca	ble/Satellite/Phone Service			
		□ Other:				
ur	rent Energy Met	ering Arrangemer	nt			
E	:lectric		<u>Gas</u>			
Г	1 Master-Meter/Sub	-Meter Electric	☐ Master Meter/Sub-Meter Gas			
	☐ Master Electric Me		☐ Master Gas Meter, no Sub-Meter			
L	Other:		□ Other:			
ne	rgy Usage/Load	Information				
. <u>E</u>	lectric Load Inform	nation				
1	) Typical MHP Sp	ace				
•		ace Main Switch Size				
		ervice Termination End	closure)Amps			

5.

6.

Form 8208 Page 6 of 17

#### 2) Common Use Area Common Use Area Electric Service: # 1 Description: Phase: Main Size: ☐ Lift Station ( HP) ☐ MHP Office KW) KW) KW) ☐ Street Lights (\_\_\_\_\_ ☐ Swimming Pool (\_ ☐ Club House (\_\_\_\_\_KW) ☐ Area Lighting KW) ☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site KW) □ Others KW) Common Use Area Electric Service: # 2 Description: Main Size: \_\_\_\_\_ Voltage:\_\_\_ Phase: ☐ Lift Station ( HP) ☐ MHP Office KW) ☐ Street Lights ( KW) ☐ Swimming Pool ( KW) ☐ Club House ( KW) KW) ☐ Area Lighting ☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site KW) □ Others KW) Additional Common Use Area Service - For additional electric common use area service requests use Attachment "B" 3) Streetlighting ☐ Streetlights to be served under general service rates with common use areas ☐ Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamptype). Lamp Type: # 1 ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor ☐ Mercury Vapor ☐ Metal Halide ☐ Incandescent ☐ LED □ Other \_\_\_\_\_ Watts per lamp:\_\_\_\_\_Number of lamps/fixtures: \_\_\_\_\_ Additional Lamps Types – If the MHP has additional streetlight lamp types, use Attachment "B" How are streetlights currently served? ☐ Served directly from Master meter account ☐ Served from MH sub-meter, or MH pedestal

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

□ Direct unmetered connections

Form 8208 Page 7 of 17

	4) Self-Generation – Is there currently any self-generation (e.g., photovoltaic or wind generation) equipment servicing the common areas of the MHP?		
		☐ Yes (Size of systemKW) ☐ No	
		Electric Vehicle Charging Station – Is there currently a public Electric Vehicle Charging Station located at the MHP that is available for all the residents of the MHP?	
		☐ Yes (Charger sizekW) ☐ No	
b.	Na	tural Gas Load Information (if applicable)	
		tural Gas Load Information: Natural gas will be delivered at the Utilities standard service delivery essure per Rule 2.	
	gra opi dei	equests for elevated service delivery pressure require the Utilities' review and approval. If anted, elevated service delivery pressure may be reduced at any time due to the Utility erational needs. Special Facilities and cost-of-ownership charges may apply for elevated service livery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. Btu/h = 1,000 Btu/h)	
	1)	Mobilehome Gas Appliances:	
		Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2	
	2)	Common Use Area	
		Common Use Area Gas Service: #1Description:	
		Gas Service Delivery Pressure Requested: ☐ Standard delivery pressure ☐ Other (psig)	
		Gas appliances that can be found in common use areas: (check all that applies)	
		□ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rating: □ Furnace- Btu rating: □ On-Demand Water Heater □ Outdoor Gas Heaters  Btu rating: □ Btu rating: □ Btu rating: □ Dutdoor Gas Heaters  Btu rating: □ Other gas loads: □ Btu rating: □ Dutdoor Gas Heaters	
		Common Use Area Gas Service: #2Description: Gas Service Delivery Pressure Requested:	
		□ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rating: □ Furnace- Btu rating: □ On-Demand Water Heater □ Outdoor Gas Heaters  Btu rating: □ Btu rating: □ Btu rating: □ Other gas loads: □ Btu rating: □ Dutcoor Gas Heaters	

<u>Additional Common Use Area Service</u> - For additional gas common use area service requests use the "Natural Gas Common Use Area Services" portion of Attachment "B."

Form 8208 Page 8 of 17

#### 7. Additional Documentation

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

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

#### 8. Planning, Engineering and Construction

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

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

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and its selected Contractor, to develop an appropriate cost estimate of

Form 8208 Page 9 of 17

"Beyond-The-Meter" work by outlining roles and responsibilities of the parties involved and defining the "Beyond-The-Meter" work that will be eligible for reimbursement by the Utility under the MHP Program.

#### 9. Application Deadline

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

#### 10. Next Steps

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

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

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

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

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

After the MHP Agreement is fully executed, construction can begin.

#### 11. Cancellation of MHP Application

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

The Utility may cancel this Application for, but not limited to, the following situations: (1) the failure, refusal or inability of the MHP Owner/Operator to perform specified activities and responsibilities set forth in this Application in a timely manner, after receiving notice from the Utility and an opportunity to cure; (2) failure or inability of the MHP Owner/Operator to supply the name of the Contractor who will perform all of the

Form 8208 Page 10 of 17

"Beyond-The-Meter" work at the MHP and the estimate cost for such work, within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) The MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

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

#### 12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person<sup>4</sup>, or an authorized representative of the entity, that is legally responsible for the MHP, and that the information provided is true and correct to the best of my knowledge. I certify that the MHP Owner/Operator are the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue their utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park	Signature
Name of Owner/Operator	Type/Print Name
Date	Title

Form 8208 Page 11 of 17

<sup>&</sup>lt;sup>4</sup> If multiple signatures are required, please copy this certification page as needed and include with your Application.

#### Attachment A - Additional Documentations

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

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

Form 8208 Page 12 of 17

# MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

informatio	nt B of this Application is used to document add in that are in excess of what can be documented rovide the following: (check all that applies)			
	Electric Service Account Information Natural Gas Service Account Information Electric Common Use Area Services Inform Streetlight Lamp Type Gas Common Use Area Services Information No additional information, beyond what is p	on	in the MHP Application	
	tric Service Account Information: e list any additional Electric Service Accounts N	umbers	currently serving the MHP that is not	
	led in the MHP Application.		, -	
_	Current Electric Service Account Number		Current Rate Schedule	
_				
_				
_				
_				
_				
_				
_				
_				
_				
_				

Form 8208 Page 13 of 17

# MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

#### 2. Natural Gas Service Account Information:

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

Current Gas Service Account Number		Current Rate Schedule
	-	
	-	
	-	_
	-	
	_	
	-"	
	=	
	-	
	-	
	=	
	_	
	-	
	-	
	-	
	-	
	=	
	_	
	_	
	-	
	-	
	=	
	-	_
	-	
	_	
	_	
	-	
	-	
	-	

Form 8208 Page 14 of 17

# MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

#### 3. Electric Common Use Area Services:

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

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Ser	vice: #	Description:			
Voltage:	Phas	e:	Main Size:		
☐ Lift Station (		HP)	MHP Office	(	
☐ Street Lights (			Swimming Pool		
☐ Club House (			Area Lighting	(	KW)
☐ Sprinkler/Irrigation Cont	rols (must	be metered)	Park Site	(	<u>KW</u> )
☐ Others				_(	KW)
Common Use Area Electric Ser	vice: #	Description:_			
Voltage:	Phas	e:	Main Size:		
☐ Lift Station (		HP)	MHP Office	(	KW)
☐ Street Lights (			Swimming Pool	(	KW)
☐ Club House (			Area Lighting	(	KW)
☐ Sprinkler/Irrigation Cont			Park Site	(	KW)
☐ Others				_(	KW)
Common Use Area Electric Ser	vice: #	Description:			
Voltage:	Phas	e:	Main Size:		
☐ Lift Station (			MHP Office	(	KW)
☐ Street Lights (		KW)	Swimming Pool	(	KW)
☐ Club House (			Area Lighting	(	
☐ Sprinkler/Irrigation Cont	rols (must	be metered)	Park Site	(	KW)
☐ Others				_(	KW)
Common Use Area Electric Ser	vice: #	Description:_			
Voltage:	Phas	e:	 Main Size:		
☐ Lift Station (		<u>HP</u> )	MHP Office	(	<u>KW</u> )
☐ Street Lights (		KW)	Swimming Pool	(	KW)
☐ Club House (			Area Lighting	(	<u>KW</u> )
☐ Sprinkler/Irrigation Cont	rols (must	be metered)	Park Site	(	KW)
□ Others				1	K\\\/\

Form 8208 Page 15 of 17

# MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

#### 4. Streetlight Lamp Type

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

Lamp Type:#  ☐ High Pressure Sodium Vapor  ☐ Mercury Vapor  ☐ Incandescent  ☐ Other	☐ Low Pressure Sodium Vapor☐ Metal Halide☐ LED
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	☐ Low Pressure Sodium Vapor☐ Metal Halide☐ LED
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	☐ Low Pressure Sodium Vapor☐ Metal Halide☐ LED
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:#  ☐ High Pressure Sodium Vapor  ☐ Mercury Vapor  ☐ Incandescent  ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:

Form 8208 Page 16 of 17

# MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

#### 5. Natural Gas Common Use Area Services:

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

Provide additional sheet as necessary Common Use Area Gas Service: #\_\_\_\_\_Description: \_\_\_\_\_ ☐ Other ( psig) Gas Service Delivery Pressure Requested: ☐ ¼ psig □ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rati □ On-Demand Water Heater
□ Outdoor Gas Heaters
□ Btu rating:
□ Other gas loads:
□ Other gas loads: Btu rating: Common Use Area Gas Service: #\_\_\_\_\_Description: \_\_\_\_\_ ☐ ¼ psig ☐ Other ( psig) Gas Service Delivery Pressure Requested: □ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rating: □ Fu □ On-Demand Water Heater □ Outdoor Gas Heaters
Btu rating: □ Btu rating: □ Other gas loads: □ Other gas loa Btu rating: Common Use Area Gas Service: #\_\_\_\_\_Description: \_\_\_\_\_ ☐ ¼ psig ☐ Other (\_\_\_psig) Gas Service Delivery Pressure Requested: 

 □ Gas Range - Btu rating:
 □ Laundry Dryer- Btu rating:

 □ Water Heater- Btu rating:
 □ Pool/Spa Heater- Btu rating:

 □ Gas Oven- Btu rating:
 □ Furnace- Btu rating:

 □ On-Demand Water Heater
 □ Outdoor Gas Heaters

 Btu rating: \_\_\_\_ Btu rating: \_\_\_\_ Other gas loads: \_\_\_\_ Btu rating: Common Use Area Gas Service: #\_\_\_\_\_Description: \_\_\_\_\_ ☐ ¼ psig ☐ Other ( psig) Gas Service Delivery Pressure Requested: □ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Water Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rating: □ On-Demand Water Heater □ Outdoor Gas Heaters
Btu rating: □ Btu rating: □

□ Other gas loads: □ Btu rating: \_\_\_\_\_

Form 8208 Page 17 of 17

57723-G 54742-G

## LOS ANGELES, CALIFORNIA CANCELING Revised CAL. P.U.C. SHI SAMPLE FORMS - CONTRACTS

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT, Form 8210

T

(See Attached Sample)

 $\begin{array}{ll} \text{(TO BE INSERTED BY UTILITY)} \\ \text{ADVICE LETTER NO.} & 5642 \\ \text{DECISION NO.} & 20\text{-}04\text{-}004 \\ \end{array}$ 

1H11

ISSUED BY **Dan Skopec**Vice President

Regulatory Affairs

 $\begin{array}{c|c} \text{(TO BE INSERTED BY CAL. PUC)} \\ \text{SUBMITTED} & Jun \ 8, \ 2020 \\ \text{EFFECTIVE} & Jul \ 8, \ 2020 \\ \text{RESOLUTION NO.} \end{array}$ 

#### **Mobilehome Park Utility Conversion Program Agreement**

This Mobilehome Park Utility Conversion Program Agreement ("Agreement") is made and entered into by and between [Enter MHP Owner/Operator Name] ("MHP Owner/Operator"), a [enter type of corporate entity] organized and existing under the laws of the state of [enter applicable state], and the Utility, [Enter Utility Name] ("Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and [Utility] may be individually referred to as a "Party" and collectively as the "Parties."

#### **RECITALS**

WHEREAS, [Utility] offers a program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision (D.) 20-04-004 whereby master- metered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by [Utility] (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered utility system(s) in its MHP to direct service from [Utility] 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 [applicable utility tariff rule], which this Agreement is intended, in part, to effectuate. This Agreement and [applicable utility tariff rule] shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct [Utility name] electric and/or gas distribution and service, including all Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to ☐ Electric Only		direct [Utility name] s o Only	service (check one) □ Electric & Gas	
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:		

Form 8210 Page **1** of **29** 

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the CPUC's Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation, (Form of Intent), and the Mobilehome Park Utility Conversion Program Application (MHP Application) (Form 913.1), and continues to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility Conversion Program ("MHP Program"). Each Party agrees to undertake specific activities and responsibilities set forth in this Agreement and previous documents, on behalf of the individual MHP-Spaces at the MHP.
- 1.4. The number of MHP-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MHP-Spaces permitted by the California Department of Housing and Community Development or its designated agency, within the MHP and the number of unoccupied residential MHP-Space permitted by the California Department of Housing and Community Development or its designated agency that are designated on the Utilities' MHP Program Application and is currently able to receive electric service from the existing master- metered system (Legacy System).
- 1.5. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (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 Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.6. This Agreement conforms to D.20-04-004 and has been filed and approved by the CPUC for use between [Utility] and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This Agreement always shall be subject to such modifications as the CPUC may direct in the exercise of its jurisdiction.

#### 2. Representations

- 2.1. Each Party agrees to the terms and conditions of the MHP Program as stated in this Agreement, the MHP Application and MHP Rules. All tariffs associated with this Program may be amended from time to time, subject to CPUC approval.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for that Party in the execution of this Agreement.
- 2.3. Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery, and

Form 8210 Page **2** of **29** 

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

#### 3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) calendar days to sign and submit the Agreement to [Utility].
- 3.2. If requested by either party, a post-engineering meeting may 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. [Utility] and the Commission encourage consultation and coordination between Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. [Utility] may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs.
- 3.3. Agreements and documents shall be mailed to

[Utility Address]

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

- 4.1.MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the- Meter" work at the MHP and shall consult and coordinate with [Utility] on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.
- 4.2. If [Utility] and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond the Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3. The Contactor shall be selected based on the "most cost-effective option." [Utility] reserves the right to require that the MHP Owner/Operator submit multiple contractor bids, and to review the reasonableness of bids for "Beyond the Meter" work that are received by the MHP Owner/Operator. [Utility] and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).

Form 8210 Page **3** of **29** 

4.4. The MHP Owner/Operator understands and agrees that neither [Utility]'s consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by [Utility] of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that [Utility] makes no guarantee or warranty, either expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that [Utility] will not be liable for any claims related to "Beyond the Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless [Utility] and its officers, directors, employees and/or agents from and against any such claims.

#### 5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility 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- way or easements as described in [Utility]'s Distribution and Service Extension Rules ([applicable tariff rules]) and D.20-04-004.
- 5.2.2. [Utility] shall at all times have the right to enter and leave the Park for any purpose connected with the furnishing of electric and/or 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 [Utility] tariffs.

#### 5.3. Engineering and Planning – Electric Distribution System

- 5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by [Utility].
- 5.3.2. [Utility] will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MHP-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under [Utility]'s current Rules and Tariffs.

#### 5.4. Engineering and Planning – Gas Distribution System

- 5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by [Utility].
- 5.4.2. [Utility] will design and install a natural gas service line to deliver sufficient volume at [Utility]'s standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided

Form 8210 Page **4** of **29** 

by the MHP Program will be handled under [Utility]'s current Rules and Tariffs.

#### 5.5. Engineering and Planning – General

- 5.5.1. It shall be the MHP Owner/Operator's responsibility to ensure that any proposal prepared or received by the MHP Owner/Operator is based on 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 [Utility] the physical conditions at the work site, including, as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions, and spoil disposal areas; the availability, location, and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on Drawings; and the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by [Utility].
- 5.5.2. The MHP Owner/Operator will continue to own and be responsible for the "Beyond- the-Meter" service facilities. Further, if [Utility] installs a Meter Shed to help protect its meter set assembly from potential damage due to the accumulation of snow and ice, the MHP Owner/Operator will own and be responsible for said Meter Shed.
- 5.5.3. [Utility] will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. For common areas, [Utility] will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the [Utility]'s main distribution facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations. [Utility] will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. Requests for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program but are approved by [Utility], will be designed under the guidance of the Service Relocation and Rearrangement provisions of [applicable utility tariff rule]. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment B and C of this Agreement.
- 5.5.4. Requests for service relocations, rearrangements, and upgrades not covered by the MHP Program may be made by the MHP Owner/Operator and such modifications and additional incremental costs will be the sole responsibility of the MHP Owner/Operator requesting party and will be handled under [Utility]'s current applicable Tariffs. Request for service modification may be made by MH Owners directly to [Utility] in resident

Form 8210 Page **5** of **29** 

owned MHP and as permitted by the MHP's Rules and Regulations. Such requests for "To-the-Meter" services may require a separate 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 the MHP resident requesting the modifications shall be listed in [applicable attachments] of this Agreement. All costs not covered by the MHP Program must be paid in full to [Utility] prior to or with the submittal of the MHP Program Agreement for the construction phase to begin.

- 5.5.4.1. The MHP Owner/Operator, or its representative, is responsible for collecting any and all fees associated with "To-the-Meter" electric service modifications not covered by the MHP Program that were requested on behalf of the MHP residents and due to [Utility] under the current Rules and Tariffs. The MHP Owner/Operator, or its representative, must forward those payments to the appropriate Utility.
- 5.5.4.2. "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 are not subject to [Utility] reimbursement.
- 5.5.4.3. 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 redesigning and/or re-engineering. Additional redesigned and/or re-engineered costs will be the sole responsibility of the requesting party.
- 5.5.5. 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 [Utility] and/or the Contractor. Relocation or removal of such obstructions as agreed to by [Utility] is the responsibility of the MHP Owner/Operator and will not be covered by the program, unless previously approved by [Utility]. Temporary facilities may include, but is not limited to, storage sheds, decks, awnings, car ports, or any facilities that are not normally provided by the MHP.
- 5.5.6. 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 its 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.

#### 5.6. Existing Distribution System (Legacy System)

5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submetered system (Legacy System) and continue to provide utility service to the MHP Residents until cutover to direct [Utility]

Form 8210 Page **6** of **29** 

- service. The Legacy System will, always, remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (including above ground facilities, i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.
- 5.6.2. [Utility] shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. [Utility] shall isolate the new and existing legacy systems. [Utility] shall not incur any expenses associated with the removal or retirement of the existing system under the MHP Program. Should removal of the master-metered distribution system be necessary to complete the conversion to direct utility service from [Utility], such costs may, at [Utility]'s discretion, be included in the MHP Program if it is necessary and can be done so efficiently.
- 5.6.3. If the MHP has an existing propane gas distribution system, [Utility] 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 Distribution and Service Extension Rules [applicable utility tariffs] and would not qualify under the MHP Program.

#### 5.7. Permits

- 5.7.1. Except for the routine, ministerial construction permits to be acquired by [Utility] pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but is not limited to, the following:
  - Environmental and governmental agency permits.
  - Caltrans permits.
  - Railroad permits.
  - HCD and/or local City and County building permits for 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.

Permits for the abandonment of the Legacy System.

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

The Utility may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by [Utility] will be paid by the MHP Owner/Operator.

5.7.2. [Utility] will review all permits prior to construction. No work will be performed by [Utility] or the Contractor under the MHP Program until the MHP's Owner/Operator and/or [Utility] obtains the required permits.

Form 8210 Page 7 of 29

#### 5.8. Environmental, Endangered Species, and Cultural Resources Review

- 5.8.1. Any environmental, endangered species, and cultural resources remediation or other resolution of environmental issues, and the costs associated with those efforts, are solely the responsibility of the MHP Owner/Operator 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.
- 5.8.2. 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 solely responsible for working 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 [Utility] to resolve environmental, endangered species, and cultural resources issues prior to completing the project. However, the extension will not extend past the program period of the program unless approved by the CPUC.

#### 5.9. Outreach and Education

- 5.9.1. The MHP Representative will be the central liaison for the MHP and will be responsible for relaying project information to MHP Residents and to [Utility]. The MHP Representative will be the channel by which [Utility] 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 MHP Owner/Operator-hired "Beyond-the-Meter" contractor will provide status updates to [Utility]. The MHP Representative shall assure that such notices are communicated or distributed to the appropriate party in a timely manner.
- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.9.3. 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.
- 5.9.4. The MHP Owner/Operator grants [Utility] the right to contact the residents of the MHP directly and to inform the MHP residents about the MHP Program, accounts setup, and other programs and services that will be available to MHP residents 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 their submittal of the MHP Application, they must do so with the submission of the MHP Agreement (Attachment [##]). 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.

Form 8210 Page **8** of **29** 

5.9.5. The MHP Representative shall ensure that its Contractor works with [Utility] 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 [Utility] communications and are distributed in a timely manner.

#### 5.10. Construction

- 5.10.1. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with [Utility], shall select and hire a qualified licensed Contractor to perform all necessary "Beyond-the-Meter" construction, and/or electrical work consistent with Section 4 of this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with [Utility] 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.
- 5.10.2. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues; 2) procurement of all required permits; and 3) payment for any requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section [##] of this Agreement; and 4) the execution of the MHP Agreement.
- 5.10.3. MHP Owner/Operator shall assure that its contractors are aware of and abide by all safety requirements described in Section 7 of this Agreement.
- 5.10.4. The MHP Owner/Operator shall work cooperatively with [Utility] to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of [Utility's] construction materials and equipment during the project.

#### 5.11. Cutover / Completion of Project

- 5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Cutover cannot occur until [Utility] 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 owners of the individual MHP-Spaces shall provide a utility-approved locking device with a utility keyway. Where electronic gates may be involved, the gate must be fitted with a key switch, with utility keyed keyway, that activates the controller.
- 5.11.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MHP-Spaces participate in the program and for discontinuing MHP utility service to all qualifying MHP-Spaces no later than 90 days after [Utility] is ready to cutover all qualifying MHP-Spaces to direct Utility service.

Form 8210 Page **9** of **29** 

- 5.11.4. If requested by [Utility], the Contractor shall be available to meet and perform joint cutover with [Utility] for the individual services within the MHP. [Utility] will coordinate with the Contractor to jointly meet to perform this work.
- 5.11.5. 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.

#### 6. Utility's Responsibilities

#### 6.1. Engineering and Planning

6.1.1. [Utility] will design and install the new "To-the-Meter" electric distribution and service system for the MHP to meet current Utility design standards and applicable codes, regulations, and requirements. Each MHP-Space and the common use areas will become a direct customer of [Utility] 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, [Utility] 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. For example, an existing 200-ampere service will be replaced with a 200-ampere service. If both electric and gas are requested to be replaced and electric service is provided overhead, [Utility] will have the option to offer underground electric service if it is cost-effective to do so.

- 6.1.2. [Utility] will prepare a preliminary design package for the new electric system and all necessary land rights documents.
- 6.1.3. [Utility] will consult with the MHP Owner/Operator to identify the location of each electric meter and will specify any barriers required for the protection of the metering service equipment. [Utility] will have the final approval of the location of the meter.
- 6.1.4. [Utility] 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. [Utility] will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100-ampere service, the utility will design and install "To-the-Meter" facilities to accommodate 100-ampere service as part of the MHP Program.
- 6.1.6. Except for the 100-ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under [Utility]'s current Rules and Tariffs. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.

Form 8210 Page **10** of **29** 

6.1.7. Vacant MHP-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to service activation, a line extension contract will be required to extend service per normal line extension rules ([applicable tariff rules]).

#### 6.2. Permits

6.2.1. [Utility] 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.

#### 6.3. Environmental and Cultural Resources Review

6.3.1. [Utility] 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, [Utility] will immediately suspend work at the MHP. [Utility] 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 may proceed. Any environmental, endangered species, and cultural resources remediation or other resolution of environmental issues must continue to remain with each MHP Owner/Operator 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. [Utility] will work with the MHP Owner/Operator and/or the MHP Representative on outreach to and education of MHP residents.
- 6.4.2. During the construction phase, [Utility] will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by [Utility] 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 Rate for Energy (CARE), medical baseline, energy efficiency, and demand response opportunities. [Utility] 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. [Utility] 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, [Utility] will install or select a qualified licensed contractor to install the new "To-the-Meter" gas and/or electric distribution systems that will meet all current utility gas and/or electric design standards, applicable codes, regulations, and requirements. Facilities and services installed will be based on the agreed-upon design in the MHP Program Agreement.
- 6.5.2. [Utility] will consult and coordinate the MHP activities with other Utilities that may jointly serve the MHP, including municipal utilities, water, cable, and

Form 8210 Page **11** of **29** 

- telecommunication providers to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. [Utility] 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, such facilities have been approved by the governing inspection authority, and [Utility] receives a copy of any inspection report or verification. [Utility] may commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by [Utility]. Once the above has been confirmed, [Utility] will commence "To-the-Meter construction as scheduling and availability permit.

#### 6.6. Cutover / Completion of Project

- 6.6.1. [Utility] will own, operate, and maintain all the "To-the-Meter" electric distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to [utility tariff rules].
- 6.6.2. Existing MHP residents within the MHP will be converted to direct [Utility] service and will be served under existing [Utility]'s tariffs. At the time of the initial service cutover, fees associated with new customer credit checks and service deposits will be waived. However, as with other residential customers, MHP residents will still be subject to discontinuance of service provisions per the Utilities' Discontinuance and Restoration of Service Rule ([utility tariff rules]).
  - After the service cutover is completed and MHP residents have established their [Utility] accounts, all new MHP residents will be subject to all existing credit requirements and deposits applicable to all [Utility] residential customers.
- 6.6.3. Existing MHP residents who participate in the CARE and/or the Family Electric Rate Assistance (FERA) programs through the MHP master-metered distribution system and become a customer of [Utility] through the MHP Program will be deemed grandfathered into the respective program without having to re-certify or reapply as long as the name of the customer for the new service account matches the name of the CARE/FERA participant. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion.
- 6.6.4. Existing MHP residents who receive medical baseline allowances through the MHP master-metered distribution system and become a customer of [Utility] through the MHP Program will be deemed grandfathered and will continue to receive the same medical baseline allowances without having to re-certify or reapply as long as the participant who is receiving the medical baseline allowance still lives at the residence. This will be a one-time exception to the Medical Baseline Rules at the time of the service conversion.
- 6.6.5. [Utility] or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

#### 7. Safety

7.1. <u>IMPORTANCE OF SAFETY</u>: Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program, and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work and shall

Form 8210 Page **12** of **29** 

require all Contractors and Subcontractors to perform their portions of the work in accordance with all applicable local, state, and federal rules; regulations; codes; and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and subcontractors to inform them of the foregoing safety and health rules and standards. Should [Utility] 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 [Utility] 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 plans and conducts 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 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. [Utility] may designate safety precautions in addition to those in use or proposed by Contractor. [Utility] 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 MHP Owner/Operator's Contractor 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 [Utility] 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, [Utility] may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by [Utility] 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 [Utility], MHP Owner/Operator, Subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard and, if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect safety and services to the MHP and its residents.

#### 8. Delay and Suspension of Work

8.1. Suspension of Work by [Utility]: [Utility] reserves the right to suspend the work on this Program to serve the needs of the greater public.

Form 8210 Page **13** of **29** 

- 8.2. Notification of Delays: Contractor shall promptly notify [Utility] in writing of any impending cause for delay that may affect [Utility] schedule. If possible, [Utility] will coordinate and assist Contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be given to the MHP Owner/Operator for expenses resulting from delays caused by MHP Owner/Operator. If, in [Utility]'s opinion, the delay is enough 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. [Utility] 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 [Utility] and an opportunity to cure at [Utility's option, safety or security violations may result in immediate cancellation;
    - 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;
    - 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from [Utility] within 12-months of the execution of this Agreement; or
    - 9.1.1.4. Legal action is placed against the MHP Owner/Operator that, in [Utility]'s 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 [Utility] for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MHP-Space or common area. [Utility]'s costs may include, for example, "To-the-Meter" labor, material, and supplies (including long lead time materials); transportation; and other direct costs that [Utility] allocates to such work;
    - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work perform by the Contractor that did not result in a direct Utility service of an individual MHP- Space; and
    - 9.1.2.3. Pay back to the Utility in full any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor.
  - 9.1.3. In the event of such cancellation, [Utility] shall reimburse the MHP Owner/Operator for services satisfactorily completed before the date of cancellation that resulted in direct [Utility] service of benefit to [Utility]. In no event shall [Utility] be liable for lost or anticipated profits or overhead on incomplete portions of the work due to cancellation caused by the MHP Owner/Operator.

Form 8210 Page **14** of **29** 

- 9.1.4. A cancelled or suspended MHP Program Agreement may, at [Utility]'s option, result in the removal of the MHP from the queue of approved projects and the selection of the next MHP on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to [Utility] arising from cancellation. [Utility] 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 [Utility] to provide "To-the-Meter" facilities for a typical service for each qualifying MHP-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 [Utility]'s current applicable Tariffs.
- 10.3. [Utility] will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. [Utility] will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. Upon [Utility]'s execution of the Agreement, [Utility] agrees to reimburse the MHP Owner Operator based on the estimates 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 [Utility]. [Utility] 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 prudently occurred and reasonable construction expenditures. This work shall not include costs for any modification or retrofit of the coach or manufactured home.
- 10.4. As soon as practicable and after the jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to [Utility] for "Beyond-the-Meter" work. Invoices shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MHP-Spaces compared to the total number of eligible MHP-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 [Utility] service.
- 10.5. Invoices shall include a listing of MHP-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 a Party, without the express prior

Form 8210 Page **15** of **29** 

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, suppliers, or personnel of either or both Parties; 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 already known to either Party; information in the public domain; information from a third party who did not, directly or indirectly, receive that same information from a Party or from another entity who was under an obligation of confidentiality to the other Party to this Agreement; or information developed by either Party independently of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial, or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

#### 12. Indemnification

12.1. MHP Owner/Operator shall indemnify, defend, and hold harmless [Utility], 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 [Utility], MHP Owner/Operator, Contractor or Subcontractor; injury to property of [Utility], 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 [Utility], 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 [Utility], its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend, and hold harmless [Utility] from all causes of action or claims arising from projects that were cancelled by the MHP Owner/Operator, for which [Utility] shall have no liability. [Utility] shall have no liability for the MHP master-metered systems (referred to as legacy systems) or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP owner will

Form 8210 Page **16** of **29** 

hold harmless, defend and indemnify [Utility] 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 [Utility] 's 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 [Utility] in enforcing this indemnity, including reasonable attorney's fees.

#### 13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, Contractor, and its Subcontractors, agents, and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations, and orders made or promulgated by any government, government agency or department, municipality, board, commission, or other regulatory body and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations, or plans.
- 13.2. MHP Owner/Operator shall require its Contractors or Subcontractors to comply with provisions of this paragraph and agrees to save and hold [Utility] harmless from any and all penalties, actions, causes of action, damages, claims, and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or Subcontractor to 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 Utility Conversion Program Agreement and all attachments hereto, the Utilities' MHP Program Application, and [Utility]'s Rule [applicable tariff rule]. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

Form 8210 Page **17** of **29** 

#### 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 that 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 the other Party's receipt of notice from the affected Party about such Force Majeure Event within a reasonable time, then the obligations of the Party, so far as they are affected by the Force Majeure Event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

#### 18. Not a Joint Venture

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

Form 8210 Page **18** of **29** 

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

Name of Mobilehome Park	
	[Enter Utility Name Here]
Name of Owner/Operator	
Signature	Signature
Print Name	Print Name
Title	Title
 Date	 Date

Form 8210 Page **19** of **29** 

#### **Attachment A Documents and Declarations**

#### A. Additional Documentation

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

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

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

B.	In accordance with D.14-03-021, and subject t	o the requirements of [Utility's] [applicable Tariff ity Conversion Program must affirm that it is not r or to pending condemnation proceedings.
	to execute this document on behalf of the M	, (print name of authorized signatory) vs of the State of California that I am authorized IHP Owner/Operator and that the Mobilehome demnation order or to pending condemnation
	Name of Mobilehome Park	Authorized Signature
	Name of Owner/Operator	Print Name
	 Date	Title

Form 8210 Page **20** of **29** 

#### **Attachment B: Contractor Section**

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

Selection of the Contractor shall be based on the "most cost-effective option." [Utility] reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the "Beyond the Meter" work. [Utility] and the CPUC encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

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

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

Contractor Name:			
State Contractor Licer	nse #:		
Contact Person:			
Title:			
Address:			
City:	State:	ZIP:	
Day Phone:			
Cell Phone:			
Fax:			
Email Address:			
Total Estimated Cost	to Perform all "l	Beyond	the Meter
work for the MHP (Se	e Attachment C	;)	\$

Form 8210 Page **21** of **29** 

Secondary Contractor (if required)		
Contractor Name:		
State Contractor License #:		
Contact Person:		
Title:		
Address:		
City:	State:	ZIP:
Day Phone:		
Cell Phone:		
Fax:		
Email Address:		
Total Estimated Cost to Perform all "Beyowork for the MHP (See Attachment C)	ond the Meter"	

Form 8210 Page **22** of **29** 

#### **Attachment C: Estimated Costs for MHP Project**

MHP	Owner/Operator:	
-----	-----------------	--

MHP Name:

Address:

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of [applicable utility tariff rule] of its California Gas Tariff, [Utility] Corporation ([Utility] or Utility) is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter natural gas distribution service within qualifying Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service for eligible spaces within MHP.

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

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

Form 8210 Page **23** of **29** 

## A. <u>Estimated "To the Meter" Additional Project Costs Not Covered by the Program</u>

(To be completed by [Utility])<sup>1</sup>

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

Form 8210 Page **24** of **29** 

<sup>&</sup>lt;sup>1</sup> Service Upgrades beyond what is being provided by the Program are listed on Attachment D.

#### 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	ı	Costs Not Covered by the MHP Program
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$		\$	
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the [Utility] riser to the customer connection including labor and materials.	Materials: \$		\$	
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Labor: \$		\$	
Other – Includes, but is not limited to, permits as provided by contractor.	\$		\$	
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$		\$	
Estimated Cost for MHP Service Conversion Project (A + B) Number of MH-Spaces	\$		\$	
Average Cost per MH-Space	\$		\$	

Form 8210 Page **25** of **29** 

## Attachment D: Costs that the MHP Owner/Operator is Responsible for that are Not Covered Under the MHP Program

MHP Owner/Operator:				
MHP Na	me:			
Address				
Program under [l modifica of the m by the M	vice modifications and associated costs beyond what is being will be the responsibility of the requesting Party. These modific Jtility]' California Gas Tariff, or as otherwise provided in this tions and relocations for MH-Spaces in a MHP where the lots are nobilehome or manufactured housing unit (leased or rented space HP Owner/Operator, and are not reimbursable costs under the MI owing service modifications have been requested by the MHP Or	Ations will be handled Agreement. Service ot owned by the owner s), must be requested HP Program.		
	includes an itemized breakdown of costs, it may be substituted for			
	Amount Due By MHP Owner/Operator for Service Modification and/or HP Program.	services not covered by		
1.	Amount Due from MHP Owner/Operator to [Utility]			
	<ul> <li>Amount due for "To the Meter" work not covered by the MHP Program.</li> </ul>	\$		
	<ul> <li>Amount due for "To the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas.</li> </ul>	\$		
	Total	\$		
2.	Amount Due from MHP Owner/Operator to the Contractor			
	<ul> <li>Amount due for "Beyond the Meter" Work for common use areas.</li> </ul>	\$		
	<ul> <li>Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas.</li> </ul>	\$		
3.	Total amount due for service modifications not covered by the MHP Program	\$		

Form 8210 Page **26** of **29** 

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.

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

Form 8210 Page **27** of **29** 

## Attachment E: Costs that the Mobilehome Owner is Responsible for that are Not Covered Under the MHP Program

MHP Owner/Operator:	
MHP Name:	
Address:	
Requests for service modifications may be made directly to [Utility] to mobilehome or manufactured housing unit, provided that the owner owns or manufactured housing unit and the lot on which the mobilehome or manusits, and only as permitted by the MHP rules and regulations, These modificatosts, are not reimbursable under the MHP Program. They are the responsit mobilehome or manufactured housing unit owner and will be handled und Gas Tariff.	both the mobilehome ufactured housing unit ations, and associated bility of the requesting
The MHP Owner/Operator is responsible for collecting any and all fees as modifications requested by the owner of a mobilehome or manufacture approved by [Utility], and for forwarding those payments to [Utility] with this	ed housing unit, and
A. Total Amount Due By Mobilehome Owner for Service Modification and/o by the Program.	r services not covered
Amount Due from Mobilehome Owner to [Utility]	
<ul> <li>Amount due for "To the Meter" work not covered by the MHP Program.</li> </ul>	\$
Amount Due from Mobilehome Owner to the Contractor	
<ul> <li>Amount due for "Beyond the Meter" Service Modifications, Relocation and Rearrangement for the Mobilehome Owner.</li> </ul>	\$
Total Owned by Mobilehome Owner for the MHP Program	\$

Form 8210 Page **28** of **29** 

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.

Location	Responsible Party	Requested Service Modification	Estimate Cost
	"Beyond the Meter" Co	sts Not Covered By the MHP Program	
Location	"Beyond the Meter" Co Responsible Party	sts Not Covered By the MHP Program  Requested Service Modification	Estimate Cost
Location	Responsible		Estimate Cost
Location	Responsible		
Location	Responsible		
Location	Responsible		

Form 8210 Page **29** of **29** 

LOS ANGELES, CALIFORNIA CANCELING Revised

#### TABLE OF CONTENTS

(Continued)

RULES (continue	ed)
26	Consumer Responsible for Equipment for
-	Receiving and Utilizing Gas
27	Service Connections Made by Company's
	Employees
28	Compensation to Company's Employees
29	Change of Consumer's Apparatus or Equipment
30	Transportation of Customer-Owned Gas 47193-G,51792-G,56479-G,51794-G
	57407-G,53351-G,51797-G,56480-G,53527-G,47360-G
	55074-G,56662-G,56322-G,57230-G,56324-G,56325-G
	56326-G,56327-G,56400-G,56329-G,56330-G,56331-G
	56663-G,56401-G,56664-G,56665-G,56404-G,56337-G
	56405-G,56339-G,57408-G
31	Automated Meter Reading
32	Core Aggregation Transportation 54822-G,54823-G,54824-G,54825-G
	54826-G,54827-G,54828-G,54829-G,54830-G,54831-G
	54832-G,54833-G,54834-G,54835-G,54836-G,54837-G
	54838-G,54839-G,54840-G, 54841-G, 54842-G, 54843-G, 54844-G
33	Electronic Bulletin Board (EBB)
2.4	45394-G,45395-G,45396-G,45397-G,45398-G
34	Provision of Utility Right-of-Way Information
2.5	33301-G,33302-G,33303-G
35	Contracted Marketer Transportation
26	36325-G,27073-G,36326-G,27075-G
36	Interstate Capacity Brokering
38	Commercial/Industrial Equipment Incentive Program 55216-G,55217-G,55218-G,55219-G,32749-G
39	Access to the SoCalGas
39	Pipeline System 57279-G,-G,53712-G,53713-G,51965-G,51966-G
40	On-Bill Financing Program
41	Utility System Operation
71	55702-G,55086-G,57409-G,55088-G
42	Privacy and Security Protections
.2	for Energy Usage Data
	50350-G,50351-G,48636-G,48637-G,50352-G
	50589-G,50590-G,55703-G,55704-G,55705-G
43	On-Bill Repayment (Pilot Programs) 51825-G,50796-G,50797-G,51826-G
	51827-G,51828-G,51829-G,51830-G
44	Mobilehome Park Utility Conversion Program . 57713-G,57714-G,57715-G,57716-G
	57717-G,57718-G,57719-G,57720-G,57721-G

T T

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 5642 20-04-004 DECISION NO.

2H10

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

#### TABLE OF CONTENTS

#### SAMPLE FORMS

#### **Applications**

Medical Baseline Allowance Application (Form 4859-E, 03/20)	. 57169-G
Medical Baseline Allowance Self-Certification (Form 4860, 03/20)	. 57170-G
Application for California Alternate Rates for Energy (CARE) Program	
for Qualified Agricultural Employee Housing (Form 6632, 06/20)	. 57488-G
Application for California Alternate Rates for Energy (CARE) Program	
for Migrant Farmworker Housing Centers (Form 6635)	. 40407-G
Application for California Alternate Rates for Energy (CARE) Program	
for Qualified Nonprofit Group Living Facilities (Form 6571, 06/20)	. 57489-G
Application for CARE, General Purpose, Direct Mail (Form 6491-DM, 06/20)	
Self-Certification CARE Application - Individually Metered Residential	
(Form 6491, 06/20)	. 57491-G
Self-Recertification CARE Application - Individually Metered Residential	
(Form 6674, 06/20)	. 57492-G
Capitation Program CARE Application (Form 6491-CBO, 06/20)	. 57493-G
Post-Enrollment Verification CARE Application - Individually Metered Residential	
(Form 6675, 06/15)	. 51491-G
Post-Enrollment Verification CARE Application - Sub-Metered Residential	
(Form 6675S, 06/15)	. 51492-G
Self-Certification CARE Application - Submetered Residential	
(Form 6677, 06/20)	. 57494-G
Self-Recertification CARE Application - Submetered Residential	
(Form 6678, 06/20)	. 57495-G
Application for CARE, Bill Insert (Form 6491-BI, 06/20)	. 57496-G
Set and Turn-on Application (Form 1770H, 6-99)	. 32482-G
Statement of Applicant's Contract Anticipated Cost for	
Applicant Installation Project, Form 66602	. 37772-G
Mobilehome Park Utility Conversion Program Application (Form 8208) 66602	. 57722-G
Receipts and Notices	
Receipt for Payment (Form 481-8, Rev. 7/96 CIS)	
Miscellaneous Account Receipt (Form 315U)	
Deposit Warning Letters A and B (Form 437.1R, 11/02)	. 36782-G

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. 20-04-004 DECISION NO.

Surety or Guarantee for Account

ISSUED BY Dan Skopec Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

T

#### LOS ANGELES, CALIFORNIA CANCELING Revised

#### TABLE OF CONTENTS

#### (Continued)

#### **SAMPLE FORMS** (Continued)

#### **Contracts** (continued)

Authorization to Add Charges to Utility Bill (Form 7200)	51831-G
Mobilehome Park Utility Conversion Program Agreement (Form 8210)	57723-G
California Producer Operational Balancing Agreement (Form 6452)	54248-G
California Producer Interconnection Agreement (Form 6454)	54249-G
California Producer Interconnect Collectible System Upgrade Agreement (Form 6456)	49733-G
California Producer Agreement for Transfer of Ownership (Form 6458)	57212-G
Distributed Energy Resources Services (DERS) Agreement (Form 7400)	52287-G
Distributed Energy Resources Services (DERS) Feasibility Analysis Agreement	
(Form 7401)	52288-G

#### Bill Forms

Residential Sales Order (Form 5327-G, 03/00)	35710-G
General Service (02/19)	57162-G
Commercial/Industrial Service, Form 77-2 (02/19)	55943-G
Affidavit in Support of Customer Claim as Qualifying as a Micro Business Customer	
(Form REG-9998)	46715-G

#### Collection Notices

Past Due Payment Notice (SCG Form PD1-28, 02/19)	57110-G
General Services Bill/Past Due Payment Notice	
Field Collection Notice (Form 41.6, 02/12)	
Meter Closed for Nonpayment (Form 5101, 04/12)	48151-G
Important Notice (Form 5100-1, 04/12)	
Unsatisfactory Remittance (Form 1512-H, 04/00)	36788-G
Urgent Notice Inaccessible Meter (Form 4515-C, 08/92)	36789-G
Notice to Tenants, Termination of Gas Service (Form 4636-G, 09/12)	
Third Party Notification (Form 437.1C, 06/02)	36791-G
Consequences of Non-Payment (Form 9406-528)	
Disputed Account Declaration (Form 6619)	
Proof of Claim (Form 6620)	

(Continued)

(TO BE INSERTED BY UTILITY) ADVICE LETTER NO. 5642 DECISION NO. 20-04-004

5H11

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

T

T

T T

#### **TABLE OF CONTENTS**

The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

<u>GENERAL</u>	Cal. P.U.C. Sheet No.
Title Page Table of ContentsGeneral and Preliminary Statement 57727-G,5772 Table of ContentsService Area Maps and Descriptions Table of ContentsRate Schedules Table of ContentsList of Cities and Communities Served Table of ContentsList of Contracts and Deviations Table of ContentsRules	8-G,57514-G,57272-G,57474-G 
Table of ContentsSample Forms 57725-G,57205-G,5153	7-G,54745-G,57726-G,52292-G
PRELIMINARY STATEMENT	
Part I General Service Information	2-G,54726-G,24334-G,48970-G
Part II Summary of Rates and Charges 57649-G,57650-G,5765 57644-G,46431-G,46432-G,57076-G,5765	
Part III Cost Allocation and Revenue Requirement	57354-G,57355-G,57356-G
Part IV Income Tax Component of Contributions and Advances	55717-G,24354-G
Part V Balancing Accounts  Description and Listing of Balancing Accounts  Purchased Gas Account (PGA)  Core Fixed Cost Account (CFCA)  Noncore Fixed Cost Account (NFCA)  Enhanced Oil Recovery Account (EORA)  Noncore Storage Balancing Account (NSBA)  California Alternate Rates for Energy Account (CAREA)  Hazardous Substance Cost Recovery Account (HSCRA)  Gas Cost Rewards and Penalties Account (GCRPA)  Pension Balancing Account (PBA)  Post-Retirement Benefits Other Than Pensions Balancing Account (RD)  Demand Side Management Balancing Account (DSMBA)  Direct Assistance Program Balancing Account (ITBA)  Integrated Transmission Balancing Account (ITBA)	

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. 20-04-004 DECISION NO.

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

#### LOS ANGELES, CALIFORNIA CANCELING

#### TABLE OF CONTENTS

(Continued)

#### PRELIMINARY STATEMENT (Continued)

Part V Balancing Accounts (Continued)	
Compressor Station Fuel and Power Balancing Account (CFPBA)	54460-G
Distribution Integrity Management Program Balancing Account (DIMPBA)	
Rewards and Penalties Balancing Account (RPBA)	
On-Bill Financing Balancing Account (OBFBA)	
Company Use Fuel for Load Balancing Account (CUFLBA)	
Backbone Transmission Balancing Account (BTBA)	
Advanced Metering Infrastructure Balancing Account (AMIBA)56832-0	
Advanced victoring infrastructure balancing Account (Alvirda)	53974-G,56833-G
New Environmental Regulation Balancing Account (NERBA) 56834-C	
Transmission Integrity Management Program Balancing Account (TIMPBA)	30830-0,30837-0
Post-2011 Distribution Integrity Management Program	5(020 C
Balancing Account (Post-2011 DIMPBA)	
Compression Services Balancing Account (CSBA)	
Biogas Conditioning/Upgrading Services Balancing Account (BCSBA)	49864-G
Master Meter Balancing Account (MMBA)	
Safety Enhancement Capital Cost Balancing Account (SECCBA) 56231-G,	
Safety Enhancement Expense Balancing Account (SEEBA)	
Greenhouse Gas Balancing Account (GHGBA)57595-C	
Advanced Meter Opt-Out Program Balancing Account (AMOPBA)	
Low-Carbon Fuel Standard Balancing Account (LCFSBA)55059-C	
Biomethane Cost Incentive Program Balancing Account (BCIPBA)	*
Distributed Energy Resources Services Balancing Account (DERSBA)	
Storage Integrity Management Program Balancing Account (SIMPBA)	56843-G,56844-G
Natural Gas Leak Abatement Program Balancing Account (NGLAPBA)	54133-G,54134-G
Statewide Energy Efficiency Balancing Account (SWEEBA)	
Dairy Biomethane Project Balancing Account (DBPBA)	
San Joaquin Valley Disadvantaged Communities Balancing Account (SJVDAC	BA)57207-G
	57208-G
Safety Enhancement Expense Balancing Account - Phase 2 (SEEBA-P2)	56236-G,56237-G
Safety Enhancement Capital Cost Balancing Account - Phase 2 (SECCBA-P2).	56238-G,56239-G
Liability Insurance Premium Balancing Account (LIPBA)	
Part VI Memorandum Accounts	
Description and Listing of Memorandum Accounts	. 53089-G,57266-G
PCB Expense Account (PCBEA)	
Research Development and Demonstration Expense Account (RDDEA)	
Curtailment Violation Penalty Account (CVPA)	
Economic Practicality Shortfall Memorandum Account (EPSMA)	
Catastrophic Event Memorandum Account (CEMA)	
Vernon Avoided Distribution Cost Memorandum Account (VADCMA)	40899-G
	10077 G

(Continued)

(TO BE INSERTED BY UTILITY) 5642 ADVICE LETTER NO. 20-04-004 DECISION NO.

2H9

ISSUED BY **Dan Skopec** Vice President Regulatory Affairs

(TO BE INSERTED BY CAL. PUC) Jun 8, 2020 SUBMITTED Jul 8, 2020 **EFFECTIVE** RESOLUTION NO.

T