

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



**Southern California Gas Company**  
**GAS (Corp ID 904)**  
**Status of Advice Letter 5993G**  
**As of September 19, 2022**

Subject: Clean-Up Submittal to Revise Mobilehome Park Utility Conversion Program Agreement

Division Assigned: Energy

Date Filed: 06-17-2022

Date to Calendar: 06-24-2022

Authorizing Documents: D2004004

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>06-17-2022</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Gary Lenart  
(213) 244-2424

[GLenart@socalgas.com](mailto:GLenart@socalgas.com)

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**



**Joseph Mock**  
Director  
Regulatory Affairs

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Los Angeles, CA 90013-1011  
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[JMock@socalgas.com](mailto:JMock@socalgas.com)

June 17, 2022

Advice No. 5993  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Clean-Up Submittal to Revise Mobilehome Park Utility Conversion Program Agreement**

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

**Purpose**

This clean-up submittal requests Commission approval to make non-substantial revisions to the Sample Forms – Contracts, Mobilehome Park Utility Conversion Program Agreement (Form 8210).

**Background**

SoCalGas' Form 8210 reflects the outcome of Ordering Paragraph (OP) 9 in D.20-04-004, which directed each electric and/or gas corporation to submit an Advice Letter for approval of new tariffs to establish a voluntary, mobilehome park/manufactured housing community utility conversion program. This form conforms to the requirements of the decision, but has certain minor and/or inadvertent errors and obsolete passages.

SoCalGas periodically prepares a "clean-up" submittal for Commission approval to revise tariff language to make clarifying changes, correct minor and/or inadvertent errors, and remove obsolete information. Accordingly, SoCalGas now seeks to make non-substantial tariff language and formatting revisions to Form 8210.

### **Requested Tariff Revisions**

As a result of recent review of the Mobilehome Park (MHP) Utility Conversion Program's Form 8210, SoCalGas has identified the need to revise the following:

- Update spacing throughout the document.
- Remove “[enter type of corporate entity].”
- Remove unnecessary “)” in section 1.1.
- Remove “Electric and” in section 1.1, as Rule No. 44 is only applicable to gas.
- Insert “and/or gas” in section 1.4, as MHP-Spaces with gas services will be eligible for conversion to direct Utility service under the MHP Program.
- Remove “electric and/or” in section 5.2.2, as SOCALGAS only offers gas services.
- Replace [Utility] with “Electric Provider” in section 5.4 to provide more clarity.
- Renumber section 5.5, as it is a new section specific to gas distribution.
- Insert “and/or gas” in section 5.6.4.1, as MHP Owners are also responsible for collecting any and all fees associated with non-covered gas service modifications.
- Replace “The Utility” with “SOCALGAS” in section 5.8.1 for clarification.
- Replace “electric” with “gas” throughout section 6, as SOCALGAS only provides gas services.
- Replace “SOCALGAS” with “the electric and/or gas utility” in section 6, as both services are described in this section.
- Replace “SOCALGAS” with “Electric Provider” in section 6.1.1, as SOCALGAS does not offer electric service.
- Replace “SOCALGAS” with “The Electric Provider” and “utility” with “Electric Provider” for clarification in section 6.1.5.
- Replace “SOCALGAS” with “Electric Provider’s” in section 6.1.6, as SOCALGAS does not offer electric service.
- Replace “the Utility” with “SOCALGAS” for clarification in section 9.1.2.3.
- Correct punctuation mark in section 12.3.
- Remove the following language, “The table below illustrates the financially responsible party for the “To the Meter” and “Beyond the Meter” services under the MHP Program” on page 23.
- Reformat tables on pages 23, 24, 25, 27, and 29.
- Remove extra row in tables on pages 24 and 25.
- Uncapitalize “t” on page 28.
- Update year on the right side of the footer.

A redlined version of the Form 8210 provided herein is available upon request.

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

**Protest**

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be submitted electronically and must be received within 20 days after the date of this Advice Letter, which is July 7, 2022. Protests should be submitted to the attention of the Energy Division Tariff Unit at:

E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

In addition, protests and all other correspondence regarding this Advice Letter should also be sent electronically to the attention of:

Attn: Gary Lenart  
Regulatory Tariff Manager  
E-mail: [GLenart@socalgas.com](mailto:GLenart@socalgas.com)  
E-mail: [Tariffs@socalgas.com](mailto:Tariffs@socalgas.com)

**Effective Date**

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to General Order (GO) 96-B and therefore respectfully requests that this Advice Letter be made effective on June 17, 2022, which is 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 list in R.18-04-018. Address change requests to the GO 96-B service list should be directed via e-mail to [Tariffs@socalgas.com](mailto:Tariffs@socalgas.com) 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](mailto:Process_Office@cpuc.ca.gov).

*/s/ Joseph Mock*  
Joseph Mock  
Director – Regulatory Affairs

Attachments



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type:  Monthly     Quarterly     Annual     One-Time     Other:

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes     No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes     No

Requested effective date:

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 tariff sheets:

<sup>1</sup>Discuss in AL if more space is needed.

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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

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. 5993

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 59913-G	SAMPLE FORMS - CONTRACTS, MOBILEHOME PARK UTILITY CONVERSION, PROGRAM AGREEMENT, Form 8210	Revised 59206-G
Revised 59914-G	TABLE OF CONTENTS	Revised 59207-G
Revised 59915-G	TABLE OF CONTENTS	Revised 59912-G



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

(See Attached Sample)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5993  
DECISION NO. 20-04-004

1C4

ISSUED BY

**Dan Skopec**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Jun 17, 2022  
EFFECTIVE Jun 17, 2022  
RESOLUTION NO. \_\_\_\_\_

## Mobilehome Park Utility Conversion Program Agreement

This Mobilehome Park Utility Conversion Program Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ (“MHP Owner/Operator”), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the Utility, “Southern California Gas Company” (SOCALGAS or “Utility”), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and SOCALGAS may be individually referred to as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, SOCALGAS 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 SOCALGAS (MHP Program).

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

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

### 1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Rule No. 44, which this Agreement is intended, in part, to effectuate. This Agreement and Gas Rule No. 44 shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct SOCALGAS 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 be converted to direct SOCALGAS service (check one)

Electric Only                       Gas Only                       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: \_\_\_\_\_

- 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 189-200), 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 and/or gas 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 SOCALGAS 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 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 SOCALGAS.
- 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. SOCALGAS and the Commission encourage consultation and coordination between Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. SOCALGAS 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:  
Attn: MHP Program,  
Southern California Gas Company  
8101 Rosemead BLVD, SC720J  
Pico Rivera, CA 90660-5100

### **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 SOCALGAS 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 SOCALGAS and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond the Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3. The Contractor shall be selected based on the "most cost-effective option." SOCALGAS 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. SOCALGAS and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither SOCALGAS' 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 SOCALGAS of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that SOCALGAS makes no guarantee or warranty, either expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that

SOCALGAS 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 SOCALGAS 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 SOCALGAS’ Distribution and Service Extension Rules (Rule No. 20 and No. 21) and D.20-04-004.
  - 5.2.2. SOCALGAS shall at all times have the right to enter and leave the Park for any purpose connected with the furnishing of gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law and under all applicable SOCALGAS tariffs.
- 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 electric provider.
- 5.4. Electric provider 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 Electric Provider’s current Rules and Tariffs.
- 5.5. Engineering and Planning – Gas Distribution System
  - 5.5.1. 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 SOCALGAS.
  - 5.5.2. SOCALGAS will design and install a natural gas service line to deliver sufficient volume at SOCALGAS’ standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under SOCALGAS’ current Rules and Tariffs.
- 5.6. Engineering and Planning – General
  - 5.6.1. 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 SOCALGAS 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 SOCALGAS.

- 5.6.2. The MHP Owner/Operator will continue to own and be responsible for the “Beyond-the-Meter” service facilities. Further, if SOCALGAS 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.
- 5.6.3. SOCALGAS will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. For common areas, SOCALGAS will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the SOCALGAS’ 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. SOCALGAS 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 SOCALGAS, will be designed under the guidance of the Service Relocation and Rearrangement provisions of Rule No. 21. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment C and D of this Agreement.
- 5.6.4. 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 SOCALGAS’ current applicable Tariffs. Request for service modification may be made by MH Owners directly to SOCALGAS in resident 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 Attachments C, D, & E of this Agreement. All costs not covered by the MHP Program must be paid in full to SOCALGAS prior to or with the submittal of the MHP Program Agreement for the construction phase to begin.
  - 5.6.4.1. The MHP Owner/Operator, or its representative, is responsible for collecting any and all fees associated with “To-the-Meter” electric and/or gas service modifications not covered by the MHP Program that were requested on behalf

of the MHP residents and due to SOCALGAS under the current Rules and Tariffs. The MHP Owner/Operator, or its representative, must forward those payments to the appropriate Utility.

5.6.4.2. "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 SOCALGAS reimbursement.

5.6.4.3. 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.

5.6.5. 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 SOCALGAS and/or the Contractor. Relocation or removal of such obstructions as agreed to by SOCALGAS is the responsibility of the MHP Owner/Operator and will not be covered by the program, unless previously approved by SOCALGAS. 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.

5.6.6. 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.

5.7. Existing Distribution System (Legacy System)

5.7.1. 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 SOCALGAS 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.

5.7.2. SOCALGAS shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. SOCALGAS shall isolate the new and existing legacy systems. SOCALGAS shall not incur any expenses associated with the removal or retirement of the existing system under the MHP Program. Should removal of the master-metered distribution system be necessary to complete the conversion to direct utility service from SOCALGAS, such costs may, at SOCALGAS'

discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

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

#### 5.8. Permits

5.8.1. Except for the routine, ministerial construction permits to be acquired by SOCALGAS 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.

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

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

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

5.9.1. 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.



5.9.2. 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 SOCALGAS 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.

5.10. Outreach and Education

- 5.10.1. The MHP Representative will be the central liaison for the MHP and will be responsible for relaying project information to MHP Residents and to SOCALGAS. The MHP Representative will be the channel by which SOCALGAS will provide MHP Program information and project status updates to the MHP Owner/Operator and the MHP Residents. The MHP Representative will also be the channel by which the MHP Owner/Operator-hired “Beyond-the-Meter” contractor will provide status updates to SOCALGAS. The MHP Representative shall assure that such notices are communicated or distributed to the appropriate party in a timely manner.
- 5.10.2. 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.
- 5.10.3. 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.
- 5.10.4. The MHP Owner/Operator grants SOCALGAS the right to contact the residents of the MHP directly and to inform the MHP residents about the MHP Program, account(s) 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 A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.10.5. The MHP Representative shall ensure that its Contractor works with SOCALGAS and keeps the MHP residents informed of the status of the “Beyond-the-Meter” work of the project. Communications will include notices such as temporary outages, detours, or street closures. The MHP Representative will also ensure that such notices will remain consistent with SOCALGAS communications and are distributed in a timely manner.

### 5.11. Construction

- 5.11.1. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with SOCALGAS, shall select and hire a qualified licensed Contractor to perform all necessary “Beyond-the-Meter” construction, 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 SOCALGAS and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.
- 5.11.2. 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 6 of this Agreement; and 4) the execution of the MHP Agreement.
- 5.11.3. MHP Owner/Operator shall assure that its contractors are aware of and abide by all safety requirements described in Section 7 of this Agreement.
- 5.11.4. The MHP Owner/Operator shall work cooperatively with SOCALGAS to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of SOCALGAS’ construction materials and equipment during the project.

### 5.12. Cutover / Completion of Project

- 5.12.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the “Beyond-the-Meter” work.
- 5.12.2. Cutover cannot occur until SOCALGAS is satisfied that 24-hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the 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.
- 5.12.3. 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 SOCALGAS is ready to cutover all qualifying MHP-Spaces to direct Utility service.
- 5.12.4. If requested by SOCALGAS, the Contractor shall be available to meet and perform joint cutover with SOCALGAS for the individual services within the MHP. SOCALGAS will coordinate with the Contractor to jointly meet to perform this work.
- 5.12.5. 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. SOCALGAS will design and install the new "To-the-Meter" gas 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 SOCALGAS after the conversion. The system design will use the most economic, convenient, and efficient service route. This will ensure that the facilities are consistent with existing utility facilities and can be incorporated into routine utility inspection and maintenance programs.

In addition, the electric and/or gas 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, Electric Provider will have the option to offer underground electric service if it is cost-effective to do so.

- 6.1.2. SOCALGAS will prepare a preliminary design package for the new gas system and all necessary land rights documents.
- 6.1.3. SOCALGAS will consult with the MHP Owner/Operator to identify the location of each gas meter and will specify any barriers required for the protection of the metering service equipment. SOCALGAS will have the final approval of the location of the meter.
- 6.1.4. SOCALGAS will include, with the MHP Program, additional reasonable services for common-use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. The Electric Provider 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 Electric Provider 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 Electric Provider'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.
- 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 (Rules No. 20 and No. 21).

## 6.2. Permits

6.2.1. SOCALGAS will acquire routine, ministerial construction permits, such as encroachment permits necessary for utility trenching within public rights-of-way. All other permits are the responsibility of the MHP Owner/Operator, as stated in Section 5.6 of this Attachment.

## 6.3. Environmental and Cultural Resources Review

6.3.1. SOCALGAS shall conduct a desktop environmental, endangered species, and cultural resources review of the proposed work at the MHP, and, where that review indicates any environmental, endangered species, and cultural resources issues, SOCALGAS will immediately suspend work at the MHP. SOCALGAS will not resume work on the MHP until it has received authorization from appropriate experts and/or agency with jurisdictional authority that the issues have been resolved and that the project 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. SOCALGAS 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, SOCALGAS will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by SOCALGAS will include, but is not limited to, "transition kits" for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs, and services such as California Alternate Rate for Energy (CARE), medical baseline, energy efficiency, and demand response opportunities. SOCALGAS will work with the MHP Representative to make sure all notices and project information is communicated and distributed in a timely manner.

6.4.3. SOCALGAS will manage communications with the CPUC, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, on the MHP Program activities.

## 6.5. Construction

6.5.1. Under the MHP Program, SOCALGAS will install or select a qualified licensed contractor to install the new "To-the-Meter" gas distribution systems that will meet all current utility gas design standards, applicable codes, regulations, and requirements. Facilities and services installed will be based on the agreed-upon design in the MHP Program Agreement.

6.5.2. SOCALGAS will consult and coordinate the MHP activities with other Utilities that may jointly serve the MHP, including municipal utilities, water, cable, and

telecommunication providers to ensure efficiency and avoid unnecessary disruption and/or costs.

- 6.5.3. SOCALGAS may elect to wait to commence “To-the-Meter” construction until the MHP Owner/Operator can demonstrate its qualified contractor has substantially completed construction of the “Beyond-the-Meter” facilities, such facilities have been approved by the governing inspection authority, and SOCALGAS receives a copy of any inspection report or verification. SOCALGAS may commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by SOCALGAS. Once the above has been confirmed, SOCALGAS will commence “To-the-Meter” construction as scheduling and availability permit.

#### 6.6. Cutover / Completion of Project

- 6.6.1. SOCALGAS will own, operate, and maintain all the “To-the-Meter” gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule No. 20 and Rule No. 21 and other Utility tariffs.
- 6.6.2. Existing MHP residents within the MHP will be converted to direct SOCALGAS service and will be served under existing SOCALGAS’ tariffs. At the time of the initial service cut-over, 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 (Rule No. 44).  
After the service cutover is completed and MHP residents have established their SOCALGAS accounts, all new MHP residents will be subject to all existing credit requirements and deposits applicable to all SOCALGAS 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 SOCALGAS 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 SOCALGAS 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. SOCALGAS or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

## 7. Safety

- 7.1. IMPORTANCE OF SAFETY: Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program, and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work and shall require all Contractors and Subcontractors to perform their 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 SOCALGAS at any time observe the Contractor, or any of its subcontractors, performing the work in an unsafe manner or in a manner that may, if continued, become unsafe, then SOCALGAS shall have the right (but not the obligation) to require the MHP Owner/Operator to stop Contractor's work affected by the unsafe practice until Contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its Contractor 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. SOCALGAS may designate safety precautions in addition to those in use or proposed by Contractor. SOCALGAS reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that 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 SOCALGAS requests, the MHP Owner/Operator shall require its Contractor to provide certain safeguards not in use but considered necessary, and, if Contractor fails to comply with the request within a reasonable time, SOCALGAS may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by SOCALGAS may result in cancellation of the Contract for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to SOCALGAS, MHP Owner/Operator, Subcontractors, MHP residents, and/or 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 SOCALGAS: SOCALGAS reserves the right to suspend the work on this Program to serve the needs of the greater public.
- 8.2. Notification of Delays: Contractor shall promptly notify SOCALGAS in writing of any impending cause for delay that may affect SOCALGAS schedule. If possible, SOCALGAS will coordinate and assist Contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be given to the MHP Owner/Operator for expenses resulting from delays caused by MHP Owner/Operator. If, in SOCALGAS' 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. SOCALGAS may cancel or suspend this Agreement for, but not limited to, the following situations:
    - 9.1.1.1. The failure, refusal, or inability of the MHP Owner/Operator to perform the work in accordance with this agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from SOCALGAS and an opportunity to cure at SOCALGAS' 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 SOCALGAS 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 SOCALGAS' opinion, may interfere with the performance of the work.
  - 9.1.2. If the MHP Owner/Operator cancels the Agreement, the MHP Owner/Operator will:
    - 9.1.2.1. Agree to reimburse SOCALGAS for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MHP-Space or common area. SOCALGAS' costs may include, for example, "To-the-Meter" labor, material, and supplies (including long lead time materials); transportation; and other direct costs that SOCALGAS allocates to such work;
    - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work perform by the Contractor that did not result in a direct Utility service of an individual MHP-Space; and
    - 9.1.2.3. Pay back to SOCALGAS 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, SOCALGAS shall reimburse the MHP Owner/Operator for services satisfactorily completed before the date of cancellation that resulted in direct SOCALGAS service of benefit to SOCALGAS. In no event shall SOCALGAS be liable for lost or anticipated profits or overhead on incomplete portions of the work due to cancellation caused by the MHP Owner/Operator.
- 9.1.4. A cancelled or suspended MHP Program Agreement may, at SOCALGAS' 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 SOCALGAS arising from cancellation. SOCALGAS may cancel or suspend this Agreement and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

## **10. Costs Covered by the MHP Program and Reimbursement to MHP Owner/Operator**

- 10.1. All costs incurred by SOCALGAS to provide "To-the-Meter" facilities for a typical service for each qualifying 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 SOCALGAS' current applicable Tariffs.
- 10.3. SOCALGAS will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. SOCALGAS will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. Upon SOCALGAS' execution of the Agreement, SOCALGAS 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 SOCALGAS. SOCALGAS will review all invoices received for the "Beyond-the-Meter" work by the Contractor designated in this Agreement and will reimburse the MHP Owner/Operator for 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 SOCALGAS 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 SOCALGAS 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 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 SOCALGAS, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of SOCALGAS, MHP Owner/Operator, Contractor or Subcontractor; injury to property of SOCALGAS, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of SOCALGAS, whether active or passive, excepting only such claims, demands, losses,

damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of SOCALGAS, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend, and hold harmless SOCALGAS from all causes of action or claims arising from projects that were cancelled by the MHP Owner/Operator, for which SOCALGAS shall have no liability. SOCALGAS 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 hold harmless, defend and indemnify SOCALGAS from all causes of action or claims arising from or related to these systems.

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

### **13. Compliance with Laws and Regulations**

- 13.1. During the performance of the Work, MHP Owner/Operator, Contractor, and its Subcontractors, agents, and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations, and orders made or promulgated by any government, government agency or department, municipality, board, commission, or other regulatory body and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations, or plans.
- 13.2. MHP Owner/Operator shall require its Contractors or Subcontractors to comply with provisions of this paragraph and agrees to save and hold SOCALGAS harmless from any and all penalties, actions, causes of action, damages, claims, and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or 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 SOCALGAS' Rule No. 44. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

**16. Enforceability**

If any provision of this Agreement thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions 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.

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

\_\_\_\_\_  
*Name of Mobilehome Park*

\_\_\_\_\_  
*Name of Owner/Operator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**Southern California Gas Company**  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**Attachment A: Documents and Declarations**

A. Additional Documentation

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

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

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

B. Declaration of Non-Condemnation

In accordance with D.20-04-004, and subject to the requirements of SOCALGAS' Rule No. 44, each MHP participating in the MHP Utility Conversion Program must affirm that it is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

\_\_\_\_\_  
Name of Mobilehome Park

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Owner/Operator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **Attachment B: Contractor Section**

MHP Owner/Operator shall select a qualified, licensed Contractor to perform the “Beyond the Meter” work at the MHP shall consult and coordinate with SOCALGAS 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.” SOCALGAS reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the “Beyond the Meter” work. SOCALGAS and the CPUC encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

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

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

Contractor Name: \_\_\_\_\_

State Contractor License #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address \_\_\_\_\_

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

Secondary Contractor (if required)

Contractor Name: \_\_\_\_\_

State Contractor License #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

MHP Owner/Operator: \_\_\_\_\_

MHP Name: \_\_\_\_\_

Address: \_\_\_\_\_

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Rule No. 44, of its California Gas Tariff, SOCALGAS Corporation (SOCALGAS 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.

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 SOCALGAS 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	<b>X</b>			<b>X</b>		
Service to Common Use Areas	<b>X</b>				<b>X</b>	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			<b>X</b>			<b>X</b>
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)		<b>X</b>			<b>X</b>	



**A. SOCALGAS’ Estimated “To the Meter” Additional Project Costs Not Covered by the Program**

(To be completed by SOCALGAS)<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]	\$ _____
<u>Gas System</u> – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program.]	\$ _____
<u>Electric System</u> – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program.]	
<u>Other</u> – Includes, but is not limited to, easement estimates, and other costs associated with the project.	\$ _____
<b>Total</b>	<b>\$ _____</b>

---

<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	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 SOCALGAS riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.		
<u>Other</u> – Includes, but is not limited to, permits as provided by contractor.	\$ _____	\$ _____
<b>MHP Owner/Operator’s Total Estimated “Beyond-the-Meter” Project Costs</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Estimated Cost for MHP Service Conversion Project (A + B)</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Number of MH-Spaces</b>	_____	_____
<b>Average Cost per MH-Space</b>	<b>\$ _____</b>	<b>\$ _____</b>

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

MHP Owner/Operator: \_\_\_\_\_

MHP Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

1. Amount Due from MHP Owner/Operator to SOCALGAS

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

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

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

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



**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 SOCALGAS by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations, these modifications, and associated costs, are not reimbursable under the MHP Program. They are the responsibility of the requesting mobilehome or manufactured housing unit owner and will be handled under SOCALGAS' California Gas Tariff.

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

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

1. Amount Due from Mobilehome Owner to SOCALGAS

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

2. Amount Due from Mobilehome Owner to the Contractor

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

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

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

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

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

**Attachment F: Consumer Protection Requirements to keep residents of mobilehome parks that participate in the Commission's Program**

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

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

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: [MHAssistance@hcd.ca.gov](mailto:MHAssistance@hcd.ca.gov)

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

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: [MRLComplaint@hcd.ca.gov](mailto:MRLComplaint@hcd.ca.gov)

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

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(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 5993  
 DECISION NO. 20-04-004

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

(TO BE INSERTED BY CAL. PUC)  
 SUBMITTED Jun 17, 2022  
 EFFECTIVE Jun 17, 2022  
 RESOLUTION NO. \_\_\_\_\_



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(Continued)

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