

Application No: A.17-05-  
Exhibit No.: \_\_\_\_\_  
Witness: D. Meltzer

Application of Southern California Gas Company  
(U 904 G) for Approval To Extend the  
Mobilehome Park Utility Upgrade Program.

Application 17-05-\_\_\_\_\_  
(Filed May 5, 2017)

**CHAPTER 2**

**PROGRAM OVERVIEW AND ENHANCEMENTS**

**PREPARED DIRECT TESTIMONY OF**

**DAN MELTZER**

**ON BEHALF OF**

**SOUTHERN CALIFORNIA GAS COMPANY**

**BEFORE THE PUBLIC UTILITIES COMMISSION**

**OF THE STATE OF CALIFORNIA**

May 5, 2017

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1     **I.    PURPOSE AND OVERVIEW OF TESTIMONY**

2           The purpose of this testimony is to: 1) present the current structure of Southern  
3 California Gas Company’s (“SoCalGas”) Mobilehome Park (“MHP”) Utility Upgrade Pilot  
4 Program (“MHP Pilot Program”)<sup>1</sup>; and 2) propose enhancements to the MHP Pilot Program for  
5 implementation in the SoCalGas MHP Program proposed in this Application.<sup>2</sup>

6     **II.   DESCRIPTION OF CURRENT MHP PILOT PROGRAM**

7           As directed in Decision (“D.”)14-03-021 and subsequently outlined in SoCalGas’ Tariff  
8 Rule No. 44, the following components are incorporated into and comprise SoCalGas’ MHP  
9 Pilot Program: Outreach and Education/Credit, Initial Application, Determination of Preliminary  
10 Eligibility, Detailed Application, MHP Conversion Program Agreement, Environmental  
11 Issues/Remediation, Engineering and Planning, Permits, Construction, and System Cutover.<sup>3</sup>

- 12           ▪ Outreach and Education/Credit – In D.14-03-021, the Commission determined  
13           that “Community outreach and education efforts are needed to provide timely  
14           information about the pilot to MHP owners, MHP residents, local agencies, etc.”<sup>4</sup>

15           As directed by D.14-03-21, SoCalGas, in conjunction with the other investor-  
16           owned utilities (“IOUs”), finalized and implemented an outreach and education  
17           plan that was reviewed by the Safety and Enforcement Division (“SED”) and the  
18           Commission’s Public Advisor’s Office (“PAO”).<sup>5</sup> With respect to credits,

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<sup>1</sup> As background, the California Public Utilities Commission (“Commission”), in D.14-03-021, authorized the IOUs to implement a three-year pilot program to allow mobilehome parks and manufactured housing communities with master-metered natural gas and/or electricity to voluntarily convert their energy distribution systems to direct utility service.

<sup>2</sup> In its Application, SoCalGas proposes a six-year MHP Program (i.e., Years 2018 through 2023).

<sup>3</sup> See D.14-03-021 at pp. 44-48.

<sup>4</sup> See D.14-03-021 at p. 44.

<sup>5</sup> See D.14-03-021 at p. 44.

1 D.14-03-021 directed that MHP residents should receive “grandfathered” status  
2 whereby both the initial credit check and service establishment fee are waived  
3 during customer sign-on. In addition, D.14-03-021 directed that terminations  
4 should be based upon the customer’s new account balance and should be tracked  
5 for five years after the new account is established.<sup>6</sup>

- 6 ■ Initial Application – SED developed the Initial Application, also known as the  
7 Form of Intent (“FOI”).<sup>7</sup> In order to participate, MHP Owners/Operators were  
8 required to submit an Initial Application concurrently to SED and SoCalGas.
- 9 ■ Determination of Preliminary Eligibility – Upon conclusion of the Initial  
10 Application submission period, SED assessed MHPs for program eligibility and  
11 selected MHPs to participate based upon prioritization factors developed by  
12 SED.<sup>8</sup> SED divided the eligible MHPs into three priority categories:
  - 13 ○ Category 1 - MHPs selected as the initial pilot program participants  
14 (approximately 10%).
  - 15 ○ Category 2 - MHPs selected for the waitlist for the MHP Pilot Program  
16 (approximately the next 8% of prioritized applicants).
  - 17 ○ Category 3 - All remaining MHPs interested in participating in the MHP  
18 Pilot Program.
- 19 ■ Detailed Application – As directed by D.14-03-021, the Investor-Owned Utilities  
20 developed a standardized Detailed Application to obtain additional information

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<sup>6</sup> See D.14-03-021 at p. 44. For additional details, refer to Attachment A for the MHP Utility Upgrade Program Outreach and Education Plan (Outreach and Education Plan).

<sup>7</sup> See Appendix C to D.14-03-021.

<sup>8</sup> See D.14-03-021 at p. 45.

1 from MHPs needed to proceed with engineering and planning for each  
2 preliminarily selected MHP.<sup>9</sup> SoCalGas provided a Detailed Application to every  
3 MHP Owner/Operator within Category 1 and, as needed, consulted with SED to  
4 identify Category 2 alternates. Upon MHP Owner/Operator completion and  
5 execution of the Detailed Application, SoCalGas proceeds with project  
6 engineering and planning.

- 7 ■ Engineering and Planning – At the outset of the engineering and planning phase,  
8 SoCalGas, along with the electric utility for joint service MHPs, performs an on-  
9 site MHP review to identify proposed utility main and service trench routes, and  
10 transformer and meter locations. Based upon this site review, SoCalGas prepares  
11 an engineering and construction design including a metering point location map.  
12 The metering point location map is provided to the MHP owner and contains  
13 sufficient detail for the MHP Owner/Operator to initiate the Beyond-The-Meter  
14 (“BTM”) contractor selection process.<sup>10</sup> To maximize schedule efficiency within  
15 the MHP Pilot Program, SoCalGas proceeds with the gas distribution design for  
16 internal review, approval and construction use while the MHP Owners/Operators  
17 conduct their BTM selection process within the requisite 45-day window.<sup>11</sup>
- 18 ■ Permits – Routine permits required for utility or To-The-Meter (“TTM”)  
19 construction activities are obtained by SoCalGas during the engineering and  
20 planning phase to ensure construction may begin without undue delay upon  
21 execution of the MHP Conversion Program Agreement.<sup>12</sup> Permits considered

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<sup>9</sup> See Advice Letter 4673-A.

<sup>10</sup> See Advice Letter 4673-A.

<sup>11</sup> See Detailed Application (Advice Letter 4673-A) at p. 9.

<sup>12</sup> See *infra* at p. 4 for a description of the MHP Conversion Program Agreement.

1 non-routine (e.g., environmental, etc.) are to be obtained by the MHP  
2 Owner/Operator. However, SoCalGas continues to provide guidance to MHP  
3 Owners/Operators upon request for securing permits.

- 4 ■ Environmental Issues/Remediation – During the engineering and planning phase,  
5 SoCalGas performs a tabletop environmental and cultural review to identify any  
6 existing impacts that could impede the project and require remediation.<sup>13</sup> If an  
7 issue is discovered prior to or during construction, SoCalGas may stop work and  
8 require an on-site expert review before work can start or recommence. The initial  
9 expert review and general best practices monitoring for utility construction is  
10 performed by the utility and covered under SoCalGas’ s MHP Pilot Program  
11 responsibilities; however, MHP Owners/Operators are informed at the onset of  
12 the project that they are responsible for all necessary site remediation.

13 Remediation may include, but is not necessarily limited to, the following: site  
14 treatment plans, required remediation site sampling and analysis, agency required  
15 monitoring, and other site remediation requirements.

- 16 ■ MHP Conversion Program Agreement – The IOUs, as directed by D.14-03-21,  
17 developed a MHP Program Agreement (“Agreement”).<sup>14</sup> Once a BTM contractor  
18 is selected by the MHP Owner/Operator and accepted by SoCalGas within 45  
19 days of the preliminary design delivery, an Agreement is completed, provided to  
20 the MHP Owner/Operator, and executed within 30 days, as required by the  
21 Agreement. To fulfill the requirements of the Agreement, MHP  
22 Owners/Operators must also provide: 1) proof that the MHP has a valid operating

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<sup>13</sup> See D.14-03-021 at p. 47.

<sup>14</sup> See MHP Agreement (Advice Letter 4673-B).

1 license, typically in the form of an Agency Having Jurisdiction (“AHJ”) Permit-  
2 to-Operate (“PTO”), and 2) if the MHP is on leased land, proof that the MHP has  
3 a lease that will continue for a minimum of 20 years from the time that the MHP  
4 Agreement is executed by the Utility; and 3) a declaration under penalty of  
5 perjury/affirmation that the MHP is not subject to an enforceable condemnation  
6 order or to pending condemnation proceedings. Upon execution of the  
7 Agreement, SoCalGas proceeds with fulfillment of construction pre-requisites  
8 outlined in the Outreach and Education plan and subsequently begins  
9 construction.

- 10 ■ Construction – The construction component of the program consists of two  
11 concurrent elements: TTM and BTM. As defined in D.14-03-021, TTM  
12 construction includes the new gas distribution infrastructure from the point of  
13 connection to the existing utility main system up to and including the individual  
14 residential gas meter.<sup>15</sup> BTM construction includes the infrastructure necessary to  
15 complete the extension from the metering point to the point of service connection  
16 on each mobile home.<sup>16</sup>
  - 17 ○ TTM Construction – In 2014/2015, SoCalGas and Southern California  
18 Edison (“SCE”) jointly conducted a Request for Information (“RFI”) and  
19 Request for Proposal (“RFP”) within their service territory to identify and  
20 select qualified and licensed contractors to perform TTM work. Upon the  
21 MHP Agreement execution, SoCalGas/SCE jointly assign a contractor to  
22 perform the TTM. Construction commences upon execution of the

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<sup>15</sup> See D.14-03-021 at p. 21.

<sup>16</sup> See D.14-03-021 at p. 21.

1 Agreement and fulfillment of Construction and Outreach plan pre-  
2 requisites.

- 3 ○ BTM Construction – As directed by D.14-03-21, SoCalGas requires each  
4 MHP Owner/Operator to select its own qualified and licensed contractor  
5 to perform BTM work.<sup>17</sup> To facilitate and simplify MHP BTM contractor  
6 identification and selection, SoCalGas conducted an RFI in its service  
7 territory to provide a list of pre-qualified and licensed contractors able to  
8 perform such work; however, the MHP Owner/Operator is not limited to  
9 this list and may select any qualified and licensed contractor, subject to  
10 acceptance by the utility.<sup>18</sup> The pre-qualified BTM contractor list is  
11 updated periodically. Upon MHP Owner selection of the BTM contractor  
12 and BTM bid submission and acceptance, the Agreement is prepared,  
13 issued, and executed by SoCalGas and the MHP Owner/Operator.

- 14 ■ System Cutover – Once the Housing and Community Development (“HCD”) or  
15 Local Enforcement Agency (“LEA”) has successfully inspected and approved the  
16 BTM installation, SoCalGas commences the customer transition process to direct  
17 utility service and cessation of service to the existing MHP-owned legacy gas  
18 distribution system. As stated in D.14-021-03, the MHP Owner/Operator is  
19 required to maintain the existing master-metered system (i.e., the legacy system)  
20 until cutover can occur; once the MHP is ready for cutover, SoCalGas – or its  
21 selected qualified contractor – will disconnect and purge the legacy system.<sup>19</sup>

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<sup>17</sup> See D.14-03-021 at p. 47.

<sup>18</sup> D.14-03-021 did not define “reasonable” costs.

<sup>19</sup> See D.14-03-021 at p. 49.



1 **III. RECOMMENDED PROGRAM ENHANCEMENTS FOR THE PROPOSED**  
2 **SOCALGAS MHP PROGRAM**

3 Based on past experiences and lessons learned within the first two years of executing the  
4 MHP Pilot Program, SoCalGas recommends that the following enhancements be incorporated  
5 into the SoCalGas MHP Program proposed in this Application:

- 6 ■ Revision of the MHP Agreement<sup>20</sup> –
  - 7 ○ Reducing Legacy System Service Discontinuance Period to 30 Days –  
8 Upon completion of the TTM construction and HCD/LEA houseline  
9 approval, there is currently a 90-day Legacy System Service  
10 Discontinuance period that has proven unnecessary.<sup>21</sup> Reducing this  
11 period from 90 to 30 days is recommended to expedite resident and MHP  
12 Owner/Operator safety and reliability benefits. In addition, this change  
13 will minimize the amount of time that a dual system (the legacy system  
14 and new direct utility system) provides concurrent service unnecessarily.  
15 SoCalGas’ MHP conversion experience indicates that residents apply for  
16 direct utility service well before the final space has been prepared for  
17 cutover. Based upon these experiences, this change will have minimal  
18 resident impact and should only benefit MHP Owners.
  - 19 ○ Environmental/Cultural Responsibility Clarification - Based on MHP Pilot  
20 Program experiences, SoCalGas proposes adding language to Section 6.3  
21 of the Agreement to clarify environmental and cultural cost

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<sup>20</sup> SoCalGas has provided a red-lined MHP Agreement to show its proposed edits at Attachment B hereto.

<sup>21</sup> See 5.10.03 of the MHP Agreement (Advice Letter 4673-B).

1 responsibilities. If an environmental or cultural finding occurs,  
2 responsibility for remediation rests with the MHP Owner/Operator;  
3 however, best practices activities related to monitoring (such as  
4 preliminary test holes or construction monitoring by a specialist) – that are  
5 required in order for SoCalGas to perform or continue its TTM work –  
6 would be borne by the MHP Program. The proposed modification is  
7 intended to make this delineation clear.

- 8 ○ Cancellation Clarification - Finally, SoCalGas recommends clarifying the  
9 language in Section 9 of the Agreement to more clearly define  
10 cancellation and associated cost responsibilities of the MHP  
11 Owner/Operator should discontinuance of the legacy system not occur  
12 within the prescribed time period after the qualifying mobilehome spaces  
13 are cut over to direct utility service.

- 14 ■ Update Tariff Rule 44 To Encompass the MHP Program<sup>22</sup> – SoCalGas proposes  
15 to modify SoCalGas’ Tariff Rule No. 44 to encompass the proposed MHP  
16 Program’s duration and the proposed program changes approved by the  
17 Commission in a decision on this Application, as necessary.
- 18 ■ Conduct a New FOI Submission and Prioritization Process – SoCalGas strongly  
19 urges that SED conduct a new FOI process during the first year of the proposed  
20 SoCalGas MHP Program to: 1) provide MHPs not currently in Categories 1-3  
21 with an additional opportunity to apply, and 2) re-prioritize interested and eligible

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<sup>22</sup> SoCalGas’ Tariff Rule 44 (<https://www.socalgas.com/regulatory/tariffs/tm2/pdf/44.pdf>). Specific changes to Tariff Rule No. 44 will be recommended upon finalizing proceedings and the establishment of MHP Program parameters.

1 MHPs based on lessons learned during the MHP Pilot Program. SoCalGas  
2 recommends conducting the FOI process while the IOUs concurrently work on  
3 the existing MHP Pilot Program prioritized list,<sup>23</sup> which would allow progress to  
4 continue while allowing SED to include or reprioritize MHPs for future years in  
5 SoCalGas' proposed MHP Program. The proposed six-year duration allows  
6 seamless transition of MHP projects so that there would be no hold on activities  
7 for the time needed to conduct a new FOI process. SoCalGas proposes that FOIs  
8 sent beyond the initial FOI process continue to be accepted for the duration of the  
9 MHP Program and be sent to SED for consideration.

10 ■ Eliminate Program Space Qualification Issues by Including the Following  
11 Structure/Space Types within the Program –

- 12 ○ Provide TTM treatment for permanent residential buildings under covered  
13 costs – A number of MHP Owners/Operators declined to participate in the  
14 MHP Pilot Program because of out-of-pocket costs,<sup>24</sup> which oftentimes are  
15 associated with common area BTM construction costs or non-common  
16 area TTM service to permanent buildings located on the MHP property.  
17 In many instances, permanent buildings serve as residences and were  
18 located on the property before the MHP was established. In an effort to  
19 obtain MHP participation and to avoid the need to maintain two separate  
20 distribution systems if participating in the conversion program, SoCalGas  
21 proposes that costs associated with TTM conversion for these permanent

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<sup>23</sup> The FOI process for the MHP Pilot Program Owners/Operators took place between January 1 and April 1, 2015; MHPs were prioritized and sent to the IOUs by SED in May 2015.

<sup>24</sup> As of January 12, 2017, 17 out of 48 MHP Owners/Operators that declined to participate cited high costs as a reason.

1 buildings be covered by the MHP Program, so long as these permanent  
2 buildings are residential and currently use natural gas service.

- 3 ○ Provide RV spaces with TTM and BTM treatment under covered costs –  
4 During the first year of the MHP Pilot Program, it was brought to  
5 SoCalGas’ attention by the California Department of Housing and  
6 Community Development (“HCD”) that the 1961 Mobilehomes and  
7 Mobilehome Parks Act expanded the definition of mobilehome parks to  
8 include “trailer parks.”<sup>25</sup> Additionally, section 18862.39 of the California  
9 Health and Safety Code defines a “Recreational Vehicle park” as “any  
10 area or tract of land, or a separate designated section within a mobilehome  
11 park where two or more lots are rented, leased....”<sup>26</sup> Although designated  
12 RV common areas were raised in the proceedings leading up to the  
13 creation of the MHP Pilot Program, they were not included in the resulting  
14 decision. Within the current MHP Pilot Program, SoCalGas has found  
15 that additional time and effort is often needed with RVs to determine  
16 space qualification as either mobilehome-permitted or RV-permitted.  
17 Furthermore, MHP Owners/Operators oftentimes cannot recall whether  
18 specific spaces were permitted for mobilehome usage, which causes  
19 further confusion and delays. Due to this confusion, MHP  
20 Owners/Operators often chose to cease program participation after  
21 SoCalGas determined that those RV permitted spaces would not qualify

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<http://mobilehomes.senate.ca.gov/sites/mobilehomes.senate.ca.gov/files/Trailer%20Rights%20Mar92.pdf>

<sup>26</sup> <http://www.hcd.ca.gov/codes/mobilehome-special-occupancy-parks/docs/mrl.pdf>

1 for utility-covered costs under the MHP Pilot Program. The  
2 aforementioned definitions, schedule impacts, and communications with  
3 HCD have resulted in SoCalGas' recommendation that RV spaces  
4 interspersed throughout mobilehome parks and not designated to a  
5 separate section of the park should be treated as residential mobile home  
6 spaces in the MHP Program. Associated TTM and BTM construction  
7 costs would be included as recoverable program costs as these provide  
8 residential gas service.

9 **IV. CONCLUSION**

10 Based on lessons learned during the MHP Pilot Program, and in order to maximize  
11 efficiencies both in execution and cost, SoCalGas recommends that the current program  
12 components, as ordered by D.14-03-021, be modified to include the aforementioned program  
13 enhancements in the SoCalGas MHP Program proposed in this Application.

14 This concludes my prepared direct testimony.

1     **V.   WITNESS QUALIFICATIONS**

2           My name is Dan Meltzer. My business address is 555 West Fifth Street, Los Angeles,  
3 California, 90013-1011. I am employed by SoCalGas as the Planning and Construction Manager  
4 for the Mobile Home Park Utility Upgrade Project for SoCalGas.

5           I hold a Bachelor degree in Chemical Engineering from California State University –  
6 Long Beach. I have been employed by SoCalGas since 1985, and have held positions of  
7 increasing responsibility in the Engineering, Environmental, Transmission, and Distribution  
8 departments. I have been in my current position as the MHP Planning and Construction  
9 Manager since May 2014. In my current position, I am responsible for leading the SoCalGas  
10 team responsible for development and execution of mobile home park planning, construction,  
11 and customer establishment.

12           I have previously testified before the Commission.

# **ATTACHMENT A**

## **Mobilehome Park Pilot Service Conversion Program Outreach and Education Plan**

The conversion from master-metered/submetered natural gas and/or electric service to direct service from California Public Utilities Commission (CPUC or Commission) regulated electric and natural gas Utility(ies)<sup>1</sup> (Utilities) may pose a confusing and disruptive process for Mobilehome Park (MHP) residents and owners alike. The Utilities propose the following to communicate with MHP owners and residents at various stages during the three-year Mobilehome Park Pilot Service Conversion Program (MHP Utility Upgrade Program). The outreach and education efforts utilized by each Utility may vary based on each Utility's service territory along with questions and concerns raised by MHP owners and/or their representatives and residents. Where more than one Utility is involved in the conversion process for a MHP, those Utilities will collaborate on communication and outreach efforts pursuant to this MHP Utility Upgrade Program Outreach and Education Plan.

### **Stage 1: General Outreach**

MHP owners will need to be notified of the new MHP Utility Upgrade Program, and provided general information as to the requirements of the conversion program, and application process. Upon Commission approval of the MHP Utility Upgrade Program, a general outreach effort will be implemented to inform MHP owners and/or their representatives, state and local government agencies, and other relevant entities of the new MHP Utility Upgrade Program, to inform and encourage MHP owners and/or their representatives to participate in the MHP Utility Upgrade Program.

#### **Participation in general outreach efforts**

At a minimum, from October 2014 through December 2014, each Utility will notify all eligible MHP owners and/or their representatives in its service territory, as well as relevant stakeholders (state and local governments, municipal utilities, etc.) of the Commission's decision approving the MHP Utility Upgrade Program. Additionally, each Utility will provide information regarding the 90-day CPUC Form of Intent period (January 1, 2015 through March 31, 2015) and the *Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation* (CPUC Form of Intent) as well as general MHP Utility Upgrade Program information. Other general outreach efforts undertaken by the Utility(ies) may include:

- Direct mailers, bill inserts and/or phone calls by the Utility(ies) to the MHP owners
- Information about the MHP Utility Upgrade Program made available on the Utility's and Commission websites and call centers
- Collaboration with Safety and Enforcement Division (SED) and Housing and Community Development (HCD) to inform the target audience

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<sup>1</sup> Pacific Gas & Electric Company, Southern California Edison, Southern California Gas Company, San Diego Gas & Electric, Southwest Gas Corporation, Pacific Power, Liberty Utilities, and Bear Valley Electric Service



- Providing notice of the MHP Utility Upgrade Program via channels intended to reach the target audience such as:
  - Web (Utilities, SED, HCD, Western Manufactured Housing Communities Association (WMA), Golden State Manufactured-Home Owners League (GSMOL), etc.)
  - In-person
  - Presentation at WMA Convention

The Utility(ies) will consider providing MHP owners an overview of MHP Program qualifications and owner responsibilities<sup>2</sup> in the general outreach which may include communication to residents on timelines and construction impacts. Additionally, the Utilities will outline the parameters of what is included in the program (active risers are part of the program; new service/prospective spaces will not be covered).

General outreach efforts will be coordinated by multiple Utilities, particularly in instances where more than one Utility serves the same service territory. Target coordination of the General Information packet which includes the CPUC Form of Intent on or by November 1<sup>st</sup>, 2014.

After the CPUC Form of Intent is submitted the MHPs will be prioritized by the Commission for conversion. Parks that fall outside the intended 10% conversion target will be placed on a waiting list. Placement on the waiting list, however, will not assure eventual conversion – this point must be made clear to all MHP owners during the preliminary outreach effort. Additionally, throughout the duration of the pilot this point must be reiterated in any communications with MHP owners and residents of parks and communities that are on the waitlist.

### **Communicating with other utilities**

Utilities will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs. Communication with these other utilities is targeted to begin in October of 2014.

### **Stage 2: Pre-Planning, MHP Application and MHP Agreement**

Starting in approximately May of 2015, once a MHP has been selected for conversion, the Utility(ies) responsible for the conversion will provide contact information to park owners for assistance with the detailed application. Once the detailed application is submitted the utilities will meet with MHP owner(s) and/or their representative(s) to assess the park and discuss how construction will impact the MHP community. The Utility(ies) will also be responsible for communicating with the owner for project timing. MHP owners will need more project specific information on what their responsibilities are in the MHP Program including upfront costs such as Beyond The Meter work, environmental remediation/permitting issues (if applicable), purging of the existing gas legacy system, etc. The owners will then need to work with the Utility(ies) to build a complete project plan and both parties will sign the MHP Agreement. This is also the first opportunity for the

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<sup>2</sup> See Attachment A – Additional Documentations of the Mobilehome Park Pilot Services Conversion Program Application and the Communication during engineering & planning section of this document for reference to some of the owner responsibilities.

Utility(ies) to introduce the MHP Utility Upgrade Program to MHP residents who may or may not have received much information on the MHP Program to date. Deadlines have been established in the MHP Tariff Rule, MHP Application and MHP Agreement for the MHP owner's deliverables. Failure to meet those deadlines may cause the Utility(ies) to move the MHP lower on the prioritized list. Additional communication will be required to parks that are placed on the waiting list. Placement on the waitlist will not assure eventual conversion, this must be reiterated to MHP owners and residents as necessary.

### **Communications to MHP owners regarding MHP Application**

Once a park has been selected for conversion the Utility(ies) will send a letter along with the MHP Application to the MHP owner for completion. The letter will outline the remainder of the process, including potential wait time associated with upgrades for the MHP Utility Upgrade Program, and the MHP owner responsibilities. The MHP owner has 45 days to complete the application and submit it with associated documents.

Each Utility will provide their contact information to the MHP owner and/or their representative for general questions. At this point the MHP owner or their representative will call the utility's designated direct point of contact, call center or MHP specialist, as appropriate per utility who will be trained with program information and assist in completing the application. When/if the questions go beyond the knowledge of the contact center the caller will be directed to an assigned MHP specialist within the utility. MHP owner will assign a primary contact for the MHP for project planning and implementation.

After receiving the MHP Application and required documentation the Utility(ies) will review the application and assign a primary point of contact within the Utility. When more than one Utility serves the park, the Utility leads will work together to identify the best method for communication, which may include assigning one Utility as the lead for the project.

### **Relevant and timely communications to MHP residents**

Once the Utility(ies) receive the completed MHP Application and required documentation, the Utility will work with the MHP owner and/or their representative to communicate with residents. The Utility(ies) will communicate with the affected MHP residents to provide information about the MHP Utility Upgrade Program and answer questions about the process. Utility(ies) communications will include the following information (as applicable):

- Background on the MHP Utility Upgrade Program
- Improved system safety and reliability through newer and lower risk materials and response capabilities to safety and outage events.
- What MHP residents can expect during a conversion
- What's in it for the residents: including resource information for disabled and low income residents and service choices that are available
- Rates for service under both situations and waiver of credit requirements to initiate direct service from the utility
- The role of the Utility and the Role of the MHP owner during the conversion process with focus on who to call if there is an emergency

- Gas appliance safety checks
- Utility contact information for questions

The means utilized by the Utility(ies) to communicate with and provide information to MHP residents may include:

- Direct mail and email
- Door hangers
- Will include at least one in-Person MP community meeting in each park selected for conversion, all participating utilities will have a representative knowledgeable with its MHP Utility Upgrade Program attend this meeting.

### **Communication during engineering & planning**

Once Utility(ies) receive a completed MHP Application and relevant documentation, the Engineering & Planning stage will begin, and each Utility will work together with the MHP owner(s) to fully assess the park and develop a preliminary design for the new gas and/or electric system. This planning phase may require multiple visits to the park by one or more of the Utilities. These visits will be coordinated with the MHP Owner and/or their representative to facilitate resident and utility employee safety. The Utility(ies) will provide instruction and information on areas key to the project which will include (as applicable):

- MHP resident communications
- Construction plans
- Permitting
- Work impacts
- MHP owners responsibilities, including but not limited to:
  - Disposal of existing gas and/or electric facilities
  - Environmental issues
  - Responsibility for safety of existing facilities prior to conversion
  - Support of construction efforts
  - As-built Plans (as available)<sup>3</sup>
  - Beyond the Meter owner obligation
    - List of Contractors including minimum requirements for contactors
    - Necessary and sufficient conditions for removals
- Gas Inspections – Red Tag process (existing eminent safety hazards are the responsibility of the owner to resolve)
- Communications around Park Safety

The means utilized by the Utility(ies) to communicate with and provide information to MHP owners may include:

- Direct mail

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<sup>3</sup> See Attachment A – Additional Documentations of the Mobilehome Park Pilot Services Conversion Program Application. Attachment A is a check list of the documents that the MHP Owner/Operator must provide copies of along with their Application, if applicable and available.

- Telephone contact
- Email
- In-Person/MHP community meetings
- Bilingual materials

### **Communication during Execution of MHP Agreement**

Once the Engineering and Planning has occurred, the Utility(ies) will send Meter Point Locations to the MHP owner, and will remind the MHP owner of the 45 day timeline to select a contractor for the Beyond-The-Meter work and submit the name of the contractor and the estimated costs to the Utility(ies) involved. The Utilities will notify the SED if contractor info has not been received at 35 days. If the MHP owner misses the preset timelines the Utility(ies) has the option to remove or place the park lower on the pre-qualified list. When the Utility(ies) receives the Beyond-The-Meter contractor bid the Utility(ies) will review and once approved complete the engineering cost estimate. Any disagreements will be settled by the SED. At that point the Utility(ies) prepare the MHP Agreement(s) for signature and sends to the MHP owner. The MHP owner receives and signs the completed MHP Agreement within 30 days. The Utility(ies) then countersign the MHP agreement and sends it back to the MHP owner. The primary point of utility contact will maintain communication with the MHP owner throughout the Contracting process.

### **Stage 3: Preconstruction**

MHP owner will be notified that they must resolve any environmental, endangered species and/or cultural issues before work can begin.

Once the relevant stakeholders have a construction plan and the MHP Agreement has been executed, communication to residents, local and state government agencies and the community (when necessary) may begin. The Utility(ies) will collaborate with the owner and/or their representative to communicate to residents, local and state government agencies and the surrounding community.

### **Cooperation from MHP owners**

Each MHP participating in the MHP Utility Upgrade Program will be required to work with the Utility(ies) to inform and educate MHP residents about the conversion process, including but not limited to: providing the Utility(ies) mailing addresses and emails (if available) within the MHP community, posting notices and other information about the conversion in common areas within the MHP community, and allowing authorized representatives of the Utility(ies) access to the MHP community to hang door hangers and distribute other program-related materials.

### **Relevant and timely communications to MHP residents**

Prior to commencing construction, each Utility will collaborate with MHP owner and/or their representative to communicate with the affected MHP residents to provide information about the specific impacts to the MHP and answer additional questions about the process. Utility(ies) communications will include information (as applicable) on:

- Project schedule, including estimated beginning and ending dates
- Specifics on what MHP residents can expect during conversion, such as:
  - Service disruptions
  - Construction road closures, traffic diversions
  - Site debris
  - Larger electric panel size and options for added load
- Gas appliance safety checks
- Utility contact information for questions, direct line to primary point of contact
- Bilingual informational materials

The means utilized by the Utility(ies) to communicate with and provide information to MHP residents may include:

- Direct mail
- Bill inserts
- Door hangers
- Email
- Telephone contact/Automated calling
- In-Person/ MHP community meetings
- Web sites and call centers

**Notice to local/state government agencies**

After the MHP Agreement is signed but prior to commencing construction, local and state governmental agencies (including California Coastal Commission), will be notified by the Utility(ies). Such notifications will include (as applicable):

- Background on the MHP Utility Upgrade Program
- Project schedule, including estimated beginning and ending dates
- Information for local cities/counties that may have retained inspection authority over MHPs.
- How MHP residents will be informed
- How local and state entities can respond to customer inquiries
  - Direct calls to the PUC or Utilities involved
- Utility and CPUC contact information for questions

The means utilized by the Utility(ies) to provide information to local/state government agencies may include:

- Direct mail
- Telephone contact
- Flyers/Posters
- Advertisements
- Emails
- In-Person/ MHP community meetings

- Web site and call centers

### **Communicating with the Surrounding Community**

Construction will impact not only the MHP but the surrounding community. For this reason, the responsible Utility(ies) will undertake, as necessary, communications to inform the surrounding community of an upcoming (or on-going) MHP conversion. Utility(ies) communications will include information (as applicable) on:

- Background on the MHP Utility Upgrade Program
- Benefits of the program to MHP customers and the community itself
- Project schedule, including estimated beginning and ending dates
- Potential safety, traffic, or other construction-related issues that might impact local communities
- Utility contact information for questions

The means utilized by the Utility(ies) to provide mass communications may include:

- Press releases
- Direct mail
- Flyers/Posters
- Website
- In-person
- Responsive community outreach with local outlets

### **Stage 4: Construction**

Although informed during the Preconstruction Stage, MHP owners and/or their representatives and residents may not be truly prepared for the disruptions associated with construction, and may therefore require more frequent and customized messaging. During the construction process, MHP owners will be faced with many decisions and questions, some of which the owner may not have previously anticipated. Although the Utility's primary point of contact will discuss most construction issues directly with the MHP owner, the owner will still need an informational resource for on-going reference. In addition, targeted and customized communications may help prepare MHP residents for certain transitional milestones they can expect during construction (i.e. city inspections, construction road blocks, etc.).

### **Beyond-The-Meter construction communication**

Utility(ies) may work with the MHP owner and/or their representative and provide information on recommended communication with the residents during this phase of construction. However, responsibility for information on Beyond-The Meter construction work will reside with the MHP owner or their contractor.

### **Continued communications with MHP Owners and/or their representative**

During To-The-Meter construction, each Utility will provide the MHP owner instruction and information (as applicable) on:

- Environmental issues identified during construction
- Existing utility services that must be removed or moved to accommodate the newly installed gas and/or electric systems
- Immediate safety issues that need attention before construction can continue (safety issues consistent with current practices or protocol)
- Utility contact information for questions

The means utilized by the Utility(ies) to communicate with and provide information to the MHP owner may include:

- Direct mail
- Telephone contact
- Email
- In-Person meetings
- Web sites and call centers

### **Targeted and customized communications for MHP residents**

During To-The-Meter construction, each Utility will provide timely and targeted communications to the affected MHP residents, as necessary, to provide information and answer questions as to any major construction issues that may be identified. Utility(ies) communications will include information (as applicable) on:

- When construction equipment will impact the local flow of traffic
- Pedestrian detours associated with newly paved roads
- Schedule for physical transition to utility service (which will require a brief outage, to include connection/re-light process)
- Utility contact information for questions

The means utilized by the Utility(ies) to communicate with and provide information to MHP residents may include:

- Direct mail
- Bill inserts
- Door hangers
- Email
- Telephone contact/Automated calling
- In-Person/ MHP community meetings
- Social Media

### **Stage 5: Utility Transition Information**

Before cut-over can occur, MHP residents and owners and/or their representatives will need detailed information from the Utility(ies) to understand each Utility's requirements for establishing and maintaining direct utility service.

**Information to support transition to direct utility service.**

The Utility(ies) will assist MHP residents in establishing their utility accounts, and must provide (as necessary) other information related to direct utility service. Utility(ies) will communicate directly with MHP residents to provide such assistance. Direct service information provided by the Utility(ies) will include (as applicable):

- Customer Account Set-Up
  - Utility(ies) waive the initial new customer credit check and service deposit
  - Billing Options (CARE, BPP)
  - Applicable Rates
- Utility Programs
  - Energy Efficiency
  - Low Income Assistance
  - Gas Safety Appliance Checks
  - Automatic Payment
  - Equal Payment
- Additional Information
  - Utility customer service telephone numbers
  - Utility website address
  - Location of nearby payment centers
  - Public service information (what to do if you smell natural gas, etc.)
  - Customer responsibility for facilities Beyond-The-Meter
  - Commission address and telephone number
  - Commission website address

The means utilized by the Utility(ies) to communicate with and provide information to MHP residents may include:

- Direct mail (welcome kits, etc.)
- Email
- Telephone contact/Automated calling
- In-Person/"Town Hall" meetings
- On-site resources
- Coordination with community-based organizations
- Web site



# **ATTACHMENT B**

# **MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT**

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

## **RECITALS**

WHEREAS, SOCALGAS offers a pilot program under the direction of the California Public Utilities Commission (“CPUC” or “Commission”) pursuant to Decision (D.) 14-03-021 whereby master-metered/submetered mobilehome parks (“MHP”) may elect to convert to direct utility service, with costs for “to-the-meter” and “beyond-the-meter” work to be borne by SOCALGAS (MHP Program).

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

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

### **1. General Description of Agreement**

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of the MHP Rule (Rule No. 44 [[“Rule 44”](#)]), which this Agreement is intended, in part, to effectuate. This Agreement and Rule ~~No. 44~~ shall govern the business relationship between the Parties hereto by which the entire private electric and/or natural gas distribution system servicing the mobilehome park or manufactured housing communities (“MHP”) is replaced with direct SOCALGAS electric and/or gas distribution and service system, including all Mobilehome Spaces (MH-Spaces), common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct SOCALGAS service

Gas Only

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

Electric       Gas      Name of Utility: \_\_\_\_\_

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

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- 1.4. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to the number of ~~residential~~ MH-Spaces permitted by the ~~California Department of Housing and Community Development authority having jurisdiction~~, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule ~~or as approved by SOCALGAS and the number of residential MH Spaces permitted by the California Department of Housing and Community Development, that are designated on the MHP Application and are summarized in Attachment C of this Agreement.~~
- 1.5. SOCALGAS will include ~~with as part of~~ the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules as described in Section 5.4. Common use area costs are summarized in Attachment C of this Agreement.
- 1.6. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in Rule No. 44: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utility; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.7. This Agreement has been developed as part of the CPUC’s regulatory process, and conforms to ~~CPUC~~ D.14-03-021. The Agreement has been filed and approved by the CPUC for use between SOCALGAS and the MHP Owner/Operator, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This agreement at all times shall be subject to such modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

## **2. Representations**

~~2.1. Each Party agrees to the terms of the MHP Program as stated in this Agreement, the MHP Application and Rule No. 44 which may be amended from time to time by the CPUC.~~

~~2.2.2.1.~~ 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.

~~2.3.2.2.~~ 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.

~~2.4.2.3.~~ 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

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

[Attn: MHP Program, GT-10G4](#)  
Southern California Gas Company  
555 W 5<sup>th</sup> St., [GT - 17G2](#)  
Los Angeles, CA 90013-1034  
[Attn: MHP Program](#)

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

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

[Bids provided by the contractor shall be based on the "most cost effective option" to provide the "Beyond the Meter" work to the MHP. The MHP Owner/Operator shall solicit bids for the "Beyond-the-Meter" work and shall choose the contractor that meets the MHP Owner/Operator's operational needs and agrees to provide the "Beyond-The-Meter" work in a prudent manner and at a reasonable cost.](#) SOCALGAS reserves the right to review the reasonableness of the bid from the Contractor selected by the MHP Owner/Operator to perform the "Beyond-the-Meter" work. SOCALGAS encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. [SOCALGAS will also provide the MHP Owner/Operator with a list of qualified contractors for participation in the MHP Owner/Operator's bidding process, which the MHP Owner/Operator may choose to use at its discretion](#)

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If SOCALGAS and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

# **MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT**

## **MHP Owner/Operator Responsibilities**

- 5.1. The MHP Owner/Operator will continue to have sole responsibility ~~of~~ for assuring ~~the~~ MHP's compliance ~~of~~ with all federal, state, and local laws and ordinances 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 SOCALGAS in obtaining rights-of-ways or easement as described in the Utility's Main and Service Extension Rules (Rule No. 20 and No. 21) as required for service.
  - 5.2.2. SOCALGAS shall at all times have the right to enter and leave the Ppark for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable SOCALGAS tariffs. Where electronic gates ~~may be~~ are involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller. Non-electric gates to the park shall be equipped with an approved utility lock keyed with the utility keyway.
  
- 5.3. Engineering and Planning – Gas Distribution System
  - 5.3.1. The MHP Owner/Operator and its ~~C~~ Contractor will design the “Beyond-the-Meter” gas system and secure any necessary permits. Contractor shall meet the code and regulation requirements of the inspecting agency for the installation of the gas house line.
  - 5.3.2. SOCALGAS will design and install a natural gas service line to deliver sufficient volume at SOCALGAS' standard delivery. Any requests for service modifications beyond that exceed the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under SOCALGAS' current Rules and Tariffs and will not be reimbursed by the MHP Program.

# MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

## 5.4. Engineering and Planning – General

- 5.4.1. MHP Owner/Operator shall ensure that any proposal ~~for “Beyond-the-Meter” work~~ prepared or received by the MHP Owner/Operator ~~from a bidding “Beyond-The-Meter” contractor~~ is based on a full knowledge of all conditions that would affect the cost, schedule, and conduct of the Work. The MHP Owner/Operator shall inform itself fully and convey to all potential ~~c~~Contractors and to SOCALGAS the physical conditions at the MHP and work site, including as applicable, subsurface geology, suspected or known locations of any cultural, biological, or paleontological resources, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on Drawings; the extent of established lines and levels; Notwithstanding any of the work performed or reimbursed by SOCALGAS under the MHP Program, the MHP Owner/Operator retains sole responsibility for all electric and gas systems serving the MHP, other than the new distribution system being installed by SOCALGAS under this Agreement. To the extent that any system serving the MHP connects to, interferes with, or relies upon the new distribution system or the MHP’s legacy systems, such systems are entirely the MHP Owner/Operator’s responsibility.
- 5.4.2. The MHP Owner/Operator ~~of the MHP~~ will continue to own and be responsible for ~~the all~~ “Beyond-the-Meter” service facilities. SOCALGAS will include with the MHP Program additional reasonable “To-The-Meter” services for common use areas within the MHP that will be served under commercial rate schedules. SOCALGAS will not provide either the service panel ~~and or any other~~ “Beyond-the-Meter” reimbursements for these common area services. Request for additional common use area meters and services, including services for recreational vehicles (RV) spaces located in a designated RV area that are not provided by the MHP Program, but approved by SOCALGAS, will be designed under the guidance of the Service Relocation and Rearrangement provisions of Rule No. 21. The MHP Owner/Operator will be responsible for such charges ~~and which~~ shall be listed in Attachments C and D of this Agreement.
- 5.4.3. Requests for service relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator or an individual MHP resident 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 only be made by MH Owners in resident-owned MHPs directly to the Utility and as permitted by the MHP’s Rule and Regulations. SOCALGAS will process such requests under current applicable Tariffs. Such requests ~~for “To-the-Meter” services~~ may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. Service modification costs that are the responsibility of MHP Owner/Operator or MHP resident requesting the modifications shall be listed in Attachments C, D & E of this Agreement. All design, engineering, relocation, or other associated costs not covered by the MHP Program, must be paid in full to SOCALGAS **prior** to ~~or with the~~ submittal of the MHP Agreement in order for

# **MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT**

the construction phase to begin. SOCALGAS will not begin construction until such payments are made.

5.4.3.1. The MHP Owner/Operator, or its representative, is solely responsible ~~to collect for collecting~~ any and all fees associated with “To-the-Meter” service modifications ~~that are~~ not covered by the MHP Program ~~that were and~~ requested on behalf of the MHP residents and due delivering such fees to SOCALGAS ~~under the current Rules and Tariffs and forward these payments to SOCALGAS.~~

5.4.3.2. “Beyond-the-Meter” service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), shall be the sole responsibility of the requesting party and shall not be subject to Utility reimbursement.

5.4.3.3. Any requests for service relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order and may need to be redesigned and/or re-engineered. Additional redesigned and/or re-engineered costs will be the sole responsibility of the requesting party and must be paid before construction on such changes begins.

5.4.4. The MHP Owner/Operator shall ~~be responsible to assure ensure~~ that the worksite where the new “To-the-Meter” and the “Beyond-the-Meter” facilities will be located will be safe and accessible to SOCALGAS and its contractors, free of debris, obstructions, landscaping, ~~and or~~ temporary facilities prior to the initiation of work by SOCALGAS and/or ~~the City's~~ contractor. Relocation or removal of all such obstructions ~~as agreed to by SOCALGAS~~ is the responsibility of the MHP Owner/Operator and will not be covered by the MHP Program, unless previously approved by SOCALGAS. Temporary facilities may include, but ~~are is~~ not limited to: storage sheds, decks, awnings, car ports, or any facility that is not normally provided by the MHP.

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

## 5.5. Existing Distribution System (Legacy System)

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



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appropriate. ~~The existing legacy system will remain the property and responsibility of the current MHP Owner/Operator. If Any~~ necessary, further decommissioning or removal of the existing system, will be the responsibility of the MHP Owner/Operator.

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

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

## 5.6. Permits

5.6.1. Except for ~~routine, ministerial construction encroachment~~ permits necessary for utility trenching within public rights-of-way, all other permits will be the responsibility of the MHP Owner/Operator. to be acquired by SOCALGAS pursuant to Section 6 of this Agreement, the acquisition of all other permits will be the responsibility of the MHP Owner/Operator. This includes, ~~but not limited to without limitation~~, 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.

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

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

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

5.7.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, ~~must continue to remain with each~~ is the responsibility of the MHP Owner/Operator and must be addressed as required by the ~~agency with jurisdictional authority~~ authority having jurisdiction. ~~No utility~~ SOCALGAS shall not assume any remediation responsibility, and utility ratepayers shall bear no costs associated with any required remediation, provided that SOCALGAS may assume responsibility for monitoring the performance of the "To-The-Meter" work with respect to such environmental, cultural, and/or endangered species related issues until it is determined that remediation is required.

5.7.2. Any ~~existing~~ environmental, endangered species, ~~or and~~ cultural resources issues ~~that are~~ identified during the MHP Program ~~will may~~ result in the immediate suspension of work at the MHP ~~by SOCALGAS~~. The MHP Owner/Operator will be responsible ~~to work for working~~ with the appropriate experts and/or agency with jurisdictional authority and SOCALGAS, as necessary, to develop and implement an impact avoidance and mitigation remediation plan to resolve these issues prior to work resuming at the MHP. Should SOCALGAS require environmental and/or cultural monitoring to continue work, such costs would be bore by the Utility. However, the costs associated with additional monitoring beyond the Utility's requirements or remediation as established by the appropriate experts and/or agency with jurisdictional authority shall be the responsibility of the MHP. If required, the MHP may be granted additional time by SOCALGAS to resolve environmental, endangered species, and cultural resources issues prior to completing the project; however, the extension will not extend past the pilot period end date of the MHP Program, unless approved by the CPUC.

## 5.8. Outreach and Education

5.8.1. The MHP Representative will be the central liaison for the MHP and will be responsible for relaying project information to MHP residents and to SOCALGAS. The MHP Representative will be the channel by which SOCALGAS will provide MHP Program information and project status updates to the MHP Owner/Operator and the MHP residents, and will work directly with the MHP Residents to address any questions or concerns that may arise throughout the course of the Project. The MHP Representative will also be the channel by which the contractor hired by the MHP Owner/Operator to perform "Beyond-the-Meter" work will provide status updates to SOCALGAS. The MHP Representative shall assure-ensure that all such notices are communicated or distributed to the appropriate party in a timely manner.

5.8.2. All costs associated with the MHP Representative in performing the duties associated with the MHP Program performance of the duties of the MHP

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Representative will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.

~~5.8.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents.~~

~~5.8.4.~~5.8.3. To the fullest extent such rights are available to the MHP Owner/Operator, the MHP Owner/Operator grants SOCALGAS the rights to contact the residents of the MHP directly, to inform the MHP residents about the MHP Program, ~~accounts-utility account~~ setup and other programs and services that will soon ~~will~~ be available as direct utility customers. ~~As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different from physical address of unit, home phone number, cell phone number, email address, and other contact information.~~If the MHP Owner/Operator is unable to allow SOCALGAS to contact the MHP residents or SOCALGAS is unable to contact a MHP resident, it shall be the MHP Owner/Operator's responsibility to provide such utility information to the residents.

~~5.8.5.~~5.8.4. The MHP Representative shall also ensure that ~~its Contractor works~~the MHP's "Beyond-the-Meter" contractor cooperates with SOCALGAS and keeps the MHP ~~s~~ residents informed of the status of the "Beyond-the-Meter" work ~~of the project on a regular basis.~~ Communications will include notices such as temporary outages, access needs, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with SOCALGAS communications and shall be distributed in a timely manner.

## 5.9. Construction

5.9.1. Prior to signing this ~~Mobilehome Park Utility Upgrade Program~~ Agreement, ~~each the~~ MHP Owner/Operator, in consultation and coordination with SOCALGAS, shall ~~select~~have selected and hired a qualified licensed ~~c~~Contractor to perform all necessary "Beyond-the-Meter" construction, plumbing and/or electrical work consistent with Section 4 of this Agreement.

~~5.9.1.~~5.9.2. Coordination of Work: The MHP Owner/Operator shall ~~assure~~ensure that its ~~"Beyond-the-Meter" c~~Contractor shall works with the MHP Representative to pre-notify and coordinate all work with SOCALGAS and other affected ~~p~~Parties to ensure that the project is completed in a timely and cost efficient manner with the least inconvenience to MHP residents.

5.9.3. MHP Owner/Operator shall ~~assure~~ensure that its contractor(s) are aware of and abide by all safety requirements described in Section 7 of this Agreement.

~~5.9.2.~~5.9.4. Construction of the conversion project may only commence once all of the terms pursuant to of Section D.3.b of Rule ~~No.~~ 44 have been achieved.

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~~5.9.3-5.9.5.~~ The MHP Owner/Operator shall work cooperatively with SOCALGAS to resolve ~~various-any~~ construction issues that may arise during the project, ~~such as including but not limited to locations of new utility facilities,~~ providing an acceptable site for a construction yard for SOCALGAS' materials and equipment during the project.

## 5.10. Cutover / Completion of Project

5.10.1. Prior to cutover of an individual space to direct service, the jurisdictional authorities authority having jurisdiction must inspect and approved the installation of the "Beyond-the-Meter" work to all participating facilities at the MHP currently receiving gas and/or electric service, including MH-spaces covered and not covered by the Program, RV spaces, and common areas.

5.10.2. Cutover ~~cannot of the MHP's system to direct service shall not~~ occur until SOCALGAS is satisfied that 24-hour access is available to all utility facilities. Where such access ~~may be is~~ restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates ~~may be are~~ involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

5.10.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MH-spaces participate in the ~~p~~MHP Program throughout the MHP's participation in the program. The MHP Owner/Operator shall provide reasonable proof to SOCALGAS prior to execution of this Agreement that either (a) all qualifying MH-space owners/tenants have agreed to participate in the MHP Program, or (b) MHP Owner/Operator possesses the legal right to convert any MH-Space in the MHP without the consent of the MH-space owner/tenant. and for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after SOCALGAS is ready to cutover all qualifying MH-spaces to direct Utility service.

5.10.4. Upon notice by SOCALGAS, the MHP Owner/Operator shall submit a request to SOCALGAS for removal of the legacy master-meter and discontinuance of legacy system service at the MHP no later than 30 days after SOCALGAS completes the installation of the gas and electric meters at the MHP. This includes meter installation to all MH-spaces, RV spaces, and common areas.

~~5.10.4-5.10.5.~~ If requested by SOCALGAS, the ~~C~~"Beyond-the-Meter" contractor shall be available to meet and perform joint cutover with SOCALGAS for the individual services within the MHP. SOCALGAS will coordinate with the ~~c~~Contractor to jointly meet to perform this work.

~~5.10.5-5.10.6.~~ Upon cutover to the new utility distribution system, the MHP Owner/Operator will take ownership of all "Beyond-the-Meter" facilities and will be responsible for all operation, maintenance, or other work associated with the facilities.

~~5.10.6-5.10.7.~~ The Utility shall purge the gas legacy master-meter distribution system of unpressurized gas to ensure safety of the disconnected gas system.

# MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

The MHP Owner/Operator shall have its Contractor purge the gas legacy master meter system of unpressurized gas to ensure safety of the disconnected gas system retire and remove the legacy system at the cost of the MHP Owner/Operator.

## 6. Utility's Responsibilities

### 6.1. Engineering and Planning

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

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

6.1.2. SOCALGAS will prepare a preliminary design package for the new electric and/or gas system; and prepare all necessary land rights documents.

6.1.3. SOCALGAS will ~~consult with the MHP Owner/Operator to~~ identify the location of each new electric and/or gas meter and will specify any safety 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. SOCALGAS will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service.

6.1.6. If applicable, SOCALGAS will design and install a natural gas service line and Excess Flow Valves (EFV) at each individual MH-Space to deliver sufficient volume at SOCALGAS' standard delivery.

6.1.7. Vacant MH-Spaces will receive a stub but will not be connected to a ~~s~~"Service ~~d~~Delivery ~~p~~Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to service activation, service will be extended under SOCALGAS' the existing distribution and/or service extension rules. MH-spaces that refuse to participate in the MHP Program or MH-spaces that cannot reasonably be converted to direct utility service within an MHP participating in the MHP Program may also receive a stub, and thereafter receive service under existing SOCALGAS extension rules.

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## 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.~~

~~SOCALGAS may request, at its discretion, to review any permits acquired by the MHP Owner/Operator pursuant to Section 5.7 of this Agreement prior to construction. No work will be performed by SOCALGAS or the "Beyond-the-Meter" contractor under the MHP Program until the MHP Owner/Operator and or SOCALGAS (as applicable) obtains the required permits. SOCALGAS will review all permits prior to construction. No work will be performed by SOCALGAS or the Contractor under the MHP Program until the MHP's Owner/Operator and/or SOCALGAS obtains the required permits.~~

## 6.3. Environmental and Cultural Resources Review

6.3.1. SOCALGAS shall conduct a desktop environmental, endangered species and cultural resources review of the proposed work at the MHP ~~and where.~~ Where that review indicates any ~~environmental, endangered species and cultural concerns or resources~~ issues, ~~SOCALGAS will immediately suspend the work at the MHP.~~ SOCALGAS will not ~~resume~~ begin work on the MHP until it has received authorization from appropriate experts and/or agency with jurisdictional authority that the issues have been ~~resolved~~ addressed and that the project can proceed. Any environmental, endangered species, and cultural resources remediation, or other resolution of environmental issues, ~~must continue to remain with each~~ shall be the responsibility of the MHP Owner/Operator and must be addressed as required by the ~~agency with jurisdictional authority~~ authority having jurisdiction. ~~No~~ The Utility shall not assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation provided that the Utility may bear costs for the redesigning, monitoring, and/or investigation of such issues during the performance of the work.

## 6.4. Outreach and Education

6.4.1. SOCALGAS will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents. The MHP Owner/Operator and/or the MHP Representative will work directly with the MHP Residents to address any questions or concerns that may arise throughout the course of the project.

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. Throughout the course of the project, information provided by SOCALGAS will may include, but is not limited to, "transition kits" for the MHP residents with information about: construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rates for Energy (CARE), medical assistance program,



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energy efficiency and demand response opportunities. SOCALGAS will work with the MHP Representative to make sure all notices and [available](#) 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 [provided that the MHP Owner/Operator and MHP Representative shall cooperate with SOCALGAS as reasonably necessary concerning such communications.](#)

### 6.5. Construction

- 6.5.1. ~~Under the MHP Program,~~ SOCALGAS will install, or select a qualified licensed contractor to install the new “To-the-Meter” electric and/or gas distribution systems that will meet all current utility electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design in the MHP Agreement.
- 6.5.2. SOCALGAS will ~~consult and~~ coordinate ~~the its~~ MHP activities with other Utilities that may jointly serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. Once the terms of Section ~~5.9.35-9.35-9.24~~ [of this Agreement](#) have been achieved, the conversion project may commence. SOCALGAS may elect to wait to commence “To-the-Meter” construction until the MHP Owner/Operator can demonstrate [that either \(a\) all qualifying MH-space owners/tenants have agreed to participate in the MHP Program, or \(b\) MHP Owner/Operator possesses the legal right to convert any MH-Space in the MHP without the consent of the MH-space owner/tenant, and/or its qualified contractor has substantially completed construction of the “Beyond-the-Meter” facilities and such facilities have been approved by the governing inspection authority and SOCALGAS receives a copy of any inspection report or verification.](#) ~~SOCALGAS may also commence construction(c)~~ if the MHP Owner/Operator has coordinated an acceptable construction schedule [for the covered and not covered “Beyond-the-Meter” work that is approved by SOCALGAS.](#) Once the above has been confirmed, SOCALGAS will commence “To-the-Meter” construction as scheduling and availability permits.

### 6.6. Cutover/Completion of Project

[Upon completion of the project,](#) SOCALGAS will own, operate, and maintain all of the “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule No. 20 and Rule No. 21 and other Utility tariffs.

- ~~6.6.1. If necessary, SOCALGAS will coordinate with the Contractor to jointly meet to perform joint cutover with SOCALGAS for the individual services within the MHP.~~

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## **7. Safety**

- 7.1. IMPORTANCE OF SAFETY: ~~The~~ Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and ~~the~~ Parties are solely responsible for performing the work in a safe manner. ~~The~~ Parties shall plan and conduct the work, and shall require all ~~c~~Contractors and ~~S~~ubcontractors to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its "Beyond-the-Meter" ~~C~~contractor to provide necessary training to its employees and ~~S~~ubcontractors to inform them of ~~the foregoing all applicable~~ safety and health rules and standards. Should SOCALGAS at any time observe the ~~C~~contractor, or any of its ~~s~~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 ~~the c~~Contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: ~~The~~ MHP Owner/Operator shall ~~assure~~ ensure that its "Beyond-the-Meter" ~~c~~Contractor plan and conduct the work to safeguard persons and property from injury. ~~The~~ MHP Owner/Operator shall direct the performance of the work by ~~its C~~ the "Beyond-the-Meter" contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, ~~the~~ "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 personal protective equipment, as 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 the "Beyond-the-Meter" cContractor that must be adhered to. 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 ~~the~~ ~~C~~contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by ~~such C~~contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions at the site.
- 7.3. Additional Precautions: ~~If At~~ SOCALGAS' ~~requests discretion,~~ SOCALGAS may require the MHP Owner/Operator ~~shall to~~ require its "Beyond-the-Meter" ~~c~~Contractor to provide certain safeguards ~~not in use but considered necessary at the site, and if~~ ~~the C~~contractor fails to comply with the request within a reasonable time, SOCALGAS may provide ~~the such~~ safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by SOCALGAS may result in cancellation of ~~the Contract~~ this Agreement for cause.
- 7.4. ~~The~~ Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to SOCALGAS, MHP Owner/Operator, the "Beyond-



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~~the-Meter” contractor.~~ Subcontractors, MHP residents, and/or the general public.  
Upon notice, the responsible party shall investigate the potential safety hazard and, if necessary, take actions to remedy the situation.

- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and its residents.

## **8. Delay and Suspension of Work**

- 8.1. Suspension of Work by SOCALGAS: SOCALGAS reserves the right to suspend the work on ~~the MHP~~this Program to serve the needs of the greater public.
- 8.2. Notification of Delays: ~~☞The “Beyond-the-Meter” 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, but such work and such delay shall remain the responsibility of the contractor and the MHP Owner/Operator.~~
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be ~~allowed-provided~~ to the MHP Owner/Operator for expenses resulting from delays ~~for which arising from the actions of the MHP Owner/Operator is responsible or its contractor or residents. If, in SOCALGAS’ opinion, the delay is sufficient to prevent MHP Owner/Operator’s compliance with the specified schedule, The MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator’s sole expense, to assure-ensure completion in accordance with the agreed-upon schedule if any such delays arise 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.~~

~~9.2-9.1.~~ SOCALGAS may cancel or suspend this Agreement for, but not limited to, the following situations reasons, and such cancellation or suspension shall be considered a cancellation or suspension for cause:

9.1.1. The failure, refusal, or inability of the MHP Owner/Operator to perform ~~the work in accordance or comply~~ with any of its obligations or responsibilities under this Agreement for any reason (except for ~~those reasons that are~~ beyond MHP Owner/Operator’s control) after receiving notice from SOCALGAS and an opportunity to cure ~~and MHP Owner/Operator has failed to do so;~~ provided however, at that SOCALGAS is not required to provide an opportunity to cure for’ option, safety or security violations that may endanger the health or safety of persons or property or a material violation of applicable laws result in immediate cancellation; or

9.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate the “Beyond-the-Meter” work within six months of the execution of this Agreement; or

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9.1.3. The failure or inability of the MHP Owner/Operator to complete the “Beyond-the-Meter” work and be ready to receive direct service from SOCALGAS within 12 months of ~~the~~ execution of this Agreement, which may include, without limitation, the failure of the MHP Owner/Operator to discontinue or shut off the MHP’s legacy service; or

9.1.4. A legal action is ~~placed~~ taken against the MHP Owner/Operator which, in SOCALGAS' opinion, may interfere with the performance of ~~the work~~ either Party’s obligations under this Agreement.

9.2 ~~If the MHP Owner/Operator cancels the Agreement, the MHP Owner/Operator will~~ The MHP Owner/Operator may cancel this Agreement at any time upon written notice to SOCALGAS.;

9.3 In the event of a cancellation as described in Sections 9.1 or 9.2, the following shall occur:

9.3.1. ~~Agree to~~ the MHP Owner/Operator shall reimburse SOCALGAS for all work and costs incurred by SOCALGAS prior to the cancellation that did not result in ~~a~~ direct Utility service of an individual MH-Space or common area. SOCALGAS’ costs may include, for example, “To-the-Meter” labor, material and supplies, (including long lead time materials), transportation, and other direct costs which SOCALGAS allocates to such work;

9.3.2. ~~Not~~ The MHP Owner/Operator shall not be eligible for reimbursement for any “Beyond-the-Meter” work performed ed on behalf of the MHP by the Contractor that did not result in ~~a~~ direct Utility service of an individual MH-Space; and

9.3.3. ~~P~~ The MHP Owner/Operator shall pay back to the Utility any reimbursements paid to the MHP Owner/Operator or the “Beyond-the-Meter” contractor within thirty (30) days of written notice from SOCALGAS for partial work completed by its Contractor in full.

9.4. ~~In the event of such cancellation,~~ SOCALGAS shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct SOCALGAS service which are of benefit to SOCALGAS, and which are not duplicative of existing service. In no event shall SOCALGAS be liable for any damages, penalties, fines, expenses, or losses arising from lost or anticipated profits, loss of business, loss of use, or loss of goodwill arising from or in relation to any such cancellation ~~or overhead on uncompleted portions of the work due to cancellation caused by the MHP Owner/Operator.~~

9.5. ~~Cancelled or suspended MHP Agreement may, at the Utility’s option, result in the removal of the~~ SOCALGAS shall remove the MHP from the queue of approved projects and for the selection of the next MHP that is on the waiting list for the MHP Program.

9.6. ~~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.~~

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9.7. In the event the entire MHP Program is cancelled or terminated by SOCALGAS or the CPUC, or the CPUC reduces funding for the MHP Program in a manner that prevents SOCALGAS from conducting work under the MHP Program, causing SOCALGAS to cancel the project, liability for costs associated with such cancellation or termination shall be determined by the CPUC

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

- 10.1. Except with respect to the limitations described in this Agreement, aAll costs incurred by SOCALGAS to provide "To-the-Meter" facilities for ~~a~~-typical utility service for each qualifying MH-Space will be covered by the MHP Program.
- 10.2. Requests for service relocations, rearrangements and upgrades not covered by the MHP Program will be the sole responsibility of the requesting party under SOCALGAS' current applicable ~~t~~tariffs. See Section 5.4.3.
- 10.3. SOCALGAS will include ~~with as part of~~ the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules as described in Section 5.4.2., but SOCALGAS will not provide reimburse the MHP Owner/Operator for any "Beyond-the-Meter" reimbursements work associated with the service panel for these common area services.
- 10.4. SOCALGAS will reimburse the MHP Owner/Operator ~~based on the invoice~~ for the "Beyond-the-Meter" ~~to be work~~ performed by the ~~c~~Contractor, pursuant to invoices submitted by the MHP Owner/Operator for such work. 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 written agreement from SOCALGAS. SOCALGAS will review all invoices received for the "Beyond-the-Meter" work by the ~~c~~Contractor designated in this Agreement and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. MHP Owner/Operator shall not request reimbursement for and SOCALGAS shall not reimburse costs. This work shall not include costs for any modification or retrofit of ~~the any~~ mobilehome or manufactured home ~~nor or~~ include costs or expenses associated with additional services to common use areas as described above.
- 10.5. As soon as practicable and after the jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to SOCALGAS for "Beyond the Meter" workThe MHP Owner/Operator shall submit invoices to SOCALGAS for "Beyond-the-Meter" work in accordance with the above restrictions as soon as practicable after the jurisdictional authorities have inspected and approved the installation and operation of the "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of ~~converted completed~~ MH-~~s~~Spaces compared to the total number of eligible MH-~~s~~Spaces at the MHP. The final reimbursement payment for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after (a) the final cutover has been completed and, (b) the entire MHP has been converted to direct SOCALGAS service to the extent required hereunder, and (c) the "Beyond-the-Meter" contractor has provided SOCALGAS a

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[notice of completion and provided appropriate lien waivers to SOCALGAS as requested. Reimbursement may be contingent upon the MHP Owner/Operator's submission of a formal request to SOCALGAS to discontinue the MHP's legacy natural gas system service, subject to SOCALGAS' discretion.](#)

[10.6.](#) Invoices [for reimbursement](#) shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

~~10.6.~~[10.7.](#) [MHP Owner/Operator may elect to assign its rights to reimbursement for the "Beyond-the-Meter" work permitted under this Agreement to the contractor performing such work by completing a separate form with respect to such assignment.](#)

## **11. Nondisclosure**

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

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

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## 12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless SOCALGAS, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from (a) injury to or death of persons, including, but not limited to, employees of SOCALGAS, MHP Owner/Operator, Contractor or Subcontractor; ~~injury to~~ (b) damage, destruction, or loss of property of SOCALGAS, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources; ~~;~~ (c) 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 t~~his 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 sole or active ~~gross~~-negligence or willful misconduct of SOCALGAS, its officers, agents, or employees. The MHP Owner/Operator shall also release, indemnify, defend and hold harmless SOCALGAS from all causes of action or claims arising from projects which were cancelled ~~by~~under the ~~MHP Owner/Operator terms of this Agreement~~, for which SOCALGAS shall have no liability. ~~A utility~~SOCALGAS shall have no liability for the MHP submeter systems (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP ~~owner~~Owner/Operator shall release, ~~will~~ hold harmless, defend and indemnify SOCALGAS from all causes of action, damages, fines, penalties, or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, causes of action, demands, losses, damages, costs, expenses, fines, penalties, 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, ~~its~~ 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, stipulations, or plans made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and



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shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.

- 13.2. MHP Owner/Operator shall require any ~~c~~Contractor or ~~s~~Subcontractor ~~to whom performing~~ any portion of the Work ~~to be performed~~ hereunder ~~may be contracted~~ to comply with provisions of this paragraph, and agrees to save and hold SOCALGAS harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

## **14. Governing Law**

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

## **15. Entire Agreement**

This Agreement consists of, in its entirety, this Mobilehome Park Utility Upgrade Program Agreement and all attachments hereto, the MHP Application, and SOCALGAS' Rule No. 44. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

## **16. Enforceability**

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

## **17. Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including, but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

## **18. Not a Joint Venture**

**MOBILEHOME PARK  
UTILITY UPGRADE PROGRAM AGREEMENT**

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

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

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

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

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

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

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

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

**SOUTHERN CALIFORNIA GAS  
COMPANY**

\_\_\_\_\_

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

\_\_\_\_\_  
*Type/Print Name*

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

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

**MOBILEHOME PARK**  
**UTILITY UPGRADE PROGRAM AGREEMENT**

**Attachment A**  
**Documents and Declaration**

A. Additional Documentation

As described in the Applicability Section of Rule ~~No.~~ 44 (Section A.1) and Section 1.6 of the Agreement, the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Upgrade Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utility.

As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement. The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.

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

B. Declaration of Non-Condemnation

In accordance with CPUC D.14-03-021, and subject to the requirements of Rule ~~No.~~ 44, all MHPs participating in the MHP Utility Upgrade Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MOBILEHOME PARK**  
**UTILITY UPGRADE PROGRAM AGREEMENT**  
**Attachment B**  
**Contractor Selection**

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

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

Secondary Contractor (if required)

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

# MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

## Attachment C – Estimated Costs for MHP Project

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

Project Name: \_\_\_\_\_

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

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

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

- Electric Only                       Gas Only                       Electric & Gas

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

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under SOCALGAS’ current applicable tariffs. In addition, “Beyond-the-Meter” costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Rule No. 21.

Table C-1 illustrates the financially responsible party for the “To-the-Meter” and “Beyond-the-Meter” services under the MHP Program. [This list may not be all-inclusive.](#)

Table C-1	“To-the-Meter” Facilities and Equipment installed by SOCALGAS Financially Responsible Party			“Beyond-the-Meter” Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MHP Resident	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Resident
	Service to Individual MH-Spaces	X			X	
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes in resident-owned MHP			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in non-resident-owned MHP		X			X	

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

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

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

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

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

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

	Cost Covered by the MHP Program	Cost Not Covered by the MHP Program <sup>2</sup>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the SOCALGAS riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Other</u> – Includes, but is not limited to, permits as provided by contractor.	\$ _____	\$ _____
<b>MHP Owner/Operator’s Total Estimated “Beyond-the-Meter” Project Costs</b>	\$ _____	\$ _____
<b>C. Total Estimated Cost for MHP Service Conversion Project (A + B)</b>	\$ _____	\$ _____
<b>D. Number of MH-Spaces</b>	_____	_____
<b>E. Average Cost per MH-Space</b>	\$ _____	\$ _____
<b><u>F. Number of common areas – includes, but is not limited to recreation rooms, laundry rooms, street-light connection points</u></b>	_____	_____
<b><u>G. Average Cost per common area</u></b>	\$ _____	\$ _____

<sup>2</sup> Provided breakdown of charges not covered by the program on Attachment C.

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

BY SUBMITTING THE INFORMATION IN ATTACHMENT C, MHP OWNER/OPERATOR REPRESENTS AND COVENANTS THAT IT HAS REVIEWED THE ABOVE INFORMATION AND HAS DETERMINED THAT SUCH COSTS ARE REASONABLE AND ITS SELECTED CONTRACTOR IS QUALIFIED TO PERFORM SUCH WORK.

**MOBILEHOME PARK  
UTILITY UPGRADE PROGRAM AGREEMENT**

**Attachment D –**

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

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

Project Name: \_\_\_\_\_

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

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under SOCALGAS' current applicable tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. SOCALGAS will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for beyond-the-meter construction covered by the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by SOCALGAS, will be designed under the guidance of the Service Relocation and Rearrangement section of Rule No. 21. Service modifications and relocations for MH Spaces in a resident-owned MHP, must be requested by and is the responsibility of the MHP Owner/Operator.

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

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

1. Amount Due from MHP Owner/Operator to SOCALGAS

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

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

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

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

**MOBILEHOME PARK  
UTILITY UPGRADE PROGRAM AGREEMENT**

**Attachment D –**

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

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

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

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

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

**MOBILEHOME PARK**  
**UTILITY UPGRADE PROGRAM AGREEMENT**  
**Attachment E –**  
**Costs That The MHP Resident is Responsible for**  
**that is Not Covered Under The MHP Program**

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

Project Name: \_\_\_\_\_

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

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

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

A. Total Amount Due By MHP Residents in resident-owned MHP for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to SOCALGAS

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

2. Amount Due from MH Residents to the Contractor

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

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



