

PRELIMINARY STATEMENTS

DD. Mobile Home Park Balancing Account (MHPBA)

1. Purpose:

The purpose of the Mobile Home Park Balancing Account ("MHPBA") is to record and recover the actual incurred costs of implementing the voluntary Mobilehome Park Utility Conversion Program to convert the electric master meter/sub-meter service at mobile home parks and manufactured housing communities to direct service by BVES, pursuant to Decision No. ("D") 14-03-021 and as further modified by D. 20-04-004. The costs associated with the entries in the MHPBA shall include incremental incurred expenses for both "to the meter" and "beyond the meter" capitalized costs and ongoing incremental Operation and Maintenance ("O&M") expenses. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review of "to the meter" cost will occur in BVES General Rate Case ("GRC") proceedings, where these costs are included into the base rates. The review of the "beyond the meter" costs will occur in the first GRC after service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those projects are included in a GRC revenue requirement. Pursuant to OP 1 of D. 20-04-004, BVES is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program.

(N)

2. Applicability:

The MHPBA shall apply to all customer classes, except for those schedules or contracts specifically excluded by the Commission.

3. Rates:

The MHPBA will be collected through distribution rates or as authorized by the Commission.

4. Accounting Procedure:

Entries to the MHPBA shall be made monthly, and shall be determined as follows:

- a. A debit entry equal to the recorded incremental O&M expenses, including applicable payroll taxes and benefits on BVES labor;
- b. A debit entry equal to the incremental capital-related revenue requirement, excluding associated Franchise Fees and Uncollectible ("FF&U") expenses related to the "to-the meter" capital costs incurred. The capital-related revenue requirement shall include depreciation expense, return on rate base at the current authorized return on rate base, federal and state income taxes, and other associated with the costs of installed equipment, such as property tax and ad valorem.
- c. A debit entry equal to the revenue requirement on the regulatory asset, excluding FF&U, related to the "beyond-the meter" costs incurred. The revenue requirement shall include amortization expense, return on investment at the currently authorized rate of return on rate base, and applicable taxes, such as income and ad valorem taxes associated with the costs of installed equipment. The "beyond the meter" costs will be amortized over ten years, with a return on investment at a rate equivalent to BVES's current authorized return on rate base.
- d. A debit or credit entry to transfer the December 31st balance to or from any other accounts as approved by the Commission, such as the Base Revenue Requirement Balancing Account ("BRRBA").
- e. Interest shall accrue monthly to the MHPBA by applying the interest rate to the average of the beginning-of-month and end-of-month balances recorded in the MHPBA. The Interest Rate shall be one-twelfth of the Federal Reserve three-month Commercial Paper - Non-Financial, from the Federal Reserve Statistical Release, H.15, or its successor. If in any month a non-financial rate is not published, BVES shall use the Federal Reserve three month Commercial Paper Rate - Financial.

(N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

PRELIMINARY STATEMENTS

DD. Mobile Home Park Balancing Account (MHPBA)

5. **Disposition:** (N)
BVES will file an advice letter annually to recover the recorded balance through rates for (N)
completed conversions in the year immediately following the cut over service.
6. **Review:**
BVES is authorized to fully recover in distribution rates the costs of the conversion program, subject to reasonableness review. Review for reasonableness of "to the meter" costs and "beyond the meter" costs will occur in the first General Rate Case (GRC) proceeding where conversion costs are included into the GRC rate base for the MHPs that have service cut over completed.

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

- A. UTILITY PURPOSE: Pursuant to the California Public Utilities Commission (CPUC or Commission) Decision ("D.")14-03-021, Resolution E-4878, Resolution E-4958, and D.20-04-004. BVES is offering the Mobilehome Park Utility Conversion Program ("MHP Program") as a voluntary ten-year program to convert eligible master metered electric service to direct service for Mobilehome Parks or Manufactured Housing Communities (MHP) spaces in its service territory. The MHP Program will conclude the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program. Subject to the requirements set forth in this Rule and the program extension limitations set forth in D.20-04-004, all eligible master metered and sub-metered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and eligible common use services within the entire MHP will be converted from master metered electric distribution service to direct BVES distribution and service (Distribution System).
- B. APPLICABILITY: The MHP Program is available to all eligible MHPs within BVES' service territory as defined in Section C. Within the eligible MHPs the only eligible Mobilehome spaces are those permitted by the California Department of Housing and Community Development or its designated agency. Recreational vehicle parks and spaces are not eligible for the MHP Program.
- C. PROGRAM ELIGIBILITY
1. MHPs must meet all of the following criteria to be eligible for the MHP Program. Program eligibility does not guarantee acceptance into the program, nor does it guarantee conversion to direct service from BVES.
 - a. Receives electricity through a utility owned master meter, owns and operates the distribution system with at least a natural gas or electric associated sub-meters, and furnish electricity to residents. In cases where only one service is sub-metered, the sub-metered service must be served by an Investor Owned Utility participating in the MHP Program.
 - b. Take electric service under the following rate schedule:
 - Schedule DMS
 - c. Operate under a current and valid license from the governmental entity with relevant authority.
 - d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the time that the MHP Agreement is executed by BVES.
 - e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(N)

(N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

2. MHP Owner/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following documents: (N)
- The CPUC "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"]; and
 - The "Mobilehome Park Utility Conversion Program Application" ["MHP Application"] (Form No. 60); and
 - The "Mobilehome Park Utility Conversion Program Agreement" ["MHP Agreement"] (Form No. 61).

D. MHP PROGRAM COMPONENTS

1. CPUC Form of Intent

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

a. Prioritization of CPUC's Form of Intent

- 1) CPUC Form of Intent will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only. BVES will consult and coordinate with SED, HCD, or its local agency designee. MHPs whose CPUC Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.
- 2) BVES will receive a list of prequalified MHP Initial Applications from SED and HCD. BVES will then contact the MHPs with the highest priority to participate in the MHP Program until the program goal is achieved. BVES will undertake its best efforts to communicate and coordinate with other utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.
- 3) If a new MHP that is not currently on BVES's list of MHPs is accepted into another participating utility's MHP Program, BVES will allow this MHP to move to the next stage of BVES's MHP Program, so long as BVES's MHP Program is still substantially underway.

(N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

2. MHP Application

(N)

- a. After an MHP has been preliminarily contacted by BVES to participate in the MHP Program, the MHP Owner/Operator will be provided with the Mobilehome Park Utility Conversion Program Application (MHP Application). The MHP Application requests additional information that the MHP Owner/Operator should provide to enable BVES to commence the engineering and planning process for the new MHP distribution system.
- b. Upon receipt of a completed MHP Application and necessary documentation from the MHP Owner/Operator, BVES will commence engineering and planning a new MHP distribution system.

3. MHP Agreement

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

4. Construction

- a. BVES will perform or select a qualified, licensed contractor to perform all necessary "To-the-Meter" construction, and/or electric work as set forth in this Rule, and the MHP Agreement.
- b. In Common areas, conversions will be at the discretion of the Commission Safety and Enforcement Division. Consistent with existing requirements for BVES to safely and efficiently connect its service facilities with its electric distribution facilities, BVES will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to BVES main distribution facilities. The selected location shall be as close as practical to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.
- c. The MHP Owner/Operator selected Contractor will perform all necessary "Beyond-the-Meter" construction and/or electrical work as set forth in this Rule, and the MHP Agreement

(N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

5. Cutover of Service

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

6. Ownership of Facilities After Conversion

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

7. Safety

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

(N)

(N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

8. Reimbursement to MHP Owner/Operator (N)
- BVES will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. This shall include reasonable costs for converting to direct BVES service buildings/structures and/or locations that serve as common areas for the MHP's residents and which currently receive utility service from the MHP's master metered system. For common areas that are approved at the discretion of the Commission Safety and Enforcement Division, consistent with existing requirements for BVES to safely and efficiently connect its service facilities with its electric facilities, BVES will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the BVES mainline facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.
- Beyond-the-Meter expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. For expenditures related to common areas, BVES is not responsible for the installation, modification, and/or permitting of necessary MHP owned electric facilities, or other non-BVES owned facilities necessary to accommodate electric installations. Moreover, BVES is not responsible for any Beyond-The-Meter work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure. The amount eligible for reimbursement will be stated in the MHP Agreement.
9. Payment to BVES
- If applicable, any costs associated with service relocations, rearrangements and upgrades that are not covered by the MHP Program or in excess of what the MHP Program requires must be paid in full to BVES prior to or included with the submittal of the MHP Agreement in order for the engineering and planning phase to begin.
10. Changes to the Mobilehome/Manufactured Home (N)
- Changes or modifications to the individual mobilehome, including alterations to the utility connection that may be required to complete the conversion, must be authorized by the registered owner of the mobilehome prior to the alterations being made. Obtaining such authorization is the responsibility of the Mobilehome Owner/Operator. Authorization from a resident who is not also the registered owner is not sufficient.

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

E. INTERACTION WITH OTHER TARIFFS

(N)

1. MHP Residents

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

- a. Rule 7- Deposit: Existing MHP residents who become customers of BVES through the MHP Program will be deemed "grandfathered" into their BVES service accounts and on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Rule 11.
- b. CARE/FERA Program - Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) and/or Family Electric Rate Assistance (FERA) programs through the MHP master meter/sub-meter distribution system and become customers of BVES through the MHP Program will be deemed "grandfathered" into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE/FERA program. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE/FERA program.
- c. Medical Baseline Allowance - Existing MHP residents who receive a medical baseline allowances through the MHP master meter/sub-meter distribution system and become customers of BVES through the MHP Program will be deemed "grandfathered" and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the Medical Baseline Rule at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Rule.
- d. Service Connection Charge - Existing MHP residents who become customers of BVES through the MHP Program will be deemed grandfathered into BVES' service account, whereby MHP residents, on a one-time basis, will be charged fees associated with service connection. This will be a one-time exception to the Service Connection Charge.

2. MHP Owner/Operator(s)

Utility service provided by BVES to the MHP Owner/Operator(s) is subject to BVES' effective

(N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Tariffs, which can be found at www.bves.com with the following exceptions:

(N)

- a. Rule 15 – Distribution Extension: Because BVES will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Rule 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants’ responsibilities; allowances; contributions or advances; refunds; and design and installation options.
- b. Rule 16 – Service Extension: Because BVES will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Rule 16 that cover applicant responsibilities or options are not applicable to MHP Owner/Operators while participating in the MHP Program. This may include, but is not limited to applicants’ installation options, allowances and payment. Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Rule 16 may be waived by the utility during MHP Program participation. In consultation with the MHP Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location in the park as designated and approved by BVES.

F. DEFINITIONS and ACRONYMNS

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in BVES’ tariffs are also found in Rule 1

1. MHP AGREEMENT – The Mobilehome Park Utility Conversion Program Agreement (Form No. 61).
2. BEYOND-THE-METER – Electric “Beyond-the-Meter” facilities include the electric equipment to establish the Service Delivery Point as identified in the “Required Service Equipment” of Rule 16, along with additional conductors, infrastructure and substructures necessary to complete the extension of facilities from the Service Delivery Point (e.g. Electric Metering Facility to the point of connection (e.g. power supply cord or hard wire feeder assembly) for the mobile home. BVES will not be responsible for any part of the “point of connection” as noted above, including labor, or any work that would require an alteration permit. Other than aspects related to reimbursement by utilities for the reasonable costs for their initial construction, Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner. The power supply cord or hard wire feeder assembly will continue to be part of the mobilehome and be the responsibility of the mobilehome owner.
3. COMMON USE AREA – Designated building(s), areas, or facilities within an MHP that is (are) intended to be used by all the park residents or the MHP Owner/Operator. Energy costs for servicing the common area are paid for by the MHP Owner/Operator.

(N)

Rule No. 23
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

4. CPUC's FORM OF INTENT - The CPUC's Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation (Appendix D of Decision 20-04-004). (N)
5. HCD - California Department of Housing and Community Development. HCD administers and enforces uniform statewide standards which assure owners, residents and users of mobilehome parks protection from risks to their health and safety.
6. MANUFACTURED HOUSING COMMUNITY - Any area or tract of land where two or more manufactured home lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, only to accommodate the use of manufactured homes constructed pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974.
7. MOBILEHOME - See Rule 1.
8. MOBILEHOME PARK (MHP) - See Rule 1.
9. MOBILEHOME SPACE (MH-Space) - Designated area within a MHP that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation.
10. MOBILEHOME PARK OWNER/OPERATOR (MHP Owner/Operator) - The party that has legal obligation for the MHP.
11. MHP RESIDENT - A person who has tenancy in a MHP under a rental agreement or who lawfully occupies a mobilehome.
12. SED - California Public Utilities Commission's Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, and highway/rail crossings, licensing, consumer protection, and safety oversight of motor carriers of passengers, household goods, and water vessels, and regulatory oversight of hot air balloons and some air carriers.
13. SERVICE DELIVERY POINT (Electric) - Where BVES' Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by BVES.
14. TO-THE-METER - "To-the-Meter" facilities include all electrical facilities (e.g. cable, connectors, poles, transformers, switches, and meters) including the conduit and substructures necessary to complete the electrical distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by BVES.
15. MHP APPLICATION - The Mobilehome Utility Conversion Program Application (Form 60). (N)

(Continued)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

Form No. 60
MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

(N)

PLEASE SEE ATTACHED

(N)

MOBILE HOME PARK UTILITY CONVERSION PROGRAM APPLICATION

(FORM AVAILABLE UPON REQUEST)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprows
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004 and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-meter /sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.

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

The MHP Owner/Operator must designate below each Utility² that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately-owned master-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual HCD permitted Mobilehome (MH) space and the eligible MHP common areas based on the discretion of the Commissions Safety and Enforcement Division (SED). Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
<input type="checkbox"/>	N/A	<i>Bear Valley Electric Service</i>
<input type="checkbox"/>	N/A	<i>Liberty Utilities</i> (CalPeco Electric)
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</i>
<input type="checkbox"/>	N/A	<i>Pacific Power, a Division of PacifiCorp</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>San Diego Gas and Electric Company</i>
<input type="checkbox"/>	N/A	<i>Southern California Edison Company</i>
N/A	<input type="checkbox"/>	<i>Southern California Gas Company</i>
N/A	<input type="checkbox"/>	<i>Southwest Gas Corporation</i>

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

¹ MHP Rule by Utility
 Bear Valley Electric Service – Rule 23 San Diego Gas and Electric – Rule 44
 Liberty Utilities – Rule 23 Southern California Edison – Rule 27
 Pacific Gas and Electric – Rule 28 Southern California Gas – Rule 44
 Pacific Power – Rule 26 Southwest Gas – Rule 23

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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

NOTE: Current registration with the California Department of Housing and Community Development for each of individual mobilehome within the MHP may be required prior to inspection and completion of the cutover. If the MHP Program requires that the utility connection of the mobilehome be altered to complete the conversion, the Mobilehome Park Owner/Operator is responsible to obtain such agreement from the registered owner of the mobilehome prior to the alterations being made.

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

This Application is specific to PG&E’s service territory. If your MHP is within multiple utility service territories, please consult with the other utility listed as necessary. Please complete the Application in its entirety, attach all requested documentation, and mail a copy to each of the Utilities that you identified above as providing electric and/or gas service to your MHP. Utility addresses are listed below. Utility addresses are listed below:



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



Pacific Power
300 S. Main
Yreka, CA 96097



A Sempra Energy utility™

Southern California Gas Company
MHP Program, SC720J A1
8101 Rosemead Blvd,
Pico Rivera, CA 90660-5100



Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150



San Diego Gas & Electric Company
MHP Program, SC720J A1
8306 Century Park Ct.
San Diego, CA 92123-1530



Southwest Gas Corporation
Attn: MHP Program
13471 Mariposa Road
Victorville, CA 92392



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



Southern California Edison Company
MHP Utility Conversion Program
Rancho Cucamonga Regional
Office, G139 9500 Cleveland
Ave., Rancho Cucamonga, CA
91730

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

1. MHP Project Information

Mobilehome Park Name: _____

Address: _____

City: _____ State: _____

County: _____ ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces Permitted by HCD: _____ as of: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)³ Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____ Email Address: _____

Mobilehome Unit Ownership Type

- | | |
|--|--|
| <input type="checkbox"/> All units on common single parcel | <input type="checkbox"/> Units on individual parcels |
| <input type="checkbox"/> Common use shared ownership | <input type="checkbox"/> Other: _____ |

Does the MHP Owner/Operator have a current and valid license to operate a MHP?

- No Yes License Number: _____

Is the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?

- No Yes

Is the MHP operated on leased real property?

- No Yes Number of years remaining on land lease: _____

³ RV Spaces are not eligible for conversion under the MHP Program

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION**

2. Business Information

Legal Name to appear on contract: _____

- Individual Partnership Corporation
 Limited Liability Corporation Governmental Agency Sole Proprietor
 Other

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (This is the individual(s) which the MHP will designate to be the central liaison for the MHP Owner/Operator, the contractor hired by the MHP, the MHP Residents and the Utility).

a. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

b. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION**

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

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

Type of Service: Electric Overhead Service Electric Underground Service
 Other: _____

Does the MHP purchase electricity through a third party (e.g., Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

No Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

Current Electric Service Account Number	Current Rate Schedule
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

Type of Service: No Gas Service available at MHP (Electric only)
 Natural Gas System
 Propane System (Centralized tank with MHP distribution system)
 Propane System (at each MH-Space)
 Other: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

No Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION**

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

To list additional accounts use Attachment "B"

c. Telephone Service (if applicable):

Name of Telephone Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Phone Service Underground Phone Service

Other: _____

d. Cable/Satellite Service (if applicable):

Name of Cable/ Satellite Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Cable Service Underground Cable Service

MHP Owned Cable/Satellite/Phone Service

Other: _____

5. Current Energy Metering Arrangement

Electric

- Master-Meter/Sub-Meter Electric
- Master Electric Meter, no Sub-Meter
- Other: _____

Gas

- Master Meter/Sub-Meter Gas
- Master Gas Meter, no Sub-Meter
- Other: _____

6. Energy Usage/Load Information

a. Electric Load Information

1) Typical MHP Space

Existing MHP Space Main Switch Size
(Meter Panel & Service Termination Enclosure) _____ Amps

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: # 1 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

Common Use Area Electric Service: # 2 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

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

3) Streetlighting

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

Lamp Type: # 1

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

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

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

How are streetlights currently served?

- Served directly from Master meter account
- Served from MH sub-meter, or MH pedestal
- Direct unmetered connections

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

7. Additional Documentation

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

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

8. Planning, Engineering and Construction

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

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

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

9. Application Deadline

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

10. Next Steps

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

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

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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

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

After the MHP Agreement is fully executed, permits can be requested, and construction can begin.

11. Cancellation of MHP Application

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

The Utility may cancel this Application for, but not limited to, the following situations: (1) the failure, refusal or inability of the MHP Owner/Operator to perform specified activities and responsibilities set forth in this Application in a timely manner, after receiving notice from the Utility and an opportunity to cure; (2) failure or inability of the MHP Owner/Operator to supply the name, agreed to qualifications and reasonable costs of the Contractor who will perform all of the "Beyond-The-Meter" work at the MHP within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) the MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

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

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION**

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person⁴, or an authorized representative of the entity, that is legally responsible for the MHP, and that the information provided is true and correct to the best of my knowledge. I certify that the MHP Owner/Operator is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park

Signature

Name of Owner/Operator

Type/Print Name

Date

Title

⁴ If multiple signatures are required, please copy this certification page as needed and include with your Application.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

Attachment A - Additional Documentations

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

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

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK

UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

3. Electric Common Use Area Services:

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

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # _____ Description: _____

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

Common Use Area Electric Service: # _____ Description: _____

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

Common Use Area Electric Service: # _____ Description: _____

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

Common Use Area Electric Service: # _____ Description: _____

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

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

4. Streetlight Lamp Type

If Street Lighting to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule, please provide the information for each lamp type (check one lamp type) that could not be documented in Section 6 of this Application.

Lamp Type:# _____

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

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

Lamp Type:# _____

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

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

Lamp Type:# _____

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

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

Lamp Type:# _____

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

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

Lamp Type:# _____

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

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

MOBILEHOME PARK

UTILITY CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

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

Provide additional sheet as necessary

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|--|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (___psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|--|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (___psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|--|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (___psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Common Use Area Gas Service: # _____ Description: _____

- | | | |
|--|---|--|
| Gas Service Delivery Pressure Requested: | <input type="checkbox"/> ¼ psig | <input type="checkbox"/> Other (___psig) |
| <input type="checkbox"/> Gas Range - Btu rating: _____ | <input type="checkbox"/> Laundry Dryer- Btu rating: _____ | |
| <input type="checkbox"/> Water Heater- Btu rating: _____ | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____ | |
| <input type="checkbox"/> Gas Oven- Btu rating: _____ | <input type="checkbox"/> Furnace- Btu rating: _____ | |
| <input type="checkbox"/> On-Demand Water Heater
Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters
Btu rating: _____ | |
| <input type="checkbox"/> Other gas loads _____
Btu rating: _____ | | |

Form No. 61
MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

(N)

PLEASE SEE ATTACHED

(N)

MOBILE HOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

(FORM AVAILABLE UPON REQUEST)

Advice Letter No. 391-EA
Decision No. 20-04-004

Issued By
R. J. Sprows
President

Date Filed June 8, 2020
Effective January 1, 2021
Resolution No. _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

RECITALS

WHEREAS, BVES offers a pilot program under the direction of the California Public Utilities Commission (“CPUC” or “Commission”) pursuant to Decision 20-04-004 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 BVES (“MHP Program”).

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

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

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Rule No. 23 (“MHP Rule”), which this Agreement is intended, in part, to effectuate. This Agreement and Rule No. 23 shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct BVES electric and/or gas distribution and service, including all Mobilehome Spaces (“MH-Space”), common areas, permanent buildings, and/or structures that currently have utility service.

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

- Electric Only Gas Only Electric & Gas

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

- Electric Gas Name of Utility:_____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission’s (CPUC’s or Commission’s) Application for Conversion of Master-Meter Service at Mobilehome Park or



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Manufactured Housing Community to Direct Service from Electric or Gas Corporation, (Form of Intent), and the Mobilehome Park Utility Upgrade Program Application (MHP Application) (Form No. 60) and continues to be bound by the terms set forth in those documents.

- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility 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 MHP-Spaces at the MHP.
- 1.4. The number of MHP-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to the number of occupied residential MHP-Spaces permitted by the California Department of Housing and Community Development or its designated agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MHP-Space permitted by the California Department of Housing and Community Development or its designated agency that are designated on the Utilities’ MHP Program Application and is currently able to receive electric service from the existing master- metered/submetered system (Legacy System).
- 1.5. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.6. This Agreement conforms to D.20-04-004 and has been filed and approved by the CPUC for use between BVES and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This Agreement always shall be subject to such modifications as the CPUC may direct in the exercise of its jurisdiction.

2. Representations

- 2.1. Each Party agrees to the terms and conditions of the MHP Program as stated in this Agreement, the MHP Application and MHP Rules. All tariffs associated with this Program may be amended from time to time, subject to CPUC approval.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for that Party in the execution of this Agreement.
- 2.3. Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid, and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement and (b) carry out its duties in accordance with applicable regulatory directives, Federal laws, City and County ordinances, and recognized professional standards in accordance with the requirements of this Agreement.

3. Submittal of Agreements and Documents

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

Mobilehome Park Utility Upgrade Program
Bear Valley Electric Service
42020 Garstin Drive
Big Bear Lake, CA 92315

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

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the- Meter" work at the MHP and shall consult and coordinate with BVES on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 4.2. If BVES and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform “Beyond the Meter” work, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3. The Contactor shall be selected based on the “most cost-effective option”. BVES reserves the right to review the reasonableness of bids for “Beyond the Meter” work that are received by the MHP Owner/Operator. BVES and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither BVES’s consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by BVES of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that BVES makes no guarantee or warranty, either expressed or implied, with respect to the Contractor’s work. The MHP Owner/Operator understands and agrees that BVES will not be liable for any claims related to “Beyond the Meter” facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless BVES and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility of assuring compliance of all state and local laws governing mobilehome residency and compliance with all park rules and regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator of the real property shall provide or assist in obtaining rights-of- way or easements as described in BVES’s Distribution and Service Extension Rules (Rule 15 & 16) and D.20-04-004.
 - 5.2.2. BVES shall at all times have the right to enter and leave the Park for any purpose connected with the furnishing of electric 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 BVES tariffs.
- 5.3. Engineering and Planning – Electric Distribution System
 - 5.3.1. The “Beyond-the-Meter” electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- service equipment. Required permits must be obtained and shall be available for inspection by BVES.
- 5.3.2. BVES will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MHP-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under BVES's current Rules and Tariffs.
- 5.4. Engineering and Planning – Gas Distribution System [NOT APPLICABLE TO BVES]
- 5.4.1. The “Beyond-the-Meter” gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by BVES.
- 5.4.2. BVES will design and install a natural gas service line to deliver sufficient volume at BVES's standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under BVES's current Rules and Tariffs.
- 5.5. Engineering and Planning – General
- 5.5.1. It shall be the MHP Owner/Operator's responsibility to ensure that any proposal prepared or received by the MHP Owner/Operator is based on full knowledge of all conditions that would affect the cost and conduct of the work. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to BVES the physical conditions at the work site, including, as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions, and spoil disposal areas; the availability, location, and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on Drawings; and the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by BVES.
- 5.5.2. The MHP Owner/Operator will continue to own and be responsible for the “Beyond- the-Meter” service facilities. Further, if BVES installs a Meter Shed to help protect its meter set assembly from potential damage due to the accumulation of snow and ice, the MHP Owner/Operator will own and be responsible for said Meter Shed.
- 5.5.3. BVES will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. For common areas, BVES will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the BVES's main distribution facilities. Moreover, the selected location shall be as



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations. BVES will not provide the service panel and “Beyond-the-Meter” reimbursements for these common area services. Requests for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program but are approved by BVES, will be designed under the guidance of the Service Relocation and Rearrangement provisions of BVES Rules. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment B and C of this Agreement.

- 5.5.4. Requests for service relocations, rearrangements, and upgrades not covered by the MHP Program may be made by the MHP Owner/Operator and such modifications and additional incremental costs will be the sole responsibility of the MHP Owner/Operator requesting party and will be handled under BVES’s current applicable Tariffs. Request for service modification may be made by MHP Owners directly to BVES in resident owned MHP and as permitted by the MHP’s Rules and Regulations. Such requests for “To-the-Meter” services may require a separate contract and shall be done in accordance with the effective service extension tariff. Service modification costs that are the responsibility of MHP Owner/Operator or the MHP resident requesting the modifications shall be listed in Attachment C, D, and E of this Agreement. All costs not covered by the MHP Program must be paid in full to BVES prior to or with the submittal of the MHP Program Agreement for the construction phase to begin.
 - 5.5.4.1. The MHP Owner/Operator, or its representative, is responsible for collecting any and all fees associated with “To-the-Meter” electric service modifications not covered by the MHP Program that were requested on behalf of the MHP residents and due to BVES under the current Rules and Tariffs. The MHP Owner/Operator, or its representative, must forward those payments to BVES.
 - 5.5.4.2. “Beyond-the-Meter” service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below-ground installations), shall be the sole responsibility of the requesting party and are not subject to BVES reimbursement.
 - 5.5.4.3. Any requests for service relocations, rearrangements, and upgrades that occur after the design and engineering phase has been completed will result in a change order and may need redesigning and/or re-engineering. Additional redesigned and/or re-engineered costs will be the sole responsibility of the requesting party.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 5.5.5. The MHP Owner/Operator shall be responsible to assure that the worksite where the new “To-the-Meter” and the “Beyond-the-Meter” facilities will be located will be free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by BVES and/or the Contractor. Relocation or removal of such obstructions as agreed to by BVES is the responsibility of the MHP Owner/Operator and will not be covered by the program, unless previously approved by BVES. Temporary facilities may include, but is not limited to, storage sheds, decks, awnings, car ports, or any facilities that are not normally provided by the MHP.
- 5.5.6. The MHP Owner/Operator will continue to own, maintain, and be responsible for facilities located within the Park’s common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and its associated “Beyond-the-Meter” facilities. Utility meters will be installed to serve these facilities, and the MHP Owner/Operator will be financially responsible for the energy usage recorded by the meter(s). Energy charges will be based on the applicable tariff.
- 5.6. Existing Distribution System (Legacy System)
- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submetered system (Legacy System) and continue to provide utility service to the MHP Residents until cutover to direct BVES service. The Legacy System will, always, remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (including above ground facilities, i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.
- 5.6.2. BVES shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. BVES shall isolate the new and existing legacy systems. BVES shall not incur any expenses associated with the removal or retirement of the existing system under the MHP Program. Should removal of the sub-metered distribution system be necessary to complete the conversion to direct utility service from BVES, such costs may, at BVES’s discretion, be included in the MHP Program if it is necessary and can be done so efficiently.
- 5.6.3. *If the MHP has an existing propane gas distribution system, [Utility] will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility’s existing Distribution and Service Extension Rules and would not qualify under the MHP Program. (Not Applicable to BVES)*
- 5.7. Permits



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

5.7.1. Except for the routine, ministerial construction permits to be acquired by BVES pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but is not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric service work necessary to install new service delivery facilities including, but not limited to electric meter pedestals, and terminations
- Permits for the abandonment of the Legacy System

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

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

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

5.8. Environmental, Endangered Species and Cultural Resources Review

5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.

5.8.2. Any existing environmental, endangered species, and cultural resources issues that are identified during the MHP Program will result in the immediate suspension of work at the MHP. The MHP Owner/Operator will be solely responsible for working with the appropriate experts and/or agency with jurisdictional authority to develop and implement an impact avoidance and mitigation plan to resolve these issues prior to work resuming at the MHP. If required, MHP may be granted additional time by BVES to resolve environmental, endangered species, and cultural resources issues prior to



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

completing the project. However, the extension will not extend past the program period of the program unless approved by the CPUC.

5.9. Outreach and Education

- 5.9.1. The MHP Representative will be the central liaison for the MHP and will be responsible for relaying project information to MHP Residents and to BVES. The MHP Representative will be the channel by which BVES will provide MHP Program information and project status updates to the MHP Owner/Operator and the MHP Residents. The MHP Representative will also be the channel by which the MHP Owner/Operator-hired "Beyond-the-Meter" contractor will provide status updates to BVES. The MHP Representative shall assure that such notices are communicated or distributed to the appropriate party in a timely manner.
- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP Residents.
- 5.9.4. The MHP Owner/Operator grants BVES the right to contact the residents of the MHP directly and to inform the MHP residents about the MHP Program, accounts setup, and other programs and services that will be available to MHP residents as direct utility customers. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP residents with contact information with their submittal of the MHP Application, they must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.9.5. The MHP Representative shall ensure that its Contractor works with BVES and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work of the project. Communications will include notices such as temporary outages, detours, or street closures. The MHP Representative will also ensure that such notices will remain consistent with BVES communications and are distributed in a timely manner.

5.10. Construction

- 5.10.1. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with BVES, shall select and hire a qualified licensed Contractor to perform all necessary "Beyond-the-Meter"



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

construction, and/or electrical work consistent with Section 4 of this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with BVES and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.

5.10.2. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues; 2) procurement of all required permits; and 3) payment for any requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section 10 of this Agreement; and 4) the execution of the MHP Agreement.

5.10.3. MHP Owner/Operator shall assure that its contractors are aware of and abide by all safety requirements described in Section 7 of this Agreement.

5.10.4. The MHP Owner/Operator shall work cooperatively with BVES to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of BVES's construction materials and equipment during the project.

5.11. Cutover/Completion of Project

5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.

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

5.11.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MHP-Spaces participate in the program and for discontinuing MHP utility service to all qualifying MHP-Spaces no later than 90 days after BVES is ready to cutover all qualifying MHP-Spaces to direct Utility service.

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

5.11.5. Upon cutover to the new distribution system, the MHP Owner/Operator will take ownership of all "Beyond-the-Meter" facilities and will be responsible for all maintenance associated with the facilities.

6. Utility's Responsibilities

6.1. Engineering and Planning



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

In addition, BVES will design and install the new distribution and service system up to the Service Delivery Point on a “like-for-like” basis to the existing system, to the extent possible and allowed by current codes and regulations, and where it is the most cost-effective option. For example, an existing 200-ampere service will be replaced with a 200-ampere service. If both electric and gas are requested to be replaced and electric service is provided overhead, BVES will have the option to offer underground electric service if it is cost-effective to do so.
- 6.1.2. BVES will prepare a preliminary design package for the new electric system and all necessary land rights documents.
- 6.1.3. BVES will consult with the MHP Owner/Operator to identify the location of each electric meter and will specify any barriers required for the protection of the metering service equipment. BVES will have the final approval of the location of the meter.
- 6.1.4. BVES 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. BVES will design and install the “To-the-Meter” facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100-ampere service, the utility will design and install “To-the-Meter” facilities to accommodate 100-ampere service as part of the MHP Program.
- 6.1.6. Except for the 100-ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under BVES’s current Rules and Tariffs. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.
- 6.1.7. Vacant MHP-Spaces will receive a stub to the location of the future “Service Delivery Point” during the MHP Program. When a previously vacant space becomes occupied subsequent to service activation, a line extension contract will be required to extend service per normal line extension rules (Rule No. 16).



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

6.2. Permits

6.2.1. BVES 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 Agreement.

6.3. Environmental and Cultural Resources Review

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

6.4. Outreach and Education

6.4.1. BVES will work with the MHP Owner/Operator and/or the MHP Representative on outreach to and education of MHP residents.

6.4.2. During the construction phase, BVES will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by BVES will include, but is not limited to, “transition kits” for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. BVES will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

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

6.5. Construction

6.5.1. Under the MHP Program, BVES will install or select a qualified licensed contractor to install the new “To-the-Meter” electric distribution systems that will meet all current utility electric design standards, applicable codes,



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

regulations, and requirements. Facilities and services installed will be based on the agreed-upon design in the MHP Program Agreement.

6.5.2. BVES will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.

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

6.6. Cutover/Completion of Project

6.6.1. BVES will own, operate, and maintain all “To-the-Meter” electric distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule No. 15 and Rule No. 16 and other applicable tariffs.

6.6.2. Existing MHP residents within the MHP will be converted to direct BVES service and will be served under existing BVES’s tariffs. At the time of the initial service cut-over, fees associated with new customer credit checks and service deposits will be waived. However, as with other residential customers, MHP residents will still be subject to discontinuance of service provisions per the Utilities’ Discontinuance and Restoration of Service Rule (Rule No. 11). After the service cutover is completed and MHP residents have established their BVES accounts, all new MHP residents will be subject to all existing credit requirements and deposits applicable to all BVES residential customers.

6.6.3. Existing MHP residents who participate in the CARE and/or the Family Electric Rate Assistance (FERA) programs through the MHP master-metered/submetered distribution system and become a customer of BVES through the MHP Program will be deemed grandfathered into the respective program without having to re-certify or reapply as long as the name of the customer for the new service account matches the name of the CARE/FERA participant. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion.

6.6.4. Existing MHP residents who receive medical baseline allowances through the MHP master-metered/submetered distribution system and become a customer of BVES through the MHP Program will be deemed grandfathered and will



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

continue to receive the same medical baseline allowances without having to re-certify or reapply as long as the participant who is receiving the medical baseline allowance still lives at the residence. This will be a one-time exception to the Medical Baseline Rules at the time of the service conversion.

6.6.5. [Utility] or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.(Not Applicable to BVES)

7. Safety

- 7.1. IMPORTANCE OF SAFETY: Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program, and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work and shall require all Contractors and Subcontractors to perform their portions of the work in accordance with all applicable local, state, and federal rules; regulations; codes; and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and subcontractors to inform them of the foregoing safety and health rules and standards. Should BVES at any time observe the Contractor, or any of its subcontractors, performing the work in an unsafe manner or in a manner that may, if continued, become unsafe, then BVES shall have the right (but not the obligation) to require the MHP Owner/Operator to stop Contractor's work affected by the unsafe practice until Contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities shall be performed in accordance with said practices, laws, rules, and regulations. BVES may designate safety precautions in addition to those in use or proposed by contractor. BVES reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 7.3. Additional Precautions: Upon BVES's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, BVES may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by BVES may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to BVES, MHP Owner/Operator, contractors, 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 MHP residents.

8. Delay and Suspension of Work

- 8.1. Suspension of Work by BVES: BVES reserves the right to suspend the work under the MHP Utility Conversion Program to serve the needs of the greater public.
- 8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify BVES in writing of any impending cause for delay that may affect BVES's schedule. If possible, BVES will coordinate and assist contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in BVES's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Cancellation or Suspension of Agreement

- 9.1. Either Party may, at its option, terminate upon 45 day written notice to the other Party.
 - 9.1.1. BVES may cancel or suspend this Agreement for, but not limited to, the following situations:
 - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from BVES and an opportunity to cure and MHP



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- Owner/Operator has failed to do so; provided however, at BVES's option, safety or security violations may result in immediate termination; or
- 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or
 - 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from BVES within twelve (12) months of the execution of this Agreement; or
 - 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in BVES's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
- 9.1.2.1. Agree to reimburse BVES for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MHP-Space or common area. BVES's costs may include, for example, "To-the-Meter" labor, material, and supplies (including long lead time materials); transportation; and other direct costs that BVES allocates to such work;
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work perform by the Contractor that did not result in a direct BVES service of an individual MHP- Space; and
 - 9.1.2.3. Pay back to BVES in full any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor.
- 9.1.3. In the event of such cancellation, BVES shall reimburse the MHP Owner/Operator for services satisfactorily completed before the date of cancellation that resulted in direct BVES service of benefit to BVES. In no event shall BVES be liable for lost or anticipated profits or overhead on incomplete portions of the work due to cancellation caused by the MHP Owner/Operator.
- 9.1.4. A cancelled or suspended MHP Program Agreement may, at BVES's option, result in the removal of the MHP from the queue of approved projects and the selection of the next MHP on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to BVES arising from cancellation. BVES may cancel or suspend this Agreement and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

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

- 10.1. All costs incurred by BVES to provide "To-the-Meter" facilities for a typical service for each qualifying MHP-Space will be covered by the MHP Program.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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 BVES's current applicable Tariffs.
- 10.3. BVES will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. Upon BVES's execution of the Agreement, BVES agrees to reimburse the MHP Owner Operator based on the estimates for the "Beyond-the-Meter" to be performed by the Contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C without prior agreement from BVES. BVES will review all invoices received for the "Beyond-the-Meter" work by the Contractor designated in this Agreement and will reimburse the MHP Owner/Operator for prudently occurred and reasonable construction expenditures. This work shall not include costs for any modification or retrofit of the coach or manufactured home.
- 10.4. As soon as practicable and after the jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to BVES for "Beyond-the-Meter" work. Invoices shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MHP-Spaces compared to the total number of eligible MHP-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct BVES service.
- 10.5. Invoices shall include a listing of MHP-Spaces that completed the service conversion and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of a Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties; customers, suppliers, or personnel of either or both Parties; any trade secrets and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- already known to either Party; information in the public domain; information from a third party who did not, directly or indirectly, receive that same information from a Party or from another entity who was under an obligation of confidentiality to the other Party to this Agreement; or information developed by either Party independently of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial, or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless BVES, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of BVES, MHP Owner/Operator, Contractor or Subcontractor; injury to property of BVES, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of BVES, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of BVES, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless BVES from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which BVES shall have no liability. A utility shall have no liability for the MHP master-metered (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify BVES from all causes of action or claims arising from or related to these systems.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold BVES harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

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

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility Conversion Program Agreement and all attachments hereto, the MHP Application and BVES's Rule 23. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

16. Enforceability

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

17. Force Majeure

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

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing 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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

BEAR VALLEY ELECTRIC SERVICE

Utility Name

Signature

Type/Print Name

Title

Date



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT A - Documents and Declarations

A. Additional Documentation

As described in CPUC Decision (D.) 20-04-004 and Section 1 of this Agreement, the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility 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 effective date of this Agreement.
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of unit), home phone number, cell phone number, email address, and other contact information.

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

B. Declaration of Non-Condemnation

In accordance with D.20-04-004, and subject to the requirements of BVES Rule No. 23, each MHP participating in the MHP Utility Upgrade Program must affirm that it is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT B - Contractor Section

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

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

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

In all instances, the work performed by the contractor must meet BVES’s current standards as specified in the Utility Electric Service Requirement manual and have approval from applicable governing inspection authority(ies).

Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all “Beyond-the-Meter”

work for the MHP (See Attachments C) \$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Secondary Contractor (if required)

Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all "Beyond-the-Meter"

work for the MHP (See Attachments C) \$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT C - Estimated Costs for MHP Project

MHP Owner/Operator: _____
 MHP Name: _____
 Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of BVES Rules No. 23, BVES is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-metered electric distribution service within Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service for eligible spaces within MHP.

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

Table 1 Illustrate the financially responsible party for the “To-the-Meter” and “Beyond-the-Meter” services under the MHP Program

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

A. Estimated “To-the-Meter” Additional Project Costs Not Covered by the Program (To be completed by BVES)¹

	Costs Not Covered by the MHP Program
<u>Civil Costs – 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>	\$ _____
<u>Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions.[Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program]</u>	\$ _____
<u>Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.</u>	\$ _____
	\$ _____
Total	\$ _____

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

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

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program
<p><u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.</p>	\$ _____	\$ _____
<p><u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.</p>	<p>Materials: \$ _____</p> <p>Labor: \$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>
<p><u>Other</u> – Includes, but is not limited to, permits as provided by contractor.</p>	\$ _____	\$ _____
<p>MHP Owner/Operator’s Total Estimated “Beyond-the-Meter” Project Costs</p>	\$ _____	\$ _____
<p>C. Estimated Cost for MHP Service Conversion Project (A + B)</p>	\$ _____	\$ _____
<p>D. Number of MH-Spaces</p>	_____	_____
<p>E. Average Cost per MH-Space</p>	\$ _____	\$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT D - Costs that the MHP Owner/Operator is Responsible for that are Not Covered Under the MHP Program

MHP Owner/Operator: _____
MHP Name: _____
Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting Party. These modifications will be handled under BVES’s Rule 23, or as otherwise provided in this Agreement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces), must be requested by the MHP Owner/Operator, and are not reimbursable costs under the MHP Program.

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

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

1. Amount Due from MHP Owner/Operator to BVES

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

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

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

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

\$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT E - Costs that the Mobilehome Owner is Responsible for that are Not Covered Under the MHP Program

MHP Owner/Operator: _____
MHP Name: _____
Address: _____

Requests for service modifications may be made directly to BVES by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations, These modifications, and associated costs, are not reimburseable under the MHP Program. They are the responsibility of the requesting mobilehome or manufactured housing unit owner and will be handled under BVES's Rule 23.

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

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

1. Amount Due from Mobilehome Owner to BVES

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

2. Amount Due from Mobilehome Owner to the Contractor

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

3. Total Owed by Mobilehome Owner for the MHP Program \$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

Table of Contents

<u>Subject Matter of Sheet</u>	<u>Sheet No.</u>
Rules (Continued):	
Rules:	
No. 16 - Service Extensions	2117-E, 2118-E, 2119-E, 2120-E, 2121-E, 2122-E, 2123-E, 2124-E, 2125-E, 2126-E, 2127-E, 2128-E, 2129-E, 2130-E, 2131-E, 1916-E*, 1880-E*
No. 17 - Adjustment of Bills and Meter Tests	640-E, 641-E, 642-E
No. 18 - Supply to Separate Premises and Use by Others	2164-E, 2165-E, 2166-E, 2167-E, 2168-E
No. 20 - Replacement of Overhead with Underground Electric Facilities	1310-E, 1311-E, 1312-E, 1313-E, 1314-E, 1315-E, 1316-E, 1317-E, 1318-E, 1319-E, 1320-E, 1321-E, 1322-E, 1323-E, 1324-E, 1325-E, 1326-E, 1327-E, 1328-E, 1329-E, 1330-E, 1331-E, 1332-E, 1333-E, 1334-E, 1335-E, 1336-E, 1337-E, 1338-E, 1339-E, 1340-E, 1341-E, 1342-E, 1343-E, 1344-E, 1345-E, 1346-E, 1347-E, 1348-E, 1349-E, 1350-E, 1351-E, 1352-E, 1353-E, 1354-E, 1355-E, 1356-E
No. 21 - Generating Facility Interconnections	1470-E*, 1471-E*, 1472-E*
No. 22 - Military Family Relief Program	2819-E*, 2820-E*, 2821-E*, 2822-E*, 2823-E*, 2824-E*, 2825-E*, 2826-E*
No. 23 - Mobilehome Park Conversion Program	(C)
Sample Forms:	
No. 1 - Application for Electric Service	267-E
No. 2 - Customer's Deposit Receipt	520-E
No. 3 - Bill for Service	2770-E
No. 4 - Delinquent Notice	2562-E
No. 5 - Reminder Notice	271-E
No. 11 - Underground Electric Line Extension Contract New Residential Sub-division	301-E, 302-E, 303-E, 304-E
No. 12 - Underground Electric Line Extension Contract New Commercial/Industrial Development	305-E, 306-E, 307-E
No. 13 - Underground Electric Line Extension Contract for Extension to a Residential Subdivision or Commercial/Industrial Development	308-E, 309-E, 310-E, 311-E
No. 14 - Underground Electric Line Extension Contract to Serve One or a Group of Applicants	338-E, 339-E, 340-E, 341-E
No. 15 - Income Tax Component of Contribution Agreement	2630-E*, 2631-E*
No. 17 - California Alternate Rates for Energy (CARE) Notice/ Application (English)	2796-E, 2657-E
No. 17 - California Alternate Rates for Energy (CARE) Notice/ Application (Spanish)	2797-E, 2659-E
No. 19 - Non-Domestic Service CARE Program Application - Group Living Housing	1248-E
No. 20 - Non-Domestic Service CARE Program Application - Employee Housing	1249-E
No. 21 - Direct Access Implementation Form	1072-E
No. 22 - Net Metering and Interconnection Agreement	1179-E, 1180-E, 1181-E, 1182-E, 1183-E
No. 23 - Parallel Operation Inadvertent Export Interconnection Agreement	1506-E, 1507-E, 1508-E, 1509-E, 1510-E, 1511-E, 1512-E, 1513-E, 1514-E, 1515-E, 1516-E, 1517-E, 1518-E, 1519-E, 1520-E, 1521-E, 1522-E, 1523-E, 1524-E, 1525-E, 1526-E
No. 28 - Contract Demand Agreement for Customers Served Under Schedule A-5 TOU	1787-E, 1788-E
No. 29 - FIRM/NON-FIRM Service Agreement for Customers Served Under Schedule A-5 TOU	1789-E, 1790-E, 1791-E, 1792-E, 1793-E
No. 30 - Net Energy Metering Surplus Electricity Compensation Selection Form	1804-E
No. 31 - Interconnection and Net Energy Metering Agreement for Large Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of 30KW to 1,000 KW	1805-E, 1806-E, 1807-E, 1808-E, 1809-E, 1810-E, 1811-E, 1812-E, 1813-E, 1814-E
No. 32 - Application for the Interconnection of a Large Solar or Wind Turbine Electrical Generating Facility	1815-E, 1816-E, 1817-E
No. 33 - Application for the Interconnection of a Small Solar or Wind Turbine Electrical Generating Facility	1818-E, 1819-E, 1820-E
No. 34 - Interconnection and Net Energy Metering Agreement for Small Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of less than 30KW	1821-E, 1822-E, 1823-E, 1824-E, 1825-E, 1826-E, 1827-E, 1828-E, 1829-E, 1830-E
No. 40 - Application As Small Business Customer Under Government Code Section 14837	1881-E*
No. 41 - Net Energy Metering Net Surplus Compensation Rate (NSCR) Form	1941-E
No. 58 - Investigation Order	118-E
No. 60 - Joint Utilities' MHP Conversion Program Application	2827-E*
No. 61 - Mobilehome Park Conversion Program Agreement	2828-E* (C)

(Continued)

Advice Letter No. 391-EA
 Decision No. 20-04-004

Issued By
R. J. Sprowls
President

Date Filed June 8, 2020
 Effective January 1, 2021
 Resolution No. _____

Table of Contents

The following tariff sheets contain all effective rates and rules affecting rates and service of the utility, together with information relating thereto:

<u>Subject Matter of Sheet</u>	<u>Sheet No.</u>
Title Page	1441-E
Table of Contents	2830-E*, 2829-E*, 2793-E (T)
Preliminary Statements	935-E, 1590-E*, 1591-E*, 2381-E*, 2382-E*, 1594-E*, 1595-E*, 1596-E*, 1597-E*, 2176-E, 2177-E, 2751-E, 2179-E, 2180-E, 2602-E, 2603-E*, 1604-E*, 1605-E*, 1606-E*, 1611-E*, 1650-E, 2201-E, 2715-E, 2716-E, 2717-E, 1928-E, 1929-E, 1946-W, 2028-E, 2032-E, 2034-E, 2817-E*, 2818-E*, 2483-E, 2484-E, 2485-E, 2486-E, 2487-E, 2174-E, 2175-E, 2443-E, 2444-E, 2463-E, 2554-E, 2565-E, 2768-E, 2612-E, 2633-E, 2651-E, 2653-E, 2662-E, 2718-E, 2800-E (C)
Tariff Area Map	1140-E
Rate Schedules:	
No. A-1 General Service	2802-E, 1836-E
No. A-2 General Service	2803-E, 1838-E
No. A-3 General Service	2804-E, 1840-E
No. A-4 General Service- TOU	2805-E, 1842-E, 1843-E
No. A-5 TOU Primary	2806-E, 1845-E, 1846-E
No. A-5 TOU Secondary	2807-E, 1848-E, 1849-E
No. D Domestic Service - Single-family Accommodation	2808-E, 1851-E, 1852-E
No. DE Domestic Service to Company Employees	2809-E, 1854-E
No. DLI Domestic Service - CARE Rate	2810-E, 2795-E, 1857-E, 1858-E
No. DM Domestic Service - Multi-family Accommodation	2811-E, 1860-E, 1861-E
No. DMS Domestic Service -Multi-family Accommodation Sub-metered	2812-E, 2745-E, 1864-E
No. DO Domestic Service - Other	2813-E, 1866-E
No. NEM-L Net Energy Metering- Large	1931-E, 1932-W, 1933-E, 1934-E, 1935-E
No. NEM-S Net Energy Metering- Small	1936-E, 1937-E, 1938-E, 1939-E, 1940-E
No. GSD General Service Demand - Camp Oaks	2814-E, 1868-E
No. SL Street Lighting Service	2815-E, 2709-E
No. SSC Special Service Charges	2710-E, 2711-E
No. S Standby Standby Service	2159-E, 2160-E, 2161-E
No. SMO Smart Meter Opt-Out Residential Service	2445-E
No. PPC-LI Public Purpose Charge - Low Income	2749-E
No. PPC-OLI Public Purpose Charge - Other Than Low Income	2750-E
No. UF-E Surcharge to Fund PUC Utilities Reimbursement Account Fee	2649-E
No. TOU-EV-1 General Service Time of Use Electric Vehicle Charging	2605-E, 2606-E
No. TOU-EV-2 General Service Time of Use Electric Vehicle Charging	2607-E, 2608-E
No. TOU-EV-3 General Service Time of Use Electric Vehicle Charging	2609-E, 2610-E
No. DGS Distributed Generation Service Program	2788-E, 2789-E, 2790-E
Contracts and Deviations	888-E
Rules:	
No. 1 - Definitions	1114-E, 1115-E, 1116-E, 1117-E, 1118-E, 1119-E, 1120-E, 1121-E, 1122-E, 1123-E, 1124-E, 1125-E, 1126-E, 1127-E, 1877-E, 1129-E, 1130-E
No. 2 - Description of Service	594-E, 595-E, 596-E, 597-E, 598-E, 599-E, 600-E, 601-E, 602-E, 603-E
No. 3 - Application for Service	950-E, 951-E
No. 4 - Contracts	604-E
No. 5 - Special Information Required on Forms	2556-E, 2557-E, 2558-E
No. 6 - Establishment and Re-establishment of Credit	608-E, 1878-E
No. 7 - Deposits	2162-E
No. 8 - Notices	611-E
No. 9 - Rendering and Payment of Bills	2163-E
No. 10 - Disputed Bills	2559-E, 2560-E
No. 11 - Discontinuance and Restoration of Service	580-E, 581-E, 582-E, 1002-E, 2511-E, 2512-E, 2513-E
No. 12 - Rates and Optional Rates	612-E, 613-E
No. 13 - Temporary Service	614-E, 615-E
No. 14 - Shortage of Supply and Interruption of Delivery	616-E
No. 15 - Distribution Line Extensions	2103-E, 2104-E, 2105-E, 2106-E, 2107-E, 2108-E, 2109-E, 2110-E, 2111-E, 2112-E, 2113-E, 2114-E, 2115-E, 2116-E

(Continued)

Advice Letter No. 391-EA
 Decision No. 20-04-004

Issued By
R. J. Sprowls
 President

Date Filed June 8, 2020
 Effective January 1, 2021
 Resolution No. _____